

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD,
ARIZONA, TO BE HELD SEPTEMBER 20, 2022, AT 6:00 PM., AT THE COUNCIL
CHAMBERS BUILDING, 826 N. MAIN STREET, COTTONWOOD, AZ.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER -- THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02(H).) Comments are limited to a 3 minute time period.

Comments regarding items listed on the agenda are limited to a 3 minute time period per speaker.

- VI. UNFINISHED BUSINESS
 1. ORDINANCE NUMBER 721--ADOPTING COTTONWOOD MUNICIPAL AIRPORT RATES, FEES AND CHARGES; SECOND AND FINAL READING.
 2. ORDINANCE NUMBER 718--ANNEXING INTO THE CITY APPROXIMATELY SIX ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF STATE ROUTE 89A AND RIVER AVENUE PURSUANT TO THE PROVISIONS OF A.R.S. § 9-471; SECOND AND FINAL READING.
 3. ORDINANCE NUMBER 719--ADOPTION OF CITY ZONING FOR THE RIVER AVENUE ANNEXATION AREA; SECOND AND FINAL READING
 4. ORDINANCE NUMBER 720--ADOPTING NEW FEES FOR THE CITY'S BUILDING & SAFETY AND PLANNING & ZONING DIVISIONS; SECOND AND FINAL READING.
- VII. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda

and considered in its normal sequence on the Agenda.

1. CONTRACT WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR A GRANT TO SUPPORT SELECTIVE TRAFFIC ENFORCEMENT PATROLS IN THE CITY AND TO PURCHASE RELATED EQUIPMENT AND SUPPLIES.
2. CONTRACT WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR A GRANT TO SUPPORT ENHANCED DUI/IMPAIRED DRIVING ENFORCEMENT IN THE CITY.
3. COOPERATIVE USE OF THE CITY OF GOODYEAR'S CONTRACT WITH CORE AND MAIN LP, FOR THE PURCHASE AND INSTALLATION OF NEW AUTOMATED READ WATER METERS AND ASSOCIATED TELEMETRY SUPPORTING EQUIPMENT.

VIII. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.

1. There are no New Business items to be considered.

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) and/or A.R.S. §38-431.03(A)(4) 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.

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting	September 20, 2022
Date:	
Subject:	Airport Rates, Fees, and Charges Update - Ordinance Number 721
Department:	Airport
From:	Jeffrey Tripp, Airport Manager

REQUESTED ACTION

Second and final reading of Ordinance Number 721, updating airport rates, fees, and charges.

SUGGESTED MOTION

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

I move to adopt Ordinance Number 721, updating airport rates, fees, and charges with an effective date of November 1, 2022.

BACKGROUND

The Schedule of Airport Rates, Fees, and Charges has been developed using the existing rates, fees, and charges contained in the Airport Commercial Minimum Operation Standards, lease agreements, and operating permits. These new and/or increased rates, fees, and charges are being recommended to ensure airport customers are paying appropriate fees to support the operation and maintenance of the Cottonwood Airport and its facilities.

JUSTIFICATION/BENEFITS/ISSUES

Federal Grant Assurance 24. Fee and Rental Structure requires the City (Sponsor) to maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection.

COST/FUNDING SOURCE

No funding requested.

ATTACHMENTS:

File Name	Description	Type
Ord721.docx	Ordinance Number 721	Ordinance
Airport Rates ___ Charges ___ Fees _ 11-01-22.pdf	Airport Rates, Fees, and Charges Schedule	Backup Material

ORDINANCE NUMBER 721

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING COTTONWOOD MUNICIPAL AIRPORT RATES, CHARGES AND FEES.

WHEREAS, the City has performed a detailed study and prepared written reports that evaluate and estimate the costs related to the operations of the City's municipal airport; and

WHEREAS, the reports, projections and estimates described above have been made available to the public by filing copies thereof with the City Clerk and by posting them on the City's website; and

WHEREAS, a Notice of Intent to adopt new fees as described above, including the date, time and place of the public hearings noted below was timely published in the *Verde Independent* in the form and manner required by Arizona Revised Statutes Section 9-499.15; and

WHEREAS, the Council finds that the fees set forth in the Cottonwood Municipal Airport Rates, Charges, and Fees Schedule are reasonable, necessary and appropriate.

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

Section 1. That the Cottonwood Municipal Airport Rates, Charges & Fees Schedule attached to this ordinance as Exhibit "A" is hereby adopted.

Section 2. The effective date of this ordinance is November 1, 2022.

Section 3. 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 MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 20TH DAY OF SEPTEMBER 2022.

ORDINANCE NUMBER 721

Page 2

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

Exhibit A to Ordinance Number 721
COTTONWOOD MUNICIPAL AIRPORT
Rates, Charges & Fees
Effective: November 1, 2022

AIRPORT GROUND & FACILITY LEASE RATES

Ground Lease Rate	Bare ground for development		Per individual Lease
Facility Lease Rate	Existing city-owned facility		Per individual Lease

AIRPORT GROUND LEASE RATES

Unimproved Ground Lease Rate	Per Acre, Per Year	\$	125.00
Improved Ground Lease Rate	Per Square foot, Per Month	\$	0.01

FIXED BASE OPERATORS (FBO) & SELF-FUELING PERMITTEES (Non-FBO)

Ground & Facility Rent (FBO):

Ground Rent			Per individual Lease
Facility Rent			Per individual Lease

Operational Fees (FBO):

Percentage of Gross Receipts	Annual Report and payment shall be due by April 15th		1.5%
Transient Overnight Parking Fees	(% of Collections)		50%
Fuel Flowage Fees	Cost per gallon	\$	0.10
Fuel Permit Administration fee	Annual Inspection & Permit fee	\$	250.00

Operational Fees (Non-FBO):

Fuel Flowage Fees	Cost per gallon	\$	0.10
Fuel Permit Administration Fee	Annual Inspection & Permit fee	\$	100.00

SPECIALIZED AVIATION SERVICE ORGANIZATION (SASO)

Lease Based Fees	Per application		to be negotiated
Outside Consultant Fees	Per application		to be negotiated
Application Fee	Per application	\$	100
Revenue Fee	Annual Report and payment shall be due by April 15th		Percentage of Revenue
<i>Any specialized flying service as defined in MOS Section 7-11</i>			2.50%
Based Maintenance and Repair	(% of Gross Revenue)		2.50%
Mobile Maintenance and Repair	(per Aircraft per repair)	\$	25.00
Aircraft Rental	(% of Gross Revenue)		2.50%
Aircraft Leasing & Storage	(% of Gross Revenue)		2.50%
Aircraft Washing & Detailing	(per Aircraft per wash/detail)	\$	25.00
Aircraft Sales	(% of Gross Revenue)		2.50%
Aircraft Parts & Sales	(% of Gross Revenue)		1.00%
Aircraft Management Services	(% of Gross Revenue)		2.50%
Aircraft Charter Brokerage Services	(% of Gross Revenue)		2.50%
Aerial Photography	(% of Gross Revenue)		2.50%
Aerial Banner Towing	(per day)	\$	75.00
Flight Training Services	(includes non-profit flight training services)(% of Gross Revenue)		2.50%
Skydiving	(% of Gross Revenue)		2.50%

NON-TENANT COMMERCIAL OPERATORS (NTCO)

Application Fee	Per application	\$	100.00
Outside Consultant Fees	Per application	\$	-

ADMINISTRATIVE FEES

Non-Aeronautical Parking Permit	(per vehicle/per quarter)	\$	90.00
Airport Access Card & Parking Sticker	(per card/sticker)	\$	25.00
City N-Hangar Wait List	(per aircraft)	\$	50.00
City Covered Tiedown Wait List	(per aircraft)	\$	50.00
Transient Parking - Single Engine	(per night)	\$	10.00
Transient Parking - Twin Engine	(per night)	\$	15.00
Transient Parking - Turbine/Jet Aircraft	(per night)	\$	25.00
Transient Parking - Helicopter - single rotor	(per night)	\$	15.00
Transient Parking - Helicopter - twin rotor	(per night)	\$	25.00
Transient Parking - Non-Aeronautical	(per night/per vehicle or equipment)	\$	25.00
Transient Overnight Storage - B Hangar	(per night/per aircraft - piston SE/ME)	\$	25.00
Transient Overnight Storage - B Hangar	(per night/per aircraft - Turbine)	\$	50.00
Transient Overnight Storage - B Hangar	(per night/per aircraft - Helicopter)	\$	25.00
Open Tie Down	(per Quarter)	\$	150.00
Covered Tie Down	(per Quarter)	\$	300.00
N' Hangar units 1, 2, 3, 4, 5, 7, 8, 9	(per Quarter per) (annual lease rate per Lease Exhibit E)	\$	973.92
N' Hangar units 6 & 10	(per Quarter per) (annual lease rate per Lease Exhibit E)	\$	1,066.73
Signage (W 30" x L 30")	(per year)	\$	240.00
Runway/Taxiway Incursion Fine	(per incident, per person - at Airport Manager's discretion)	\$	1,000.00
Document Transaction Fee	(per request - Airport Manager level)	\$	50.00
Document Transaction Fee	(per request - City Manager level)	\$	150.00
Document Transaction Fee	(per request - City Council level)	\$	300.00

All rates, charges, and fees are subject to applicable tax.

Cottonwood Municipal Airport
Rates, Charges, and Fees Description
Effective: November 1, 2022

GROUND & FACILITY LEASE RATES

- (1) **Airport Ground Lease Rate.** Cost per square foot to lease unimproved ground for development. This rate will be fair market value at the time of lease initiation and subject to applicable escalation and consumer price index (CPI) adjustments.
- (2) **Airport Facility Lease Rate.** Cost per square foot to lease existing building and infrastructure. This rate will be fair market value at the time of lease initiation and subject to applicable escalation and consumer price index (CPI) adjustments.
- (3) **Airpark Ground Lease Rate – Unimproved Ground.** Cost per acre per year to lease unimproved ground for development consistent with the terms and conditions of the 1983 Master Ground Lease.
- (4) **Airpark Ground Lease Rate – Improved Ground.** Cost per square foot per month for airport land leased supporting developed land consistent with the terms and conditions of the 1983 Master Ground Lease.

FIXED BASE OPERATORS (FBO) & SELF-FUELING OPERATORS (Non-FBO)

A. Ground & Facility Rent (FBO):

- (1) **Ground Rent.** Rent paid per square foot for the leasing of bare land for aeronautical development per the terms and conditions of a lease agreement with the City.
- (2) **Facility Rent.** Rent paid per square foot for the leasing of city facilities per the terms and conditions of a lease agreement with the City.

B. Operational Fees (FBO):

- (1) **Percentage of Gross Receipts.** The FBO will remit a percentage of gross receipts received each month to the City per the terms and conditions of the approved FBO Agreement.
- (2) **Overnight Transient Parking Fees.** The FBO will remit a percentage of transient overnight parking fees collected each month to the City per the terms and conditions of the approved FBO Agreement.
- (3) **Fuel Flowage Fee.** Fee assessed per gallon of aviation fuel sold by the FBO each month per the terms and conditions of the approved FBO Agreement.

- (4) **Fuel Permit Administration Fee.** An initial and/or annual permit fee for the administration of the fuel permit documentation and inspection of aviation fuel facility/vehicles/equipment by Airport and Fire Marshal staff.

C. Operational Fees (Non-FBO):

- (1) **Fuel Flowage Fee.** Fee assessed per gallon of fuel delivered into a permittee's aircraft each quarter per the terms and conditions of the Fuel Storage Permit. Non-FBO indicates an individual or organization issued a Fuel Storage Permit by the Airport for non-retail fuel delivery to an individual permit holders' aircraft.
- (2) **Fuel Permit Administration Fee.** An initial and/or annual permit fee for the administration of the self-fuel permit documentation and inspection of aviation fuel facility/vehicles/equipment by Airport and Fire Marshal staff.

