

## AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD FEBRUARY 6, 2024, AT 6:00 PM., AT THE CITY COUNCIL CHAMBERS--RIVERFRONT, 1083 RIVERFRONT ROAD, 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 740--AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE BY AMENDING SECTIONS 201 AND 404, TO ADD A DEFINITION OF REASONABLE VISUAL ACCESS, AND AMEND REQUIREMENTS FOR FENCE PERMITTING AND OUTDOOR STORAGE; SECOND AND FINAL READING.
  - 2. ORDINANCE NUMBER 741--AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE BY AMENDING SECTION 407 REGARDING LANDSCAPING REQUIREMENTS ON STREET FRONTAGES, AND CALCULATION OF REQUIRED LANDSCAPE MATERIALS; 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. RESOLUTION NUMBER 3257--A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AUTHORIZING A COOPERATIVE USE PURCHASING AGREEMENT FOR THE PURCHASE OF JOB ORDER CONTRACTING SERVICES FOR REPAIRS AND IMPROVEMENTS TO WASTEWATER AND WATER TREATMENT PLANTS AND SYSTEMS FROM FANN ENVIRONMENTAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS WELL AS JOB ORDER NUMBER ONE TO SUCH AGREEMENT IN AN AMOUNT NOT TO EXCEED \$451,649.00.
2. NEW SERIES 006 (BAR) LIQUOR LICENSE APPLICATION SUBMITTED BY ERIC SYLVESTER JURISIN, AGENT FOR BOCCE LOCATED AT 1060 NORTH MAIN STREET.
3. NEW SERIES 012 (RESTAURANT) LIQUOR LICENSE APPLICATION SUBMITTED BY RYAN JOSEPH STADELMAN, AGENT FOR PIZZERIA BOCCE LOCATED AT 1060 NORTH MAIN STREET.

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

1. RESOLUTION NUMBER 3258--A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, VACATING A PORTION OF THAT PUBLIC RIGHT-OF-WAY OF PIMA STREET IN WILLARD ADDITION FRONTING PROPERTY OWNED BY THE JOSÉ MANUEL REVOCABLE TRUST DATED APRIL 6, 2022; AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ALL FURTHER ACTIONS NECESSARY TO CARRY OUT THIS RESOLUTION.
2. DISCUSSION AND DIRECTION TO STAFF REGARDING FILLING THE CITY MANAGER POSITION:
  - INTERIM PUBLIC MANAGEMENT
  - GOVHR
  - RALPH ANDERSEN
  - WBCP.
3. COUNCIL MEMBER REQUEST FOR AGENDA ITEM--INTERVIEW AND APPOINTMENT OF AN ACTING CITY MANAGER:
  - RUDY RODRIGUEZ
  - TOM WHITMER
  - KIRSTEN LENNON
4. DISCUSSION OF LEGAL SERVICE PROPOSALS AND POTENTIAL AWARD OF CONTRACT:



- GUST ROSENFELD
- TIMOTHY A. LA SOTA

IX. MONTHLY FINANCIAL REPORT

1. FINANCIAL REPORT--OCTOBER, 2023.

X. CLAIMS AND ADJUSTMENTS

CLAIMS AND ADJUSTMENTS--FEBRUARY 6, 2024.

XI. ADJOURNMENT

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.

City of Cottonwood, Arizona  
City Council Agenda Communication



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Meeting Date:	February 6, 2024
Subject:	Ordinance Number 740--Amending the Zoning Ordinance by amending Sections 201 and 404 to add a definition of reasonable visual access, and amending requirements for fence permitting and outdoor storage; second and final reading.
Department:	Community Development
From:	Tina Hayden, Community Development Planner

#### REQUESTED ACTION

Second and final reading of Ordinance Number 740 - A Zoning Ordinance text amendment to Sections 201 (Article II Definitions) and 404 (General Provisions), to add a definition for reasonable visual access, and amend requirements for fence permitting and outdoor storage.

#### SUGGESTED MOTION

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

"I move to approve Ordinance Number 740, amending Sections 201 and 404 of the Zoning Ordinance, to add a definition for reasonable visual access, and amend requirements for fence permitting and outdoor storage."

#### BACKGROUND

Community Development staff has drafted a Zoning Ordinance amendment intended to update and clarify requirements of the Ordinance.

#### **Section 404. J: Walls and Fences**

Currently, the Zoning Ordinance states that a fence permit shall be required before a perimeter fence or wall may be constructed, reconstructed, or altered within the City of Cottonwood. It is unclear as to what fences the term a "perimeter fence" would apply to, and staff has determined that removal of the word "perimeter" is needed to clarify that

all fences or walls are required to be permitted.

The Zoning Ordinance currently requires review and approval of fence permits by the Code Review Board. Also, if fence materials differ from what is currently listed, then Conditional Use Permit approval by the Planning and Zoning Commission is required. In an effort to streamline the fence permitting process, staff has determined that review and approval by Community Development Staff would be sufficient for fence permits and alternative fence materials (see attached draft amendment).

## **Section 201 (Article II): Definitions and Section 404.L: Outdoor Storage and Junk Vehicles**

Staff has determined the need to clarify provisions regarding residential outdoor storage. Staff proposes a provision that would set requirements regarding the location and screening of outdoor storage for residential uses; and list conditions that would not be permitted for health and safety reasons. Staff has further determined that it would be necessary to define reasonable visual access. The proposed text amendment would add the following provisions:

For single-family residences, all outdoor storage shall be screened by a 6-foot tall, solid appearing wall or fence, and kept in a neat and orderly fashion. Outdoor storage that results in any of the following conditions shall not be permitted:

- Safety hazards, or
- Infestations of vermin and/or pests, or
- Visual nuisance due to the excessive accumulation of items as viewed by those with reasonable visual access, or
- Items stacked higher than the screening fence/wall.

The text amendment regarding Section 201 proposes the following definition:

"REASONABLE VISUAL ACCESS- The unimpeded view of a person of average height and visual ability, legally occupying a public place or private property regardless of differences in grade or building height, and not using magnifying visual aids such as binoculars or telescopes."

On November 20, 2023, the Planning and Zoning Commission held a public hearing and unanimously recommended approval of the proposed amendments. There have been no public comments to date.

On January 16, 2024, the City Council held a public hearing and first reading of the Ordinance.

Per state law, staff considered the probable impact of the amendment on the cost to construct housing and believes it would not increase housing costs.

#### JUSTIFICATION/BENEFITS/ISSUES

The proposed amendments would update and clarify certain requirements of the Zoning Ordinance.

#### COST/FUNDING SOURCE

There are no costs associated with the proposed amendments.

#### ATTACHMENTS:

File Name	Description	Type
SECTION_201_AND_SECTION_404_Markup.pdf	Section 201 and 404_DRAFT Not Yet Accepted	Backup Material
ORDINANCE_740_FENCES_AND_STORAGE.pdf	Ordinance Number 740	Ordinance

## ARTICLE II – DEFINITIONS

### SECTION 201. GENERAL.

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PUBLIC HEARING- Hearings held as required by law.

PUBLIC UTILITY- private or public facilities for distribution of various services, such as water, power, gas, communication, etc., to the public.

REASONABLE VISUAL ACCESS – The unimpeded view of a person of average height and visual ability, legally occupying a public place or private property regardless of differences in grade or building height, and not using magnifying visual aids such as binoculars or telescopes.

RECOVERY HOME- Private residence offering a structured management program to support the recovery of adults with a background of drug and/or alcohol abuse. Usually includes on-site professional staff and group support services.

RECREATION FACILITIES- Includes buildings, structures or areas built or developed for purposes of entertaining, exercising or observing various activities participated in either actively or passively by individuals or organized group.

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### SECTION 404. GENERAL PROVISIONS.

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#### J. WALLS AND FENCES.

##### 1. PERMITS:

- a. A fence permit shall be required before a ~~perimeter~~ fence or wall may be constructed, reconstructed or altered within the City of Cottonwood.
- b. A legible drawing shall be submitted showing all fence dimensions, gates, lot lines, setbacks and buildings on the property and all adjacent streets and alleys. On the drawing also indicate the height of the fence and type of materials from which it is to be constructed. If the fence\wall is to be constructed of block or concrete indicate the type of reinforcing and type and size of footings.

##### 2. EXCEPTION:

Fences within the GA, General Agricultural Zone, intended for the keeping of livestock, however said fences shall conform to requirements of this Section.

##### 3. ALL FENCE PERMITS:

Shall be reviewed by Community Development Staff ~~the Code Review Board~~ prior to being issued so as to be in compliance with all Codes.

4. HEIGHT:

- a. No solid, view obscuring wall or fence over four (4) feet high shall be constructed or maintained nearer to the street line than the required front yard setback line, nor be more than six (6) feet in height in any rear or side yards, except where height limitations on corner lots prescribed in subsection 404.1 are applicable. A fence no higher than six (6) feet high with at least the upper two (2) feet not being opaque or solid may be constructed nearer to the street than the required front yard setback line subject to Conditional Use Permit approval. Fences exceeding the above heights may be built around schools and other public or quasi-public institutions when necessary for the safety or restraint of the occupants thereof, or within Industrial areas with Design Review approval by the Planning and Zoning Commission. The height regulations shall not apply when fences of greater height are approved by the Planning and Zoning Commission in order to provide adequate screening.
  - b. Refer to Article V. for specific screening requirements.
5. No person shall place a fence or wall near any fire hydrant, fire department connection or fire protection system valve that would prevent such equipment or hydrant from being immediately discernible or in any other manner deter or hinder the fire department from gaining immediate access to said equipment or hydrant. A minimum of three (3) feet clear space shall be maintained around the circumference of the fire hydrant except as otherwise required or approved by the Code Review Board.
6. Hazardous Materials: No wall or fence shall contain barbed wire, electrical current or charge of electricity, broken glass or similar hazardous materials or devices, provided that fences enclosing storage areas in Industrial Zoning Districts may contain barbed wire so long as such wire is located not less than six (6) feet above grade. Fences containing electrical current or barbed wire shall be allowed within Agricultural or Agricultural- Residential Zoning Districts provided a Conditional Use Permit has been secured for such purpose.
7. Materials and Design: ~~Fences and walls in all Zoning districts shall be constructed of material in new condition only. Material must be wood, woven wire or masonry, of conventional design. Fences or walls of other than specified material or of other than conventional design, shall be allowed only by Conditional Use Permit, except that fence constructed of pipe shall be allowed in any Agricultural or Agricultural Residential Zoning Districts.~~ Fences and walls in all Zoning districts shall be constructed of wood, chain-link, or masonry materials in good condition. Fences constructed of pipe shall be allowed in all Agricultural and Agricultural Residential Zoning Districts. Fences or walls made of comparable or superior materials may be approved by the Community Development Department on an individual basis.

8. Swimming Pools: All swimming pools shall be enclosed by a solid wall, wood or chain link fence not less than five (5) feet nor more than six (6) feet in height so as to prevent uninvited access.
9. Storage Facilities: Where "storage facilities" are to be enclosed by a masonry wall or solid fence as required elsewhere in this Ordinance, such enclosure shall be considered adequate only when constructed of: masonry without aperture, chain link with slats or wood fence with no aperture exceeding one quarter (1/4) inch.
10. Refer to Article V, Section 501, for specific screening requirements.
11. Fees: No fee shall be charged for Conditional Use Permits concerning fences.

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#### L. OUTDOOR STORAGE AND JUNK VEHICLES.

1. Definitions:
  - a. Outdoor Storage: The location of any goods, services, wares, merchandise, commodities, junk, debris, vehicles or any other item outside of a completely enclosed building for a continuous period longer than twenty-four (24) hours.
  - b. Junk Vehicle: A vehicle or any other major portion thereof which is incapable of movement on its own power and will remain so without major repair, or does not have a valid and current State of Arizona registration certificate and/or which does not conform to the State of Arizona Motor Vehicle Division standards for operation of a motor vehicle on public streets or highways.
2. Outdoor Storage in Commercial and Industrial Zones: Outdoor storage shall not be allowed in the required front yard of a lot, and shall be screened by a six (6) foot high solid masonry fence or a fence or screening of a height and material as allowed or required by the Planning and Zoning Commission, except for items that meet all of the following criteria:
  - a. Items made of durable material, not requiring shelter under tarps or other protective coverings,
  - b. Items for sale and related to the primary use of the business/property,
  - c. Items placed or secured so that they do not fall into any designated walkways or over property lines, and
  - d. Items kept in a neat and orderly fashion.

Refer to Article V, Section 501, for specific screening requirements.

3. For single-family residences, all outdoor storage shall be screened by a 6-foot tall, solid appearing wall or fence, and kept in a neat and orderly fashion. Outdoor storage that results in any of the following conditions shall not be permitted:

a. Safety hazards, or

b. Infestations of vermin and/or pests, or

c. Visual nuisance due to the excessive accumulation of items as viewed by those with reasonable visual access, or

d. Items stacked higher than the screening fence/wall.

3.4.Junk Vehicles: Junk vehicles shall be stored between the rear of the main structure and the rear lot line and shall not be visible from any public street. In no case shall junk vehicles be stored on a lot, tract or parcel unless screened from view from any public street by a screened fence in accordance with the screened fencing provisions of the Zoning Code pertaining to height and materials. No more than two (2) junk vehicles shall be stored on any lot, tract or parcel unless authorized by Conditional Use Permit granted by the Planning and Zoning Commission.

4.5.Existing Outdoor Storage and Junk Vehicles: All outdoor storage and junk vehicles existing at the time of the passage of this Ordinance shall, within twelve (12) months of its passage, be made to comply fully with these requirements or be removed.

5.6.Vending Machines: Exempt from the requirements of this Section are vending machines, not to exceed three (3) in number or on any one property. Permission to maintain in excess of three (3) vending machines shall be by Conditional Use Permit.

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## ORDINANCE NUMBER 740

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE BY AMENDING SECTIONS 201 AND 404, TO ADD A DEFINITION OF REASONABLE VISUAL ACCESS, AND AMEND REQUIREMENTS FOR FENCE PERMITTING AND OUTDOOR STORAGE.

WHEREAS, The City of Cottonwood Planning and Zoning Commission has recommended that the City Council update and amend certain provisions in the City's Zoning Ordinance; and

WHEREAS, the City Council finds that the amendments recommended by the Planning and Zoning Commission are appropriate and in the City's best interests.

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

**Section 1.** That ARTICLE II, SECTION 201 of the Zoning Ordinance is hereby amended by adding a new definition, as follows:

REASONABLE VISUAL ACCESS – The unimpeded view of a person of average height and visual ability, legally occupying a public place or private property regardless of differences in grade or building height, and not using magnifying visual aids such as binoculars or telescopes.

**Section 2.** That SECTION 404. GENERAL PROVISIONS. J. WALLS AND FENCES, of the Zoning Ordinance is hereby amended by deleting Subsection 1.a in its entirety and adding a new Section 1.a; and by deleting Subsection 3 in its entirety and adding a new Section 3; and by deleting Subsection 7 in its entirety and adding a new Subsection 7, as follows:

### J. WALLS AND FENCES

#### 1. PERMITS:

- a. A fence permit shall be required before a fence or wall may be constructed, reconstructed, or altered within the City of Cottonwood.

ORDINANCE NUMBER 740

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3. ALL FENCE PERMITS:

Shall be reviewed by Community Development Staff prior to being issued so as to be in compliance with all Codes.

7. Materials and Design: Fences and wall in all Zoning Districts shall be constructed of wood, chain-link, or masonry materials in good condition. Fences constructed of pipe shall be allowed in all Agricultural and Agricultural Residential Zoning Districts. Fences or walls made of comparable or superior materials may be approved by the Community Development Department on an individual basis.

**Section 3.** That SECTION 404. GENERAL PROVISIONS. L. OUTDOOR STORAGE AND JUNK VEHICLES, of the Zoning Ordinance is hereby amended by deleting Subsection 3 in its entirety and adding a new Subsection 3; and renumbering the former Subsections 3-5 as Subsections 4-6, as follows:

3. For single-family residences, all outdoor storage shall be screened by a 6-foot tall, solid appearing wall or fence, and kept in a neat and orderly fashion. Outdoor storage that results in any of the following conditions shall not be permitted:
- a. Safety hazards, or
  - b. Infestations of vermin and/or pests, or
  - c. Visual nuisance due to the excessive accumulations of items as viewed by those with reasonable visual access, or
  - d. Items stacked higher than the screening fence/wall.
4. Junk Vehicles: Junk vehicles shall be stored between the rear of the main structure and the rear lot line and shall not be visible from any public street. In no case shall junk vehicles be stored on a lot, tract or parcel unless screened from view from any public street by a screened fence in accordance with the screened fencing provisions of the Zoning Code pertaining to height and materials. No more than two (2) junk vehicles shall be stored on any lot, tract or parcel unless authorized by Conditional Use Permit granted by the Planning and Zoning Commission.

ORDINANCE NUMBER 740

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5. Existing Outdoor Storage and Junk Vehicles: All outdoor storage and junk vehicles existing at the time of the passage of this Ordinance shall, within twelve (12) months of its passage, be made to comply fully with these requirements or be removed.
6. Vending Machines: Exempt from the requirements of this Section are vending machines, not to exceed three (3) in number or on any one property. Permission to maintain in excess of three (3) vending machines shall be by Conditional Use Permit.

**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 or 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 6TH DAY OF FEBRUARY 2024.

X

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Tim Elinski  
Mayor

APPROVED AS TO FORM:

ATTEST:

X

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William J. Sims, III  
Attorney, Sims Mackin, Ltd.

X

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Tami Mayes  
City Clerk

City of Cottonwood, Arizona  
City Council Agenda Communication



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Meeting Date:	February 6, 2024
Subject:	Ordinance Number 741--Amending the Zoning Ordinance by amending Section 407 regarding landscaping requirements on street frontages, and calculation of required landscape materials; second and final reading.
Department:	Community Development
From:	Tina Hayden, Community Development Planner

### REQUESTED ACTION

Second and final reading of Ordinance Number 741--A Zoning Ordinance text amendment to Section 407 (Landscaping Requirements) regarding landscaping requirements on street frontages, and calculation of required landscape materials; second and final reading.

### SUGGESTED MOTION

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

"I move to approve Ordinance Number 741 amending Section 407 of the Zoning Ordinance regarding landscaping requirements on street frontages, and calculation of required landscape materials."

### BACKGROUND

Community Development staff proposes amendments to the Zoning Ordinance's landscaping requirements, intended to add clarity and reduce costs for projects that must provide landscape yards along street frontages.

#### **Section 407.D.2 Fractional Numbers**

Staff proposes a new subsection clarifying that in calculating the number of landscape materials required in Section 407, fractional amounts are rounded up or down to the nearest whole number. Currently, no such guidance exists.

#### **Section 407.E.1.c.3 Number of Plants**

Staff proposes reducing the number of trees required along street frontages from one tree per 25 feet to one tree per 30 feet of lot line adjacent to a street and reducing the required number of

shrubs from three shrubs per 25 feet to three shrubs per 30 feet. The decreased spacing ratio provides for more flexibility, and allows for use of larger-canopied trees, while still providing a full-looking line of landscape materials when viewed at a typical angle driving or walking along a street. Amendments to this provision also clarify that the length of a lot line taken up by access

driveways may be subtracted from the lot line length used in the calculation of number of plant materials, but the subtraction may not exceed 30 feet.

Trees and shrubs are not currently required to be placed exactly every 25 feet, but can be "clustered" if needed, so long as the required numbers are installed. The amendment would still allow this to occur, as there are instances that prevent placement of trees and shrubs at those exact intervals.

On November 20, 2023, the Planning and Zoning Commission held a public hearing and unanimously recommended approval of the proposed amendment. At the meeting, one member of the public spoke out in opposition to the proposed text amendment.

On January 16, 2024, the City Council held a public hearing and first reading of the Ordinance.

Per state law, staff has considered the probable impact of the amendment on the cost to construct housing and believes it would not increase housing costs.

#### JUSTIFICATION/BENEFITS/ISSUES

The proposed amendment would update and clarify certain requirements of the Zoning Ordinance.

#### COST/FUNDING SOURCE

There are no costs associated with the proposed amendment.

#### ATTACHMENTS:

File Name	Description	Type
ZO-23-003_Section_407_Landscaping_Markup.pdf	Section 407 MARKUP DRAFT Not Yet Accepted	Backup Material
ORDINANCE_NUMBER_741_LANDSCAPING_STANDARDS.pdf	Ordinance Number 741	Ordinance

## SECTION 407. LANDSCAPING REQUIREMENTS.

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### D. GENERAL REGULATIONS.

1. Applicability. The provisions of this section shall apply to all parcels within the city limits of Cottonwood, except single family residential uses not otherwise part of a planned area development. Landscaping requirements shall apply to single family residential through the Planned Area Development (PAD) zoning process.

~~1.2.~~ Fractional Numbers: In calculating the total number of required trees and shrubs, fractional amounts are to be rounded to the nearest whole number (half and above shall be rounded to the next number).

~~2.3.~~ Undeveloped areas. All portions of the development site not occupied by buildings, structures, vehicle access and parking areas, loading/unloading areas, and approved storage areas shall be landscaped in accordance with these provisions.

~~3.4.~~ Landscape ground treatment. Portions of the required landscape area that are not shown with trees, shrubs or other plant material, or walls, walkways or other landscape features, shall be covered with decomposed granite, organic mulch or acceptable ground cover alternative.

~~4.5.~~ Phased development. Future building pads within a phased development shall be improved with temporary landscaping, or otherwise maintained weed-free in such a manner as may be approved by the director. Disturbed portions of future development areas approved for phased development shall be treated with approved landscape material or covered with an approved aggregate groundcover, such as decomposed granite or gravel.

~~5.6.~~ Maintenance. The property owner and/or tenant/s shall maintain all plants and landscape materials in accordance with approved plans. Dead or mission plants must be replaced within 90 days from written notice by the Community Development Director.

~~6.7.~~ Right-of-way landscaping. It shall be the responsibility of the developer to provide and maintain landscaping in the street right-of-way area contiguous with their development site for all areas not used for streets, driveways, sidewalks, curbs, gutters and other similar development. Proposed and existing landscaping within abutting right-of-way must be shown on landscape plan.

~~7.8.~~ Curbs. Where wheel stops are required to prevent vehicular intrusion into landscape areas, continuous curbing shall be installed, except for openings to allow pedestrian connections, drainage structures and to allow collection of rainwater runoff for adjacent landscaping areas.

~~8.9.~~ Trash and Refuse Collection Area. Where visible from a street or adjacent properties, trash enclosures shall have a masonry screening wall enclosure with landscape buffering treatment. Gates and doors, which may be wood or chain link with slats shall be oriented away from any streets, driveway entrance or from a primary building entrance.

~~9.10.~~ Certificate of Occupancy. Landscaping must be installed prior to issuance of a Certificate or receiving a final inspection from the City of Cottonwood. If the landscaping cannot be installed due to seasonal or weather related issues, or some other authorized reason, including applicable provisions of the City of Cottonwood Drought and Water Shortage Preparedness Plan, the owner shall provide the Community Development Director with a written request describing the reasons to allow occupancy prior to completion of landscaping and the projected date of installation so as to allow issuance of a Temporary Certificate of Occupancy.

## E. LANDSCAPING STANDARDS

The landscaping requirements for a development site shall be based on the separate design calculations for Street Frontage, Interior Property Lines, Parking Lots and Building Area Landscaping. Where such areas overlap, an exception shall be granted to allow the concurrent calculation of such landscape material where the intent of each section is determined to be addressed. Additional landscaping may be required with Open Space Areas, Retention Basins and undeveloped areas of a site.

### 1. Street Perimeter Landscaping.

- a. The required landscape areas adjacent to street frontages shall be considered exclusive of parking areas, interior drive aisles and building structures. The street landscape yard shall be maintained with plant materials and groundcovers but may include sidewalks, driveway crossings, signs, utility equipment, low decorative screen walls and retention basins.
- b. Landscaping in the Right-of Way: Landscaping of undeveloped right-of-way between the property line and the constructed street edge is required in addition to the minimum on-site landscaping requirements. Right-of-

way landscaping shall be limited to decomposed granite, ground cover, low shrubs and other approved low water use plants. Trees may be located in the right-of-way where approved by the City so as to not impact site visibility standards for vehicles.

c. Street Frontage:

- 1) Arterial Streets and Highways: Minimum fifteen feet (15') landscape yard width measured from the back edge of the sidewalk. Where no sidewalk exists the landscape yard width shall be measured from the right-of-way line.
- 2) Collector Streets and all other streets: Minimum ten feet (10') landscape yard measured from the back edge of the sidewalk. Where no sidewalk exists the landscape yard width shall be measured from the right-of-way line.
- 3) Number of Plants: ~~The required number of plants shall be based on the total lineal length of the property line for the landscape area where at least one (1) tree and three (3) shrubs shall be calculated per twenty-five (25) linear feet of adjacent property line. Plants may be clustered according to xeriscape principles, as long as the total number included is based on the length of the landscape areas. A minimum of one (1) tree and three (3) shrubs shall be required for every thirty (30) linear feet of property line adjacent to a street. The number of linear feet used for calculation of required landscape materials may be reduced by the width of an access drive; but the reduction shall not exceed thirty (30) feet for the entire frontage. Plants may be clustered according to xeriscape principles.~~
- 4) Size of Plants: required trees shall be at least fifteen (15) gallon size tree. Shrubs shall be minimum 1 gallon size.

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## ORDINANCE NUMBER 741

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE BY AMENDING SECTION 407 REGARDING LANDSCAPING REQUIREMENTS ON STREET FRONTAGES, AND CALCULATION OF REQUIRED LANDSCAPE MATERIALS.

WHEREAS, The City of Cottonwood Planning and Zoning Commission has recommended that the City Council update and amend certain provisions in the City's Zoning Ordinance; and

WHEREAS, the City Council finds that the amendments recommended by the Planning and Zoning Commission are appropriate and in the City's best interests.

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

**Section 1.** That SECTION 407. LANDSCAPING REQUIREMENTS. D GENERAL REGULATIONS, of the Zoning Ordinance is hereby amended by deleting Subsection 2 in its entirety and adding a new Subsection 2; and renumbering the former Subsections 2-9 as Subsections 3-10; as follows:

### D. GENERAL REGULATIONS.

2. Fractional Numbers: In calculating the total number of required trees and shrubs, fractional amounts are to be rounded to the nearest whole number (half and above shall be rounded to the next number).
3. Undeveloped areas. All portions of the development site not occupied by buildings, structures, vehicle access and parking areas, loading/unloading areas, and approved storage areas shall be landscaped in accordance with these provisions.
4. Landscape ground treatment. Portions of the required landscape area that are not shown with trees, shrubs or other plant material, or walls, walkways or other landscape features, shall be covered with decomposed granite, organic mulch or acceptable ground cover alternative.

ORDINANCE NUMBER 741

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5. Phased development. Future building pads within a phased development shall be improved with temporary landscaping, or otherwise maintained weed-free in such a manner as may be approved by the director. Disturbed portions of future development areas approved for phased development shall be treated with approved landscape material or covered with an approved aggregate groundcover, such as decomposed granite or gravel.
6. Maintenance. The property owner and/or tenant/s shall maintain all plants and landscape materials in accordance with approved plans. Dead or mission plants must be replaced within 90 days from written notice by the Community Development Director.
7. Right-of-way landscaping. It shall be the responsibility of the developer to provide and maintain landscaping in the street right-of-way area contiguous with their development site for all areas not used for streets, driveways, sidewalks, curbs, gutters and other similar development. Proposed and existing landscaping within abutting right-of-way must be shown on landscape plan.
8. Curbs. Where wheel stops are required to prevent vehicular intrusion into landscape areas, continuous curbing shall be installed, except for openings to allow pedestrian connections, drainage structures and to allow collection of rainwater runoff for adjacent landscaping areas.
9. Trash and Refuse Collection Area. Where visible from a street or adjacent properties, trash enclosures shall have a masonry screening wall enclosure with landscape buffering treatment. Gates and doors, which may be wood or chain link with slats shall be oriented away from any streets, driveway entrance or from a primary building entrance.
10. Certificate of Occupancy. Landscaping must be installed prior to issuance of a Certificate or receiving a final inspection from the City of Cottonwood. If the landscaping cannot be installed due to seasonal or weather related issues, or some other authorized reason, including applicable provisions of the City of Cottonwood Drought and Water Shortage Preparedness Plan, the owner shall provide the Community Development Director with a written request describing the reasons to allow occupancy prior to completion of landscaping and the projected

ORDINANCE NUMBER 741

Page 3

date of installation so as to allow issuance of a Temporary Certificate of Occupancy.

**Section 2.** That SECTION 407. LANDSCAPING REQUIREMENTS. E LANDSCAPING STANDARDS, of the Zoning Ordinance is hereby amended by deleting Subsection 1.c.3) in its entirety and adding a new Subsection 1.c.3), as follows:

E. LANDSCAPING STANDARDS

1. Street Perimeter Landscaping.

c. Street Frontage:

- 3) Number of Plants: A minimum of one (1) tree and three (3) shrubs shall be required for every thirty (30) linear feet of property line adjacent to a street. The number of linear feet used for calculation of required landscape materials may be reduced by the width of an access drive; but the reduction shall not exceed thirty (30) feet for the entire frontage. Plants may be clustered according to xeriscape principles.

**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 or competent jurisdiction, such a decision shall not affect the validity of the remaining portions thereof.

ORDINANCE NUMBER 741

Page 4

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY  
THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 6TH  
DAY OF FEBRUARY 2024.

X

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Tim Elinski  
Mayor

APPROVED AS TO FORM:

ATTEST:

X

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William J. Simms, III  
Attorney, Sims Mackin, Ltd.

X

---

Tami Mayes  
City Clerk

City of Cottonwood, Arizona  
City Council Agenda Communication



 Print

Meeting Date:	February 6, 2024
Subject:	Resolution Number 3257--Mingus Wastewater Treatment Plant Sand Filter Rebuild
Department:	Utility Services
From:	Thomas Whitmer, Utilities Director

**REQUESTED ACTION**

Staff is requesting Council approve the agreement for wastewater and water treatment systems Job Order Contracting Services to Fann Environmental, LLC, for the Mingus Wastewater Treatment Plant.

**SUGGESTED MOTION**

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

"I move to approve Resolution Number 3257 authorizing the cooperative agreement for the procurement of wastewater and water treatment systems Job Order Contracting Service to Fann Environmental, LLC in an amount not to exceed \$451,649 and authorize the Mayor to execute the agreement on behalf of the City."

**BACKGROUND**

The two sand filters at the Mingus Wastewater Treatment Plant have been in operation since the plant was constructed in 1988 and are in serious need of being rebuilt. The sand filters play an essential role in ensuring the turbidity of the effluent is maintained below the plant's permit requirement of 2 NTUs for a 24 hour period. Exceeding the permit requirement of 2 NTUs for a 24 hour period will prohibit the use of reclaimed water for construction water, which will seriously impact construction in Cottonwood. If the turbidity exceeds 5 NTUs, the plant could receive a violation from the Arizona Department of Environmental Quality.

Recently, several of the fins in both filters became dislodged allowing sand to settle and the turbidity to exceed 2 NTUs for brief periods. It was only rapid response of the wastewater operators to implement a temporary change in the operation that the turbidity was able to be lowered below 2 NTUs. The implemented changes are only temporary and must be monitored continuously in order to ensure the plant is in compliance with its permit.

Because of the age and condition of the plant, the wastewater staff reached out to the manufacturer of the sand filters (Aqua Aerobics) in June 2023 to determine the cost of rebuilding the sand filters. When the fins became dislodged, wastewater staff reached out to Aqua Aerobics again as well several other manufacturers of other filtration systems for wastewater to obtain a cost proposal for repairing

or replacing the sand filters. Based on cost proposal received from Aqua Aerobics and the conversations with other manufacturers the least cost and most timely solution was to have the sand filters rebuilt. The proposal (#171513) submitted by Aqua Aerobics through their exclusive contractor for the State of Arizona, Fann Environmental LLC, came in at \$451,649. The estimated time to complete the work is six to nine months. The estimated time to install a new filtration system was 18 to 24 months.

Documents attached are pending approval by an attorney.

#### JUSTIFICATION/BENEFITS/ISSUES

The sand filters at the Mingus Wastewater Treatment Plant are 35 years old and are an essential component of the treatment process. Without a functioning filtration system, it is impossible to meet the turbidity requirements for using the water for construction. With the current city ordinance mandating the use of only reclaimed water for construction and dust control, the inability to provide water will seriously impact the construction industry in Cottonwood. If the turbidity exceeds a certain threshold, it could also result in water quality violations from the Arizona Department of Environmental Quality.

#### COST/FUNDING SOURCE

The complete bid price for the wastewater treatment plant sand filter repair project is for an amount not to exceed \$451,649 and is budgeted for in the Wastewater Capital Budget.

#### ATTACHMENTS:

File Name	Description	Type
Aqua Aerobics Sand Filter Rebuild with Skimmer - _Proposal_#171513.pdf	Updated Sand Filter Rebuild Cost Proposal	Backup Material
2024_01_18_Cottonwood_Proposal_Sand_Filter_Rehab+_Skimmers.pdf	Original Sand Filter Rebuild Cost Proposal with Cover Letter	Backup Material
JOC_-_City_of_Page_final.pdf	Job Order Contracting (JOC) Contract	Backup Material
2-6-24_Cooperative_Purchase_Agreement_-_Fann_-_pre- attorney_review.pdf	Cooperative Purchase Agreement	Backup Material
2-6-24_Job_Order_Agreement_1_-_Fann_Environmental_LLC_-_pre- attorney_review.pdf	Job Order Agreement 1 - Fann Environmental LLC	Backup Material
Resolution_3257_Cooperative_Agreement_Fann.pdf	Resolution Number 3257	Resolution



**AQUA-AEROBIC SYSTEMS, INC.**  
A Metawater Company

**Proposal#: 171513**

**TO: Cottonwood WWTP**  
**1480 West Mingus Ave.**  
**Cottonwood**  
**Arizona 86326**  
**USA**

**PROJECT: COTTONWOOD WWTP**

**ATN: Matt Wescott**

**PROPOSAL DATE: January 18, 2024**

**CC: IES Southwest, Inc. / ph#: 480/488-3009**  
**Ryan Spielman**

**The following Notes apply to Aqua-Aerobic Systems' proposal:**

- We are pleased to quote, for acceptance within 90 days of this date, prices and terms on goods listed below.
- Equipment will be furnished and installed by Aqua-Aerobic Systems, Inc. with unloading of goods and any civil work by the Buyer.
- This proposal is for the rebuild of two (2) Aqua Aerobic 16' x 30' ABF sand filters with 8" cells, the addition of a skimmer on each, located at Cottonwood WWTP.
- Aqua Aerobic Systems shall retain the services of a contractor to perform the following:

**TURNKEY TEARDOWN:**

A. Contractor will remove all ¼ - 20 hardware, angles, rods, and old porous plates. After removal all cells and ledges will be cleaned, inspected, and prepared for the new porous plates.

**TURNKEY INSTALLATION:**

- a. The new porous plates, angles, spacer rods, sealant, and hardware will be installed.
- b. While caulking is curing, a light test will be performed to assure the plates are installed properly for the plant.
- c. The new filter media shall be installed via supersack bag delivery.
- d. A new wear strip and back wash shoe shall be installed.
- e. Installation of new skimmer, including field wiring.
- f. Start up of the filter and skimmer, once all work is complete.

**NOTES:**

The customer shall provide for the following:

1. The owner will remove the media above and below the porous plates.
2. Offloading of equipment shipments.
3. A dumpster for removal of waste material.
4. The ability to prevent flow from entering into the filter during the rebuild process.
5. Electrical service at 120 volt, 20 amp.
6. Access to the site from 7 AM to 7 PM.
7. Storage of the equipment shipments in a dry location, prior to installation.

- Note that price does not include delays beyond contractor control. Price is for non-union labor.

**2 Underdrain Installation Component(s) consisting of:**

- Ceramically bonded alumina porous plate(s).
- Tube(s) of sealant.
- Retaining angle(s).
- Stainless steel spacer stud(s).
- Wear strip(s).



- Wear strip SS hardware
- High grade silica sand approximately 11 inches deep, complying with sections 1, 2.2 and 5 of the standard specifications for the filtering material (AWWA Designation B100-89). The 10% size or effective size shall be between .55 and .65 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.50. Media will be delivered in 4,000 # supersacks.
- Rechargeable caulking gun(s).

**2 Backwash Shoe Assembly(ies) consisting of:**

- Polypropylene backwash shoe(s).
- Stainless steel backwash shoe center plate(s).
- PVC backing plate(s).
- PVC piping and fitting(s).
- Backwash Hose(s) - 4"
- Stainless steel hose clamp(s) - 4"

**2 Backwash Shoe Tensioning Assembly Component(s) consisting of:**

- Backwash shoe tensioning bracket(s).
- Backwash shoe compression spring(s).
- Tensioning rod(s).

**2 Skimmer Installation Component(s) consisting of:**

- 304 stainless steel skimmer frame(s).
- Polypropylene skimmer blade(s).
- Neoprene wall wiper(s).
- Submersible pump(s) with 1/2 HP, 3 ph motor.
- Skimmer pump seal(s).
- Pump mounting plate(s).
- Adjusting rod(s).
- PVC ball valve(s).
- Floating skimmer collection head(s).
- Skimmer head stop collar(s).
- Flexible hose(s).
- Stainless steel hose clamps.
- Stainless steel hardware.

**Engineering****1 Set(s) Documentation will be provided as described:**

- Operation & Maintenance Manuals (English language) in electronic format.

**Supervision/Freight Domestic****1 Supervision Services and Freight Package(s) will be provided as follows:**

- Installation of parts as described above
- Freight to Jobsite

**The Following Notes apply to Aqua-Aerobic Systems' Proposal:**

- We expect record set drawings to be completed and in transit to you approximately 10-14\* weeks after receipt of order with acceptable terms and conditions and guarantee of payment. We expect shipment of equipment (transit time excluded) will be approximately 14-18\* weeks from transmittal of record set drawings and release for manufacture. Any changes to the record set drawings may result in price adder(s). \*Schedules may be adjusted at time of order placement, depending upon existing order backlog. Weeks quoted are actual working weeks.
- Schedule changes due to supply chain disruption may impact the above quoted times. Aqua-Aerobic Systems will advise if/when any such disruption applies.

- F.O.B. JOBSITE; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Jobsite City Location. It is the responsibility of the Buyer to unload shipments and utilizing the packing list and bill of lading provided with the shipment notate shortages/damages upon receipt of the shipments and notify Aqua-Aerobic in





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writing within 7 days of the shortages/damages to facilitate filing of a freight claim. Delivery of the goods sold hereunder by the carrier shall be deemed delivery to Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment Net 30 days from date of each shipment; no retainage allowed.

- Supervision services included in Aqua-Aerobic Systems' proposal are based upon supply of the quantity of trips and days stated. Additional supervision services can be provided for an additional charge of \$1750/day plus travel and living expenses.

- Only the parts specifically called out in this proposal will be replaced. All other parts will be reused. These parts include, but are not limited to:

Cell dividers  
Traveling bridge  
Controls  
Influent and effluent headers  
Influent valves  
Back wash pump  
Back wash header  
Level instruments  
Rails  
Drive system  
Festoon system  
Washwater Trough

**GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.**

**Total Price:**

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**TERMS AND CONDITIONS OF AQUA -AEROBIC SYSTEMS, INC. (A Metawater Company)****Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

**PAYMENT**

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retention of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

**DURATION OF QUOTATION**

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

**SHIPMENT**

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

**TITLE AND RISK OF LOSS**

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

**TAXES**

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

**INSURANCE**

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

**SECURITY**

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

**LIMITATION OF ACTION**

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

**CANCELLATION CLAUSE**

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

**PROPRIETARY INFORMATION**

This proposal, including all descriptive data, drawings, material information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



## TERMS AND CONDITIONS OF AQUA -AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

**QUALIFIED ACCEPTANCE AND INDEMNITY**

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

**WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER**

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

**OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

**THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.**

**UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.**

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Company: \_\_\_\_\_

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

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

Offer Respectfully Submitted,

Thomas Mangione, AMS Senior Sales Engineer  
Aqua-Aerobic Systems, Inc.



**One Stop Environmental Solutions**

6708 Corsair Ave., Suite A • Prescott, AZ 86301 • Phone: 928-778-5335 • Fax: 928-778-5870 • ROC-A-206365 • ROC B-249529

January 18, 2024

Matthew T. Westcott  
Regulatory Compliance & Wastewater Manager  
City of Cottonwood WWTP  
1480 West Mingus Ave.  
Cottonwood, AZ 86326

Re: Proposal to Rebuild Two Aqua-Aerobic Sand Filters w/Skimmers

Dear Mr. Westcott,

Fann Environmental LLC (FE) is pleased to be working with Aqua-Aerobic Systems, INC. to provide this proposal for the rebuild of two (2) Aqua-Aerobic 16' x 30' ABF sand filters with 8" cells, and the addition of a skimmer on each filter located at the City of Cottonwood WWTP.

As the General Contractor FE will aid Aqua-Aerobics with local resources, labor and equipment as needed to provide a complete "Turnkey Installation". The complete scope of work with task details, material lists and terms and conditions of sale are on the attached Aqua Aerobic proposal # 171513.

Aqua-Aerobic Systems, Inc has agreed to keep the pricing the same and we will keep our pricing the same with no increases.

**Total Installed Cost:**

**\$ 451,649.00**

Please call me with any questions.

Respectfully Submitted,

Michael Young  
President

CC: Aqua Aerobic Systems, Tom Mangione  
IES Southwest, Inc., Ryan Spielman





AQUA-AEROBIC SYSTEMS, INC.  
A Metawater Company

Proposal#: 171513

TO: Cottonwood WWTP  
1480 West Mingus Ave.  
Cottonwood  
Arizona 86326  
USA

PROJECT: COTTONWOOD WWTP

ATN: Matt Wescott

PROPOSAL DATE: June 21, 2023

CC: IES Southwest, Inc. / ph#: 480/488-3009  
Ryan Spielman

**The following Notes apply to Aqua-Aerobic Systems' proposal:**

- We are pleased to quote, for acceptance within 90 days of this date, prices and terms on goods listed below.
- Equipment will be furnished and installed by Aqua-Aerobic Systems, Inc. with unloading of goods and any civil work by the Buyer.
- This proposal is for the rebuild of two (2) Aqua Aerobic 16' x 30' ABF sand filters with 8" cells, the addition of a skimmer on each, located at Cottonwood WWTP.

- Aqua Aerobic Systems shall retain the services of a contractor to perform the following:

**TURNKEY TEARDOWN:**

A. Contractor will remove all 1/4 - 20 hardware, angles, rods, and old porous plates. After removal all cells and ledges will be cleaned, inspected, and prepared for the new porous plates.

**TURNKEY INSTALLATION:**

- a. The new porous plates, angles, spacer rods, sealant, and hardware will be installed.
- b. While caulking is curing, a light test will be performed to assure the plates are installed properly for the plant.
- c. The new filter media shall be installed via supersack bag delivery.
- d. A new wear strip and back wash shoe shall be installed.
- e. Installation of new skimmer, including field wiring.
- f. Start up of the filter and skimmer, once all work is complete.

**NOTES:**

The customer shall provide for the following:

1. The owner will remove the media above and below the porous plates.
2. Offloading of equipment shipments.
3. A dumpster for removal of waste material.
4. The ability to prevent flow from entering into the filter during the rebuild process.
5. Electrical service at 120 volt, 20 amp.
6. Access to the site from 7 AM to 7 PM.
7. Storage of the equipment shipments in a dry location, prior to installation.

- Note that price does not include delays beyond contractor control. Price is for non-union labor.

**Underdrain Installation Component(s) consisting of:**

- Ceramically bonded alumina porous plate(s).
- Tube(s) of sealant.
- Retaining angle(s).
- Stainless steel spacer stud(s).
- Wear strip(s).





- Wear strip SS hardware
- High grade silica sand approximately 11 inches deep, complying with sections 1, 2.2 and 5 of the standard specifications for the filtering material (AWWA Designation B100-89). The 10% size or effective size shall be between .55 and .65 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.50. Media will be delivered in 4,000 # supersacks.
- Rechargeable caulking gun(s).

**Backwash Shoe Assembly(ies) consisting of:**

- Polypropylene backwash shoe(s).
- Stainless steel backwash shoe center plate(s).
- PVC backing plate(s).
- PVC piping and fitting(s).
- Backwash Hose(s) - 4"
- Stainless steel hose clamp(s) - 4"

**Backwash Shoe Tensioning Assembly Component(s) consisting of:**

- Backwash shoe tensioning bracket(s).
- Backwash shoe compression spring(s).
- Tensioning rod(s).

**Skimmer Installation Component(s) consisting of:**

- 304 stainless steel skimmer frame(s).
- Polypropylene skimmer blade(s).
- Neoprene wall wiper(s).
- Submersible pump(s) with 1/2 HP, 3 ph motor.
- Skimmer pump seal(s).
- Pump mounting plate(s).
- Adjusting rod(s).
- PVC ball valve(s).
- Floating skimmer collection head(s).
- Skimmer head stop collar(s).
- Flexible hose(s).
- Stainless steel hose clamps.
- Stainless steel hardware.

**Engineering: AquaSBR****Engineering****1 Set(s) Documentation will be provided as described:**

- Operation & Maintenance Manuals (English language) in electronic format.

**Supervision/Freight****Supervision/Freight Domestic****1 Supervision Services and Freight Package(s) will be provided as follows:**

- Installation of parts as described above
- Freight to Jobsite

**The Following Notes apply to Aqua-Aerobic Systems' Proposal:**

- We expect record set drawings to be completed and in transit to you approximately 10-14\* weeks after receipt of order with acceptable terms and conditions and guarantee of payment. We expect shipment of equipment (transit time excluded) will be approximately 14-18\* weeks from transmittal of record set drawings and release for manufacture. Any changes to the record set drawings may result in price adder(s). \*Schedules may be adjusted at time of order placement, depending upon existing order backlog. Weeks quoted are actual working weeks.
- Schedule changes due to supply chain disruption may impact the above quoted times. Aqua-Aerobic Systems will advise if/when any such disruption applies.

- F.O.B. JOBSITE; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Jobsite City Location. It is the responsibility of the Buyer to unload shipments and utilizing the packing list and bill of lading provided with the shipment notate shortages/damages upon receipt of the shipments and notify Aqua-Aerobic in writing within 7 days of the shortages/damages to facilitate filing of a freight claim. Delivery of the goods sold hereunder by the carrier shall be deemed delivery to Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment Net 30 days from date of each shipment; no retainage allowed.

- Supervision services included in Aqua-Aerobic Systems' proposal are based upon supply of the quantity of trips and days stated. Additional supervision services can be provided for an additional charge of \$1750/day plus travel and living expenses.

- Only the parts specifically called out in this proposal will be replaced. All other parts will be reused. These parts include, but are not limited to:

Cell dividers  
Traveling bridge  
Controls  
Influent and effluent headers  
Influent valves  
Back wash pump  
Back wash header  
Level instruments  
Rails  
Drive system  
Festoon system  
Washwater Trough

**GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.**

**Total Price:**

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**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)****Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

**PAYMENT**

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

**DURATION OF QUOTATION**

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

**SHIPMENT**

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

**TITLE AND RISK OF LOSS**

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

**TAXES**

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

**INSURANCE**

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

**SECURITY**

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

**LIMITATION OF ACTION**

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

**CANCELLATION CLAUSE**

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

**PROPRIETARY INFORMATION**

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.





## TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

**QUALIFIED ACCEPTANCE AND INDEMNITY**

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

**WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER**

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

**OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

**THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.**

**UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.**

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Company: \_\_\_\_\_

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

Offer Respectfully Submitted,

Thomas Mangione, AMS Senior Sales Engineer  
Aqua-Aerobic Systems, Inc.



**JOB ORDER CONTRACTING (JOC) CONTRACT  
BETWEEN  
CITY OF PAGE, d.b.a. PAGE UTILITY ENTERPRISES  
and  
FANN ENVIRONMENTAL, LLC**

This Agreement (hereinafter "Contract") is entered into and made effective this 11<sup>th</sup> day of April, 2019, by and between City of Page, d.b.a. Page Utility Enterprises (PUE), a municipal corporation organized and existing under the laws of the State of Arizona (hereinafter "Owner"), and Fann Environmental LLC (hereinafter "Contractor").