SPECIALIZED AVIATION SERVICE ORGANIZATION (SASO)

Any Person, who desires to conduct a Commercial Activity on the Airport (within the fence area and/or conduct a through the fence operation), shall submit a written proposal/application to the Airport Manager and receive a lease, license, permit, and/or agreement with or from the City authorizing such conduct prior to conducting such activities.

- a. **Lease based fees:** This fee shall be based on the space/facility leased by the operator and will be dependent on a negotiated lease. Non-tenant commercial operators (NTCO) shall not be obligated to pay this fee.
- b. **Outside Consultant Fees:** The Operator shall reimburse the City for any costs associate with the review, approval or processing of the Operator's permit, plans, lease, license, etc. Fees may include, but shall not be limited to attorney's fees, engineering fees, appraisals, Airport Planners fees, etc. The applicant shall have the right to review the consultants cost estimate prior to the work beginning.
- c. **Application Fee:** The applicant shall pay a fee of \$100 for the processing of the application which shall be due at the time of the application.
- d. **Revenue Fee:** All operators shall submit an annual report to the City of Cottonwood detailing all the revenue and revenue generating activity at the Cottonwood airport. The operator shall be obligated to pay a percentage of the revenue generated at the airport to the City based on Commercial Minimum Operating Standards Table 2.1. The annual report and payment shall be due by April 15th of the following calendar year.

NON-TENANT COMMERCIAL OPERATOR (NTCO)

A Non-Tenant Commercial Operator (NTCO) is an individual or entity who is not a Tenant, but who conducts a Commercial Activity on the Airport. The term Non-Tenant Commercial Operator includes, but is not limited to, rental car concessionaires, mobile certified mechanics, independent flight

instructors, aircraft detailers, mobile oil recyclers, mobile caterers, and others who perform commercial operations without permanent facilities on the Airport.

A Non-Tenant Commercial Operator does not include any commercial transport provider engaged in providing goods, commodities, or services to the Airport, any Federal, State, or Local Government agency operating at the Airport, or any FBO.

All Non-Tenant Commercial Operators shall obtain, prior to conducting any commercial activity on the Airport, a Commercial Operating Permit authorizing the conduct of such Commercial Activity.

- a. **Application Fee:** The applicant shall pay a fee of \$100 for the processing of the application which shall be due at the time of the application.
- b. **Outside Consultant Fees:** The Operator shall reimburse the City for any costs associate with the review, approval or processing of the Operator's permit, plans, lease, license, etc. Fees may include, but shall not be limited to attorney's fees, engineering fees, appraisals, Airport Planners fees, etc. The applicant shall have the right to review the consultants cost estimate prior to the work beginning.

ADMINISTRATION FEES

- A. **Non-Aeronautical Parking Permit.** Fee assessed to allow the storage of vehicles, trailers, and other authorized items on the airport. Permittee agrees to pay rent quarterly for the agreed upon designated parking space. In addition, Permittee shall pay a deposit equal to one quarter's rent plus rental tax prior to occupying any parking space.
- B. **Airport Access Card & Parking Sticker.** An electronic card key to the gate will be issued to owners/pilots of aircraft based at the Airport. Card keys will also be issued to emergency service providers, airport businesses and others with a need to access the airport as determined by the Airport Manager. This fee is per card/sticker issued.
- C. **City Hangar and Covered Tiedown Wait Lists.** Deposit(s) required to be placed on one or both wait lists for the city-operated N Hangar and covered tiedowns.
- D. **Transient Overnight Parking Fees.** Fee charged for transient aircraft parking overnight on the transient ramp, transient tiedowns or other approved location. The first night's parking may be waived at the discretion of the airport or FBO with the purchase of aviation fuel.
- E. **Transient Overnight Parking Fees – Non-Aeronautical.** Fee charged for transient overnight parking overnight on the airport of vehicles and equipment associated with the operation of an aircraft or helicopter. Typically, this fee is intended for aviation-use operators such as those supporting aerial firefighting operations or other uses requiring parking large support vehicles and equipment on the airport. This fee is not intended for cars and small trucks.
- F. **Transient Overnight Storage – B Hangar.** Fee charged for transient aircraft overnight storage in the city-operated B Hangar. This fee will not apply if the B Hangar is leased to the FBO who may charge their own rate.

- G. **Open Tiedowns.** Rent charged per quarter for storage of an aircraft on a city-operated open tie down. Aircraft with wingspans exceeding normal open tie-down dimensions must rent two or more spaces to accommodate aircraft size.
- H. **Covered Tiedowns.** Rent charged per quarter for storage of an aircraft on a city-operated covered tie down.
- I. **City T-Hangar.** Cost per quarter to rent a City-operated N-Hangar unit per the annual lease rate in Lease Exhibit E.
- J. **Signage.** Cost per year for company sign on airport-provided monument signs.
- K. **Runway/Taxiway Incursion Fine.** Potential fine assessed when a vehicle or pedestrian enters the movement area, as described in FAA airport design standards and the Airport Operations Manual, without permission from the Airport Manager. ***Note: this does not apply to aircraft.***

The Airport has implemented a vehicle access control program and this policy is intended to reinforce the need for tenants to prevent unauthorized individuals access onto the airport, to limit access to the movement area (runway/taxiway) by vehicles and pedestrians, and establish consequences for noncompliance. The issuance of this fine, to include the amount ultimately issued, is at the sole discretion of the Airport Manager.

- L. **Document Transaction Fee.** A fee shall be paid to City in advance for "Tenant-initiated" and/or public requested drafting and/or processing of including, but not limited to, each Amendment, Assignment, Approval of Sublease, Extension of Terms, Option to Lease, or other modifications of month-to-month or long-term leases or research of public documents. This processing fee shall be deemed earned by City when paid and shall not be refundable. Fee is construed as reimbursement of administrative costs pursuant to transaction or research and determined by level of authority needed to execute (Airport Manager, City Manager, or City Council). City initiated documents are exempted.

All rates, charges, and fees are subject to the applicable city tax.

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting	September 20, 2022
Date:	
Subject:	River Avenue Annexation
Department:	Community Development
From:	Gary Davis, Senior Planner

REQUESTED ACTION

Second and final reading of Ordinance 718, annexing approximately six acres of land located at the northeast corner of State Route 89A and River Avenue.

SUGGESTED MOTION

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

I move to approve Ordinance 718.

BACKGROUND

In 2021 the City of Cottonwood initiated a series of annexations to bring into the City additional State Parks land along the Verde River. Staff proposed three separate annexations that would expand the City limits to include several parcels controlled by the State Parks Board. Because state law requires annexation petitions to be signed by owners of taxable property, all three proposed areas must contain taxable property (which can be real *or* personal property) in addition to the State Parks parcels.

The proposed six-acre River Avenue annexation area includes two State Parks parcels, one private parcel, and the unpaved River Avenue right-of-way. The private parcel, located on the east side of the Verde River, contains a commercial building that is located partially on that parcel and partially on a parcel to the east that is already inside the City boundary. The City and County have a longstanding agreement under which the City exercises regulatory jurisdiction over that building. The two State Parks parcels on the west side of the river are undeveloped and located within the Verde River floodway.

On March 7, 2022 Community Development staff filed with the Yavapai County Recorder's office a blank petition for this and the other two annexation areas. Per state law, that filing started a 30-day waiting period before petitions could be circulated for signatures. On April 5, 2022 the City Council held a public hearing on the three proposed annexations within the last 10 days of the 30-day waiting period, as required by state law. All property owners within the annexation areas were notified of this meeting by mail, and three notification signs were posted in each annexation area. After the end of the 30-day waiting period, staff sent petition forms to the property owners in the annexation areas.

State law also requires that signatures representing at least half of the taxable property value and more than half of the number of property owners in the area proposed for annexation appear on an annexation petition. For the River Avenue annexation area, staff has received annexation petition signatures from both owners of taxable property in the area. One signer owns the commercial property east of the bridge, and the other, Arizona Public Service, owns taxable property in the annexation area per the Arizona Department of Revenue.

Also on this agenda for consideration is the second reading of Ordinance 719 to adopt City zoning in the River Avenue annexation area. On September 6, 2022 the City Council held a public hearing and first readings of Ordinances 718 and 719, and adopted Resolution 3149 to approve a ten-year infrastructure and service plan for the area. Under that plan, the City would extend police and fire protection to the annexation area, but would not extend water or sewer service or make roadway improvements in the River Avenue right-of-way.

JUSTIFICATION/BENEFITS/ISSUES

The proposed annexation is consistent with Strategic Plan Initiative 1.4.2 "Annex lands in support of state parks."

COST/FUNDING SOURCE

Provision of services in the annexation area would involve additional police and fire protection and some additional road maintenance.

ATTACHMENTS:

File Name	Description	Type
Signatures_filed_20220727.pdf	Petition Signatures	Backup Material
Exhibit_A_Map_River_Avenue_AA.pdf	Map of Annexation Area	Backup Material
Ord718.docx	Ordinance Number 718	Ordinance



"Inspiring a Vibrant Community"

July 27, 2022

Michelle M. Burchill
Yavapai County Recorder
1015 Fair Street
Prescott, AZ 86305

Re: City of Cottonwood Annexation – River Avenue Annexation

Dear Ms. Burchill,

Please find enclosed petition signatures for the City of Cottonwood's proposed River Avenue Annexation to be filed in your office. A.R.S. Section 9-471(A) requires an annexing city or town to file petition signatures in the office of the County Recorder.

Please contact me if you have questions or comments concerning this proposed annexation.

Sincerely,

A handwritten signature in dark ink, appearing to read "SE", written over a horizontal line.

Scott Ellis
Community Development Director
111 N. Main Street
Cottonwood, AZ 86326
928-634-5505

Cc: Marianne Jimenez, City Clerk


**ANNEXATION PETITION
RIVER AVENUE ANNEXATION AREA**

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD,
ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Cottonwood (the City of Cottonwood does not currently have a property tax) in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Cottonwood, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit "A" and made a part hereof, request the City of Cottonwood to annex the following described territory, provided that the requirements of Section 9-471, Arizona Revised Statutes, and amendments thereto are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the City of Cottonwood and located in Yavapai County, Arizona, is as follows:

See Exhibit "B" attached hereto and incorporated herein.

DATE	SIGNATURE OF PROPERTY OWNER(s)	PHONE NUMBER	PARCEL NUMBER OR LEGAL DESCRIPTION
X 7/20/22		928-301-9890	406-07-011B


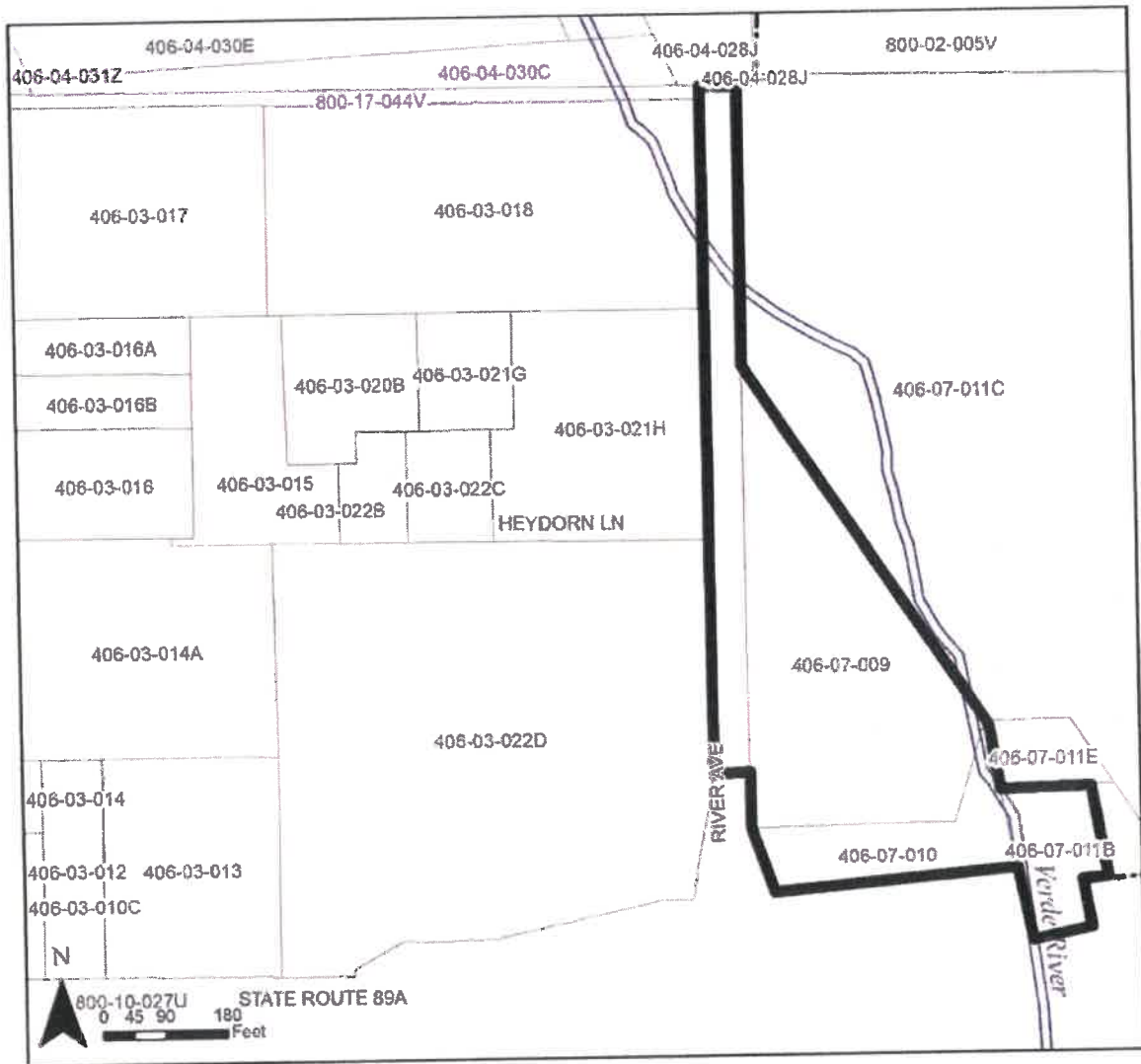
RECEIVED
JUL 26 2022
BY: 
ORIGINAL FILED
WITH COUNTY RECORDER
COPY TO CITY CLERK
7/27/22

Exhibit A. River Avenue Annexation Area



 PROPOSED ANNEXATION AREA
 CURRENT CITY BOUNDARY

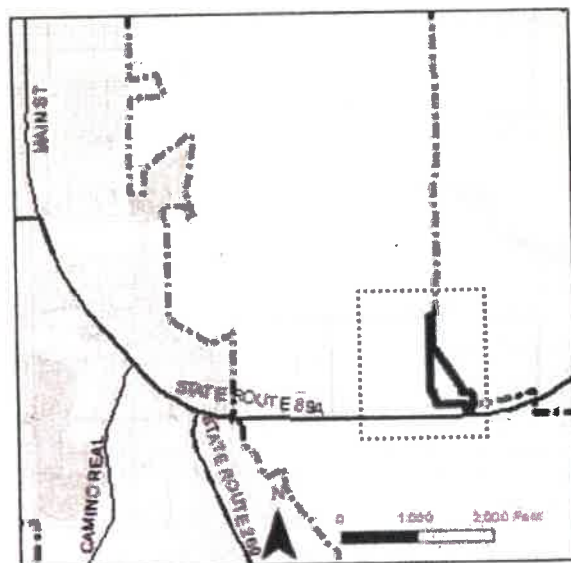


Exhibit B. River Avenue Annexation Area Description

The River Avenue Annexation Area includes all the land described as follows:

1. **APN 406-07-009 and 406-07-010**, as described in Book 3885 Page 874 Official Records of Yavapai County, Arizona:

PARCEL I

That portion of the Northwest quarter of the Southwest quarter of Section 1, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, lying west of the Verde River, described as follows:

BEGINNING at a point where a surveyors landmark is set on the Westerly boundary line of Section 1, above Township and Range, 320 feet North of the Southwest Corner of the Northwest quarter of the Southwest quarter of said Section 1, running thence along said Section line 600 feet to the center of the channel of the Verde River;

Thence Southeasterly along the center of said river channel approximately 900 feet to a point that lies due East, 350 feet from the West line of Said Section and 90 Feet south of the **POINT OF BEGINNING**;

Thence 350 feet due West to said West line;

Thence North along said West line 90 feet to the **POINT OF BEGINNING**.

PARCEL II:

All that portion of the Northwest quarter of the Southwest quarter of Section 1, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, lying West of the Verde River, **EXCEPTING** the following described tracts:

BEGINNING at a point where a surveyor's landmark is set on the Westerly boundary line of said Section 1, above Township and Range, 320 feet North of the Southwest Corner of the Northwest quarter of the Southwest quarter of said Section 1;

Thence North along said Section line 600 feet to the center of the channel of the Verde River;

Thence Southeasterly along the center of said river channel approximately 900 feet to a point;

Thence 350 feet due West to the said Westerly boundary line of said Section 1;

Thence North along said boundary line 90 feet to the **POINT OF BEGINNING**.

AND

A strip of land 66 feet wide being 33 feet on each side of the center line of County Highways as not located described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 1;

Thence North 11.45 feet to a point;

Thence North 83°18' East 1,329.08 feet to a point;

Thence South 66.54 feet to a point;

Thence South 83°18' West, 862.83 feet to a point;

Thence West 463.06 feet to the **PLACE OF BEGINNING**, as granted to County of Yavapai by right of way Deed dated November 16, 1921, recorded in Book 125 of deeds, pages 448-450.

ALSO EXCEPT any portion lying within the Highway Right of way as described in instrument recorded in Book 620 of Official Records, page 222.

2. APN 406-07-011B, as described in Book 2010 Page 475:

A tract of land in the Northwest Quarter of the Southwest Quarter of Section 1, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County Arizona, described as follows:

BEGINNING at a point on the South line of said Northwest Quarter of the Southwest Quarter that lies South 89°49' West 759.0 feet from the Southeast corner of said Northwest Quarter of the Southwest Quarter;

Thence South 89°49' West, 125 feet along said South line to a point in the Verde River Channel;

Thence North 09°31' West, 286.0 feet up the Verde River;

Thence North 89°49' East 125 feet;

Thence South 09°31' East, 285.0 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM the following described tract:

That portion of the Northwest Quarter of the Southwest Quarter of Section 1, Township 15 North Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County Arizona.

COMMENCING at the West Quarter corner of said Section 1;

Thence South $00^{\circ}16'45''$ East, along the West line thereof, a distance of 1,188.56 feet;

Thence North $89^{\circ}43'15''$ East, 52.12 feet;

Thence North $85^{\circ}10'24''$ East, 390.88 feet to the center channel of the Verde River, the **TRUE POINT OF BEGINNING**;

Thence South $08^{\circ}50'10''$ East, (South $09^{\circ}31'$ recorded) along said center channel, a distance of 101.76 feet to the existing Northerly right of way line of Alternate U.S. Highway 89;

Thence North $83^{\circ}36'30''$ East, along said right of way line, a distance of 56.50 feet to an angle point thereon;

Thence North $06^{\circ}23'30''$ West continuing along said right of way line, a distance of 60.00 feet;

Thence continuing North $06^{\circ}23'30''$ West, 40.00 feet;

Thence South $85^{\circ}10'24''$ West, 60.87 feet to the **POINT OF BEGINNING**, and to the underlying fee interest in and to the existing right of way of Alternate U.S. Highway 89.

3. APN 800-17-044V (portion), River Avenue right-of-way:

A parcel of land located in the Northeast quarter of the Southeast quarter of Section 2, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly describes as follows:

All of that portion of the River Avenue right-of-way in Oasis Colony Subdivision, recorded in Book 2 Page 29 of Maps, Records of Yavapai County, Arizona, lying north of the State Route 89A right-of-way.

ANNEXATION PETITION RIVER AVENUE ANNEXATION AREA

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD,
ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Cottonwood (the City of Cottonwood does not currently have a property tax) in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Cottonwood, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit "A" and made a part hereof, request the City of Cottonwood to annex the following described territory, provided that the requirements of Section 9-471, Arizona Revised Statutes, and amendments thereto are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the City of Cottonwood and located in Yavapai County, Arizona, is as follows:

See Exhibit "B" attached hereto and incorporated herein.

[illegible]

RECEIVED
VIA US MAIL
APR 25 2022
BY: _____ MAIL FILE

ORIGINAL FILED
WITH COUNTY RECORDER
COPY TO CITY CLERK
7/27/22

AFFIDAVIT OF AGENCY/AUTHORITY

BY AGENT

I do hereby swear or affirm that I have been designated as the person qualified to sign or act of Arizona Public Service (APS), in regard to the attached petition for annexation of the River Avenue Annexation Area, as described in Exhibit B, into the City of Cottonwood. My authority to so act is evidenced by the notarized statement below.

Signature: M. Rodgers

Name (Printed): Mackenzie Rodgers

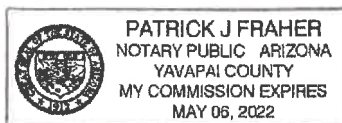
Title: Northem Arizona Division Director

SUBSCRIBED and sworn before me

This 19 day of April, 2022.