WHEREAS, PUE issued a request for qualifications for JOC services relating to the City's wastewater and water treatment plant and collection and distribution systems pursuant to A.R.S. § 34-603; and

WHEREAS, based on the Statements of Qualifications received, Fann Environmental LLC was the only SOQ received; and

WHEREAS, the PUE Board, upon recommendation of staff, awarded Fann Environmental LLC the JOC contract.

THEREFORE, IN CONSIDERATION of the mutual promises and agreements set forth herein, it is agreed by and between the Owner and Contractor, as follows:

**ARTICLE 1 DEFINITIONS**

**1.1 Contract Documents.** The following documents are hereby incorporated by reference into this Contract, and shall be referred to as the Contract Documents:

- a. Request for Qualifications (published February 19, 20, 21, & 22, 2019)
- b. Fann Environmental LLC Statement of Qualifications dated March 20, 2019
- c. Fann Environmental LLC communications to the City, including but not limited to Job Order Contract Fee Schedule

The above named documents are essential parts of this Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contractor agrees to be bound by all terms, conditions, covenants, and obligations in the Contract documents as if each were again fully set forth verbatim herein. In the event any document conflicts or contradicts this instrument, this instrument shall be controlling.

**1.2 Subcontract.** "Subcontract" means any agreement including purchase orders (other than one involving an employer/employee relationship) entered into by the Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

**1.3 Job Order Request for Proposal.** Job Order Request for Proposal ("JORFP") means the Owner's request for a proposal from the Contractor to perform the scope of work for a specific job order project.

**1.4 Job Order Proposal.** Job Order Proposal refers to the Contractor's proposal to the Owner to perform a project and further defines the specific work to be performed as a "Statement of Work" and provides the cost schedule and other information pertaining to this project. When negotiated, modified if required, approved by PUE Board and City Council, if needed, and agreed upon and signed by the Designated Representative of the Owner and the Contractor, it becomes a lump sum fixed price contract to perform the stated Work.

**1.5 Purchase Order.** Purchase Order refers to the Owner's Purchase Order.

**1.6 Job Order.** Job Order refers to the Owner's directive to the Contractor to execute Work. It specifies the Work, price, schedule and other information for the specific project. The Contractor's Job Order Proposal, signed by both the Contractor and the Owner, and the Purchase Order shall be attached to and become a part of the Job Order

**1.7 Substantial Completion.** Substantial Completion means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete and accepted so that the Owner can occupy and use the Work or a portion thereof for its intended purposes.

## **ARTICLE 2 CONTRACT TERM**

**2.1 Contract Term.** The term of the Contract shall commence on the date it was executed by both parties and shall terminate five (5) calendar years from said date, or otherwise in accordance with the terms and conditions of this Contract.

**2.2 Options to Extend this Contract.** The term can be extended up to an additional five (5) years, the optional periods exercised in twelve (12) month segments after thirty (30) days advance written notice of an intent to exercise an option from the Owner to the Contractor. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

## **ARTICLE 3 SCOPE OF SERVICES**

**3.1 General.** This is an indefinite quantity type Contract for the performance of a broad range of construction, repair and maintenance work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner. It is anticipated that cost will be determined using a maximum price format with a fixed negotiated mark-up, but this method may be substituted with any other method commonly utilized in Job Order Contracting (e.g. utilizing a Unit Price Book as the basis for establishing the value of the Work to be performed) in the event it is deemed beneficial to the Owner for a specific job order.

**3.2 No Guaranteed Minimum Work.** Nothing in this Contract shall be deemed to guarantee that the Owner will issue a minimum number of, or any, Job Order Request for Proposals or Job Orders during the duration of this Contract. The Owner makes no guarantees or promises that the Contractor will receive a minimum amount of compensation for entering into this Contract.

**3.3 Work Authorization.** Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

**3.3.1** As the need exists (as determined by the Owner) for performance under the terms of this Contract, the Owner will notify the Contractor of an existing requirement.

**3.3.2** Upon the receipt of this notification, the Contractor shall respond within seven (7) Calendar days, or as otherwise agreed, by: Visiting the proposed site in the company of the Owner or establishing contact with the Owner to further define the scope of the requirement.

**3.3.3** After mutual agreement on the scope of the individual requirement, the Contractor shall then prepare a proposal for accomplishment of the task unless the Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, the Contractor will so notify the Owner in a timely manner.

**3.3.4** The Contractor's proposal shall be submitted within ten (10) working days after mutual agreement on the scope of the individual requirement, unless otherwise agreed.

**3.3.5** Upon receipt of the Contractor's proposal, the Owner will review the proposal for completeness and will reach agreement with the Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order. PUE Board approval shall be required for Job Orders in excess of twenty thousand dollars (\$20,000) and for Job Orders over one hundred thousand dollars (\$100,000) approval by City council is also required.

**3.3.6** In the event Owner does not issue a Job Order after receipt of the Contractor's proposal, Owner shall not be obligated to reimburse the Contractor for any costs incurred in the preparation

of the proposal, unless otherwise agreed to in negotiation of the scope of the project or otherwise as provided for in paragraph 5.8.

3.3.7 The procedure outlined above may be modified, altered, or amended as needed in the event of emergencies.

**3.4 Scheduling of Work.** For each Job Order, the Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. The Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When the Contractor considers the Work complete and ready for its intended use, the Contractor shall request the Owner to inspect the Work to determine the status of completion. When the Owner determines the Work to be substantially complete, the Owner will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. The Contractor shall proceed promptly to complete and correct items on the list.

3.4.1 Job placement of materials and equipment shall be made with a minimum of interference to the Owner operations and personnel.

3.4.2 The Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by the Contractor at no cost to the Owner.

3.4.3 The Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to the Owner for approval.

**3.5 Design.** The Contractor agrees to provide detailed design drawings and plans if requested by the Owner, with reimbursement included as part of the Contractor's proposal. The Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of the Owner's design plans.

**3.6 Owner-furnished Utilities.** Owner shall provide, at no cost to the Contractor, utilities and toilet facilities that are existing and available at each site for Work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the Job Order to compensate the Contractor for providing such items.

**3.6.1 Water.** The Owner shall furnish to the Contractor from existing Owner facilities and without cost to the Contractor, a supply of water necessary for the performance of work under this Contract. The Owner will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of the Contractor to determine the extent to which existing Owner water supply source is adequate for the needs of the Contract. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of the Contractor, and costs included in the Job Order Proposal. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Owner. Said taps, connections, and accessory equipment shall be maintained by the Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor, and costs included in the Job Order Proposal, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the Owner.

**3.6.2 Electricity.** Owner shall furnish to the Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of the Contractor to determine the extent to which the existing Owner electrical facilities are adequate for the needs of this Contract. All taps, connections, and necessary

equipment required in making the electrical power available will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the Owner. Said taps, connections, and accessory equipment shall be maintained by the Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of the Owner.

**3.6 Alternative Performance.** The Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate this Contract.

#### **ARTICLE 4 PERFORMANCE OF THE WORK**

4.1 Performance of the Work shall be undertaken only upon the issuance of written Work Authorizations by the Owner accompanied with a Notice to Proceed. Work Authorizations shall set forth, with the necessary particularity, the following:

- (a) The agreed Work and applicable technical specifications and drawings;
- (b) The agreed period of performance and, if required by Owner, a work schedule;
- (c) The place of performance;
- (d) The agreed total price for the Work to be performed;
- (e) Submittal requirements;
- (f) Identification of Owner's authorized representative who will accept the completed Work;
- (g) Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and
- (h) Such other information as may be necessary to perform the Work.

##### **4.2 Contractor Duties and Obligations.**

4.2.1 **Permits.** Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies, for obtaining any necessary licenses and permits and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work.

4.2.2 **Responsibilities.** Contractor shall be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under this Contract.

4.2.3 **Jobsite Superintendent.** During performance of a Job Order and until the Work is completed and accepted, the Contractor shall superintend the Work or assign a competent superintendent who will supervise the performance of Work. It is further understood that the superintendent assigned may be responsible for multiple Job Orders and will visit each Job Order site as needed. The superintendent shall be satisfactory to the Owner and shall have the authority to act for the Contractor.

4.2.4 **Construction Layout.** The Contractor shall lay out its work in accordance with the Job Order plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

4.2.5 **Operations and Storage.** The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

4.2.6 **Temporary Structures.** Temporary buildings, if necessary, (e.g., storage sheds, shops,

offices) and utilities may be erected by the Contractor only with the approval of the Owner and shall be built with labor and materials furnished by the Contractor without expense to the Owner. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon the completion of the Work. With the written consent of Owner, the buildings and utilities may be abandoned and need not be removed.

**4.2.7 Roadways.** The Contractor shall use only established roadways or temporary roadways constructed by the Contractor when and as authorized by the Owner. The Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

**4.2.8 Cleaning Up and Refuse Disposal.** The Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, the Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Owner. Upon completing the Work, the Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

1. Final cleanup of the premises shall be included in the period of performance of the Job Order.
2. The Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.
3. The disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by the Owner unless the Owner requires the Contractor to dispose of the materials. If the Owner requires the Contractor to dispose of the materials, an equitable adjustment in the price will be negotiated and agreed to.

**4.2.9 Contractor Preservation.** The Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the site, that are not to be removed and that do not unreasonably interfere with the Work required under the Job Order. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by the Owner.

**4.2.10 Existing Improvements and Utilities.** The Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary repair work performed and charge the cost to the Contractor.

**4.1.11 Safety.** The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. The Contractor shall indemnify the Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

1. **Contractor Safety Compliance.** The Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including but not limited to hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.
2. **Contractor Provided Warnings.** The Contractor shall provide warning signs, barricades and verbal warnings as required.
3. **Emergency Procedures.** The Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.
4. **Accident Notification.** The Contractor shall promptly notify the Owner of any recordable accident involving personnel or damage to material and equipment.

Copies of any injury reports or accident investigation reports shall be provided to the Owner.

5. **Jobsite Safety Documents.** The Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to the Owner when requested.

6. **Owner's Right to Monitor.** The Owner reserves the right to approve and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by the Owner, shall be cause for the termination of the individual Job Order or this Contract.

4.1.12 **Compliance with Law.** The Contractor, in the execution of the Work as provided for in specific Job Orders, shall conform to all applicable Federal, State, and local laws, rules and regulations. If Contractor observes that anything in a Job Order is at variance therewith, it shall promptly notify Owner in writing, and any necessary changes shall be made. The Contractor shall bear all costs arising from work performed contrary to such laws, rules and regulations, and without such notice to Owner. The Contractor shall indemnify the Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such laws.

4.1.13 **Jobsite Drawings and Specifications.** The Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give the Owner access thereto.

#### **4.2 Owner's Rights and Obligations.**

##### **4.2.1 Suspension of Work.**

1. **Owner's Written Order.** The Owner may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that the Owner determines reasonably appropriate.

2. **Work Delay or Suspension.** If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of the Owner in the administration of a Job Order, or by the Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3. **Contractor Costs.** An adjustment claim shall not be allowed for any costs incurred more than thirty (30) calendar days before the Contractor shall have notified the Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

4.2.2 **Owner's Right to Possession.** The Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, the Owner shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that the Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of this Contract. The Owner's possession or use shall not be deemed an acceptance of any Work under this Contract.

1. **Owner's Possession or Use.** While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from the Owner's possession or use.

4.2.3 **Other Contracts.** The Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. The Contractor shall fully cooperate with the other Contractors and with the Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by the Owner. The Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by the Owner's employees.



**4.2.4 Job Order Amendment.** Job Orders may be amended by the Owner in the same manner as they are issued.

## **ARTICLE 5 JOB ORDER DOCUMENTS**

**5.1 Specification and Drawings.** Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Owner, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

**5.1.1** Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

**5.1.2** Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

**5.2 Shop Drawings.** Shop drawings means drawings submitted to the Owner by the Contractor showing in detail:

- (a) The proposed fabrication and assembly of structural elements;
- (b) The installation (i.e., form, fit and attachment details) of materials or equipment;
- and/or
- (c) The construction and detailing of elements of the Work.

**5.2.1** Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work. The Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

**5.3 Shop Drawing Coordination.** The Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Owner without evidence of the Contractor's approval may be returned for resubmission. The Owner will indicate its approval or disapproval of the shop drawings and, if not approved as submitted, shall indicate the Owner's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Owner shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract.

**5.4 Shop Drawing Modifications.** If shop drawings show variations from the Job Order requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such variation, the Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

**5.5 Shop Drawing Omissions.** Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.



**5.6 Owner Furnished Drawings.** The Contractor shall check all the Owner's furnished drawings (if any) immediately upon receipt and shall promptly notify the Owner of any discrepancies. Any errors or omissions in the Owner furnished drawings are the responsibility of the Owner to rectify, including associated costs. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

**5.7 Shop Drawing Submittal.** The Contractor shall submit to the Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the Owner and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the Owner and the Contractor.

**5.8 Use of Job Order Documents.** All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to the Contractor or developed by the Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of the Owner and may be used by the Owner without any claim by the Contractor for additional compensation, unless such material developed by the Contractor does not result in an issued Job Order. In such cases, the Contractor will receive reasonable reimbursement for the development of such materials before the Owner uses them in any manner whatsoever. In addition, the Owner agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials for any purpose not connected with the Job Order for which the material was developed.

## **ARTICLE 6 MATERIAL AND WORKMANSHIP**

**6.1 Suitability of Material and Equipment.** All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

**6.2 Owner Approval.** The Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, the Contractor shall furnish to the Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by the Owner, the Contractor shall also obtain the Owner's approval of the material or articles which the Contractor contemplates incorporating into the Work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

**6.3 Workmanship.** All work under the Contract shall be performed in a skillful and workmanlike manner.

## **ARTICLE 7 JOB ORDER SCHEDULES**

**7.1 Construction Schedule.** The Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a

formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:

- (a) A detailed list of work activities or work elements;
- (b) Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin; and
- (c) Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

7.1.1 If the Contractor fails to submit a schedule with the Job Order, the Owner may withhold approval of progress payments until the Contractor submits the required schedule.

**7.2 Failure to Submit Schedule.** Failure of the Contractor to comply with the requirements of the Owner under this clause shall be grounds for a determination by the Owner that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separable part of the Work, if not cured within seven (7) days after written notice is provided.

**7.3 Progress Report.** The Contractor shall submit a progress report every thirty (30) days, or as directed by the Owner, and upon doing so shall immediately deliver a current schedule to the Owner if it has materially changed since the last submission of a schedule. If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by the Owner. Without additional cost to the Owner, the Owner may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as the Owner deems necessary to demonstrate how the approved rate of progress will be regained.

**7.4 Emergency Work.** The Contractor will give top priority to any emergency Work the Owner may have and will allocate all resources necessary to accomplish such Work in accordance with the Owner's schedule requirements. To the extent the Contractor incurs additional cost, expense or schedule delay in performing the Owner's emergency Work, the Owner will equitably adjust the Contract in accordance with the provisions herein.

## **ARTICLE 8 INSPECTION OF CONSTRUCTION AND ACCEPTANCE**

**8.1 Contractor Inspection System.** The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. The Contractor shall maintain complete inspection records and make them available to the Owner. All work shall be conducted under the general direction of the Owner and is subject to inspection and test by the Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

**8.2 Owner Inspections and Tests.** Owner's inspections and tests are for the sole benefit of the Owner and do not:

- (a) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (b) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (c) Constitute or imply acceptance; or
- (d) Affect the continuing rights of the Owner after acceptance of the complete work after Substantial Completion.

**8.3 Contractor Responsibilities.** The presence or absence of an inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Owner's written authorization.

**8.4 Contractor Performance.** The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient

inspections and tests as may be required by the Owner. The Owner may charge to the Contractor any additional cost of inspection or test when Work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full-size, and performance tests shall be performed as described in the Job Order.

**8.5 Contractor Corrective Work.** The Contractor shall, without charge, replace or correct Work found by the Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

**8.6 Failure to Replace or Correct Work.** If the Contractor does not promptly replace or correct rejected Work, the Owner may:

- (a) By Contract or otherwise, replace or correct the Work and charge the cost to the Contractor; or
- (b) Terminate for default the Contractor's right to proceed.

**8.7 Owner Inspection before Acceptance.** If, before acceptance of the entire Work, the Owner decides to examine already completed Work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, the Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

**8.8 Owner Acceptance.** Unless otherwise specified in the Job Order, the Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

## **ARTICLE 9 INVOICING AND PAYMENT**

**9.1 Compensation.** As full consideration for the satisfactory performance by the Contractor of Work prescribed under the Contract, the Owner shall pay the Contractor the amounts specified in the individual Job Orders.

**9.2 Invoices/progress payments.** The Contractor shall provide detailed documentation in support of requested progress payments in accordance with A.R.S. § 34-609. The Owner shall then make payments in accordance with its obligation as provided by A.R.S. § 34-609. Any payments made shall not prevent the Owner from subsequently objecting to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges. Nothing in this Contract shall create any obligation on the part of Owner to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**9.3 Retention.** Pursuant to A.R.S. § 34-609.

**9.4 Owner's Property.** All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Owner, but this provision shall not be construed as:

- (a) Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
- (b) Waiving the right of the Owner to require the fulfillment of all of the terms of the Contract.

**9.5 Unpaid Amounts.** The Owner shall pay all unpaid amounts due to the Contractor under this Contract in accordance within A.R.S. § 34-609, after:

- (a) Completion and acceptance of the Work;
- (b) Presentation of a properly executed invoice;

(c) Presentation of release of all claims against the Owner arising by virtue of the Contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract has been assigned. The Contractor shall complete a Contractor's release form acceptable to the Owner; and/or

(d) Consent of Job Order Contractor's surety, if any.

## **ARTICLE 10 CHANGES**

**10.1 Owner Changes.** The Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a Change Order, make changes in the Work within the general scope of the Job Orders, including changes:

(a) In the specifications (including drawings and designs);

(b) In Agency/Owner-furnished facilities, equipment, materials, services, or site; or

(c) Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

**10.2 Owner Change Orders.** Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from the Owner that causes a change shall be treated as a Change Order under this Article; provided, that the Contractor gives the Owner timely written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

**10.3 Contract Adjustments.** Except as provided in this Article, no order, statement, or conduct of the Owner shall be treated as a Change Order under this Article or entitle the Contractor to an equitable adjustment hereunder.

**10.4 Modification of the Job Order.** If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, the Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

**10.5 Contractor Proposal.** The Contractor must submit any proposal under this Article within thirty (30) calendar days after:

(a) Receipt of a written change order under Paragraph 10.1 above or;

(b) The furnishing of a written notice under Paragraph 10.2 above, by submitting to the Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by the Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 10.2 above.

**10.6 Final Payment Limitation.** No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after the final payment under the Job Order.

**10.7 Contractor Extension Justification.** The Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

**10.8 Contractor Price Breakdown Structure.** The Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by the Owner. Pricing for such changes shall be based on quantities mutually agreed to by the Contractor and the Owner and the rates negotiated prior thereto.

## **ARTICLE 11 INSURANCE AND BONDS**

**11.1 Contractor Insurance.** The Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect the Contractor and Owner from claims which may arise out of or result from the Contractor's operations whether such operations are performed by the Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

(a) WORKERS' COMPENSATION INSURANCE as required by the laws of the

State of Arizona;

(b) **COMMERCIAL GENERAL LIABILITY INSURANCE** for bodily injury and/or property damage in an amount of not less than \$2,000,000.00 single limit, per occurrence;

(c) **PROFESSIONAL LIABILITY INSURANCE** covering acts, errors, mistakes and omissions arising out of the work or services performed by this Contractor, or any person employed by this Contractor, with a limit of not less than \$1,000,000 each claim.

(d) **AUTOMOBILE LIABILITY INSURANCE** for bodily injury and/or property damage in an amount not less than \$1,000,000.00 single limit, per occurrence; and

(e) **UMBRELLA/EXCESS LIABILITY INSURANCE** for at least \$2,000,000.00.

**11.2 Owner as Additional Insured.** The policies as required above shall be endorsed to name the Owner as Additional Insured. Such insurance as is provided herein shall be primary and noncontributing with any other valid and collectible insurance available to the Owner.

**11.3 Limits of Liability.** The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

**11.4 Certificate of Insurance.** Proof of compliance with these insurance requirements shall be furnished to the Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this Contract. Renewal or replacement certificates shall be furnished to the Owner not less than twenty one (21) days prior to the expiration or termination date of the applicable policy(ies).

**11.5 Subcontractor Insurance.** The Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as the Contractor shall deem appropriate and adequate for the Work being performed. The Contractor shall obtain and make available for inspection by the Owner upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

**11.6 Bonds.** As required by A.R.S. § 34-608, 34-610 and 34-611.

**11.7 Notice to Proceed.** A separate Notice to proceed will be issued for each Job Order and shall not be issued until Owner is satisfied that Contractor has fulfilled both insurance and bond requirements.

**11.8 Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees and/or litigation expenses, which may be brought or made against or incurred by Owner on account of (1) loss or damage to any property or interest of the Owner, its officers, employees and agents, or any damages, injury to person or property, or death of any person arising out of, relating to, or alleged to have resulted from any acts, errors, omissions, work, or services of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or unemployment disability claims of employees of the Contractor or claims under similar such laws or obligations. This indemnification shall not extend to any loss, damage, injury, or death to the extent caused by the sole negligence or willful misconduct of the Owner, or its employees.

The amount and type of insurance coverage requirements set forth within this Contract shall in no way be construed as limiting the scope of the indemnity as set forth herein.

## **ARTICLE 12 TERMINATION AND DEFAULT**

### **12.1 Termination for the Convenience of the Owner.**

**12.1.1** The Owner may terminate performance of a specific work under the Contract, or this Contract, in whole or in part if the Owner determines that termination is in the Owner's interest.

The Owner shall effect such termination by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

12.1.2 After receipt of a Notice of Termination, and except as directed by the Owner, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

1. Stop work as specified in the notice;
2. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete the continued portion of the Work;
3. As directed by the Owner, transfer title and deliver to the Owner:
  - (a) The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and
  - (b) The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Owner;
4. Complete performance of the Work not terminated;
5. Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Owner has or may acquire an interest;

12.1.3 After termination, the Contractor shall be paid an amount based on the time and expense incurred by Contractor prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed work or services.

12.2 **Non-appropriation of funds.** Every payment obligation of the Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. Notwithstanding any other provision of this Contract, if funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Owner at the end of the period for which funds are available. Upon such termination, the Owner shall have no further obligation to Contract, other than to pay for services rendered prior to termination.

12.3 **Cancellation for conflict of interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

12.4 **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, provisions, or stipulations of this Contract, the Owner shall thereupon have the right to terminate the Work (or separable part of the Work) or this Contract *in toto* by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

12.4.1 If the Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, after thirty (30) days the Owner may, by written notice to the Contractor, terminate the right to proceed with the Work (or separable part of the Work) that has been delayed. In this event, the Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the Work.

12.4.2 The Contractor's right to proceed shall not be terminated under this Article, if:

1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of General Contractor. Examples of such causes include: acts of God or of the public enemy; acts of another contractor in the performance of a contract with the Owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the job area for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.); or delays of subcontractors or suppliers at any tier arising from unforeseeable

causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

2. The Contractor, within thirty (30) calendar days from the beginning of any such delay (unless extended by the Owner), notifies the Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of the Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of the Owner shall be final and conclusive on the parties.

12.4.3 If, after termination of the Contract or Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Owner.

12.4.4 The rights and remedies of the Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

### **ARTICLE 13 WARRANTY OF CONSTRUCTION**

13.1 In addition to any other warranties in any Job Orders, the Contractor warrants that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers at any tier.

13.1.1 This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If the Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

13.1.2 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner-owned or controlled real or personal property, when that damage is the result of:

1. General Contractor's failure to conform to requirements; or
2. Any defect of equipment, material, workmanship, or design furnished.

13.1.3 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this article. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

13.1.4 The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

13.1.5 Should the Owner not notify the Contractor within a reasonable time after the discovery of any failure, defect, or damage, the Contractor shall not be responsible for damages caused or damages that could have been prevented if timely notice were provided to the Contractor.

13.1.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

13.1.7 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner nor for the repair of any damage that results from any defect in Owner-furnished material or design.

13.1.8 The Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to the Contractor except to the extent of the Contractor's work. The Contractor does not assume responsibility for pre-existing work or facilities that may be connected to or interface with the Work.

13.1.9 This warranty shall not limit the Owner's rights under the Inspection of Construction Article of this Contract with respect to latent defects, gross mistakes, or fraud.

### **ARTICLE 14 MISCELLANEOUS**

14.1 **Remedies.** Either party may pursue any remedies provided by law for breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each

shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract. In the event that either party hereto shall institute and prevail in any action or suit for the enforcement of any of its rights hereunder, the prevailing party in said action shall be entitled to collect reasonable attorney fees and costs arising therefrom.

**14.2 Notices.** All notices to either party by the other shall be delivered personally or sent by first class United States mail, registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each party:

Page Utility Enterprises  
Attn: Bryan Hill  
640 Haul Road  
P.O. Box 1955  
Page, Arizona 86040

FANN Environmental, LLC  
Attn: Mike Young  
6708 Corsair Ave.  
Suite A  
Prescott, AZ 86301

**14.2.1** Notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

**14.3 Severability.** If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

**14.4 Waivers.** Neither the Owner's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to the Owner in accordance with applicable law and the terms of this Contract for all damages to the Owner caused by the Contractor's negligent act, error or omission in the performance of any of the Work.

**14.4.1** The waiver by the Owner of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

**14.5 Prompt Notice of Claim.** Notwithstanding any other provisions of the Contract Documents, all claims by the Contractor seeking adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to this Contractor or the Job Order related thereto, must be made in writing within thirty (30) days after the occurrence of the event giving rise to the claim; otherwise, no such claim shall be valid.

**14.6 Contractor to Continue to Perform.** Pending final resolution of any claim or dispute, the Contractor shall continue performance under this Contract.

**14.7 Merger.** This Contract constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**14.8 Non-Discrimination.** The Contractor shall comply with all laws mandating that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulation, including the Americans With Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, religion, sex, age, disability, national origin or political affiliation. The Contractor agrees to abide by all Federal, State, or County regulations relative to Equal Opportunity to all persons, without discrimination as to race, color,



creed, religious, national origin, sex, marital status, age, or status as with regard to public assistance or disability under the requirements of Section 504 of the ADA.

**14.9 Assignment.** The Contractor shall not assign its rights to this Contract, in whole or in part, without prior written approval of the Owner. Approval may be withheld at the sole discretion of the Owner, provided that such approval shall not be unreasonably withheld.

**14.10 Independent Contractor Status.** Both parties agree that: (a) the work contracted for in this Contract falls within the distinct nature of Contractor's business; (b) the nature of the work contained within this Contract is specialized, and City has elected to contract out the work rather than attempt to perform the work with its current workforce; (c) Contractor is an incorporated business that possesses the personnel and materials necessary to perform the work; (d) the relationship of the work provided by Contractor has no relationship to the regular business conducted by City; (e) it is understood and agreed that Contractor is an independent contractor, and nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall Contractor or any subcontractor, or any employee of Contractor or any subcontractor be deemed to be employed by City or entitled to any remuneration or other benefits from the City, other than as set forth in this Contract.

**14.11 Construction of this Contract.** This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this Contract.

**14.12 Governing Law.** Any dispute, controversy, claim or cause of action arising out of or related to this Contract shall be governed by Arizona law. The venue for any such dispute shall be in Coconino County, Arizona. Each party herein waives the right to object to venue in Coconino County for any reason.

**14.13 Compliance Requirements for A.R.S. § 41-4401 and A.R.S. § 35-393.06.** The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 41-4401 regarding the E-verify program. Additionally, the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan.

**14.14 Counterparts.** This Contract may be executed in any number of copies, each of which shall be deemed to be a counterpart original.

**14.15 Representation of Authority.** Each person signing this Contract hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed.

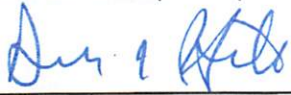
**14.16 Cooperative Statement.** This contract shall be for the use of the City of Page, in addition, specific eligible specific political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.

**14.17 Boycott of Israel.** Pursuant to the requirements of A.R.S. § 35-393.01(A), Contractor hereby certifies that it is not currently engaged in a boycott of Israel. Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Contractor (if any) are currently engaged in a boycott of Israel. Contractor further and additionally agrees that for the duration of this Contract, neither Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Contractor (if any) shall engage in a boycott of Israel.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

City of Page,  
d.b.a. Page Utility Enterprises  
An Arizona municipal corporation

By



Date

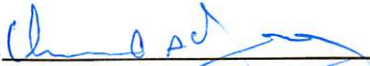
4-11-19

Approved as to Form:

  
City Attorney

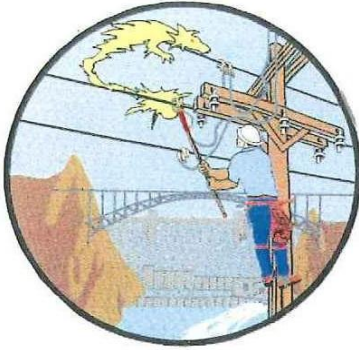
Contractor: FANN Environmental, LLC

By:



Date

4-11-19



# **Page Utility Enterprises**

electric and water services for the people . . . by the people



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640 Haul Rd., \* P.O. Box 1955 \* Page, Arizona 86040  
Fax: (928) 645-5322 Phone: (928) 6452419



## **REQUEST FOR STATEMENT OF QUALIFICATIONS**

### **JOB ORDER CONTRACT (JOC) SERVICES**

#### **FOR**

#### **REPAIRS AND/OR IMPROVEMENTS TO WASTEWATER & WATER TREATMENT PLANTS & SYSTEMS**

**City of Page  
d.b.a  
Page Utility Enterprises**

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**CITY OF PAGE, ARIZONA**  
**d.b.a.**  
**Page Utility Enterprises**

**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**JOB ORDER CONTRACT SERVICES FOR REPAIRS AND/OR IMPROVEMENTS TO  
WASTEWATER/ WATER TREATMENT PLANTS & SYSTEMS**

NOTICE IS HEREBY GIVEN that Statements of Qualifications will be received by Page Utility Enterprises for the City of Page at Page Utility Enterprises, P.O. Box 1955, 640 Haul Road, Page, Arizona, until 4:00 pm on Wednesday, March 20, 2019.

Submissions must be in the actual possession of Page Utility Enterprises on or prior to the exact time and date indicated above. Late submissions shall not be considered and will be returned unopened. The prevailing clock shall be Page Utility Enterprises' clock.

Statements of Qualifications must be submitted in a sealed envelope. The firm's name, address, and project title must be clearly indicated on the outside of the envelope. Submissions sent through Federal express or other express mail agencies must have the Statement of Qualifications sealed within an additional envelope inside the outer mailer.

This RFQ is an invitation for the submission of Statements of Qualifications from licensed contractors/contracting firms interested in providing an indefinite delivery and quantity of repairs and/or improvements to the City of Page Wastewater and Water Treatment Plants and Systems over the duration of a maximum of ten years.

Questions and requests for a RFQ package that contains all the information needed to complete and submit a response shall be directed to: Matthew Wood, P.O. Box 1955, 640 Haul Road, Page, AZ 86040, (928) 645-2419.

PUE reserves the right to reject any or all statements of qualifications and/or reissue this RFQ and shall not be obligated to accept any submission or to negotiate with any respondent.

## **SECTION I-PROJECT DESCRIPTION**

Page Utility Enterprises (PUE) is inviting your firm to submit a Statement of Qualifications (SOQ) for Job Order Contracting Services to provide an indefinite delivery/indefinite quantity of repairs and/or improvements to the City Wastewater and Water Treatment Plants and Systems. PUE will use a selection process comprised of evaluation of SOQs and possible interviews with select firms as described in this Request for Statement of Qualifications (RFQ). A Selection Committee will create a final list, in order of preference, of the three (3) best qualified firms and will enter into negotiations with the top ranked firm on the final list for a Job Order Contract (JOC).

The anticipated JOC will have a five (5) year duration with an option to renew for up to five (5) one year periods, for a maximum duration of ten (10) years. The option to extend will be exercised based on the Job Order Contractor's successful performance, the needs of PUE, and pursuant to A.R.S. § 34-605(A) the availability and appropriation of monies. The Utility has the right to terminate the contract at any time for any reason.

During the term of the JOC, work is performed as a series of individual Job Orders. Each Job Order, initiated by PUE, is defined cooperatively by PUE and the Job Order Contractor. A scope, schedule and price are agreed upon, and the Job Order Contractor is directed to proceed with the work. A maximum annual contract amount of \$500,000 has been established for the 2019-2020 fiscal year as a total for all Job Orders.

## **SECTION II – SCOPE OF SERVICES**

PUE is seeking qualified contractors to provide both Water and Wastewater Treatment Plant and System Repair and Improvement services within properties owned or controlled by the City of Page. Qualified contractors shall be capable of self-performing a minimum of 50% of each Job Order. The proposed work will be accomplished in accordance with the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction as adopted by the City.

The scope of work will vary with each Job Order. Currently there are no specific jobs planned for this contract. This JOC contract will be used as needed and does not guarantee any jobs during the contract period.

Emergency response and design services may be required for some Job Orders.

For Job Orders that may require design services, the Job Order Contractor shall seek the services of an Arizona registered professional engineer to prepare plans for permitting. It is the responsibility of the Job Order Contractor to provide cost estimating, project scheduling for design, construction and/or maintenance and obtain permits if needed from the appropriate agencies.

At the beginning of each Job Order, a scope meeting will be scheduled to define the services required of the Job Order Contractor. For emergency projects, PUE may elect to authorize the completion of the job based on time and materials per the Job Order Contractor's rate sheet incorporated into the JOC contract. Note: A standard rate sheet will be requested following selection, but should not be included with the Statement of Qualification.

The Job Order Contractor shall furnish any and all materials, labor, construction equipment, services and transportation (all applicable taxes included) and bonds required for performing all work specified in the Job Order for which it is issued a Job Order Notice to Proceed in accordance with the JOC. PUE may determine it is in its best interest to furnish materials and equipment for a specific Job Order in accordance with the Job Order.

### **SECTION III – STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA**

The Job Order Contractor will be selected through a qualifications-based selection process. Firms interested in providing JOC services must submit a Statement of Qualifications (SOQ) that addresses the following issues in the following order:

- **Qualifications and past performances with references – 25 points**
- **Previous experience with Job Order Contracts – 25 points**
- **Qualifications of key personnel – 15 points**
- **Quality assurance program or quality management plan – 15 points**
- **Project management methods – 10 points**
- **Demonstrated ability to handle multiple jobs simultaneously – 5 points**
- **Financial status – 5 points**

### **SECTION IV - SUBMITTAL REQUIREMENTS**

Firms interested in the above project should submit a Statement of Qualifications, which is a maximum length of twelve (12) pages of at least eleven (11) point font to address the SOQ criteria (excluding resumes). Resumes for each key member shall be limited to a maximum length of two pages and attached as an appendix to the SOQ.

Please provide one (1) original and six (6) copies of the SOQs, total of seven (7), prior to the time and date listed below in the schedule.

SOQs must display the firm's name and project title and be submitted to:

If via mail:

Page Utility Enterprises

Attn: Matthew Wood

P.O. Box 1955

Page, AZ 86040

If hand-delivery ( or via UPS/Fedex):

Page Utility Enterprises

Attn: Matthew Wood

640 Haul Road

Page, AZ 86040

Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified cut-off date, time, and place.
- The number of originals and/or copies of the submittal specified.
- Email submittals will not be accepted.

Adherence to the maximum page criterion is critical; each page side (maximum of 8 ½" by 11") with criteria information will be counted. Pages that have project photos, charts, and graphs will

be counted towards maximum number of pages. PUE reserves the right to accept or reject SOQs that exceed the maximum page limit.

## **SECTION V - SELECTION PROCESS AND SCHEDULE**

The following tentative schedule has been prepared for this project.

SOQs due	March 20, 2019 by 4:00 p.m. MST
Committee Eval. Complete	April 3, 2019
Scope meeting(s)	As needed

Upon receipt, the SOQs will be reviewed for compliance with the submittal requirements. A Selection Committee (Committee) will evaluate each SOQ according to the above criteria and point system. The Committee will select a short list of three (3) finalists, in order of preference. In its sole discretion, PUE will then enter into negotiations with the firms on the final list in the established order of preference for an individual JOC.

The Committee may invite the selected finalists for interviews regarding their qualifications. In the event interviews are determined to be desirable, all finalists will be provided with detailed interview scoring criteria prior to being interviewed. At its discretion, PUE will then enter into negotiations with the firms in an established order of preference, based on interview criteria scores, for an individual JOC.

If a satisfactory contract cannot be negotiated with the highest qualified firm, PUE may, at its sole discretion, formally terminate negotiations with that firm and begin contract negotiations with the next highest-ranking Respondent or terminate the RFQ process.

## **SECTION VI - GENERAL INFORMATION**

A. Compliance with Law. PUE shall make every effort to comply with A.R.S. Title 34 in all stages of this RFQ. In the event it is determined that this RFQ process is in conflict with A.R.S. Title 34, or any other law for that matter, PUE shall immediately amend the process and provide notification to all parties who are known to have received a copy of this RFQ or submitted a SOQ.

B. PUE Rights. PUE reserves the right to:

- i. accept or reject any or all SOQs, to waive any informality or irregularity in any SOQ received, or in the RFQ process, and to be the sole judge of the merits of the respective SOQs received.
- ii. terminate the RFQ process at any time.
- iii. reissue the RFQ.
- iv. Extend the time frame for submission of SOQs by notification to all parties who are known to have received a copy of this RFQ.
- v. Hold all SOQs for a period of sixty days after the submission deadline, and accept an SOQ not withdrawn before said deadline.



C. Contact with PUE Employees. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including, but not limited to, the evaluation panel, the General Manager, Board Members and other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process must only be addressed to the authorized representative identified below.

D. Instructions. PUE shall not be held responsible for any oral instructions. Any changes to this RFQ will be in the form of an addendum, which will be published and furnished to all known recipients of this RFQ.

E. Public Records. All SOQs shall remain confidential in accordance with A.R.S. § 34-603G.

F. Questions. Questions pertaining to this selection process or contract issues should be directed to: Matthew Wood, at (928) 645-2419.

# ***FANN Environmental, LLC's Statement of Qualifications***

## ***Job Order Contract Services for Repairs and/or Improvements to Wastewater & Water Treatment Plants & Systems*** ***March 20, 2019***



**ORIGINAL**

# FANN ENVIRONMENTAL, LLC



**Environmental, LLC**

6708 Corsair Ave, Suite A  
Prescott, AZ 86301

Ph: 928-778-5335 Fax: 928-778-5870

[www.fannenvironmental.com](http://www.fannenvironmental.com)

March 20, 2019

Page Utility Enterprises  
P.O. Box 1955  
Page, AZ 86040

Attn: Matthew Wood

RE: Request For Qualifications for the Job Order Contract Services For Repairs and/or Improvements to Wastewater  
and Water Treatment Plants & Systems

Dear Mr. Wood:

**Fann Environmental, LLC** (Fann) is pleased to provide the Page Utility Enterprises with a statement of qualifications for the subject project. As detailed herein, Fann not only has extensive experience in providing JOC services to the Page Utility Enterprises but several other Cities and Towns as well. We are confident that we are the most familiar and qualified for any and all aspects of the required services and/or repairs that may be needed.

We appreciate the opportunity to work with Page Utility Enterprises.

Sincerely yours,  
**FANN ENVIRONMENTAL, LLC**

A handwritten signature in blue ink, appearing to read "Mike Young", is written over a horizontal line.

**Michael S. Young**  
President/Project Manager  
[mikeyoung@fannenvironmental.com](mailto:mikeyoung@fannenvironmental.com)

AZROC 206365-A – AZROC 249529-B – AZ ROC 276357-CR-11



## FANN ENVIRONMENTAL, LLC

**FANN ENVIRONMENTAL, LLC (FE)** is an Arizona based company that specializes in alternative procurement methods such as Job Order Contracts, Design Build, and Construction Manager at Risk. We provide construction, construction management, consulting services and electrical contracting throughout Arizona. This includes the design and construction of water and wastewater treatment plants, booster/lift stations, and water production/distribution facilities, master planning, regulatory permitting, contract operation and maintenance. FE regularly provides constructability and plan reviews, value engineering, and cost saving suggestions to professional design firms and facility owners. Our depth of experience and the minimization of risks that we don't control, allows FE to maintain project schedules and budgets.

The FE professional staff includes construction managers, superintendents, construction craftsmen and a full business management and administrative team. All team members bring experience and diverse backgrounds to each project. Throughout the State of Arizona, FE has completed more than \$75 million dollars worth of projects during the fifteen years in operation.

FE is comprised of three divisions – Consulting/Construction, Electrical, and, Operations and Maintenance. With these three divisions, FE has the ability to provide the in-house services necessary to complete each project from beginning to end.

FE is an Arizona limited liability company founded in October of 2004 and is located in the heart of Prescott.

FE currently has several active projects throughout Arizona and is operated and managed by its members who have a personal stake in the success of the company.

FE believes that a company is measured by past performances and that the successful outcome of each project contributes to future projects and opportunities. Every employee is encouraged to embrace this attitude and it is reflected in their work performance.

### *Qualifications and Past Performances*

FE has a lot of first hand experience and knowledge of the City of Page's Water and Wastewater Treatment Plants and related facilities. Over the past several years, we have completed various projects including:

- Surface Water Plant Optimization
- ADEQ Consent Order removed
- Filter rehabilitation
- UV installation
- New Slide Gates installed
- New Fiberglass Troughs
- Fluoride Study Evaluation
- Replaced filter controls
- Installed SCADA system for both water and wastewater
- Rehabilitated existing clarifiers at the wastewater treatment plant
- Wastewater Treatment Plant Evaluation
- Installed new mixers and recycle pump
- Upgraded wastewater treatment plant to achieve Class A+ Effluent
- Lift Station #2 Piping Replacement
- New Automatic Screens for the Golf Course
- Annual calibration of Magnetic Flow Meters at the Wastewater Treatment Plant
- Wastewater Treatment Plant Headworks Replacement
- Replacement of RAS Meter

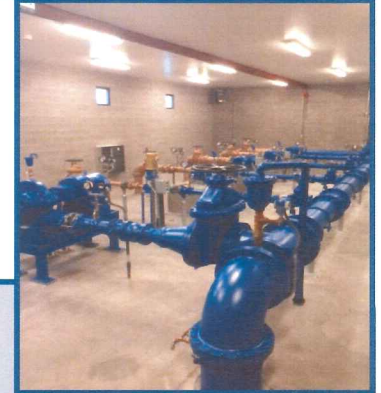
Following are several water and wastewater projects with references that we have completed around Arizona. These are just a small sample of the type of work we perform. We feel that our operational skills and knowledge offers an owner's point of view to each of the projects that we take on, therefore, valued engineering solutions are found and ultimately we have saved several hundreds of thousands of dollars for our clients.



## FANN ENVIRONMENTAL, LLC

### ZONE 101 BOOSTER PUMP STATION

This project consisted of the construction of a new water booster station to serve the Zone 101 water service area. This new booster station is located next to the Zone 12 storage tank. The underground piping is a mixed range of 12" to 24" ductile iron pipe. The booster station includes 5 booster pumps - 2-50HP, 1-25 HP, 1-15 HP and 1-100HP high volume pump. The pumps are controlled by VFDs with the exception being the high volume pump. A new generator and automatic transfer switch were installed for emergency power backup. This booster station is tied into the City of Prescott's SCADA system. There was also a considerable amount of offsite APS conduit to install.



Owner: City of Prescott

FE Project Oversight: Mike Young, 928-7713-9265

FE Project Manager: Eric Price

FE Mechanical Superintendent: Mark McQueary

References: Jeff Low, City of Prescott, 928-777-130

Final Construction Cost: \$1,730,660

Completed: February 2016

FE Underground Superintendent: William Russell

FE Electrical Superintendent: Gary Regnier

Rob Bryant, Water Works Engineers - 480-661-1742

### CITY OF PRESCOTT AIRPORT WELL #3 EQUIPPING

FE served as the general contractor on this project for the City of Prescott. The project included the complete installation of equipment for the Airport Recovery Well #3. A new vertical turbine well pump and motor were installed and the final well development was completed. A Severn Trent Arsenic Treatment System was installed inside a new treatment building. New chlorination equipment, backwash recovery tank and recycle pump were also included. This project also included all of the underground piping to the distribution system and waste pond. The well will produce 850 gpm water to serve the airport area distribution system and fill the Zone 12 water storage tank.



Owner: City of Prescott

Engineer: Carollo Engineers

Project Manager: Mike Young, 928-713-9265

General Superintendent: Gary Steinmetz, 928-713-5590

References: Benjamin Burns, City of Prescott, 928-777-1130  
Nathan Nutter, Carollo Engineers, 602-474-4182

Final Construction Cost: \$2,831,730

Completed: February 2016





## FANN ENVIRONMENTAL, LLC

### WICKENBURG AIRPORT ZONE 4 BOOSTER STATION

This JOC Project for the Town of Wickenburg consisted of building a new booster station to better pressurize and serve a portion of their water distribution system near the Airport.

Included in this project was site grading, a new Grundfos Boosterpaq Pump Skid with five 15HP pumps rated at 400 GPM each, small pressure tank, installation of 12" ductile iron pipe suction and discharge lines, concrete pump pedestal and pads, all electrical and controls, a block perimeter wall and sun shades.

Difference in final cost reflects owner requested changes and additions to the contract.



Owner: Town of Wickenburg

Project Manager: Eric Price

Project Superintendent: Mark McQueary

References: Rick Austin, Town of Wickenburg, 928-668-0516

Contract Amount: \$312,500

Final Construction Cost: \$316,721

Completed: September 2013

### SOUTHWEST CENTER WELL #8 ARSENIC TREATMENT FACILITY



This project was designed with two phases. Shortly after the award of the first phase to FE, we negotiated with Arizona Water Company and were awarded the second phase as well. The first phase included all of the above and below ground piping from the existing well to the proposed arsenic treatment system to the distribution system. It also included the backwash tanks and recycle pump station. The second phase entailed the installation of a Severn Trent Arsenic Treatment System. The system has two 9' diameter adsorbers utilizing Bayoxide E-33, a granular ferric oxide media. The treatment system has a design flow of 500 gpm and the well capacity is 900 gpm. The blending ratio is using a 44.1% by pass.

Owner: Arizona Water Company

Project Manager: Mario Lopez, AZ Water Co, 480-625-5280

FE Project Manager: Eric Price

FE Mechanical Superintendent: Mark McQueary

References: Keith Self and John Snickers, AZ Water Water Superintendent, AZ Water Area Manager, 602-240-6860

Ben Lee, Water Works Engineer, 480-661-1742

Final Construction Cost: \$1,032,327

Completed: July 2015

FE Underground Superintendent: William Russell

FE Electrical Superintendent: Gary Regnier



# FANN ENVIRONMENTAL, LLC

## SEDONA MAJOR PUMP MODIFICATION

This project was developed as an extensive upgrade and modification to the City of Sedona's three major lift stations. The design of the project had been undertaken by the City two times in the past. The City hired Fann Environmental to perform a complete review of the previous plans and assist the Design Engineer with design revisions. Fann Environmental completed constructability reviews, cost estimating and value engineering.

The Fann Environmental preconstruction services scope of work changed during the project to include full electrical design services. The construction phase of the work included, three new bypass Lift Stations, upgrades to the existing Lift Stations, major electrical/controls changes and safety modifications. Ultimately the project included five guaranteed maximum price contracts.



Owner: City of Sedona  
Engineer: Stanley Consultants  
Project Manager: Jeff Sawyer

References: J. Andy Dickey - City of Sedona - 928-203-5039  
Charles Mosley - City of Sedona - 928-204-7132

Final Construction Cost: \$7,400,000  
Completed: 2011

## SOLS WASH WELL REHABILITATION – WICKENBURG



Fann Environmental was awarded this project to rehabilitate the Well located in Sols Wash. The project consisted of removal of existing yard piping, motor, pump and electrical connections. The well pump required repair before it could be reinstalled. FE performed an acid wash on well, reconfigured grade of site, reinstall new electrical conduits for Arizona Public Service. Once the footings of the southeast wall were exposed, it was necessary to apply waterproofing to the masonry wall. The well casing was exposed to 12 feet in depth and backfilled to surface with ABC. The extra cost was due to owner requested changes.