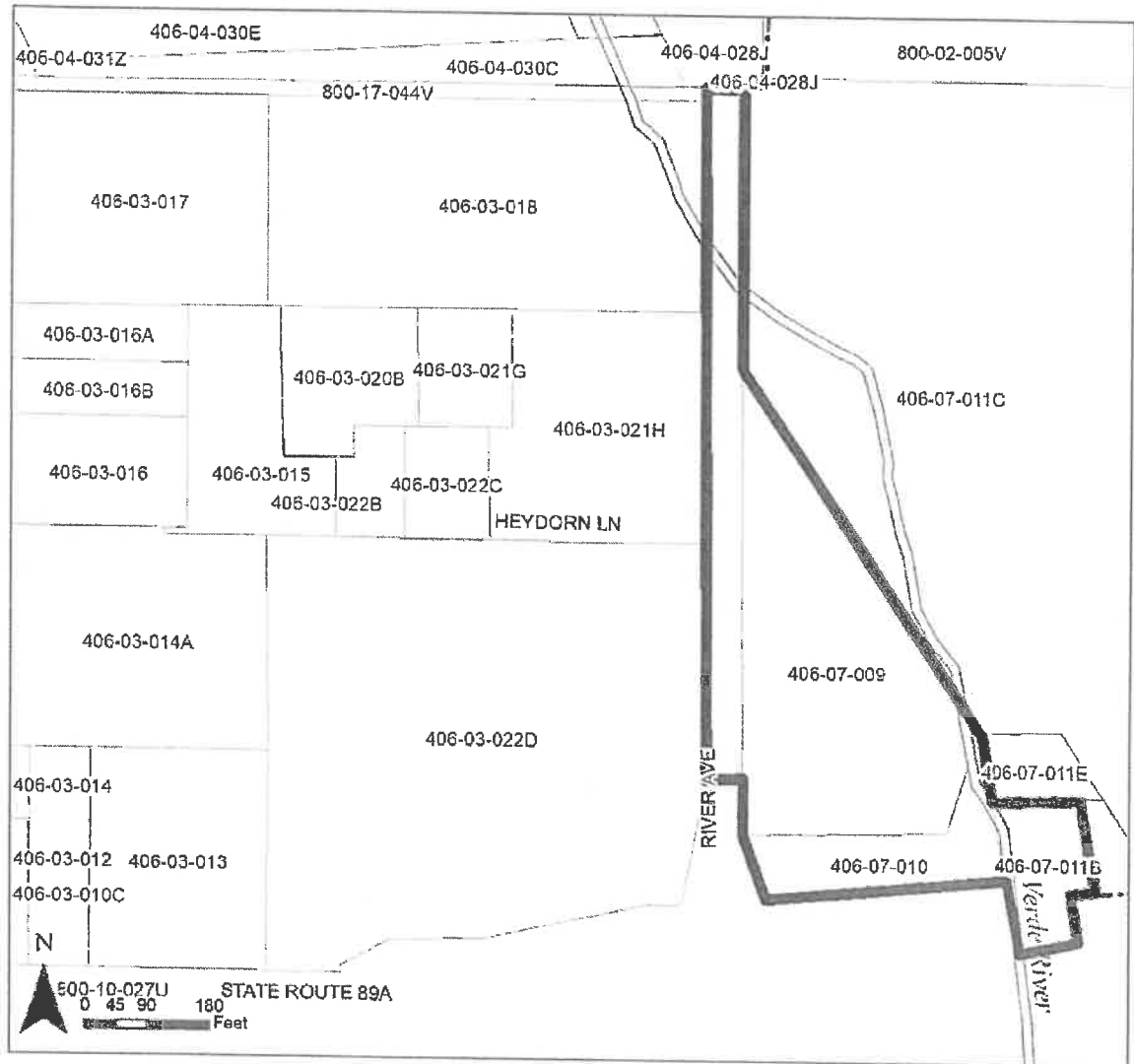
Notary Public



My commission expires: 05/06/2022



Patrick J. Fraher
04/19/2022

Exhibit A. River Avenue Annexation Area



 PROPOSED ANNEXATION AREA
 CURRENT CITY BOUNDARY

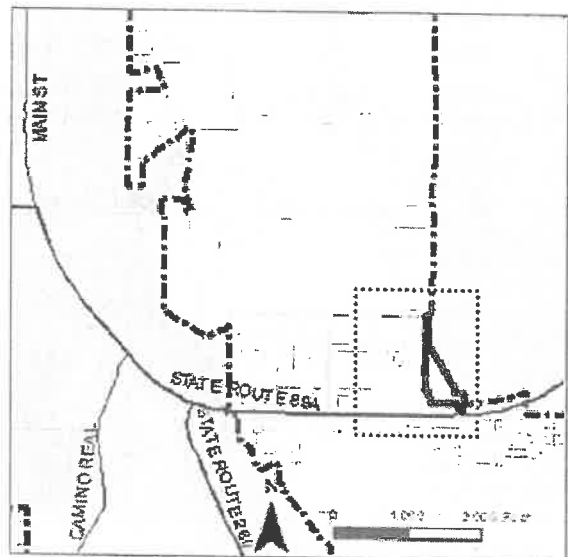


Exhibit B. River Avenue Annexation Area Description

The River Avenue Annexation Area includes all the land described as follows:

1. **APN 406-07-009 and 406-07-010**, as described in Book 3885 Page 874 Official Records of Yavapai County, Arizona:

PARCEL I

That portion of the Northwest quarter of the Southwest quarter of Section 1, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, lying west of the Verde River, described as follows:

BEGINNING at a point where a surveyors landmark is set on the Westerly boundary line of Section 1, above Township and Range, 320 feet North of the Southwest Corner of the Northwest quarter of the Southwest quarter of said Section 1, running thence along said Section line 600 feet to the center of the channel of the Verde River;

Thence Southeasterly along the center of said river channel approximately 900 feet to a point that lies due East, 350 feet from the West line of Said Section and 90 Feet south of the POINT OF BEGINNING;

Thence 350 feet due West to said West line;

Thence North along said West line 90 feet to the **POINT OF BEGINNING**.

PARCEL II:

All that portion of the Northwest quarter of the Southwest quarter of Section 1, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, lying West of the Verde River, EXCEPTING the following described tracts:

BEGINNING at a point where a surveyor's landmark is set on the Westerly boundary line of said Section 1, above Township and Range, 320 feet North of the Southwest Corner of the Northwest quarter of the Southwest quarter of said Section 1;

Thence North along said Section line 600 feet to the center of the channel of the Verde River;

Thence Southeasterly along the center of said river channel approximately 900 feet to a point;

Thence 350 feet due West to the said Westerly boundary line of said Section 1;

COMMENCING at the West Quarter corner of said Section 1;

Thence South $00^{\circ}16'45''$ East, along the West line thereof, a distance of 1,188.56 feet;

Thence North $89^{\circ}43'15''$ East, 52.12 feet;

Thence North $85^{\circ}10'24''$ East, 390.88 feet to the center channel of the Verde River, the **TRUE POINT OF BEGINNING**;

Thence South $08^{\circ}50'10''$ East, (South $09^{\circ}31'$ recorded) along said center channel, a distance of 101.76 feet to the existing Northerly right of way line of Alternate U.S. Highway 89;

Thence North $83^{\circ}36'30''$ East, along said right of way line, a distance of 56.50 feet to an angle point thereon;

Thence North $06^{\circ}23'30''$ West continuing along said right of way line, a distance of 60.00 feet;

Thence continuing North $06^{\circ}23'30''$ West, 40.00 feet;

Thence South $85^{\circ}10'24''$ West, 60.87 feet to the **POINT OF BEGINNING**, and to the underlying fee interest in and to the existing right of way of Alternate U.S. Highway 89.

3. APN 800-17-044V (portion), River Avenue right-of-way:

A parcel of land located in the Northeast quarter of the Southeast quarter of Section 2, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly describes as follows:

All of that portion of the River Avenue right-of-way in Oasis Colony Subdivision, recorded in Book 2 Page 29 of Maps, Records of Yavapai County, Arizona, lying north of the State Route 89A right-of-way.

Thence North along said boundary line 90 feet to the **POINT OF BEGINNING**.

AND

A strip of land 66 feet wide being 33 feet on each side of the center line of County Highways as not located described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 1;

Thence North 11.45 feet to a point;

Thence North 83°18' East 1,329.08 feet to a point;

Thence South 66.54 feet to a point;

Thence South 83°18' West, 862.83 feet to a point;

Thence West 463.06 feet to the **PLACE OF BEGINNING**, as granted to County of Yavapai by right of way Deed dated November 16, 1921, recorded in Book 125 of deeds, pages 448-450.

ALSO EXCEPT any portion lying within the Highway Right of way as described in instrument recorded in Book 620 of Official Records, page 222.

2. APN 406-07-011B, as described in Book 2010 Page 475:

A tract of land in the Northwest Quarter of the Southwest Quarter of Section 1, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County Arizona, described as follows:

BEGINNING at a point on the South line of said Northwest Quarter of the Southwest Quarter that lies South 89°49' West 759.0 feet from the Southeast corner of said Northwest Quarter of the Southwest Quarter;

Thence South 89°49' West, 125 feet along said South line to a point in the Verde River Channel;

Thence North 09°31' West, 286.0 feet up the Verde River;

Thence North 89°49' East 125 feet;

Thence South 09°31' East, 285.0 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM the following described tract:

That portion of the Northwest Quarter of the Southwest Quarter of Section 1, Township 15 North Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County Arizona.



"Inspiring a Vibrant Community"

Annexation Affidavit – City of Cottonwood River Avenue Annexation Area

Personally appears before me, Scott Ellis, who first being duly sworn, deposes and says as follows:

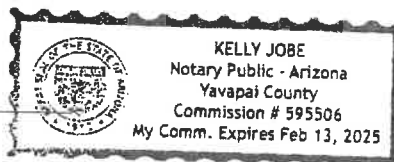
1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the City of Cottonwood, Arizona and I am qualified to make this affidavit on behalf of and for the City of Cottonwood.
3. I have made a diligent search of the records of the Office of the Clerk of The City of Cottonwood and of the Office of the Yavapai County Recorder for any annexation filing which might involve territory sought to be annexed in the City of Cottonwood Annexation Petition, which is filed herewith, with exhibits, in the Office of the Yavapai County Recorder.
4. I hereby affirm, pursuant to A.R.S. § 9-471 (A) (6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURHTER AFFIANT SAYETH NOT.


Scott Ellis, Community Development Director

SWORN TO AND SUBSCRIBED before me
this 7th day of March, 2022.


Notary Public for the State of Arizona



My commission expires: Feb 13, 2025

1248

C
U
S
T
O
M
E
RNAME: City of Cottonwood

ADDRESS: _____

PHONE: _____

RECEIPTYAVAPAI COUNTY RECORDER
1015 FAIR STREET
PRESCOTT, AZ 86301
(928) 771-3244DATE: 7-27-22 4:17

NUMBER		REFERENCE	\$ AMOUNT
	RECORDING		
	RECORDING		
	RECORDING		
	SUBDIVISION MAP		
	LAND SURVEY		
	VOTER REG.		
	MISC. COPIES		
<u>1</u>	<u>Annexation</u>	<u>Rider Avenue Annexation Area</u>	
<input type="checkbox"/> PAID <input type="checkbox"/> CHECK <input type="checkbox"/> CASH			TOTAL \$

The contents of Legal
instruments are the
responsibility of the customer

DEPUTY RECORDER

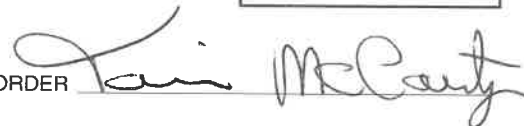
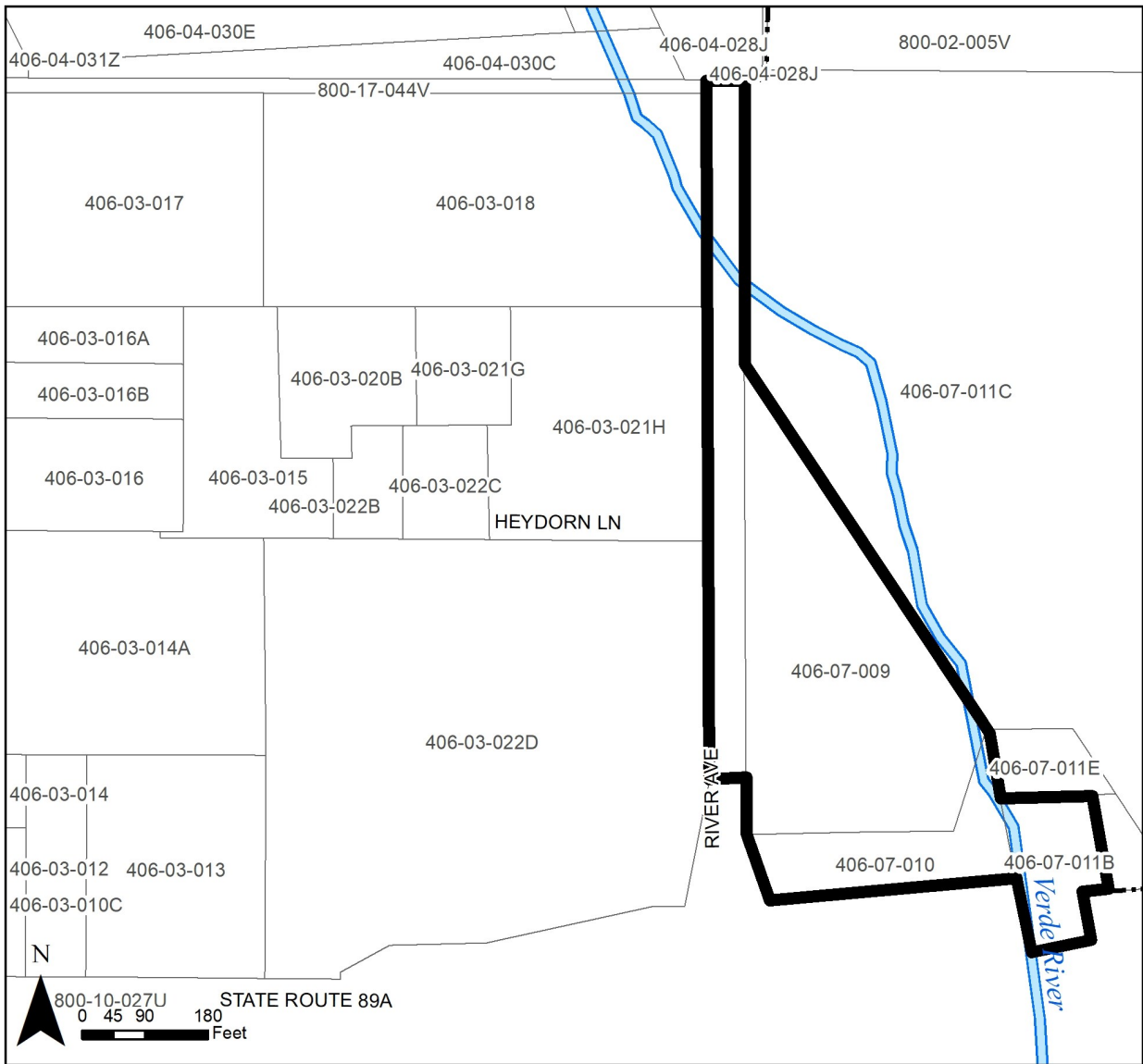