Owner: Town of Wickenburg  
Engineer: Fann Environmental

Project Manager: Eric Price  
Project Superintendent: Mark McQueary

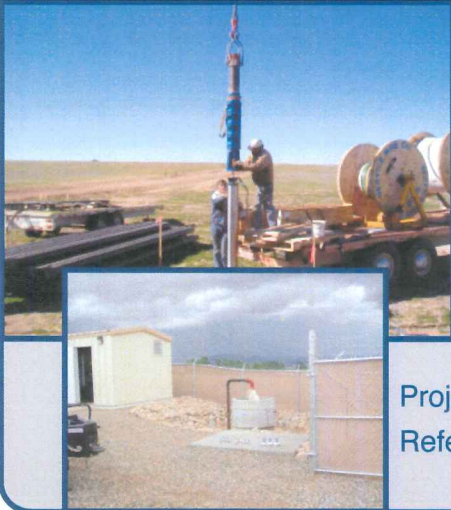
References: Rick Austin, Town of Wickenburg, 928-671-0491

Contract Amount: \$74,900  
Final Construction Cost: \$86,849  
Completed: February 2014



# FANN ENVIRONMENTAL, LLC

## NORTH WELL FIELD – PHASES 1 & 2 – DESIGN BUILD



This Design Build project was led by FE and included a local engineering firm, well drilling and pump, metal building, electrical, and HVAC subcontractors. FE installed five new water production wells. FE equipped four of the well sites, which included a 300 sq. ft. building for each one. FE worked closely with the owner to provide a value based project through the Total Team Approach. By identifying and purchasing long lead items such as equipment and materials, and by utilizing the Total Team Approach, FE was able to expedite project completion and reduce costs to the owner. The original contract was for completion of only three well sites. Equipping of the fourth site was added to the contract by the town.

Owner: Town of Prescott Valley  
Engineer: Shepard-Wesnitzer  
Project Manager/Superintendent: Mike Young

Final Construction Cost: \$2,700,000  
Completed: 2004 & 2005

References: Kimberly Moon, PE, Town of Prescott Valley, 928-759-3083  
Richard Aldridge, PE, Shepard-Wesnitzer, 928-541-0443

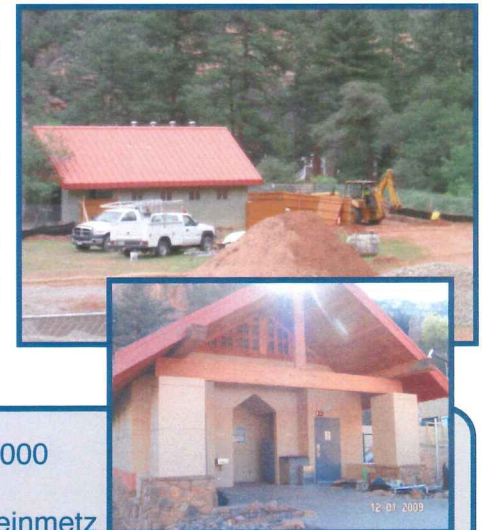
## ARIZONA STATE PARK – SLIDE ROCK WWTP AND RESTROOMS

This Design Build project was completed in May 2010. Fann Environmental was selected as the Design Builder from an extensive list of state and national firms using the Performance Information Procurement System (PIPS) process.

Fann Environmental teamed with Engineering and Environmental Consultants, Inc. to perform the wastewater treatment plant civil design work. Summit Controls, LLC, completed electrical design and Fann Environmental completed the architectural and structural design services.

The project includes a 15,000 gpd Enviroquip/Kubota Membrane Bioreactor wastewater treatment plant, a 3,600 sq. ft. effluent holding pond, influent and effluent pump stations, remodel of an existing restroom and, the construction of a new restroom and maintenance building. Fann Environmental was responsible for all aspects of the Design and Construction.

Fann Environmental was later contracted to perform additional work on the existing parking lot.



Owner: Arizona State Parks  
Engineer: Engineering & Environmental Consultants  
Project Manager: Robert Upton  
References: Paul Govino - Arizona State Parks, 602-542-6942

Final Construction Cost: \$2,030,000  
Completed: 2010  
Project Superintendent: Gary Steinmetz  
Kenneth Sullivan - ASU/PBSRG, 480-965-4213



# FANN ENVIRONMENTAL, LLC

## CHINO VALLEY WASTEWATER TREATMENT FACILITY

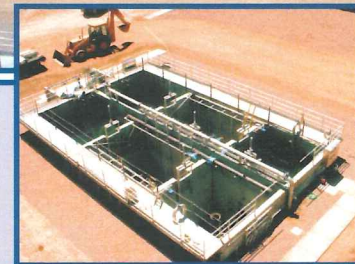
This project was developed as a unique private/public partnership. Fann Contracting financed and constructed this 1.0 mgd facility. This Construction Manager at Risk project was completed by the Fann Environmental team with design by Aqua Engineering, Inc. and included the construction of a one million gallon a day Enviroquip/Kubota MBR treatment plant, lift station, effluent booster facility, and gravity main. The Fann Environmental team began work on this project at the 60% design phase. The work included scheduling, constructability reviews, and value engineering during preconstruction. The Fann Environmental team visited MBR treatment plants and assisted the design engineer with equipment selection. It also developed cost saving changes to the headworks and piping schemes.

Fann Environmental provided 10 years of operational and maintenance services to Fann Contracting, Inc. for this facility.

Owner: Town of Chino Valley  
Engineer: Aqua Engineering  
Project Manager: Jeff Sawyer

References: Justin Logan, P.E. - Aqua Engineering - 801-299-1327  
Chris Bartels - Town of Chino Valley - 928-636-7140

Final Construction Cost: \$13,000,000  
Completed: 2004  
Project Superintendent: Gary Steinmetz



## *Previous Experience with Job Order Contracts*

### ***FE has completed several JOC projects with the City of Page:***

- Rebuilt the surface water filters
- Industrial Booster Station Pump Manifold and Controls
- Replaced filter controls
- Installed SCADA system for both water and wastewater
- Built new Headworks for Wastewater Treatment Plant
- Rehabilitated existing clarifiers at the wastewater treatment plant
- Lift Station #2 Repairs
- Wastewater Treatment Plant Evaluation
- Installed new mixers and recycle pump
- Upgraded the wastewater treatment plant to achieve Class A+ Effluent

### ***FE completed several JOC projects for the Town of Cottonwood***

- Changed out Filter Media and Under Drains for 44 Vessels

Mike Traynor, Water Operations Manager, Town of Cottonwood can be reached at (928) 634-0186 Ext. 3306

### ***FE has completed several JOC projects with the Town of Clarkdale:***

- CO2 conversion for pH control
- Solar Feasibility Preliminary Report
- Corrosion Control Study
- Town Center Sidewalks
- School Drainage Improvements
- Mescal Spur Deceleration Lane
- Lisa Street Curb and Gutter
- Palisades Drainage Curb and Gutter
- Valley View Sewer Line Extension

Wane Debrosky, Utilities Director for the Town of Clarkdale and can be reached at (928) 639-2525



## FANN ENVIRONMENTAL, LLC

### *JOC projects completed for the Navajo Tribal Utility Authority:*

- Shonto Lift Station - Pump and Controls
- Shiprock WWTP RAS & WAS Pump Replacement
- Bird Springs Booster Station
- "A" Tank Booster Station
- Ganado New Lift Station and Generator

### **Black Rock Water Treatment Plant**

- Complete rebuild of iron and manganese filters
- Complete change-out of process piping
- Cleaning out and lining backwash lagoon
- Change-out all pneumatic control valves with electrical operated valves

### **Window Rock Wastewater Treatment Facility**

- Window Rock Wastewater Treatment Facility Emergency screw pump repair
- Window Rock Emergency By Pass Pumps and Hoses
- Effluent Recycle Pump System

### **Coyote Canyon Lift Station**

- Replaced Pumps and Controls

Greg Bahe, Engineer for Navajo Tribal Utility Authority can be reached at (928) 729-5721

### *JOC projects for the Town of Camp Verde:*

- New Headworks Structure

Troy Odell, Deputy Public Works Director, Town of Camp Verde can be reached at (928) 554-0826

### *JOC projects completed for the Town of Kearny:*

- New UV System for WWTP
- Rehabilitated Iron and Manganese Treatment System
- Emergency Response for Electrical Troubleshooting

Anna Flores, City Manager, Town of Kearny can be reached at (520) 363-5547

### *JOC projects completed for the Town Wickenburg:*

- Airport Booster Station
- Sols Wash Well Upgrade

Rick Austin at the Town of Wickenburg can be reached at (928) 668-0516

### *Firm's Current Licensing*

License Type	License Number	Qualifying Party
A-General Engineering	AZROC 206365	Company License
B-General Commercial	AZROC 249529	Company License
K-11-Electrical	AZROC 276357	Company License

As contract operators of several water and wastewater systems around the state, we have first-hand knowledge and understanding of what operators want and need.

*A leading company in the field of Water and Wastewater*



# FANN ENVIRONMENTAL, LLC

## Qualifications of Key Personnel

### KEY TEAM MEMBERS

Our key team members' brief resumes with their notable projects are included below. ★ Key member's resumes are included in the Appendix.

#### Mike Young – Construction Project Manager



Mike has over 41 years of experience in the construction, operation, and maintenance of all water and wastewater related facilities including 17 years with the City of Prescott. He has a strong background in construction means and methods related to municipal facilities. Mike has worked with the Fann Environmental for 15 years.

##### Mike's Notable Projects

- ❖ City of Prescott's D-B Production Wells Rehabilitation
- ❖ Prescott Valley: North Well Field Ph.1 &2
- ❖ City of Prescott Airport Well #3
- ❖ NTUA Window Rock WWTP
- ❖ Prescott Valley Granville Connection Booster Station D-B
- ❖ City of Page - Various Projects - JOC
- ❖ City of Page Surface Water Treatment - D-B

#### Gary Steinmetz – General Superintendent



Gary is a general superintendent with over 56 years of experience in industrial and heavy construction including mechanical work, quality control, constructability review, coordinating and supervising subcontractors, estimating and material take-off and ordering. He spent 27 years with Fann Contracting before transferring to Fann Environmental in 2004.

##### Gary's Notable Projects

- ❖ City of Prescott Airport Well #3
- ❖ City of Prescott Sundog Nit/Denit Upgrades
- ❖ Fredonia Culinary Water Plant
- ❖ Prescott Valley WWTP
- ❖ City of Prescott Cliff Rose Lift Station
- ❖ Camp Verde WWTP – Superintendent
- ❖ Town of Chino Valley WWTP

#### David “Bim” Syme – Superintendent



With over 30 years experience, Mr. Syme is responsible for overseeing the operations of all active projects, developing and overseeing the crews, hiring and firing personnel as needed, managing the materials and equipment needed to complete the projects, directing crews as necessary to keep project within scope, time frame and budget.

##### Bim's Notable Projects

- ❖ Prescott Valley Sewer Collection System
- ❖ C.C. Cragin Ph 2 Raw Water Line - Payson
- ❖ Fredonia Culinary Water Plant
- ❖ West Water Pipeline Grand Canyon Sky Walk
- ❖ Burris Rd Sewer Interceptor - Casa Grande
- ❖ Camp Verde Sanitary Plant and Collection Line



## FANN ENVIRONMENTAL, LLC

### *Other Team Members*

#### **Eric Price – Estimator/Project Manager**



Eric has 26 years of experience in the construction field serving as a Estimator, Project Manager, Superintendent and Operator. He has several years experience supervising crews in the pipeline industry preparing estimates and managing multiple projects. Eric is OSHA certified and Confined Space certified. Eric has been with Fann Environmental since 2013.

#### **Gary Regnier – Electrician**



Mr. Regnier has 41 years of experience in the electrical construction field. He possesses extensive skills and knowledge of electrical industry, as well as working with customers, suppliers, employees and accounting practices. He is responsible for all electrical estimating, and Project Superintendent for electrical phases of the projects. He has been with Fann Environmental since 2011.

#### **Mark McQueary – Mechanical Superintendent**



Mark has 31 years of experience in underground and above-ground piping and installation of all types of equipment, including start-up. His experience is in the building and renovation of water and wastewater treatment plants. In 2013, Mark joined the Fann Environmental organization after finishing several large construction projects in Arizona, New Mexico and Texas.

#### **Ryan Shy – Electrician**



Mr. Shy has 21 years of experience in the construction field and has successfully executed projects in excess of 3.4 million dollars. He has managed multiple commercial projects and facilitated all aspects of ongoing projects. He has been responsible for supervising employees on a day to day basis and been in charge of hiring and terminating as needed. He has been with Fann since 2018.

#### **Robert Kinkade – Mechanical Superintendent**



Robert has been with Fann Environmental for 10 years, and has 27+ years of construction experience. He has worked on all types of water and wastewater facilities. He was responsible for construction of the new Headworks for the Page WWTP. He also repaired some Lift Stations and recently replumbed the Water Treatment Plant.

#### **William Russell – Underground Superintendent**



William “Bill” has twelve years supervisory experience supervising up to 35 employees. He has managed projects in Utah, New Mexico, Texas and Arizona. He has planned operations, worked with OSHA, Blue Stake and local and state regulators. Bill joined the Fann Environmental team in 2013.

*Members have a personal stake in the success of the company*



# FANN ENVIRONMENTAL, LLC

## *Quality Assurance Program*

**QUALITY CONTROL:** Our team controls the reliability and quality of projects through the implementation of a Quality Assurance/Quality Control program. In general, our program involves formally using the project team's experience to identify potential design and construction issues. This program assists in the resolution to correct the design details prior

to construction, to understand the critical steps required to build it right the first time, to monitor the process, and to inspect, verify, and to document the successful implementation of these changes.

## *Warranty Approach, follow-up, repairs, and customer satisfaction:*

FE will address any warranty issues that arise quickly and efficiently utilizing the same trained personnel that are familiar with the equipment and facilities installed and constructed. This will provide continuity and assure the City that their equipment will be capable of running at full capacity without any unnecessary delays. FE's history in prompt response to warranty issues and effective resolution results in Customer Satisfaction.

## *Project Management Methods*

**PROJECT MANAGEMENT APPROACH:** Effective management of the project begins with a solid pre-construction plan. Our design phase services would address the following areas: design, scheduling, estimating, constructability review, procurement of long-lead equipment and proprietary materials, and value engineering. A thorough pre-construction plan will build the road map to successful project completion and a positive team experience. It is important that the partnership of City of Page and FE make fully informed decisions and understands the impact of those decisions upon project cost. This is where our team excels. We provide a practical perspective. The high quality and careful attention to detail the collaborative team has provided, will be emulated by our team as we prepare a comprehensive

construction plan, essentially building the project on paper before the start of construction. We will identify challenges early and develop solutions that will keep the project moving and reduce any risks that may occur. Because of the early identification of risks, FE has a company wide policy of **"no change orders"**, unless requested by the owner to add to the scope of work.

**PLANNING:** Upon receipt of a request for a specific JOC Job Order, our team will begin the planning process it has developed on many other successful projects. The project management staff will meet with the City to carefully review the project's scope to ensure a thorough understanding of the work involved and the expected results. Our project management staff will then carefully analyze the work from their various perspectives to develop a project plan to accomplish the tasks involved. Among many items that will be addressed are those that are most important: safety, security, cost, schedule, value, quality, and results. This team will continue meeting until it is confident that the work can be performed as efficiently and cost effective as possible.

**PROJECT SCHEDULING:** Our team's approach to scheduling is based on our partnering philosophy, the provision of adequate resources, and the joint development of a schedule that recognizes the mutual commitment of the owner, design consultants, and construction team. Our team commits significant energy to the preparation and maintenance of the project schedule. We consider the project schedule a valuable management tool. FE utilizes the latest versions of Microsoft Office programs, AutoCAD, Primavera, and HCSS to facilitate the management of projects.

**CLAIMS/DISPUTE RESOLUTION:** FE is a claim adverse contractor and our past projects are resolved at the lowest possible level. Our team's prior experience as Design/Builder and a CMAR can validate our following statement: "There will be no claims on this project."

**SAFETY MANAGEMENT:** Our ongoing safety program is based on a philosophy of line management taking a proactive approach in identifying and controlling work place hazards. Management is responsible for planning, implementing and monitoring safety conditions through pre-job safety instruction, training and inspection of the work



## FANN ENVIRONMENTAL, LLC

environment.

Safety comes first in every job and FE prides itself on its clean safety record. Safety meetings are held daily on topics pertaining to each individual project and job site. All employees are required to attend and participate. Safety awards are given at the end of the year to all employees who have been accident free for the entire year. FE has been accident free for the last several years.

Our team's Safety Manager is utilized to support on-site management, insuring Local, State, Federal laws and Client policies are followed. Our Safety Manager will conduct frequent site inspections and will assist in site safety meetings and training. We strive for safety excellence by constant evaluation of our programs and the processes governing our work. It has been our experience that having a solid safety culture is critical and directly related to the success of a project for all parties involved.

***"Safety is an integral part of our operations. We are committed to the goal of zero accidents. Commitment and active participation by everyone, everyday, on every operation is necessary to achieve the level of safety excellence that is expected"***

### *Demonstrated Ability to Handle Multiple Jobs*

FE has been steadily growing and hiring additional quality personnel. FE always has operational staff on standby 24/7 to respond to emergencies. Currently we are working on the following projects:

- AZ Water Santiago Trail NRF/BPS/Storage Tank
- City of Prescott Production Well #4 Equipping
- City of Prescott Zone 16 Pump Station - Subcontractor
- City of Prescott CMAR Water Production - 2 New 5 MG Reservoirs, 3 New Booster Pump Stations
- City of Prescott Airport Well 5 Drilling and Equipping
- City of Prescott SCADA Installation and Integration - Subcontractor

### *Firm's Financial Status*

FE has an excellent working relationship with their A+ rated bonding company, Safeco Surety, and is considered a preferred client with a bonding capacity in excess of \$30 million. FE currently carries insurance limits that exceed most project requirements.

FE has completed all jobs/projects awarded. Neither FE, its members, nor its key personnel have held any contracts or subcontracts, which have been terminated. Additionally, FE and key personnel are free from any litigation or arbitration.

*Proudly serving Arizona's Water and Wastewater needs*

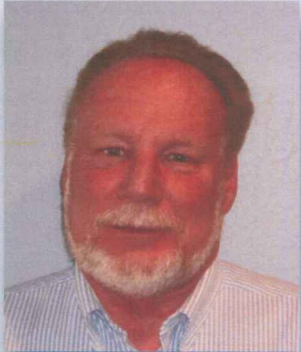


# ***APPENDIX***

# FANN ENVIRONMENTAL, LLC

**Michael S. Young**

PRESIDENT/OWNER



## **Certifications**

Arizona Grade Four Water Treatment

Arizona Grade Four Water Distribution

OSHA (10 Hr)

SWPPP

USDOT Reasonable Suspicion Drug and Alcohol

## **Education**

Pump and Well Design Studies, University of California at Davis

Water and Wastewater Utilities Management – Michigan State University

Numerous Community College Courses in Water and Wastewater

Numerous Seminars in Supervisory, Management and Computer Skills

## **SUMMARY OF EXPERIENCE**

Mr. Young has over 42 years of professional experience specializing in various aspects of water treatment and distribution, wastewater treatment and collection, effluent reuse and delivery methods hazardous materials and landfills. Mr. Young has extensive knowledge in the design, construction, operation and management of both water and wastewater facilities, development of capital improvement projects, management of municipal utilities, and conducting groundwater basin studies.

As the president of Fann Environmental, Mike is responsible for day to day business management, financial oversight, personnel issues, public relations and marketing. He provides hands on project management, consulting, system trouble-shooting, operator training, and new system start up and commissioning.

## **2003 – PRESENT - FANN ENVIRONMENTAL, LLC**

### **PROJECT MANAGER**

- Window Rock WWTP Ph 1 – NTUA, Ft. Defiance, AZ
- City of Page JOC
- Major Pump Station Modification, CM @ Risk, City of Sedona
- Granville Connection Booster Station
- North Well Field Project
- Viewpoint North Lift Station
- EPA Arsenic Demonstration Projects
- Raven Ridge Wastewater Treatment Plant Removal/Remediation
- ADEQ System Evaluation & Technical Assistance
- Granite Oaks Water System – Operations and Maintenance
- City of Page Surface Water Treatment Facility
- City of Page WWTP Upgrade to Class A Effluent
- Mohave County Contract Operations & Maintenance

### **CONSULTANT**

- Municipal projects
- Water and Wastewater system trouble shooting
- Overall utilities management

## **1986 – 2003 – CITY OF PRESCOTT**

### **WATER PLANT OPERATOR**

### **WATER PRODUCTION SUPERINTENDENT**

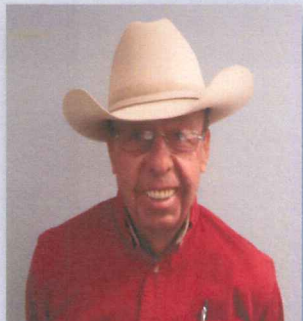
### **UTILITIES SUPERINTENDENT**



# FANN ENVIRONMENTAL, LLC

## Gary Steinmetz

GENERAL SUPERINTENDENT/OWNER



### Certifications

Erosion Control - SWPPP

Competent Person  
Excavation

Confined Space

Confined Space Rescue &  
Retrieval

Construction Survival

OSHA (10 Hr)

First Aid/CPR

### Education

U.S. Navy Shipfitter/  
Welding School, Norfolk,  
Virginia

### SUMMARY OF EXPERIENCE

Gary Steinmetz is currently semi-retired and is only interested in participating in the local production well project for the City. Gary has over 58 years of experience in all aspects of industrial and heavy commercial construction projects. He has been an estimator, superintendent and project manager during his professional career. His vast knowledge covers all phases and types of water and wastewater treatment plant construction, commercial and industrial facilities.

Gary is responsible for managing all construction and electrical superintendents performing pipefitting, mechanical, plumbing and electrical work. He participates in the bid preparation process, reviewing plans, calculating material take-offs, and developing crews and schedules. He also assists in the preparation of submittals, as-built drawings, O & M Manuals, and other necessary documentation required for water and wastewater project management. He is an expert in the industry and brings valuable knowledge to each project.

### PROFESSIONAL EXPERIENCE

#### 2005 – PRESENT - FANN ENVIRONMENTAL, LLC

##### WATER AND WASTEWATER FACILITY SUPERINTENDENT AND ESTIMATOR

- City of Prescott Rodeo Grounds Grandstand, 2016
- Town of Kearny Arsenic Treatment Facility
- Rio de Flag Reclamation Facility
- Prescott Valley WWTP Expansion, 2007
- Camp Verde Sanitary District WWTP, 2008
- City of Prescott Airport Centrifuge & Equipment Installation, 2009
- Fredonia Culinary Water Project

#### 1978 – 2005 – FANN CONTRACTING, INC.

##### WATER AND WASTEWATER FACILITY SUPERINTENDENT AND ESTIMATOR

- St. John's Radium Removal Facility, 2004
- Chino Valley WRF, 2004
- Yuma Pinnacle West Soil Remediation, 2002
- Bouse Ground Water Recharge, 2001
- Prescott Pinnacle West Soil Remediation, 2000
- Prescott Airport WWTP Upgrades, 1999
- Sedona WWTP Back Wash Filter, 1995
- Prescott Valley WWTP, 1993

During the 27 years Gary worked for Fann Contracting he was responsible for all water and wastewater treatment plant projects and pumping related projects.

#### 1969 – 1978 – AUGUST WINTERS AND SONS - APPLETON, WISCONSIN



# FANN ENVIRONMENTAL, LLC

**David “Bim” Syme**  
*Superintendent*



## **Certifications**

Certificate of Completion in  
Electrical Automation

AZ Class A General  
Engineering Commercial  
Contractor License

Trenching Safety Training

SWPPP Erosion and  
Pollution Training

Competent Person

First Aid and CPR Training

## **Education**

Utah Technical College -  
Electrical Automation

Graduated North Sanpete High  
School - Utah

## **Summary of Experience**

Mr. Syme has over 30 years experience specializing in underground utility, roadway construction, and project development. He has worked throughout Arizona on various private and public projects with experience supervising up to 135 operators, laborers, and support personnel during his career including a two year period spent in Ghana, Africa. Some of his responsibilities included developing operations to produce three kilograms of gold per week from the ground level in addition to continuing to manage the company's equipment rental operation. He also managed the use and maintenance of up to 50 pieces of heavy equipment and support equipment.