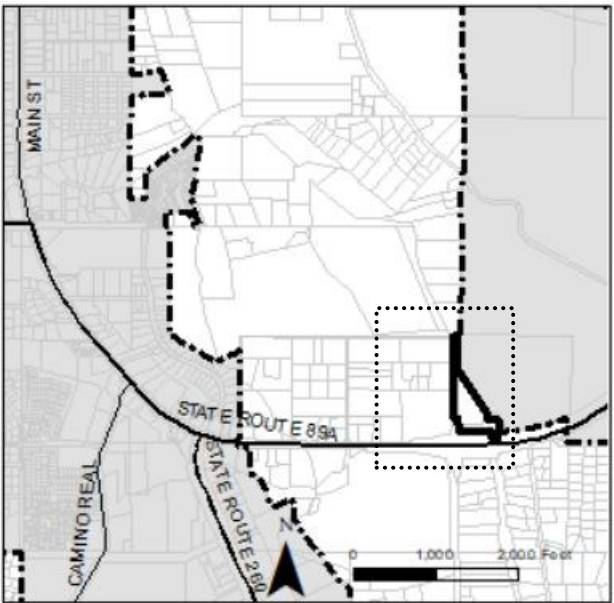


Exhibit A. River Avenue Annexation Area



-  PROPOSED ANNEXATION AREA
-  CURRENT CITY BOUNDARY



ORDINANCE NUMBER 718

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ANNEXING CERTAIN TERRITORY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF COTTONWOOD, BEING APPROXIMATELY SIX (6) ACRES IN SIZE LOCATED AT THE NORTHEAST CORNER OF STATE ROUTE 89A AND RIVER AVENUE, PURSUANT TO THE PROVISIONS OF A.R.S. § 9-471.

WHEREAS, a blank petition in writing, accompanied by a description and accurate map of real property was filed by the City of Cottonwood with the Yavapai County Recorder on March 7, 2022, and the notice was given to the Clerk of the Board of Supervisors and the County Assessor pursuant to A.R.S. §9-471.A(1); and

WHEREAS, a petition signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Cottonwood in the event of annexation, as shown by the last assessment of property, has been filed in the office of the Yavapai County Recorder on July 27, 2022, all in accordance with A.R.S. §9-471.A; and

WHEREAS, the Mayor and Council of the City of Cottonwood, Arizona, following notice to the public as required by A.R.S. §9-471.A(3), timely held the required public hearing on April 5, 2022, in accordance with A.R.S. §9-471.A(3) to discuss the annexation proposal; and

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Cottonwood, and had attached thereto at all times a description and accurate map of the territory proposed to be annexed. Said map is attached to this Ordinance as "Exhibit A" and said description is attached as "Exhibit B"; and

WHEREAS, all other provisions of A.R.S. § 9-471 have been fully observed; and

ORDINANCE NUMBER 718

Page 2

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Cottonwood, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the Office of the Yavapai County Recorder; and

WHEREAS, it is the desire of the Mayor and City Council of the City of Cottonwood to annex certain territory described as the River Avenue Annexation Area; and

WHEREAS, the requirements regarding provisions of infrastructure as set forth in A.R.S. § 9-471(O) have been fully complied with as set forth in Resolution Number 3149.

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

Section 1: The statutory requirements set forth in A.R.S. § 9-471 having been fulfilled, the River Avenue Annexation Area, the map of which is attached as Exhibit "A" and the legal description of which is attached as Exhibit "B," is hereby declared to be annexed to the corporate limits of the City of Cottonwood.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS ____ DAY OF SEPTEMBER 2022.

Tim Elinski, Mayor

APPROVED AS TO FORM:

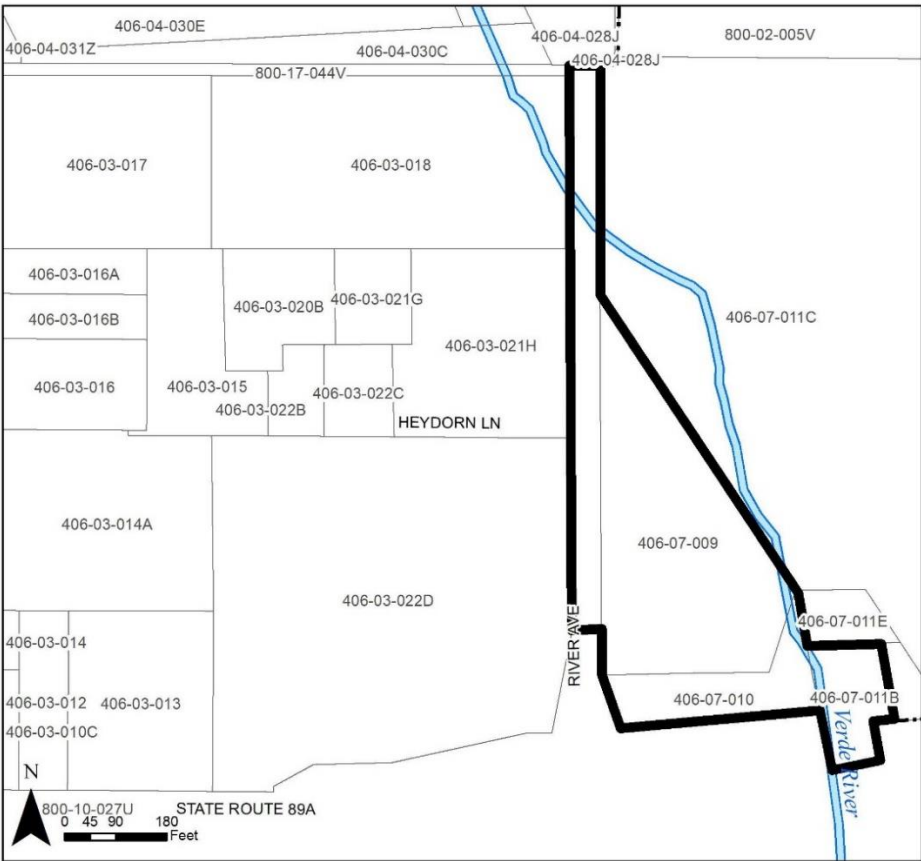
ATTEST:



Steven B. Horton, Esq.
City Attorney

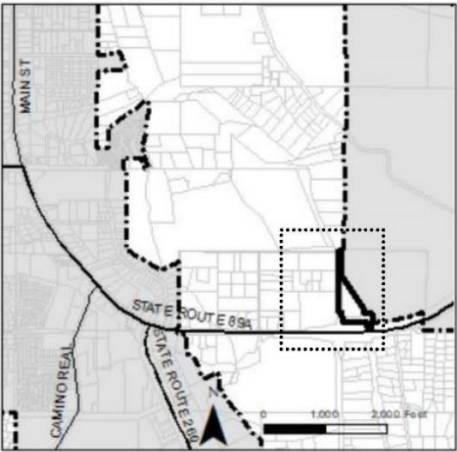
Marianne Jiménez, City Clerk

ORDINANCE NUMBER 718
Exhibit "A"

River Avenue Annexation Area



-  PROPOSED ANNEXATION AREA
-  CURRENT CITY BOUNDARY



ORDINANCE NUMBER 718
Exhibit "B"

The River Avenue Annexation Area includes all the land described as follows:

1. **APN 406-07-009 and 406-07-010**, as described in Book 3885 Page 874 Official Records of Yavapai County, Arizona:

PARCEL I

That portion of the Northwest quarter of the Southwest quarter of Section 1, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, lying west of the Verde River, described as follows:

BEGINNING at a point where a surveyor's landmark is set on the Westerly boundary line of Section 1, above Township and Range, 320 feet North of the Southwest Corner of the Northwest quarter of the Southwest quarter of said Section 1, running thence along said Section line 600 feet to the center of the channel of the Verde River;

Thence Southeasterly along the center of said river channel approximately 900 feet to a point that lies due East, 350 feet from the West line of Said Section and 90 Feet south of the POINT OF BEGINNING;

Thence 350 feet due West to said West line;

Thence North along said West line 90 feet to the **POINT OF BEGINNING**.

PARCEL II:

All that portion of the Northwest quarter of the Southwest quarter of Section 1, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, lying West of the Verde River, EXCEPTING the following described tracts:

BEGINNING at a point where a surveyor's landmark is set on the Westerly boundary line of said Section 1, above Township and Range, 320 feet North of the Southwest Corner of the Northwest quarter of the Southwest quarter of said Section 1;

Thence North along said Section line 600 feet to the center of the channel of the Verde River;

Thence Southeasterly along the center of said river channel approximately 900 feet to a point;

Thence 350 feet due West to the said Westerly boundary line of said Section 1;

Exhibit "B" to Ordinance Number 718
Page 2 of 3

Thence North along said boundary line 90 feet to the **POINT OF BEGINNING**.

AND

A strip of land 66 feet wide being 33 feet on each side of the center line of County Highway as now located described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 1;

Thence North 11.45 feet to a point;

Thence North 83°18' East 1,329.08 feet to a point;

Thence South 66.54 feet to a point;

Thence South 83°18' West, 862.83 feet to a point;

Thence West 463.06 feet to the **PLACE OF BEGINNING**, as granted to County of Yavapai by right of way Deed dated November 16, 1921, recorded in Book 125 of deeds, pages 448-450.

ALSO EXCEPT any portion lying within the Highway Right of way as described in instrument recorded in Book 620 of Official Records, page 222.

2. **APN 406-07-011B**, as described in Book 2010 Page 475:

A tract of land in the Northwest Quarter of the Southwest Quarter of Section 1, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County Arizona, described as follows:

BEGINNING at a point on the South line of said Northwest Quarter of the Southwest Quarter that lies South 89°49' West 759.0 feet from the Southeast corner of said Northwest Quarter of the Southwest Quarter;

Thence South 89°49' West, 125 feet along said South line to a point in the Verde River Channel;

Thence North 09°31' West, 286.0 feet up the Verde River;

Thence North 89°49' East 125 feet;

Thence South 09°31' East, 285.0 feet to the **POINT OF BEGINNING**.

Exhibit "B" to Ordinance Number 718
Page 3 of 3

EXCEPTING THEREFROM the following described tract:

That portion of the Northwest Quarter of the Southwest Quarter of Section 1, Township 15 North Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County Arizona.

COMMENCING at the West Quarter corner of said Section 1;
Thence South 00°16'45" East, along the West line thereof, a distance of 1,188.56 feet;

Thence North 89°43'15" East, 52.12 feet;

Thence North 85°10'24" East, 390.88 feet to the center channel of the Verde River, the **TRUE POINT OF BEGINNING**;

Thence South 08°50'10" East, (South 09°31' recorded) along said center channel, a distance of 101.76 feet to the existing Northerly right of way line of Alternate U.S. Highway 89;

Thence North 83°36'30" East, along said right of way line, a distance of 56.50 feet to an angle point thereon;

Thence North 06°23'30" West continuing along said right of way line, a distance of 60.00 feet;

Thence continuing North 06°23'30" West, 40.00 feet;

Thence South 85°10'24" West, 60.87 feet to the **POINT OF BEGINNING**, and to the underlying fee interest in and to the existing right of way of Alternate U.S. Highway 89.

3. APN 800-17-044V (portion), River Avenue right-of-way:

A parcel of land located in the Northeast quarter of the Southeast quarter of Section 2, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly describes as follows:

All of that portion of the River Avenue right-of-way in Oasis Colony Subdivision, recorded in Book 2 Page 29 of Maps, Records of Yavapai County, Arizona, lying north of the State Route 89A right-of-way.

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting	September 20, 2022
Date:	
Subject:	Adoption of Zoning for River Avenue Annexation Area
Department:	Community Development
From:	Gary Davis, Senior Planner

REQUESTED ACTION

Second and final reading of Ordinance 719, adopting C-2 (Heavy Commercial) and CF (Community Facilities) zoning in the River Avenue Annexation Area.

SUGGESTED MOTION

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

I move to adopt Ordinance 719, adopting C-2 (Heavy Commercial) and CF (Community Facilities) zoning in the River Avenue Annexation Area.

BACKGROUND

The proposed River Avenue annexation area includes one private parcel, two State Parks parcels, and the River Avenue right-of-way. State law requires cities annexing land to "adopt zoning classifications that permit densities and uses no greater than those permitted by the county immediately before annexation."

The private parcel on the east side of the Verde River is under the same ownership as the Rio Verde RV Park and is currently zoned "C2-3" by Yavapai County. A commercial building is located partially on that parcel and partially on a parcel to the east that is already within the City, in the C-2 (Heavy Commercial) zone, which is comparable to the County's C2-3 zone. The City and County have an agreement under which the City has regulatory jurisdiction over that building. The annexation and adoption of C-2 zoning over that portion of the annexation area will place that entire parcel within a single jurisdiction and zoning district.

The two State Parks parcels on the west side of the river are currently zoned R1L-18 in Yavapai County. Because these two parcels are publicly-owned, staff proposes CF

(Community Facilities) zoning for them, consistent with City zoning on other public/government-owned parcels within the City.

The remaining portion of the annexation area is the River Avenue right-of-way, which would not be in any zoning district, so only about five of the six acres within the annexation area are proposed for City zoning.

Staff has prepared the attached Ordinance 719 adopting CF zoning on the State Parks parcels and C-2 on the private parcel. City Council held a public hearing and first reading of the ordinance on September 6, 2022. The proposed zoning districts would not permit uses or densities greater than those permitted under current County zoning.

JUSTIFICATION/BENEFITS/ISSUES

Adoption of the proposed CF and C-2 zoning classifications complies with state law requirements to adopt City zoning that permits no greater density or use than allowed under current County zoning.

COST/FUNDING SOURCE

No costs are associated with adoption of City zoning.

ATTACHMENTS:

File Name	Description	Type
Ord719.docx	Ordinance Number 719	Ordinance

ORDINANCE NUMBER 719

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ADOPTING CITY ZONING IN THE RIVER AVENUE ANNEXATION AREA.

WHEREAS, the Council finds that it is reasonable and appropriate to change the zoning in the River Avenue Annexation area annexed under Ordinance Number 718, from the Yavapai County zoning of C2-3 and R1L-18, to the City's zoning designations of C-2 (Heavy Commercial) and CF (Community Facility) as indicated on the attached map (Exhibit A) for the approximately six acres of land under said annexation; and

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

Section 1: That the following described parcels of land consisting of approximately six acres of land, all lying within the City of Cottonwood, Yavapai County, Arizona, shall be and are hereby reclassified from the current Yavapai County zoning of C2-3 and R1L-18, to the City's zoning designation of C-2 (Heavy Commercial) and CF (Community Facility) as shown on the map attached hereto as Exhibit "A."

1. **APN 406-07-009 and 406-07-010**, as described in Book 3885 Page 874 Official Records of Yavapai County, Arizona:

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Thence Southeasterly along the center of said river channel approximately 900 feet to a point that lies due East, 350 feet from the West line of Said Section and 90 Feet south of the POINT OF BEGINNING;

Thence 350 feet due West to said West line;

Thence North along said West line 90 feet to the **POINT OF BEGINNING**.

PARCEL II:

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Thence Southeasterly along the center of said river channel approximately 900 feet to a point;

Thence 350 feet due West to the said Westerly boundary line of said Section 1;

Thence North along said boundary line 90 feet to the **POINT OF BEGINNING**.

AND

A strip of land 66 feet wide being 33 feet on each side of the center line of County Highway as now located described as follows:

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Thence North 11.45 feet to a point;

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Thence South 66.54 feet to a point;

Thence South 83°18' West, 862.83 feet to a point;

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ALSO EXCEPT any portion lying within the Highway Right of way as described in instrument recorded in Book 620 of Official Records, page 222.

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Thence North 09°31' West, 286.0 feet up the Verde River;

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COMMENCING at the West Quarter corner of said Section 1;

Thence South 00°16'45" East, along the West line thereof, a distance of 1,188.56 feet;

Thence North 89°43'15" East, 52.12 feet;

Thence North 85°10'24" East, 390.88 feet to the center channel of the Verde River, the **TRUE POINT OF BEGINNING**;

Thence South 08°50'10" East, (South 09°31' recorded) along said center channel, a distance of 101.76 feet to the existing Northerly right of way line of Alternate U.S. Highway 89;

Thence North 83°36'30" East, along said right of way line, a distance of 56.50 feet to an angle point thereon;

Thence North 06°23'30" West continuing along said right of way line, a distance of 60.00 feet;

Thence continuing North 06°23'30" West, 40.00 feet;

Thence South 85°10'24" West, 60.87 feet to the **POINT OF BEGINNING**, and to the underlying fee interest in and to the existing right of way of Alternate U.S. Highway 89.

3. APN 800-17-044V (portion), River Avenue right-of-way:

A parcel of land located in the Northeast quarter of the Southeast quarter of Section 2, Township 15 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly describes as follows:

All of that portion of the River Avenue right-of-way in Oasis Colony Subdivision, recorded in Book 2 Page 29 of Maps, Records of Yavapai County, Arizona, lying north of the State Route 89A right-of-way.

Section 3: 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 4: 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 MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS ____ DAY OF SEPTEMBER 2021.

Tim Elinski, Mayor

APPROVED AS TO FORM:

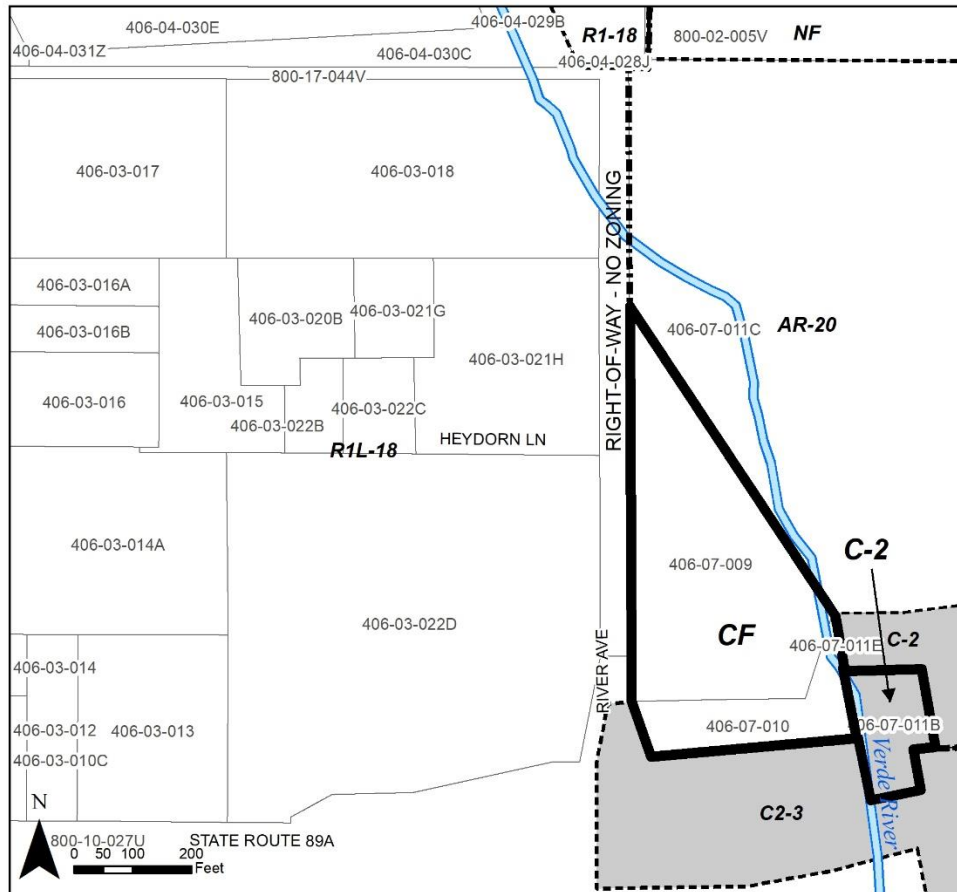
ATTEST:



Steven B. Horton, Esq., City Attorney

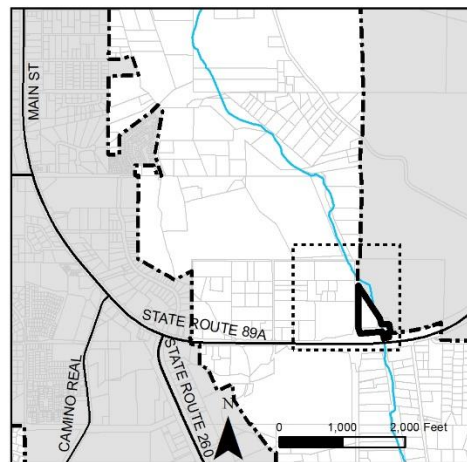
Marianne Jiménez, City Clerk

Exhibit "A"

Adoption of Zoning: River Avenue Annexation Area



 PROPOSED ZONING BOUNDARY
 CURRENT CITY BOUNDARY



City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	September 20, 2022
Subject:	Ordinance Number 720 - Proposed Revisions to the Fee Schedules for the City's Building and Safety Division and Planning & Zoning Division.
Department:	Community Development
From:	Scott Ellis, Community Development Director

REQUESTED ACTION

Second and final reading of Ordinance 720, adopting additional fees to the existing fee schedules for the Building and Safety and Planning and Zoning Divisions.

SUGGESTED MOTION

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

I move to approve Ordinance Number 720.

BACKGROUND

Community Development has created new proposed fees for several categories within the department. Staff proposes adding an annual fee for businesses to be placed on the new wayfinding signs in Old Town; a fee for issuance of a temporary certificate of occupancy; and a fee for outside consulting services for large development projects that require or would benefit from the assistance of specialists/outside professionals.

Wayfinding:

In early 2022 staff installed the first wayfinding sign on the corner of Main and Pima Streets. The sign directs people to two local businesses located off the Main Street frontage. Council previously gave direction to allow businesses that are not located on Main Street an option to have their business identified on a wayfinding sign in the Old Town Historic District. Staff proposes an initial fee for the wayfinding sign of \$75 with an annual renewal of \$25. These fees will help offset the cost of the wayfinding signs.

A new wayfinding kiosk is proposed to be placed along Main Street near the Community Clubhouse. The kiosk will contain a map of all businesses located in the Old Town Historic District, similar to the one near the Jail Trail. Staff anticipates having room for advertising within the kiosk. An annual fee of \$50 is proposed for a business to advertise in the kiosk, on a first-come/first-served and space-available basis.

Third-Party Consultants:

Staff would like to establish a third-party consultant fee to cover the cost of using outside firms (engineering, law firms, etc.) to assist with reviews and agreements for larger and more complex projects. Projects that have needed or will need third-party review include the Vineyards, 89 & Vine (to be known as Westcott), Spring Creek, and Mesquite Hills. The request is to charge 100% of the consultant's fee to the applicant to cover these services. This would be similar to the current plan review consultant fee for the Building Department and the third-party consultant fee for the Public Works Department.