As Fann Environmental's Superintendent, Mr. Syme is responsible for overseeing the operations of all active projects, developing and overseeing the crews, hiring and firing personnel as needed, managing the materials and equipment needed to complete the projects, directing crews as necessary to keep project within scope, time frame and budget. Mr. Syme acts as liaison between company's President, staff and/or project owners whenever necessary to keep company business flowing smoothly and efficiently.

Mr. Syme has a stellar reputation within the construction community and has developed an extensive list of contacts. He has just recently joined the Fann Environmental group where he has already proven to be a valuable asset.

## **Professional experience**

**Present - Fann Environmental, LLC, Prescott, Arizona**  
**Superintendent**

- AZ Water Company Santiago Trail NRF/BPS/Storage Tank - Casa Grande
- City of Prescott Zone 16 Pump Station and Water Main - Prescott
- City of Prescott Production Well 4 - Chino Valley

**1984 - 2019 - Johansen Construction, Inc., Prescott, Arizona**  
**AZ Branch Manager/Project Manager**

- C.C. Cragin Ph 2 Raw Water Line - Payson, AZ
- Yavapai/Apache Nation I-17 Corridor Sanitary Sewer Improvement - Camp Verde, AZ
- Beverly Avenue Sewer Services and Manhole - Kingman, AZ
- Hualapai West Water Pipeline from Peach Springs to Grand Canyon Sky Walk
- Fredonia Culinary Water - Fredonia, AZ
- Burris Road Sewer Interceptor - Casa Grande, AZ
- Camp Verde Sanitary Plant & Collection Line - Camp Verde, AZ



# FANN ENVIRONMENTAL, LLC

**Gary D. Regnier**

*Electrical - Controls Manager*



## **Certifications**

Minnesota Master Electrician

A-Journeyman Construction  
Electrical

Arizona Electrical License  
Qualifying Party

Wind Turbine Module 1 & 2  
AZ Class A CDL

## **Education**

Jackson Area Vocational  
Technical School

Wabasso High School

Various continuing  
education courses

## **Summary of Experience**

Mr. Regnier has 43 years of experience in the electrical construction field. Having graduated from the Jackson Area Vocation Technical School in 1973 he went on to qualify and obtain his A-Journeyman Electrical License after working in the field for four years on various projects throughout southern Minnesota. Mr. Regnier has owned and operated his own electrical company for over 30 years working throughout Phoenix, Prescott and Minnesota. He possesses extensive skills and knowledge of electrical industry, as well as working with customers, suppliers, employees and accounting practices.

As the Electrical - Controls Manager for Fann Environmental, Mr. Regnier is responsible for all electrical estimating for all projects bidding, Project Superintendent for electrical phases of projects, troubleshooting, and repair of electrical issues for existing projects and facilities.

## **Professional experience**

**2011 – Present - Fann Environmental, LLC, Prescott, Arizona**

**Electrical – Controls Manager and Qualifying Party**

- City of Prescott Rodeo Grounds Grandstand
- City of Prescott Zone 101
- Prescott's Cliff Rose Sewer Lift Station
- Sundog WWTP Nitrification/Denitrification Upgrades
- NTUA Window Rock WWTP Ph 1
- Lake Havasu City Effluent Pump Station Improvements
- Fann Contracting Repair of residential outage
- Quail Ridge Bulk Water Wiring
- Set up Fann Environmental's Electrical Division

**1980 – 2011 - Seaforth Electric, Pine Island, Minnesota**

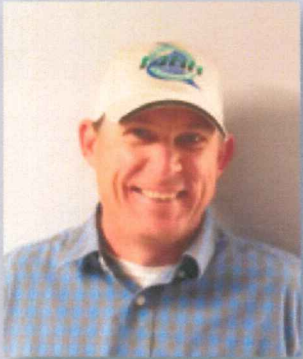
**Owner**

- Mayo Civic Center Maintenance and New Wiring, 2011
- Farm Country Co-Op Grain Handling System, 2010
- Pine Island School Replace Main Service and Panels, 2010
- City of Bloomington New Well Controls and Plant Maintenance
- City of Eden Prairie WTP Plant Maint. and Control Modifications
- Chatfield New WWTP Electrical Wiring and Controls, 2004
- Cannon Falls New WWTP Booster Station and Water Tower, 2002
- Kachina Village WWTP Improvements, 1988
- Page WTP Modifications, 1989

# FANN ENVIRONMENTAL, LLC

**Ryan Shy**

*Electrical Superintendent*



## **Certifications**

Electrical Apprentices Program  
Electrical License AZROC  
K-11

## **Education**

Independent Electrical  
Contractors Association - 4  
year - 8,000 Hr. Apprenticeship  
Program  
AZ Business Management  
Numerous Safety Training  
Classes  
Graduated High School -  
Yuma AZ

## **Summary of Experience**

Mr. Shy has 20 years of experience in the construction field and has successfully executed projects in excess of 3.4 million dollars. Ryan successfully completed the Arizona Business Management and AZ K-11 Electrical Licensing Exam and quickly worked his way up from a laborer to Journeyman and finally into an administrative level position. Ryan consistently finalizes projects on time and within budget. Mr. Shy has managed multiple commercial projects, drafting subcontract agreements and facilitating all other aspects of ongoing projects. He has been responsible for supervising employees on a day to day basis and been in charge of hiring and terminating as needed.

As Fann Environmental's newly appointed Electrical Superintendent, Mr. Shy is responsible for the day to day electrical operations of the projects.

## **Professional experience**

**2018 – Present - Fann Environmental, LLC, Prescott, Arizona**

### **Electrical Superintendent**

- Granite Estates Granite Dells Ph 2B
- City of Prescott Production Well 4
- AZ Water Santiago Trails NRF/BPS/Storage Tanks
- City of Prescott Production Well 5
- AZ Water Company Santiago Trail NRF, BPS, Storage Tank
- City of Prescott Production Well 4

**2015 – 2018 – LPC Construction, Yuma, AZ**

### **Project Superintendent**

- City of Yuma 24th Street Lift Station Replacement - \$1.2M
- City of Yuma Figueroa WPCF Bar Screen Replacement - \$3.5M
- City of Somerton Rancho Mesa Verde Booster Station - \$1M
- City of Somerton City Hall - \$3.5M

**1999 – 2015 – Westmoor Electric, Yuma, AZ**

### **Project Superintendent**

- MCAS Yuma Maintenance Hanger - \$2.8M
- MCAS Yuma P583 Communications Building - \$3.5M
- Gila Ridge High School \$3.2M



# FANN ENVIRONMENTAL, LLC

*Eric Price*

*Project Manager – Estimator*



## **Certifications**

Confined Space

OSHA 40-Hr Certified

## **Education**

Montgomery High - Graduated

HCSS Heavy Bid

Microsoft Word, Excel, Project  
and Outlook

## **Summary of Experience**

Mr. Price has 29 years of Underground utility installation and rehabilitation experience with 19 of those years spent in Sewer Main Lining installation and management. He is skilled in managing multiple projects, estimating and construction administration. He also has several years of experience operating backhoes, Bobcats, loaders, excavators, padder, roller, and boom truck.

As Fann Environmental's Estimator and Project Manager, Eric is responsible for the day to day management of the projects assuring the superintendents have sufficient crews, materials and equipment needed to bring the project to a successful conclusion. As the Estimator, he is responsible for take-offs, securing outside quotes, interpreting specifications and plans, and preparing the final bids in a timely manner.

## **Professional experience**

**2013 – Present - Fann Environmental, LLC, Prescott, Arizona**

### **Project Manager/Estimator**

- AZ Water Co. Santiago Trail NRF/BPS/Storage Tank, Project Manager
- City of Prescott Zone 101, Project Manager
- Tunlil Pumping Station Replacement - Project Manager
- Tunlil Ph V Off-Site Sewer - Project Manager
- Civiltec - Various Potholing projects
- Town of Wickenburg - Sols Wash Rehab, Rick Austin - Project Manager
- AZ Water Company - Sedona Southwest Center Well #8 - Project Manager
- Granite Basin Engineering - Various potholing projects
- Lyon Engineering - Various Potholing projects
- City of Prescott Zone 101 Booster Pump Station - Project Manager
- Springerville 1 MG & .5 MG Tank Rehabilitation - Project Manager
- Stanton RV Campground Utility Phase 2 - Project Manager

**2010 – 2013 - Miller Pipeline Corporation, Indianapolis, IN**

### **Superintendent**

- Supervised all cured in place lining crews. Prepared and managed schedules for construction, provided daily tasks orders for all crews and conducted weekly safety meetings and daily huddles.

**2009 – 2010 - Dell Trac Construction, Stockton, CA - Project Manager/Estimator**

**2007 – 2009 - Exaro Technologies Corp, San Francisco, CA - Project Manager**

**2005 – 2007 - Michaels Pipe Services, Woodland, CA - Project Manager**

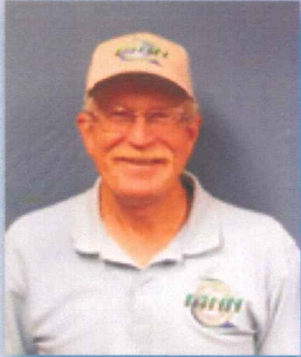
**1989 – 2005 - Miller Pipeline Corporation, Oakland, C**



# FANN ENVIRONMENTAL, LLC

## Mark McQueary

### Mechanical Superintendent



### Certifications

Certified Dust Control  
Coordinator

OSHA 30 Hour Construction  
Safety & Health Training

OSHA Competent Person  
Training and Trench Safety

First Aid and CPR

Structural Blue Print  
Reading, Pipe Design &  
Reading

Instrumentation Systems  
1,2, & 3

Instrumentation Fitting &  
Calibration

Fiberglass Field Fabrication

Fiberglass, Scaffold Training  
Course Safety Training

Construction Survival

### Education

Graduate of Cal Farley's  
Boys Ranch, Texas

### Summary of Experience

Mr. McQueary has over 31 years of experience in construction field, with a strong background in underground and above ground piping and installation. During his career, Mark has been responsible for field supervision, scheduling work, safety, material ordering, daily reporting, time card oversight, equipment needs, tracking and cost control.

As Fann Environmental's Mechanical Superintendent, Mark is responsible for the mechanical supervision of the project construction, tracking progress quantities, scheduling daily activities of crews, overseeing job costs, and monitoring safe construction practices. Mr. McQueary conducts daily safety meetings, oversees subcontractor's activities and deals with owner issues.

### Professional experience

**2013 – Present – Fann Environmental, LLC , Prescott, AZ**

#### Mechanical Superintendent

- City of Prescott Sundog WWRP LS
- AZ Water Zane Grey Well 3
- Tunlil Pumping Station Replacement
- Tunlil Ph V Off-Site Sewer
- City of Prescott Zone 101
- Kearny JOC
- AZ Water Gold Canyon
- AZ Water Pinetop Lakeside
- AZ Water Pinal Valley Well 29
- AZ Water Coolidge Wells 9 & 10
- AZ Water Moonridge BPS
- AZ Water Mission Royale
- AZ Water Southwest Center Well #8
- Parker Dam UV System
- Lake Havasu London Bridge
- Lake Havasu City Effluent Pump Station Improvements

**2008 – 2012 – McCarthy Builders – Mechanical Superintendent**

**2004 – 2008 – Hunter Contracting, Inc – Mechanical Superintendent**

**2004 – 2008 – Hunter Contracting, Inc – Mechanical Superintendent**

**2002 – 2003 – Felix Construction – Mechanical Foreman**

**2002 – 2001 – PCL Constructors – Mechanical Foreman**

**2000 – 2001 – CDME & C – General Foreman**



# FANN ENVIRONMENTAL, LLC

## **Robert Kinkade**

### *Mechanical Superintendent*



### **Certifications**

Competent Person  
Confined Space  
Construction Survival  
First Aid/CPR  
OSHA 10-Hr  
Forklift Training  
Non-Ionizing Radiation (Laser)  
Training  
CSA Drivers Class  
USDOT Training

### **Education**

High School Diploma  
Various company offered  
classes

### **Summary of Experience**

Mr. Kinkade has over 27 years of experience in the construction field working for small companies and owning and operating his own company for several years. Robert began working for Fann Environmental in 2009 and quickly earned the respect and admiration for all those he worked with. He is extremely knowledgeable in the mechanical workings of valves and other pipefittings. He is well adapted to moving quickly from one job to the next to assist wherever he is needed.

As Fann Environmental's newly appointed Mechanical Superintendent, Mr. Kinkade is responsible for the day to day operations of the projects, supervising the crews, managing the materials and equipment needed to complete the projects within the allotted time frame and budget. He is also responsible for daily project safety meetings, completing daily supervisory reports, signing off on all crew time sheets, and reporting any accidents to the main office.

### **Professional experience**

#### **2009 – Present - Fann Environmental, LLC, Prescott, Arizona**

##### **Underground Field Superintendent/Operator**

- AZ Water Co. Santiago Trail NRF/BPS/Storage Tank
- City of Page Headworks Demo and Reinstall
- City of Prescott Airport Well #3
- City of Prescott Rodeo Grounds Grandstand
- City of Prescott Sundog WWTP LS
- Kearny JOC
- Lake Havasu City Mulberry Effluent Basin Expansion
- Tunlil Pumping Station Replacement
- Page Utilities - Water Plant Replacement

#### **2005 – 2008 – JBT Contractors, LLC, Prescott, Arizona - Foreman**

- Commercial and Residential Development – Excavating and installing underground utilities. Supervised a crew of 4-6 men to ensure the work was done professionally according to the plans and specs. Operated backhoe, trackhoe and loader
- 1998 – 2005 – JMB Backhoe, Inc., Chino Valley, Arizona

#### **1998 - 2005 - JMB Backhoe, Inc., Chino Valley, Arizona - Owner/Operator**

- Met with customers to design jobs, applied for permits, and installed all underground utilities. Excavation of driveways, leveling property, house pad and grading. Installed septic systems, trenched for footers and Perc tests. Maintained and repaired equipment.

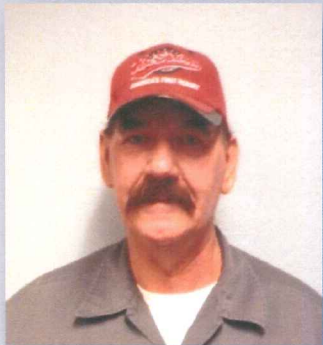
#### **1991 – 1998 – Jim McKown Backhoe and Hauling, Chino Valley, AZ - Foreman**



# FANN ENVIRONMENTAL, LLC

**William Russell**

*Underground Superintendent*



## **Certifications**

Confined Space Entry

Competent Person

HDPE Certified Hydraulic Butt  
Fusion Certified

Electrofusion Certified

## **Education**

High School Diploma

Various professional classes

## **Summary of Experience**

Mr. Russell has 30 years of underground utility installation and supervisory experience supervising up to 35 employees. He has managed projects in Utah, New Mexico, Texas and Arizona. He has planned operations, directed crews, worked with OSHA, Blue Stake and local and state regulators. Trained new operators on all types of heavy equipment.

As Fann Environmental's Underground Superintendent, Mr. Russell is responsible for the day to day operations of the projects, supervising the crews, managing the materials and equipment needed to complete the projects within the allotted time frame and budget. He is also responsible for daily project safety meetings, completing daily supervisory reports, signing off on all crew time sheets, and reporting any accidents to the main office.

Mr. Russell has a very well rounded career. He is highly skilled in the operation of many different types of construction equipment including graders, excavators, crane, forklift, loader, roller, water truck, 10-wheelers, backhoes, compactors and dozers. He is also skilled in carpentry, concrete finishing, traffic control, welding, pipe fitting, pipe laying, and has some mechanic experience.

## **Professional experience**

**2013 – Present - Fann Environmental, LLC, Prescott, Arizona**

**Underground Field Superintendent/Operator**

- AZ Water Company Santiago Trail NRF/BPS/Storage Tank
- City of Prescott Sundog WWTP LS
- Sedona WWRP Headworks Bar Screen Replacement
- City of Prescott Rodeo Grounds Grandstand
- Tunlil Pumping Station Replacement
- Tunlil Ph V Off-Site Sewer
- City of Prescott Airport Well #3 Equipping
- City of Prescott Zone 101 Booster Pump Station
- AZ Water Southwest Well #8 - Underground Superintendent
- NTUA Ganado Lift Station - Tunlil Ph V Off-Site Sewer
- NTUA Delcon - Underground Superintendent
- Prescott Creeks Whipple Street Basin
- Durham Road Waterline
- Stanton RV Campground Utility Phase 2

**2000 – 2013 - Shiya-Strephans, Wickenburg, AZ - Superintendent**

Supervised the underground pipeline installation for twelve years and a crew of approximately 25





**FANN Environmental, LLC**

3111 Clearwater Drive • Suite A • Prescott, AZ 86305 • Phone: 928-778-5335 • Fax: 928-778-5870 • License ROC-A-206365

**One Stop Environmental Solutions**

**CITY OF PAGE  
JOB ORDER CONTRACT FEE SCHEDULE**

**SERVICE**

Senior Project Manager	\$ 120/hr.
Project Manager	\$ 105/hr.
Senior Project Engineer	\$ 135/hr.
Project Process Engineer	\$ 125/hr.
Staff Process Engineer	\$ 115/hr.
Water-Wastewater Systems Specialist	\$ 105/hr.
Facilities Construction Specialist	\$ 105/hr.
HAZMAT Manager	\$ 110/hr.
Estimator/Cost Analysis Technician	\$ 90/hr.
CAD Designer	\$ 80/hr.
Grade 2 Water Treatment Operator/Distribution Operator	\$ 65/hr.
Grade 4 Water Treatment Operator/Distribution Operator	\$ 80/hr.
Grade 2 Wastewater Treatment Operator/Collection Operator	\$ 65/hr.
Grade 4 Wastewater Treatment Operator/Collection Operator	\$ 80/hr.
Superintendent	\$ 90/hr.
Foreman/Pipefitter	\$ 70/hr.
Equipment Operator	\$ 50/hr.
Laborer	\$ 40/hr.
Administrative/Clerical	\$ 40/hr.
Hydro-Vac, Operated	Call for Quote
Jet Rodder, Operated	Call for Quote
Sewer Camera Van, Operated	Call for Quote
Pick-up Truck	\$ 15/hr.

**PLOTS**

Bond	\$ 5.00/each
Vellum	\$ 10.00/each
Mylar	\$ 10.00/each
Color Plots/Bond	\$10.00/each

**REIMBURSABLE EXPENSES**

Mileage	\$ .60/mile
Equipment Mobilization	Cost + 15%
Postage	Cost + 10%
Copies	\$ .10/.25/Cost+10% (Letter/11X17/larger)
Out-of-Town Subsistence/Travel	Cost + 10%
Specialty Subcontractors	Cost + 15%

Work outside normal business hours will be charged at 1 ½ times hourly rate. Additional costs for federal/prevaling wage projects.

Payment is due upon receipt of monthly billings and invoices are delinquent thirty (30) days after date of invoice. Work in progress will be billed monthly for portions completed and upon job completion for final balance. If payments are not made in full prior to delinquency, the client agrees to pay interest on the unpaid amount at the rate of 1.5% per month from delinquency date. All payments received shall first be credited to payment of interest, and then to the principal balance.



**FANN Environmental, LLC**

3111 Clearwater Drive • Suite A • Prescott, AZ 86305 • Phone: 928-778-5335 • Fax: 928-778-5870 • License ROC-A-206365

**One Stop Environmental Solutions**

<b>EQUIPMENT</b>	<b>Rental Rate</b>	<b>Out of Town</b>
<b>BACKHOES/LOADERS</b>		
JD 210 Gannon	55.00	60.00
CAT 420 D	80.00	85.00
<b>COMPACTOR</b>		
Wacker	28.00	33.00
Rammax (Trench Compactor)	50.00	55.00
<b>SMALL TRUCKS</b>		
Pickup	15.00	15.00
<b>TRUCKS</b>		
10 wheel dump	70.00	75.00
Water Truck - 1,800 gal	50.00	55.00
<b>GENERATOR</b>		
CAT 3306 135KW	60.00	65.00
<b>AIR COMPRESSOR</b> (Operators not included)		
Ingersoll Rand 185	35.00	40.00

\* Other equipment available as needed

# COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (The “Agreement”) is made and entered into effective as of February 6, 2024 (the “Effective Date”), by and between the City of Cottonwood, Arizona, an Arizona municipal corporation (“City”), and Fann Environmental, LLC. (“Contractor”). The City and the Contractor are sometimes referred to in this Agreement collectively as the “Parties” and each individually as a “Party.”

## **RECITALS:**

The Parties wish to enter into an Agreement pursuant to the terms and conditions of that outside contract for Job Order Contracting Services for repairs and improvements to wastewater and water treatment plants and systems and all subsequent revisions, between the City of Page, dba Page Utility Enterprises (PUE) and the Contractor (the “Original Contract.”) Such action is authorized under A.R.S. §41-2632 and is pursuant to the terms of the City of Page contract dated April 11, 2019. All capitalized terms used without definition in this Agreement shall have the definitions ascribed to them in the Original Contract.

## **AGREEMENTS:**

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms of the Original Contract as follows:

1. Reaffirmation of Original Contract. The Original Contract shall remain in full force and effect, and all terms and conditions of the Original Contract are hereby incorporated by reference into this Agreement, creating an agreement identical in terms between the City and the Contractor. In the event of any conflict between this Agreement and the Original Contract, the terms of this Agreement shall prevail. In the Original Contract, the terms “Owner” shall be deemed to be and refer to the City, and the term “Contractor” shall be deemed to be and refer to Fann Environmental, LLC under this Agreement. The amount paid under this Agreement shall be an amount as per the rates as set forth in the fee schedule submitted by Fann Environmental, LLC in SOQ JOC 2019 facilitated by City of Page and Proposal #171513.

2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

3. Compliance with Federal and State Laws.

3.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and acknowledges that it must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees.”

3.2 Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Contractor or subcontractor to penalties up to and including termination of this Contract or any subcontract.



The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

3.3 This Agreement is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

4. The City may terminate this Agreement at any time for its convenience by written notice to Fann Environmental, LLC specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Fann Environmental, LLC, City shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments shall be due from City to Fann Environmental, LLC unless and until Fann Environmental, LLC has delivered to City any and all documentation required to be maintained by Fann Environmental, LLC or provided by Fann Environmental, LLC to City.

5. All warranties, representations and indemnifications by Fann Environmental, LLC shall survive the completion or termination of this Agreement.

6. The Contractor shall provide the Services described in Contract dated April 11, 2019. Unless expressly excluded, in writing, in the Agreement, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in the Scope of Services described in solicitation # SOQ JOC 2019 in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and standard of care for like professionals in the same geographic area.

7. Forced Labor of Ethnic Uyghurs. Contractor agrees and certifies that it does not currently, and for the duration of this Contract will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of this contract that it is not in compliance with this written certification, it shall notify the City within five business days after becoming aware of the noncompliance. If Contractor does not provide the City with a written certification that it has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract shall terminate, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date. Contractor also agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to any City decision or

action taken in reliance on this representation, including the payment of all costs and attorney fees incurred by the City in defending such decision or action.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date set forth above.

City of Cottonwood, an Arizona municipal corporation

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

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

Jesus R. Rodriguez, Deputy City Manager

Approved as to form:

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

William J. Sims III, Attorney, Sims Mackin, Ltd.

Fann Environmental, LLC

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

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

Its: \_\_\_\_\_

## JOB ORDER AGREEMENT FORM

**Project Name:** City of Cottonwood – Rebuild Two Aqua-Aerobic Sand Filters w/Skimmers

**Job Order Contract No.:** 1

**Project No.:** PUE – COC

THIS JOB ORDER is made and entered into on the 6<sup>th</sup> day of February, 2024, by and between the City of Cottonwood, an Arizona municipal corporation (“City”) and the “Contractor” designated below. This Job Order is entered into pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract. This Job Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.