Temporary Certificate of Occupancy

A Temporary Certificate of Occupancy (TCO) is issued when requested by an applicant after all departments are satisfied that all life/safety items have been completed. The TCO allows occupancy of the structure even though other outstanding items need to be completed before a final Certificate of Occupancy (CO) can be issued. Listed on the TCO is a specified timeframe as well as all stipulations required to obtain the permanent CO. The concern with issuing a TCO is the inability to have effective enforcement for the applicant to complete the outstanding items listed. Staff does not want to shut down buildings and close businesses or evict residents from their homes if all items are not completed. However, it is important that a final CO can be issued for a property. For issuance of a TCO, staff's proposed solution is to require a bond/deposit (in a form acceptable to the Building Official) in the event construction is not completed. The amount of the bond/deposit shall equal 100 percent of the cost to complete the work required by the permits, and will be forfeited by the owner in the event all required work is not completed before the expiration of a TCO. Also, a non-refundable fee of \$200 for a single-family dwelling and \$500 for commercial projects is proposed for issuance of a TCO.

Sedona and Camp Verde both charge fees for TCO's. Camp Verde charges a flat fee of \$500 for commercial and \$300 for residential. Sedona charges a fee of \$300, plus a bond/deposit in an amount equal to 100 percent of the construction cost to complete the work required by the permit. Sedona has also set the bar very high for what qualifies for a TCO, and only issues them in rare cases, and has not done so for over 5 years.

The issuance of a TCO is not customary and requires a written request from the applicant that identifies hardship(s) not caused directly or indirectly by the applicant, property owner, or their design professionals or contractors.

These fee increases were discussed with Council at the May 10, 2022 Work Session, in which Council directed staff to move forward with adoption and implementation. The fees would go into effect 30 days after Council approval.

JUSTIFICATION/BENEFITS/ISSUES

The proposed fees for the new wayfinding signs and kiosk will help offset a cost to the City and shift much of the cost to business owners who would receive the direct benefit of wayfinding and advertising.

The consultant fee would ensure the City is recovering the cost of necessary third-party reviews of development projects.

Requiring a bond/deposit for TCO's would incentivize applicants to complete all required work for a final CO, and give staff the ability to ensure compliance before they become code enforcement issues.

COST/FUNDING SOURCE

The City currently covers most of the cost of the wayfinding signs out of the Community Development budget, however, a fee of \$75 has been charged using existing sign fees.

ATTACHMENTS:

File Name	Description	Type
Ord720.docx	Ordinance Number 720	Ordinance

ORDINANCE NUMBER 720

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ADOPTING NEW FEES FOR THE CITY'S BUILDING & SAFETY AND PLANNING & ZONING DIVISIONS.

WHEREAS, the City has performed a detailed study and prepared written reports that evaluate and estimate the costs of installing and maintaining wayfinding signs and other administrative tasks, services and costs related to the operations of the City's building and safety division and planning and zoning division; and

WHEREAS, the reports, projections and estimates described above have been made available to the public by filing copies thereof with the City Clerk and by posting them on the City's website; and

WHEREAS, on May 10, 2022, the City Council directed staff to prepare a Notice of Intent to adopt new fees and set this matter for further consideration; and

WHEREAS, a Notice of Intent to adopt new fees as described above, including the date, time and place of the public hearings noted below was timely published in the *Verde Independent* in the form and manner required by Arizona Revised Statutes Section 9-499.15; and

WHEREAS, the Council finds that the fees set forth in the proposed new schedules are reasonable, necessary and appropriate.

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

Section 1. That the new fees for the Building & Safety Division and the Planning & Zoning Division are hereby adopted as follows:

Application Type	Fees
Consultant Fees	100% of the City's cost associated with any outside consultant review
Wayfinding Signs	\$75 Initial and \$25 annual fee (January) per business

ORDINANCE NUMBER 720

Page 2

Kiosk Advertisement Signs	\$50 annual fee (January)
Temporary Certificate of Occupancy-Deposit/Bond	100% of the construction cost to complete work plus 20% contingency for unforeseen expenses
Temporary Certificate of Occupancy-Fee	\$200 for single-family dwellings and \$500 for commercial projects

Section 2. 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 MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS ____ DAY OF SEPTEMBER 2022.

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	September 20, 2022
Subject:	Governor's Office of Highway Safety Grant Contract Number: 2023-PTS-018 Selective Traffic Enforcement Patrol (STEP) Details and Related Materials & Supplies
Department:	Police
From:	Steve Gesell, Chief of Police

REQUESTED ACTION

Authorization for the City Manager and Chief of Police to sign the attached GOHS contract to provide \$15,000 for overtime expenses that will be incurred from October 1, 2022 through September 30, 2023 for Selective Traffic Enforcement Patrol (STEP) Details and Materials & Supplies (Portable Breath Testers (PBT's), Radars, Tint Meter Inspection, and Tint Meters).

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve the Governor's Office of Highway Safety Grant/Contract Number 2023-PTS-018, and authorize the City Manager and Police Chief to sign said contract."

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department (CPD) with grant opportunities, providing funding of many thousands of dollars. In the past several years GOHS has awarded CPD funding to purchase the Mobile Command Vehicle, PBTs, Digital Speed Radar Signs, participate in hundreds of overtime hours for DUI Saturation and Check-Point Details, Red Light Running Details, as well as Child and Infant Car Safety Seat Events. This funding is the only way CPD is able to participate in these special details and events and to purchase the needed equipment.

JUSTIFICATION/BENEFITS/ISSUES

Signature is required before further evaluation and award of funds can occur. This funding is significant in that it will cover \$15,000.00 worth of overtime expenses

incurred during Selective Traffic Enforcement Patrol Details and in the purchase of necessary materials & supplies (PBT's, Radars, Tint Meter Inspection, Tint Meters). This funding allows the Department to participate in selective traffic enforcement such as, Red Light Running Details, School Zone Details and patrol areas of Cottonwood where traffic has become an issue.

COST/FUNDING SOURCE

Governor's Office of Highway Safety

ATTACHMENTS:

File Name	Description	Type
Contract_2023-PTS-018.pdf	2023-PTS-018 Contract	Cover Memo

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37523300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Cottonwood Police Department	GOHS CONTRACT NUMBER: 2023-PTS-018	
ADDRESS 199 S 6th Street Cottonwood, AZ 86326	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT: Jennifer Mathe	
ADDRESS 827 N Main St. Cottonwood, AZ 86326	3. PROJECT TITLE: STEP Enforcement Overtime and Related Materials and Supplies (PBT's, Radars, Tint Meter Inspection, Tint Meters)	
4. GUIDELINES: 402–Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's, Radars, Tint Meter Inspection, Tint Meters to enhance STEP Enforcement throughout the City of Cottonwood.		
6. BUDGET COST CATEGORY	Project Period FFY 2023	
I. Personnel Services	\$7,143.00	
II. Employee Related Expenses (39.99%)	\$2,857.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$5,000.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$15,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$15,000.00		

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

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 36

Total Population in city/town or county: 12,253

Total Road Mileage: Highway: 13 Local: 66 Total: 79

	2020	2019	2018
Total Crashes	261	305	363
Total Injury Crashes	71	94	112
Total Fatal Crashes	0	2	1
Total Impaired-related Crashes	9	11	13
Total Impaired-related Serious Injuries	1	1	1
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	7	36	10
Total Speed-related Serious Injuries	3	0	0
Total Speed-related Fatalities	0	2	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The City of Cottonwood has two major highways that run through significant portions of the City. State Highway 260 and State Route 89A bring motorists from all over the Verde Valley region from cities to include Camp Verde, Sedona, Jerome, Clarkdale, the Metropolitan Phoenix area and Flagstaff among others. It is estimated that the service population of the city is an upwards of approximately 40,000 people per day while the bedtime population drops to approximately 12,000 citizens. In those areas, the speed limit is drastically reduced. The size of the streets, combined with traffic congestion, make traffic enforcement extremely challenging in some locations, particularly during "rush hour" traffic hours. This underscores the necessity to request voluntary compliance and observance of the speed limit in certain locations. Educational Speed Radar signs and trailers have been installed or used in these high traffic areas reducing speeders. In fact, speeding citations have been reduced by 15% in the last year. The goal of the department for the next fiscal year is to educate and equip the remaining patrol officers to increase traffic safety goals. Their Police Department provides 24 hour public safety service and as such, conduct traffic enforcement and education campaigns around the clock.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's, Radars, Tint Meter Inspection, Tint Meters to enhance STEP Enforcement throughout the City of Cottonwood.

How Agency Will Solve Problem with Funding:

Federal funds will support Personnel Services Overtime and Employee Related Expenses to enhance STEP Enforcement throughout the City. Requested funds will be used for overtime expense to hold selective traffic details that include, but not limited to: Red Light Running; Saturated traffic details; School bus stop details and; Patrolling high speed areas generated from specific complaints. The Police Department has identified the objective of "Enhancing Traffic Safety," as a top Strategic Direction.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 20% from 15 during calendar year 2021 to 12 by December 31, 2023.

To decrease fatalities in speeding-related crashes 50% from 2 in calendar year 2021 to 1 by December 31, 2023.

To decrease serious injuries in speeding-related crashes 20% from 6 in calendar year 2021 to 5 by December 31, 2023.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 648 during Calendar Year 2021 to 712 during FFY 2023.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2023.

Additional Contract Objectives:

1. The first contract objective is to obtain city council approval to make traffic safety purchases along with obtaining updated bids and/or quotes for approved equipment purchases.
2. The second contract objective is to utilize the tint meters at various locations and embark on an education and enforcement campaign to further promote traffic safety.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's, Radars, Tint Meter Inspection, Tint Meters to enhance STEP Enforcement throughout the City of Cottonwood.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Cottonwood Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cottonwood Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: PBT's, Radars, Tint Meter Inspection, Tint Meters

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Detection Devices:**

The Cottonwood Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this Contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Cottonwood Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

BREATH TESTING DEVICES –**Requirements for Portable Breath Test Devices (PBTs):**

The Cottonwood Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Stephen Gesell, Chief, Cottonwood Police Department, shall serve as Project Director.

Jennifer Mathe, Senior Administrative Assistant, Cottonwood Police Department, shall serve as Project Administrator.

Jodi Special, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,143.00
II.	Employee Related Expenses (ERE 39.99%)	\$2,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies PBT's, Radars, Tint Meter Inspection, Tint Meters	\$5,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$15,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of \$15,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

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

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

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

Signature of Project Director:

Stephen Gesell, Chief
Cottonwood Police Department

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Ron Corbin, City Manager
City of Cottonwood

Date

Telephone

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City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting Date:	September 20, 2022
Subject:	Governor's Office of Highway Safety Grant Contract Number: 2023-405d-011 DUI Task Force Overtime
Department:	Police
From:	Steve Gesell, Chief of Police

REQUESTED ACTION

Authorizing the City Manager and Chief of Police to sign the attached GOHS contract to provide \$10,000.00 for overtime expenses that will be incurred from October 1, 2022 through September 30, 2023 for DUI Task Force Details.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve the Governor's Office of Highway Safety Grant, Contract Number 2023-405d-011, and authorize the City Manager and Police Chief to sign said contract."

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department with grant opportunities, providing funding of many thousands of dollars. In previous years the Department has received funding to purchase the Mobile Command Vehicle, Portable Breath Testers (PBTs) and funding for overtime DUI Task Force Saturation Details and Check-Points. The DUI Task Force Patrols focus on day to day DUI patrols (Saturation Details) as well as targeted special holiday patrols, i.e. prom night, graduation, Thanksgiving weekend, New Years Eve, etc., when check-points are usually set up. This funding is the only way Cottonwood Police Department is able to participate in these special DUI Task Force Details.

JUSTIFICATION/BENEFITS/ISSUES

Signature is required before further evaluation and award of funds can occur. This funding is significant in that it will cover \$10,000.00 worth of overtime expenses incurred during DUI patrols. This funding allows us to participate in DUI task force patrols and check-points within our jurisdiction as well as allows us to participate in

Multi-Agency Task Force activities by covering the monetary expense. Without this funding the Department would not be able to conduct the DUI Task Force details.

COST/FUNDING SOURCE

Governor's Office of Highway Safety

ATTACHMENTS:

File Name	Description	Type
Contract 2023-405d-011_(002).pdf	2023-405d-011 Contract	Cover Memo

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752330000405dAZM		Assistance Listings: 20.616
1. APPLICANT AGENCY Cottonwood Police Department	GOHS CONTRACT NUMBER: 2023-405d-011	
ADDRESS 199 S 6th Street Cottonwood, AZ 86326	PROGRAM AREA: 405d	
2. GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT: Jennifer Mathe	
ADDRESS 827 N Main St. Cottonwood, AZ 86326	3. PROJECT TITLE: DUI/Impaired Driving Enforcement Overtime	
4. GUIDELINES: 405d		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2023	
I. Personnel Services	\$7,500.00	
II. Employee Related Expenses (33.33%)	\$2,500.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$10,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 36

Total Population in city/town or county: 12,253

Total Road Mileage: Highway: 13 Local: 66 Total: 79

	2020	2019	2018
Total Crashes	459	261	305
Total Injury Crashes	91	71	94
Total Fatal Crashes	2	0	2
Total Impaired-related Crashes	13	9	11
Total Impaired-related Serious Injuries	2	1	1
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	12	7	36
Total Speed-related Serious Injuries	5	3	0
Total Speed-related Fatalities	0	0	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The City of Cottonwood encompasses approx. 16.655 sq. miles; has a population of more than 12,000; is located in Yavapai County which encompasses approx. 8800 sq. miles; is the largest city in the Verde Valley increase the City's population by 20 to 30%. The City serves this entire population whether they live within or outside the City limits & the Police Dept. also assists other agencies with DUI Investigations & Speed Enforcement Details. To keep up with the continued growth of the area, added tourism from the emerging wine industry, the Dept. takes an innovative approach to police services & strives to remain proactive in their efforts. The Cottonwood Police Dept. knows through experience, the only way to be aggressive in stopping impaired drivers is to conduct DUI & Speed Enforcement Operations & to provide support to surrounding agencies during these same types of operations while providing education to the general public through speed enforcement & speed monitoring devices. This being said, limited resources & manpower available to address the DUI related issues keeps the Dept. from being able to conduct these special details. In order to conduct the DUI & Traffic Enforcement, the Dept. needs the requested overtime funds to allow these details to operate successfully.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood.

How Agency Will Solve Problem with Funding:

Federal funds will support Personnel Services Overtime, and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood. The Cottonwood Police Department proposes to use the grant funds for overtime to support the on-going DUI Task Force that participates in saturation and checkpoint details. These DUI Enforcement Overtime Details are: Crucial enforcement programs in Cottonwood and surrounding areas; allow the Department to add extra enforcement on specific dates and holidays; will occur less often without GOHS funding.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 10% from 16 during calendar year 2021 to 14 by December 31, 2023.

To decrease fatalities in impaired driving-related crashes 100% from 2 in calendar year 2021 to 0 by December 31, 2023.

To decrease injuries in impaired driving-related crashes 50 % from 2 in calendar year 2021 to 2 by December 31, 2023.

Contract Objectives:

To participate in a minimum of 5 DUI saturation patrols per quarter during FFY 2023.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2023.

Additional Contract Objectives:

1. To conduct at least two (2) Know Your Limit campaigns by September 30, 2023.
2. To host and participate in at least one (1) Youth Preventative DUI Education class by September 30, 2023.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Cottonwood.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Cottonwood Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cottonwood Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Stephen Gesell, Chief, Cottonwood Police Department, shall serve as Project Director.

Jennifer Mathe, Senior Administrative Assistant, Cottonwood Police Department, shall serve as Project Administrator.

Jodi Special, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,500.00
II.	Employee Related Expenses (ERE 33.33%)	\$2,500.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of \$10,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

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

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

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

Signature of Project Director:

Stephen Gesell, Chief
Cottonwood Police Department

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Ron Corbin, City Manager
City of Cottonwood

Date

Telephone

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	September 20, 2022
Subject:	Water Meter Automation - Phase 3 of 5 - Cooperative Use of City of Goodyear Contract with Core and Main LP
Department:	Utility Services
From:	Thomas Whitmer

REQUESTED ACTION

Council approval to cooperatively use the City of Goodyear contract with Core and Main LP for the purchase and installation of new automated read (AMR) water meters and associated telemetry supporting equipment to enhance the efficiency, accuracy and monitoring capabilities of water use in the City of Cottonwood service area.

SUGGESTED MOTION

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

"I move to approve the cooperative use of the City of Goodyear contract with Core and Main LP for the purchase and installation of new automated read water meters and associated telemetry supporting equipment in an amount not to exceed \$525,000, and on the terms and conditions set forth in that contract."

BACKGROUND

Since the purchase of the water companies in 2006, the City has relied on utility technicians to manually read water meters, which is time consuming, sometimes hazardous, and prone to human error. The installation of remote read water meters dramatically improves the efficiency of collecting monthly customer water use, enhances the accuracy of tracking actual water use and enables the City to rapidly identify and notify a customer when a possible leak is detected. The City of Goodyear has a contract with Core & Main LP (Contract No.# 21-5694) for the purchase and installation of automated meter reading water meters and associated telemetry supporting equipment and staff is requesting that Council again approve the cooperative use of that contract, as it has previously done. Automated Meter Reading or AMR technology augments the

existing manual meter reading system by allowing drive-by or neighborhood reads in minutes instead of days with increased accuracy, efficiency and safety. This phase of the meter replacement encompasses Verde Village units 1 and 3 and the area within the City limits surrounding Mingus Union High School. The Water Department's ultimate goal is to fully automate the collection and tracking of customer water use, which is expected to occur over the next several years. If this request is approved, it will be the third phase of the 5 phases planned to complete the project, which as Council may recall was split into phases to spread out the cost.

JUSTIFICATION/BENEFITS/ISSUES

Use of the City of Goodyear contract with Core & Main LP allows the City of Cottonwood to continue to purchase and have installed new AMR residential water meters. The proposed new meter installation allows automated remote reading of customer's meters in Verde Village Units 1 and 3 and the area within the City limits surrounding Mingus Union High School. The current system takes a 3-person crew 5 work days to access, read and record each meter monthly. The situation created by this inefficient method has resulted in lost time, injuries, conflicts over access, data entry errors, inaccurate billing, and unreported leaks. Automation of this process will continue to increase efficiency and reduce long term costs, while improving data accuracy and customer service.

COST/FUNDING SOURCE

Utility Department Water CIP funds specifically allocated for meter automation.

ATTACHMENTS:

File Name	Description	Type
Core__Main_Proposal_9-1-2022.pdf	Core & Main Water Meter Purchase Proposal	Cover Memo



Bid Proposal for 22 0831 Cottonwood Change Out Jul 22- Jun 23

CITY OF COTTONWOOD, AZ

Bid Date: 04/12/2021

Core & Main 2515728

Core & Main

1410 W Harvard Ave

Gilbert, AZ 85233

Phone: 480-926-7003

Fax: 480-926-7050

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10		5/8X3/4 METERS			
20	1302	T10 5/8X3/4 USG R900I PROCODER BRZ W/6'ANT ED2B21RPWG11SG89	EA	282.60	367,945.20
		\$3 TRADE IN APPLIED			
		NORMAL COST \$255.00			
50	1302	METER INSTALL	EA	49.50	64,449.00
60	2602	3/4X1/8 THK RUBBER MTR WASHER	EA	0.15	390.30
70	55	5/8 REGISTER PROCODER R900I USG W/6' ANT RPW2G11SG89	EA	224.00	12,320.00
80	55	REGISTER INSTALL	EA	49.50	2,722.50
90		1 METERS			
100	25	T10 1 R900I PROCODER USG BRZ BTM 302 B&N W/6' ANT ED2F21RPWG11S619	EA	327.40	8,185.00
		\$3 TRADE IN APPLIED			
		NORMAL COST \$295			
130	25	METER INSTALL	EA	49.50	1,237.50
140	50	1X1/8 THK RUBBER METER WASHER	EA	0.23	11.50
150		MISC			
160	1	LABOR	EA	165.00	165.00
		PER MAN HOUR			
190		GATEWAY COLLECTOR			
200	2	GATEWAY COLLECTOR	EA	17,250.00	34,500.00
220		PRICING PER CITY OF GOODYEAR			
230		CONTRACT 21-5694			
				Sub Total	491,926.00
				Tax	33,034.33
				Total	524,960.33

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

CLAIMS EXCEPTIONS REPORT OF SEPTEMBER 6, 2022			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 8/05/2022	\$ 688,213.89
All	City of Cottonwood	Payroll 8/19/2022	685,531.81
All	City of Cottonwood	Payroll 09/02/2022	687,214.41
Gen	Adlers Appetite Inc	CO-Headliner for Thunder Valley Rally	9,000.00
All	Amazon Capital Services	Office Supplies	13,099.91
All	APS	Power Utilities - July & August	67,829.05
HURF	APS	Street Lights and Street Light Maintenance	5,546.27
Gen	Arizona State Treasurer	Court Fines	16,414.81
Gen	Arizona Supreme Court	Computer support & Maintenance	7,019.14
Utilities	Atlas Technical Consultants LLC	Injection Well design	11,074.93
Gen	Big Time Entertainment	Headliner & Co-Headliner TVR	20,250.00
Utilities	Brown & Brown Law Office	Adjudication	7,055.00
Gen	Carahsoft Technology	Opengov and DocuSign Agreements	105,711.43
All	City of Cottonwood	Water & Wastewater Utilities July & Aug	56,455.39
Utilities	Core & Main LP	Meters	7,115.80
CDBG	Courtney Barton - Barton Architects	VVHS - Design CDBG pass through grant	30,800.00
Gen	CyberRisk Collaboration LLC	Cybersecurity Collaborative	5,250.00
All	Diesel Direct West Inc	Fuel	18,481.47
All	Enterprise Fleet Management	Fleet Lease	66,680.75
Utilities	Ferguson Waterworks	Equipment Maintenance	5,347.05
All	GARDA	Armored Car Services	5,901.44
Transit	Hansen Enterprise Fleet Repair	Vehicle Maintenance	31,488.05
Gen	Kristina Hayden	Moving Allowance	5,000.00
Utilities	Hills Brothers Chemicals	Chemical	11,373.14
Gen	Industrial Commission of Arizona	Presumptive Cancer Insurance	32,013.16
HURF	Jud Co. LLC	Fir Street Sidewalk	49,228.55
Airport	Kimley Horn Associates Inc	Airport Master Plan	10,794.49
Gen	Main Place Floor & Window	Replace Carpet at Recreation Center	11,073.51
All	Melton & Sons Custodial	City Custodial	36,351.71
HURF	Paveco Inc	Mingus Ave Reconstruction	38,631.75
Gen	Prescott Law Group PLC	Prosecuting Attorney	5,500.00
Gen	Prevent Child Abuse Arizona	FY 2023 Contribution	1,000.00
Gen	Professional Development Academy	Supervisor Training	13,990.00
Utilities	Pure Technologies US Inc	Water system valve assessment	31,682.50
Gen	Shaw Law Firm	Court Appointed Attorney	17,280.00
Utilities	Slaughter/Nevada Grooves LLC	CO-Headliner for Thunder Valley Rally	11,250.00
Utilities	State of Arizona	WWTF - Water quality	6,084.92
Gen	The Pun Group LLP	FY 2022 Audit	15,000.00
Gen	Verde Valley Regional Economic Organization	Annual support	6,000.00
TOTAL			\$ 2,853,734.33