City and Contractor agree as follows:

**CITY:** City of Cottonwood

**Project Manager:** Russell Freye

**Telephone:** 928-340-4000

**E-mail:** [rfrey@cottontwoodaz.gov](mailto:rfrey@cottontwoodaz.gov)

**CONTRACTOR:** Fann Environmental, LLC

**Address:** 6708 Corsair Ave., Suite A, Prescott, AZ 86301

**Arizona ROC No.:** 206365-A, 249529-B, 276357-K-11

**Contractor Representative:** Michael Young

**Telephone:** Office: 928-778-5335, Cell: 928-713-9265

**E-mail:** mikeyoung@fanneenvironmental.com

### PROJECT DESCRIPTION:

Rebuild of two (2) Aqua Aerobic 16’x30’ ABF sand filters with 8” skimmer on each, by Fann Environmental LLC at Mingus WWTP. The Sand Filter equipment is furnished by Aqua Aerobic Systems. The rebuild of the sand filters keeps the Mingus WWTP operating per the permit requirements.



Mingus WWTF, 1480 West Mingus Avenue, Cottonwood, Arizona

JOB ORDER DURATION: 300 (Calendar Days)

SUBSTANTIAL COMPLETION:    X APPLIES                      □ DOES NOT APPLY

ADDITIONAL GOVERNMENT PROVISIONS: ☐APPLIES AND IS ATTACHED  
☒ DOES NOT APPLY

“CITY”  
CITY OF COTTONWOOD

Date \_\_\_\_\_

Signature \_\_\_\_\_  
William J. Sims, III, Attorney, Sims Mackin, Ltd.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name	Title
------	-------

RESOLUTION NUMBER 3257

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AUTHORIZING A COOPERATIVE USE PURCHASING AGREEMENT FOR THE PURCHASE OF JOB ORDER CONTRACTING SERVICES FOR REPAIRS AND IMPROVEMENTS TO WASTEWATER AND WATER TREATMENT PLANTS AND SYSTEMS FROM FANN ENVIRONMENTAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS WELL AS JOB ORDER NUMBER ONE TO SUCH AGREEMENT IN AN AMOUNT NOT TO EXCEED \$451,649.00.

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

WHEREAS, the City of Cottonwood needs to procure job order contracting services for the Mingus Wastewater Treatment Plant; and

WHEREAS, the City's Procurement Policy requires formally sealed proposals or the use of a cooperative purchasing agreement for such expenditures; and

WHEREAS, the City purchasing staff have identified a contract between the City of Page, dba Page Utility Enterprises (PUE) and Fann Environmental, LLC for the purchase of such services; and

WHEREAS, Arizona law authorizes the City of Cottonwood to enter into a cooperative use purchasing agreement for the procurement of services from Fann Environmental, LLC pursuant to the terms and conditions of the City of Page contract; and

IT IS HEREBY RESOLVED authorizing the City of Cottonwood to enter into a cooperative use purchasing agreement with Fann Environmental, LLC for the procurement of job order contracting services for repairs and improvements to wastewater and water treatment plants and systems, as well as Job Order No. 1 to such agreement, in an amount not to exceed \$451,649.00.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 6TH DAY OF FEBRUARY, 2024.

---

Tim Elinski, Mayor

ATTEST:

---

Tami Mayes, City Clerk

APPROVED AS TO FORM:

---

William J. Sims, III, Attorney, Sims Mackin, Ltd.

City of Cottonwood, Arizona  
City Council Agenda Communication



 [Print](#)

Meeting Date:	February 6, 2024
Subject:	Series 006 (Bar) Liquor License Application submitted by Eric Sylvester Jurisin, agent for Bocce..
Department:	City Clerk
From:	Tami Mayes, City Clerk

#### REQUESTED ACTION

Approval of the Bar Liquor License Application (006) submitted by Eric Sylvester Jurisin agent for Bocce located at 1060 North Main Street, Cottonwood, AZ.

#### SUGGESTED MOTION

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

"I move to recommend approval of the Bar Liquor License Application (006) submitted by Eric Sylvester Jurisin, agent for Bocce located at 1060 North Main Street, Cottonwood, AZ."

#### BACKGROUND

A liquor license application was received from the State of Arizona Department of Liquor Licenses and Control for a Series 006 Bar liquor license for Eric Sylvester Jurisin, agent for Bocce located at 1060 North Main, Cottonwood, AZ. This application has been posted for 20 days and no comments for or against the application have been received.

#### JUSTIFICATION/BENEFITS/ISSUES

All applications for liquor licenses that are requested of the Arizona Department of Liquor Licenses & Control (ADLLC) for establishments located within the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

#### COST/FUNDING SOURCE



N/A

ATTACHMENTS:

File Name	Description	Type
2-6-24_Bocce_Bar.pdf	Bocce Bar Liquor License Application	Backup Material

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 01/03/2024 @ 02:37:14 PM

**Local Governing Body Report**

**LICENSE**

Number:	06130073	Type:	006 BAR
Name:	BOCCE		
State:	Pending		
Issue Date:		Expiration Date:	08/31/2024
Original Issue Date:	01/18/1934		
Location:	1060 N MAIN STREET COTTONWOOD, AZ 86326 USA		
Mailing Address:	1060 N MAIN STREET COTTONWOOD, AZ 86326 USA		
Phone:	(928)202-3597		
Alt. Phone:	(928)301-0168		
Email:	RYANJSTADELMAN@GMAIL.COM		

Currently, this license has pending applications.

**AGENT**

Name:	ERIC SYLVESTER JURISIN
Gender:	Male
Correspondence Address:	PO BOX 896 JEROME, AZ 86331 USA
Phone:	(928)301-0168
Alt. Phone:	
Email:	JEROMEPALACE@GMAIL.COM

**OWNER**

Name:	BOCCE COTTONWOOD LLC		
Contact Name:	ERIC SYLVESTER JURISIN		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L17987580	State of Incorporation:	AZ
Incorporation Date:	10/29/2012		
Correspondence Address:	1060 N MAIN STREET COTTONWOOD, AZ 86326 USA		
Phone:	(928)202-3597		
Alt. Phone:			
Email:	RYANJSTADELMAN@GMAIL.COM		

**Officers / Stockholders**

Name:  
RYAN JOSEPH STRADELMAN

Title:  
Mgr-Member

% Interest:  
100.00

### **BOCCE COTTONWOOD LLC - Mgr-Member**

Name: RYAN JOSEPH STRADELMAN  
Gender: Male  
Correspondence Address: 1060 N MAIN STREET  
COTTONWOOD, AZ 86326  
USA  
Phone: (928)300-1789  
Alt. Phone:  
Email: RYANJSTADELMAN@GMAIL.COM

### **APPLICATION INFORMATION**

Application Number: 267859  
Application Type: Acquisition of Control  
Created Date: 11/17/2023

### **QUESTIONS & ANSWERS**

#### **006 Bar**

- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  
No

City of Cottonwood, Arizona  
City Council Agenda Communication



 Print

Meeting Date:	February 6, 2024
Subject:	Series 012 (Restaurant) Liquor License Application submitted by Ryan Joseph Stadelman, agent for Pizzeria Bocce.
Department:	City Clerk
From:	Tami Mayes, City Clerk

### REQUESTED ACTION

Approval of the Restaurant Liquor License Application (012) submitted by Ryan Joseph Stadelman, agent for Pizzeria Bocce located at 1060 North Main Street, Cottonwood, AZ.

### SUGGESTED MOTION

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

"I move to recommend approval of the Restaurant Liquor License Application (012) submitted by Ryan Joseph Stadelman, agent for Pizzeria Bocce located at 1060 North Main Street, Cottonwood, AZ."

### BACKGROUND

A liquor license application was received from the State of Arizona Department of Liquor Licenses and Control for a Series 012 Restaurant liquor license for Ryan Joseph Stradelman, agent for Pizzeria Bocce located at 1060 North Main, Cottonwood, AZ. This application has been posted for 20 days and no comments for or against the application have been received.

### JUSTIFICATION/BENEFITS/ISSUES

All applications for liquor licenses that are requested of the Arizona Department of Liquor Licenses & Control (ADLLC) for establishments located within the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.



COST/FUNDING SOURCE

N/A

ATTACHMENTS:

File Name	Description	Type
2-6-24_Pizzeria_Bocce_Restaurant.pdf	Pizzeria Bocce Restaurant Liquor License Application	Backup Material

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 01/03/2024 @ 03:57:22 PM

Local Governing Body Report

**LICENSE**

Number:		Type:	012 RESTAURANT
Name:	PIZZERIA BOCCE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1060 N MAIN STREET COTTONWOOD, AZ 86326 USA		
Mailing Address:	1060 N MAIN STREET COTTONWOOD, AZ 86326 USA		
Phone:	(928)202-3597		
Alt. Phone:	(928)300-1789		
Email:	RYANJSTADELMAN@GMAIL.COM		

**AGENT**

Name:	RYAN JOSEPH STRADELMAN
Gender:	Male
Correspondence Address:	1060 N MAIN STREET COTTONWOOD, AZ 86326 USA
Phone:	(928)300-1789
Alt. Phone:	
Email:	RYANJSTADELMAN@GMAIL.COM

**OWNER**

Name:	BOCCE COTTONWOOD LLC		
Contact Name:	ERIC SYLVESTER JURISIN		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L17987580	State of Incorporation:	AZ
Incorporation Date:	10/29/2012		
Correspondence Address:	1060 N MAIN STREET COTTONWOOD, AZ 86326 USA		
Phone:	(928)202-3597		
Alt. Phone:			
Email:	RYANJSTADELMAN@GMAIL.COM		

Officers / Stockholders

Name:  
RYAN JOSEPH STRADELMAN

Title:  
Mgr-Member

% Interest:  
100.00

**BOCCE COTTONWOOD LLC - Mgr-Member**

Name: RYAN JOSEPH STRADELMAN  
Gender: Male  
Correspondence Address: 1060 N MAIN STREET  
COTTONWOOD, AZ 86326  
USA  
Phone: (928)300-1789  
Alt. Phone:  
Email: RYANJSTADELMAN@GMAIL.COM

## APPLICATION INFORMATION

Application Number: 268181  
Application Type: New Application  
Created Date: 11/21/2023

## QUESTIONS & ANSWERS

### 012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?  
No
- 2) Are you one of the following? Please indicate below.  
Property Tenant  
Subtenant  
Property Owner  
Property Purchaser  
Property Management Company  
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?  
Yes  
What is the penalty?  
STILL OWE LEASE TERM
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 5) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
JURISIN FAMILY TRUST P.O. BOX 896 JEROME, AZ 86331 \$4,400,000.00
- 6) Are there walk-up or drive-through windows on the premises?  
No
- 7) Does the establishment have a patio?  
Yes  
Is the patio contiguous or non-contiguous (within 30 feet)?  
CONTIGUOUS PATIO
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No
- 9) What type of business will this license be used for?  
RESTAURANT



City of Cottonwood, Arizona  
City Council Agenda Communication



 [Print](#)

Meeting Date:	February 6, 2024
Subject:	Resolution Number 3258--Request to vacate a 1,501 square foot portion of a public right-of-way of Pima Street
Department:	Community Development
From:	Gary Davis, Senior Planner

### REQUESTED ACTION

Consideration of a request to abandon a 1,501 square foot portion of the W. Pima Street right-of-way.

### SUGGESTED MOTION

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

"I move to approve Resolution Number 3258, vacating a 1,501 square foot portion of that public right-of-way of Pima Street in Willard Addition fronting property owned by the Jose Manuel Revocable Trust dated April 6, 2022, and authorizing the Mayor to execute a quit claim deed and to take all further actions necessary to carry out this resolution."

### BACKGROUND

The applicant owns a house at the northwest corner of the Prickly Pear Street and Pima Street intersection. No physical street has been constructed in the Pima Street right-of-way in this location (Pima Street was named "Ellitson Avenue" in the original 1917 Willard Addition subdivision). The applicant's house, built many decades ago, partially encroaches into the Pima Street right-of-way. The City of Cottonwood Public Works and Utilities Departments have confirmed that the proposed abandonment area is not needed by the City, and all utility companies have forwarded letters saying they do not need the abandonment area. The applicant has had the abandonment area appraised at value of \$9,000.

### JUSTIFICATION/BENEFITS/ISSUES

The proposed abandonment area is not needed by the City or utility companies, and the

applicant is willing to compensate the City in the amount of \$9,000 for the value of the land.

COST/FUNDING SOURCE

This resolution will result in the City receiving \$9,000 for surplus land.

ATTACHMENTS:

File Name	Description	Type
2-6-24_OC-Deed-w-Exh-A-2_(2).pdf	Quit Claim Deed	Backup Material
Res3258-ROW-abandonment-2_updated_2.1.24.pdf	Resolution Number 3258	Resolution

**QUIT CLAIM DEED OF ABANDONMENT**

Exempt: A.R.S. § 11-1134 (A) (3)

Pursuant to Arizona Revised Statutes sections 9-240 (B)(3)(e) and 28-7205, THE CITY OF COTTONWOOD, an Arizona municipal corporation, hereby quit claims in favor of THE JOSÉ MANUEL REVOCABLE TRUST DATED APRIL 6, 2022 the following described real property situated in Yavapai County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED AS EXHIBIT A  
TO THIS QUIT CLAIM DEED OF ABANDONMENT AND  
INCORPORATED HERE BY THIS REFERENCE

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF COTTONWOOD, an Arizona municipal  
corporation

By:

\_\_\_\_\_  
Tim Elinski, Mayor\*

STATE OF ARIZONA )

ss

County of Yavapai )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Tim Elinski, Mayor of THE CITY OF COTTONWOOD, an Arizona Municipal Corporation, on its behalf.

(Seal)

\_\_\_\_\_  
Notary Public

\* Authorized by City of Cottonwood Resolution Number \_\_\_\_\_, adopted on \_\_\_\_\_, 2024



Date: March 14, 2023  
Job No.: 2022-45-Ontiveros

P.O. Box 2701  
Cottonwood, AZ 86326  
(928) 239-9525 voice  
martine@commsneed.net

## Legal Description

### Abandonment Area

A portion of West Pima Street adjacent to Lot 1, Block 18, of Willard Addition recorded in Book 2 of Maps & Plats, Page 42, Yavapai County Recorder's Office, Yavapai County (hereinafter referred to as record) situated in the Southeast  $\frac{1}{4}$ , Section 28, Township 16 North, Range 3 East of the Gila and Salt River Meridian, Yavapai County, Arizona and more particularly described as follows:

**Commencing** at a found bolt in pavement at the Southeast Corner of said Section 28, thence N  $85^{\circ}49'07''$  W for a distance of 1011.43 feet to a  $\frac{1}{2}$ " rebar with cap stamped "LS 32224" at the Southeast corner of Lot 1 Block 18 Willard Addition recorded in Book 2 of Maps & Plats, Page 42, Yavapai County Recorder's Office, Yavapai County and **THE TRUE POINT OF BEGINNING;**

Thence N  $87^{\circ}41'18''$  W (measured and record and the basis of bearings for this description) along the South line of said Lot 1, Block 18 for a distance of 100.06 feet (record 100.00' per said Plat of Willard Addition) to the Southwest corner of said Lot 1, Block 18 and a  $\frac{1}{2}$ " rebar with cap stamped "LS 32224";

Thence S  $02^{\circ}18'42''$  E for a distance of 15.00 feet to a set  $\frac{1}{2}$ " rebar with cap stamped "LS 33873";

Thence S  $87^{\circ}41'18''$  E for a distance of 100.06 feet to a set  $\frac{1}{2}$ " rebar with cap stamped "LS 33873";

Thence N  $02^{\circ}18'42''$  E for a distance of 15.00 feet to **THE TRUE POINT OF BEGINNING.**

Area contains 0.0345 Acres more or less





RECORD OF ABANDONMENT  
OF A PORTION OF WEST PIMA STREET IN  
WILLARD ADDITION RECORDED IN BOOK 2 OF  
MAPS & PLATS PAGE 42, YCR LOCATED IN  
THE SOUTHEAST 1/4, SECTION 28, T16N, R3E,  
G&SRM,  
YAVAPAI COUNTY, ARIZONA  
ADJACENT TO APN 406-22-149

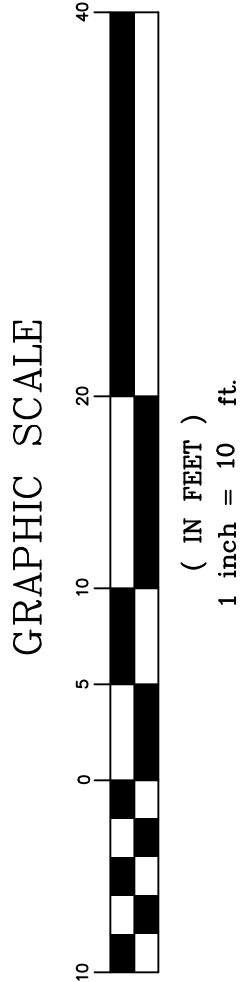
- \*\*\* RECORD LEGEND \*\*\***  
YCR – YAVAPAI COUNTY RECORDER’S OFFICE  
M.&P. – MAPS AND PLATS  
L.S. – LAND SURVEYS  
O.R. – OFFICIAL RECORDS  
( ) – DOCUMENT RECORDED IN BOOK 2, M.&P., PAGE 42, YCR  
[ ] – DOCUMENT RECORDED IN BOOK 139, L.S., PAGE 21, YCR

- \*\*\* SYMBOL LEGEND \*\*\***  
⊕ – FOUND 1/2” REBAR W/PLASTIC CAP OR TAG STAMPED “LS 32224”  
● – SET 1/2” REBAR W/PLASTIC CAP STAMPED “LS 33873”


- \*\*\* NOTES \*\*\***  
1. Slanted dimensions indicate record dimensions per Plat recorded in Book 2 of Maps & Plats, Page 42 Yavapai County Recorder’s Office.  
2. This Map does not purport to verify ownership or identify Easements or other Encumbrances affecting any of the property shown.  
3. Owner/Grantee of Record for Adjacent property per document recorded in Document No. 2022-0022440 & Document No. 2022-0022439 per Yavapai County on 03/13/2023; Jose M. Ontiveros. Assessor’s Parcel Numbers per Yavapai County on 03/13/2023 are: 406-22-149 & 406-22-150.  
4. Owner/Grantee of Record for West Pima Street is the City of Cottonwood per Book 2 of Maps & Plats, Page 42, Yavapai County Recorder’s Office.

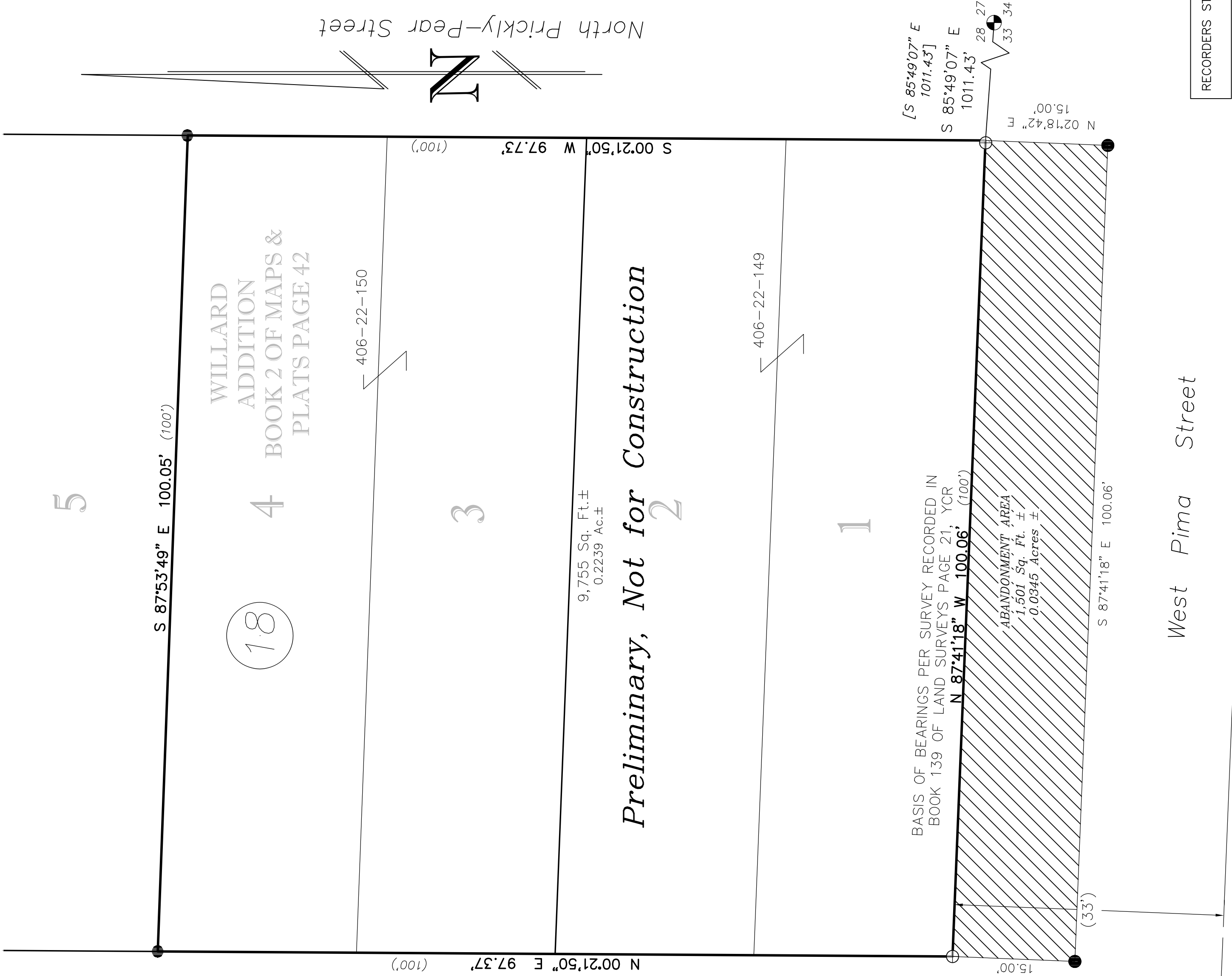
This Plat was prepared for the benefit of a specific user and for a specific purpose pursuant to an agreement with the Client and as such, may be misleading as to purpose by others. Therefore, use by others is prohibited without the express written consent of the undersigned and no liability will be accepted by the undersigned for its use by others. This document should only be reproduced in total to maintain the integrity of the intended purpose.

This Plat was prepared from the field notes of actual surveys made under my direct supervision during the month of March, 2023, and is True and Correct to the best of my knowledge and belief.



ETCHEVERRY LAND SURVEYING  
P.O. Box 2701 Cottonwood, Az. 86326  
(928) 239-9525

RECORD OF SURVEY  LOCATION: <i>West Pima Street Cottonwood Yavapai County, Arizona</i>	DRAWN BY: M.T.E.		CHECKED BY: M.T.E.
	SCALE: 1 INCH = 10 FEET		
	DATE: March 16, 2023		
	JOB No.: 2022-45-ONTIVEROS		
Located in SE 1/4 of Section 28, T16N, R3E, G&SRM			
			SHEET: 1 of 1 



## RESOLUTION NUMBER 3258

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, VACATING A PORTION OF THAT PUBLIC RIGHT-OF-WAY OF PIMA STREET IN WILLARD ADDITION FRONTING PROPERTY OWNED BY THE JOSÉ MANUEL REVOCABLE TRUST DATED APRIL 6, 2022; AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED; AND AUTHORIZING THE DEPUTY CITY MANAGER AND STAFF TO TAKE ALL FURTHER ACTIONS NECESSARY TO CARRY OUT THIS RESOLUTION.

WHEREAS the City of Cottonwood has received a request from José Ontiveros, Trustee of THE JOSÉ MANUEL REVOCABLE TRUST DATED APRIL 6, 2022, the owner of property located at 204 and 914 North Prickly Pear Street, Cottonwood Arizona (APNs 406-22-149 and -150), to abandon a portion of the Pima Street right-of-way fronting its property as more particularly described and depicted in Exhibit A attached to and incorporated by this reference in this Resolution (the “Abandonment Area”); and

WHEREAS the Pima Street right-of-way was dedicated to the public as “Ellitson Avenue” by the subdivision plat of Willard Addition, recorded in the office of the Recorder of Yavapai County, Arizona, on October 1, 1917, at Book 2 of Maps and Plats, Page 42; and

WHEREAS the Abandonment Area is not being used for public roadway or utility purposes; and

WHEREAS City staff has reviewed the abandonment request and determined that the City's interests will not be affected by vacating the Abandonment Area; and

WHEREAS the City of Cottonwood is authorized by A.R.S. §§ 9-240 (B)(3)(e) and 28-7205 to vacate and abandon City roadways; and

WHEREAS an independent fee appraisal of the Abandonment Area prepared and paid for by the applicant has been submitted to the City, determining that the fair market value of the Abandonment Area is Nine Thousand Dollars (\$9,000), which amount has been tendered to the City by the owner; and

WHEREAS, with the acceptance of the Nine Thousand Dollars (\$9,000) tendered to the City by the applicant, the City Council finds that the City will receive appropriate consideration for the Abandonment Area for purposes of A.R.S. § 28-7208; and

WHEREAS the City Council finds that this resolution is in the best interests of the City and its citizens.

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

SECTION 1. The City of Cottonwood hereby vacates and abandons the Abandonment Area, being that portion of the Pima Street right-of-way more particularly described and depicted in Exhibit A attached to and incorporated by this reference in this Resolution.

SECTION 2. The Mayor is hereby authorized to execute a quit-claim deed of abandonment in favor of the owner of land adjacent to the Abandonment Area in the form of Exhibit B attached to and incorporated within this Resolution by this reference, evidencing the transfer of title to the Abandonment Area in accordance with the requirements of and as prescribed by A.R.S. §§ 9-240 (B)(3)(e) and 28-7205.

SECTION 3. The Deputy City Manager and City staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out this resolution.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 6<sup>TH</sup> DAY OF FEBRUARY, 2024.

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Tim Elinski, Mayor

ATTEST:

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Tami Mayes, City Clerk

APPROVED AS TO FORM:

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William J. Sims, III, Attorney, Sims Mackin, Ltd.

City of Cottonwood, Arizona  
City Council Agenda Communication



 [Print](#)

Meeting Date:	February 6, 2024
Subject:	Discussion and Direction to Staff Regarding Filling the City Manager Position
Department:	HR
From:	Amanda Wilber, Human Resources Director

**REQUESTED ACTION**

Please discuss and give staff direction on how Council would like to proceed with filling the City Manager position.

**SUGGESTED MOTION**

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

Option 1: "I move to approve entering into an agreement with Interim Public Management to assist the City in filling the Interim City Manager position".

Option 2: "I move to approve entering into an agreement with GovHR to assist the City in filling the Interim City Manager position."

Option 3: "I move to approve entering into an agreement with WBCP to assist the City in filling the Interim City Manager position."

Option 4: "I move to approve entering into an agreement with Ralph Andersen to assist the City in filling the Interim City Manager position."

Option 5: No motion, but consensus in moving in a new direction

**BACKGROUND**

The City has been operating without a City Manager since January 9, 2024. Per City Code, Council has the authority to appoint an Acting City Manager and is the body to give staff direction on how to move forward in how to temporarily and/or permanently



fill the City Manager position. As executive level recruitments take a significant amount of time, it is recommended an Interim City Manager is appointed until such time a new City Manager is selected.

Council has several options to consider moving forward for both an interim solution and recruitment options for filling the permanent position. Although Council may also be considering potentially a short-term interim solution in the way of selecting a staff member to fill the interim role, Council may also elect to utilize a third-party firm to hire an interim manager. This could be a viable option for a long-term temporary solution as the Council works its way through a recruitment process to find its permanent hire into the position.

If Council desires an interim manager through an outside firm, there are multiple options available. Interim Public Management, GovHR, WBCP, and Ralph Andersen would have the ability to help with this process and offer interim placement services. While Ralph Andersen can help with Interim Services some, it is not their primary focus. Interim Public Management, WBCP, and GovHR are in the specific business of interim services and are available through cooperative purchasing, meaning we could piggyback on a contract through another entity that has already gone through a competitive procurement process, which is in compliance with our procurement process. The City has used Interim Public Management previously to hire an Engineer (PE) while searching for a permanent solution and has not used GovHR or WBCP services.

Council will also need to determine what process they would like to use to fill the permanent City Manager position. The two main options available would be for the recruitment process to be completed by either staff or a professional recruitment firm. Although staff is capable of leading the recruitment, the benefit of a professional recruitment firm lies in their network of candidates and their expertise in this particular type of position. Professional firms also tend to have a more intense background screening process than what the City currently has access to. A background process, however, could be separately contracted out if the direction was to handle the recruitment process internally.

Council should also consider the timeline they are interested in pursuing for this process.

#### JUSTIFICATION/BENEFITS/ISSUES

Direction on any potential interim services and future recruitment will help Council and staff have a clear direction to follow in filling this position and keeping the City moving forward.

#### COST/FUNDING SOURCE

All solutions would be funded through a combination of salary savings and undesignated reserves. Although interim services can be costly, the actual cost will depend on the selected candidate and negotiated once selected.

If directed to use a recruitment firm for a permanent solution, proposals will include cost estimates and will be factored into the decision made at the future agenda item regarding this item.

ATTACHMENTS:

File Name	Description	Type
IPM Retainer - _City_of_Cottonwood- _Interim_City_Manager_1.24.24.docx	IPM	Backup Material
GovHR - Cottonwood_AZ - _Temp_CM_(1-2024).pdf	GovHR	Backup Material
WBCP.pdf	WBCP	Backup Material



Interim Public Management, LLC

17871 E. Paria Canyon Drive

Scottsdale, AZ 85263

480.577.0949

Tim@IPMAZ.com

January 24, 2024

Amanda Wilber  
Human Resources Director  
821 N. Main Street  
Cottonwood, Arizona 86326

Via electronic mail only: [awilber@cottonwoodaz.gov](mailto:awilber@cottonwoodaz.gov)

Dear Amanda,

Thank you for reaching out to us. Interim Public Management (IPM) is happy to be able to provide services to City of Cottonwood. By retaining IPM under the terms of this letter to search for an Interim City Manager, the City will receive the following services:

- Up to three confidential interim resumes provided by no later than 15 business days from the date of the signature of this letter in order to meet your preferred start date.
- Access to over 250 pre-qualified and vetted interim managers, department directors and Associates, all under confidentiality agreements; and
- Handling of all call-ins and external referrals of potential interims (which eliminates City staff time and allows for a coordinated effort, background searches and vets potential candidates) and related contract administration.

IPM's retainer fee for the above services is \$1,900 payable by the City on net 10-day payment terms, which will be credited to the City should you choose an IPM Associate for interim services. For a period of 30 days after signing this letter and returning it to IPM, you agree that the City will use IPM exclusively for this search.

If the City wishes to retain IPM under these terms, please sign this letter below and email it to me by Tuesday, February 13, 2024. After that date, these terms will expire due to the time sensitive nature of the search. Although you are under no obligation to select any IPM Associates provided to you for interviews, a contracted interim search ensures a coordinated effort, reduces the City's staff time, and increases the quality and speed of your interim interview process.

January 24, 2024

Page 2

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IPM appreciates the opportunity to once again serve City of Cottonwood as we have served many other nearby public entities such as Camp Verde, Flagstaff and Coconino County.

Kindest regards,

Timothy G. Pickering,  
President and CEO

**The City of Cottonwood agrees with the above understanding.**

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

**Tim Elinski, Mayor**

Date \_\_\_\_\_





January 31, 2024

**Via Email – [awilber@cottonwoodaz.gov](mailto:awilber@cottonwoodaz.gov)**

Amanda Wilber  
Human Resources Director/Risk Manager  
City of Cottonwood, Arizona

Dear Ms. Wilber:

Thank you for the opportunity to respond to your request for information on how GovHR/GovTemps can assist the City with filling the position of Interim City Manager.

### **GovHR/GovTemps - MGT Consulting**

GovHR/GovTemps focuses on providing human resources and management consulting services to local governments across the country. We are a division of MGT of America Consulting, LLC based in Tampa, Florida. The senior staff at GovHR/GovTemps have many years of experience working in local government. More information about GovHR/GovTemps is available at [govhrusa.com](http://govhrusa.com).

The interim staffing line of service, GovTemps, provides short, long-term, and project-based staffing solutions exclusively to local governments. GovTemps has assisted more than 250 local governments in 23 states with filling over 650 different positions. Attached is our GovTemps information flyer which provides details on our services and process.

### **Cost of Services and Employee Lease Agreement**

The anticipated hourly bill rate for an interim City Manager is between \$112-\$147 for all services and work performed. The exact rate will depend on the candidate. Embedded in the rate are all payroll expense obligations, unemployment, workers' compensation, and professional liability insurance coverage. GovTemps assumes all expenses associated with employee benefits. The selected candidate will likely need assistance with travel and lodging expenses from the City.

The GovTemps employee lease agreement is attached. Details on the particular assignment will appear in Exhibit A.

### **Point of Contact and Next Steps**

I will serve as the City's primary point of contact on this process. Executive Vice President Mary Jacobs, who is based in Arizona, will serve as a resource to assist with vetting and sourcing potential candidates.

630 Dundee Road, Suite 225, Northbrook, IL 60062  
847.380.3240 | [GovHRusa.com](http://GovHRusa.com)



We are very excited about the prospect of partnering with the City of Cottonwood on this important position. Please let me know if you have any follow-up questions. I can be reached directly at 847-652-1310 or [mearl@govhrusa.com](mailto:mearl@govhrusa.com).

Sincerely,

Michael J. Earl  
Senior Vice President  
GovHR USA / GovTemps USA

Attachments:

- GovTemps Information Flyer
- Employee Leasing Agreement
- Consultant Biographies

Copy to: Mary Jacobs, Executive Vice President



# GovTemps USA

## Staffing Solutions for Local Governments

GovTemps USA is the interim staffing division of GovHR USA. It was formed in 2011 by Joellen Cademartori and Heidi Voorhees, who have both had distinguished careers in local government management. They identified the need for a firm that specialized in providing short, long-term, and project-based staffing solutions for local governments.

### Our Clients

GovTemps has assisted numerous municipalities and counties as well as other local governments such as community colleges, park and school districts, townships, special government districts and intergovernmental agencies.

### Positions Filled

GovTemps has placed employees in a wide range of positions including: Accountants, Administrative Assistants, Administrators/Managers, Building Officials/Plan Review Officers, Clerks, Community Development/Economic Development Directors, Engineers, Finance Directors/ CFO's, Fire Chiefs, HR Professionals, IT Technicians, Parks and Recreation Directors, Planners, Police Chiefs, Public Works Directors/Superintendents, and more.

### Why Employees Choose GovTemps

Employees choose GovTemps because of its reputation as a leader in providing temporary staffing assignments for local governments. Placement terms are flexible, typically lasting 3-5 months with a work week that can range anywhere from 10 to 40 hours/week, and many more clients are embracing a remote work option.

GovTemps offers employee benefits that include optional health insurance and a matching contribution towards an IRA for eligible employees. Many employees have been hired on permanently by the client in a temp-to-hire arrangement and more still are working in a long-term contractual capacity.

GovTemps carries professional liability coverage for all its employees. Employees who otherwise might consider working as 1099 independent contractor have opted to work for GovTemps and avoid paying for costly insurance.

### Why Local Governments Choose GovTemps

#### Availability of Talented and Skilled Candidates

Leveraging its connection to GovHR, the GovTemps candidate network includes professionals in transition as well as retirees seeking temporary assignments. GovTemps actively recruits candidates through social media, attendance at association conferences and its connections in the field. GovTemps maintains a robust candidate library.

**Cost Savings** - By partnering with GovTemps, local governments avoid the costs of employee benefits and candidate recruitment. GovTemps is responsible for employee payroll withholdings and carries workers' compensation, unemployment insurance and professional liability insurance on all its employees.

**Flexible Work Schedule** - GovTemps recognizes that local governments often do not need to fill a position on a 40 hour/week basis. Accordingly, GovTemps employees embrace flexible work schedules.

#### Creative Staffing Solutions

- ✓ Temp-to-Hire - Prefer to "test drive" the relationship with a candidate for a few months before deciding to make an offer? GovTemps can solicit, vet and present candidates under a temp-to-hire scenario.
- ✓ Out-Sourcing - Do you have a position that you will only need filled for a few months or a couple of years and would rather avoid hiring the person directly? GovTemps can take the lead and find you the right candidate.

### Selection Process

Upon notification from an agency that needs to fill a short, long-term, or project-based position, GovTemps will discuss the position requirements with potential candidate(s) and present those that are best suited. The client will decide if they desire to interview any or all of the presented candidates. If a suitable candidate is not immediately available, GovTemps will actively recruit candidates. Once a candidate has been identified and the billing rate is determined, GovTemps and the jurisdiction will enter into an employee leasing agreement.

To discuss your temporary staffing needs, contact  
**Senior Vice President**  
**Mike Earl at 224-261-8366 or**  
**mearl@govhrusa.com**



# MICHAEL J. EARL



Michael J. Earl is a Senior Vice President responsible for GovTemps USA, a division of GovHR USA, focusing on temporary staffing for local governments nationwide. Mr. Earl's experience as a local government manager and his extensive knowledge of local government operations has positioned him to be uniquely qualified to lead this growing practice. Mr. Earl also assists with recruitments, assessments centers and other special projects.

Mr. Earl has over 30 years of local government management experience working in five suburban communities in the Chicago metropolitan area. He spent most of his career with the Village of Wilmette where he served for 18 years first as Assistant Village Manager and then as its Village Manager from 2000-2008. Mr. Earl also worked as the Director of Human Resources in the City of Des Plaines, an organization of over 325 employees with six employee unions, and as the Director of Community Services for the Village of Lake Zurich where he was responsible for the operations of Public Works and Building, Zoning and Planning.

Mr. Earl has a passion for continuous improvement in local government. Some of Mr. Earl's most notable accomplishments include: pursuing and implementing cost saving efficiencies through collaboration with other government agencies and vendors including a partnership agreement with Lake County, Illinois to provide plan review and inspection services resulting in an annual savings of over \$100,000 (Lake Zurich); organizational training with a focus on customer service and employee and leadership development; personnel policy development and implementation; employee relations including negotiating several collective bargaining agreements; and working with local community groups on community building initiatives.

Throughout his career, Mr. Earl has served in a number of leadership positions with various intergovernmental agencies and special purpose entities including service as President of Northeastern Illinois Public Safety Training Academy (NIPSTA), Chair of the Municipal Insurance Cooperative Agency (MICA), and Chair of the Strategic Plan Committee for the Intergovernmental Personnel Benefit Cooperative (IPBC). Mr. Earl is a Past President of the Illinois Association of the Metropolitan Managers and the Illinois Association of Municipal Management Assistants.

## PROFESSIONAL EDUCATION

- Master of Public Administration, Northern Illinois University
- Bachelor of Science - Political Science, Northern Illinois University
- Leadership and Motivational Training – Menninger Leadership Center
- Trained Mediator – Center for Conflict Resolution
- ICMA Credentialed Manager, 2004-2010
- Human Resources Certification Institute (SPHR), 2010-2013
- Society for Human Resource Management (SHRM-SCP), 2015-2019

## PROFESSIONAL DEVELOPMENT & SPEAKING ENGAGEMENTS

- Alternative Staffing Models-Does it Make Sense In Your Organization? (IML Annual Conference, 2017 - IGFOA Conference, 2018 - IAPD/IPRA Conference, 2019)
- Best Practices in Succession Planning (IAPD/IPRA Conference, 2020, IGFOA Downstate Chapter, 2017)
- Employee Discipline & Workplace Investigations: Sound Practices, Good Tips, and Effective Outcomes - WCMA Conference, 2020

## MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association
- Illinois City/County Management Association
- Society for Human Resource Management
- Northern Illinois University, Department of Public Administration Board of Advisors, 2019—Current
- Oakton Community College, ESL Volunteer Tutor, 2020

## PROFESSIONAL BACKGROUND

*Over 31 years of experience as a local government management professional*

- |   |           |
|---|-----------|
| • Director of Community Services, Lake Zurich, IL | 2013-2016 |
| • Director of Human Resources, Des Plaines, IL    | 2009-2013 |
| • Village Manager, Wilmette, IL                   | 2000-2008 |
| • Assistant Village Manager, Wilmette, IL         | 1990-2000 |
| • Assistant to the City Manager, Wheaton, IL      | 1986-1990 |
| • Administrative Intern, Palatine, IL             | 1984-1986 |







# MARY JACOBS



Mary Jacobs is the Executive Vice President of Consulting Services for GovHR USA, and has held leadership positions over the past 30 plus years within the local government, including 28 years at either a city manager or assistant city manager level.

Mary Jacobs' extensive leadership experience at the state and national level with the International City/County Management Association, the Arizona City/County Management Association, and as a representative of the National League of Cities on a federal advisory committee has cemented a strong network of professionals across the U.S. and internationally. Mary's work and passion for supporting women and young people in the profession has further contributed to her reputation as a highly respected executive among her peers.

Mary served as the Town Manager for Oro Valley, Arizona from 2017-2022, a full-service community of nearly 50,000 residents in the Tucson metropolitan area. Among other accomplishments, she led the development of the Town's first comprehensive economic development strategy; negotiated an agreement that led to the Town's long-desired and lucrative annexation of a second resort property; and implemented policies that ensured the Town boasted its strongest financials in two decades. In addition, Mary brought a culture of process improvement, innovation and employee engagement to the organization that contributed to more than 40 employees obtaining "Green Belt" certification in the international LEAN management framework and resulted in substantial cost savings across all departments annually.

Mary also served as the Assistant City Manager for Sierra Vista, Arizona for 17 years, a similar sized community that is home to the largest military installation in the state. She introduced and oversaw a successful on-going comprehensive strategic planning process with the elected officials and senior management. Mary led the development and negotiation of several military partnerships with Fort Huachuca for the provision of municipal services on the Army fort. She also championed the development of a community-based economic development strategy and led the implementation of the Town's first economic development division. Mary also has experience in Massachusetts where she served as Barnstable's Assistant Town Manager for six years.

Mary is a trained facilitator, excellent communicator and is skilled at leading both government and non-profit organizations in developing short and long-term strategic plans, organizational strategies, and financial and capital plans. During Mary's career, she has also recruited dozens of highly skilled management professionals in local government.

## PROFESSIONAL EDUCATION, TRAINING & INSTRUCTION

- Master's Degree in Public Administration, University of Arizona
- Bachelor of Arts in Political Science, University of Arizona
- Senior Executive Program for State and Local Government, Harvard University, Kennedy School of Government
- Presenter, various conference and training sessions for ICMA, ACMA, Arizona League of Cities and Towns, Arizona Women Leading Government, Arizona Association of Economic Developers, Rotary Clubs and Chambers of Commerce
- Regular guest lecturer at University of Arizona MPA classes

## PROFESSIONAL BACKGROUND

### *Over 30 Years of Local Government Leadership & Management Experience*

- Town Manager, Town of Oro Valley, AZ 2017-2022
- Assistant City Manager, City of Sierra Vista, AZ 2000-2017
- Assistant Town Manager, Town of Barnstable, MA 1994-2000
- Administrative Support Manager, Maricopa County Manager's Office AZ, 1991-1993
- Management Analyst, Maricopa County Office of Organizational Development, AZ 1989-1991

## MEMBERSHIPS AND AFFILIATIONS

- International City/County Management Association (ICMA), Current Member and Past Regional Vice President/Board Member and Chair of Board's Membership Committee. Also served as an ICMA coach/mentor, and Member of the Government Affairs Policy Committee, Task Force on Women in the Profession and Conference Planning Committee.
- Arizona City/County Management Association (ACMA), Past President and Board Member, ACMA coach/mentor
- Arizona Women Leading Government, Past Founding Board Member
- Arizona Municipal Risk Retention Pool (AMRRP), Past Board Member (elected by membership)
- Campus Research Corporation, Current Chair and Board Member. Non-profit arm of the Arizona Board of Regents responsible for oversight of property owned and leased for the University of Arizona (UA) Tech Parks and UA Center for Innovation
- Wildland Fire Executive Council, Member. Appointed by the U.S. Secretaries of Interior and Agriculture to serve as the National League of Cities' representative on this federal advisory committee.
- Court Appointed Special Advocate (CASA)





## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made by **GOVTEMPSUSA a division of MGT of AMERICA CONSULTING, LLC** ("GovTemps"), and the \_\_\_\_\_ (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Assigned Employee.** The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

**Section 2.01. Payment of Wages.** GovTemps will, to the extent applicable and/or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal,

state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

**Section 2.03. Employee Benefits.** GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemps.** GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

**Section 2.07. Obligations of the Client.** Pursuant to this Agreement the Client covenants, agrees and acknowledges:

- (a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

### **SECTION 3 FEES PAYABLE TO GOVTEMPS**

**Section 3.01. Fees.** The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits

payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

**Section 3.02. Payment Method.** Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

## **SECTION 4 INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

**Section 4.02. Certificate of Insurance.** Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Term and Effective Date.** The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining

provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement to execute Temp-to Hire Option.** At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned Employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

**Section 6.02. Injunctive Relief.** The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

**Section 6.03. Survival.** The provisions of Section 6 survive the expiration or termination of this Agreement.



## **SECTION 7**

### **DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Client.** The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

**Section 7.03. Indemnification Procedures.** The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of Section 7 survive the expiration or termination of this Agreement.

## **SECTION 8 MISCELLANEOUS PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

**Section 8.02. Binding Effect.** This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

**Section 8.04. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.05. Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

**Section 8.06. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

**Section 8.07. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 8.08. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.09. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.10. Confidentiality.** Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.12. Force Majeure.** GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

## **SECTION 9 DISPUTE RESOLUTION**

**Section 9.01. Good Faith Attempt to Settle.** The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

**Section 9.02. Governing Law/Jurisdiction.** If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

**Section 9.03. Attorneys' Fees.** The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

## **SECTION 10 NOTICES**

**Section 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC  
630 Dundee Road Suite 225  
Northbrook, Illinois 60062  
Attention: Michael J. Earl  
Telephone: 224-261-8366  
Electronic Mail: mearl@govhrusa.com

If to the Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Electronic Mail: \_\_\_\_\_

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

**GOVTEMPSUSA, A division of MGT of  
AMERICA CONSULTING, LLC**

By \_\_\_\_\_

Name: A. Trey Traviesa

Title: CEO – GovTemps/MGT Consulting

**EFFECTIVE DATE:**

**CLIENT**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A**  
**Assigned Employee and Base Compensation**

**ASSIGNED EMPLOYEE:** \_\_\_\_\_

**POSITION/ASSIGNMENT:** \_\_\_\_\_

\_\_\_\_\_

**POSITION TERM:** \_\_\_\_\_

**BASE COMPENSATION:** \_\_\_\_\_

\_\_\_\_\_

*The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.*

**GOVTEMPSUSA/MGT CONSULTING:**

**CLIENT:**

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

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

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

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

*This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.*

**EXHIBIT B**  
**Summary of Benefits**

## Amanda Wilber

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**From:** Wendi Brown <wendi@wbcpinc.com>  
**Sent:** Thursday, February 1, 2024 10:35 PM  
**To:** Amanda Wilber  
**Cc:** Lexie Graf; Naomi Orr; Karlee Beckstead  
**Subject:** RE: Interim City Manager  
**Attachments:** WBCP Proposal Cottonwood AZ Option 3.pdf; LETTER OF INTEREST City of Cottonwood - placement of interim CM WBCP Inc.pdf; WBCP\_List of Recruitments\_2024\_January.pdf

**Importance:** High

You don't often get email from wendi@wbcpinc.com. [Learn why this is important](#)

Hi Amanda,

Thank you for your patience in receiving this letter of intent. Karlee sent over a full package for a permanent search earlier today and attached is our letter of intent.

Our placement fees for this interim position is \$8,900. Within 3 - 4 weeks from securing our services we will have candidates for you to consider. Many candidates we already have relationships with, or know of their reputation in the field and the great work they have done. Any candidates we that are new to WBCP, will be vetted with at least three references and an internet search before presenting to Council. The final candidate selected will be fully vetted with additional references, and a full criminal and civil background check.

I've also attached more about our organization, our clients, and recruitments we have filled.

I look forward to the possibility of working with the City of Cottonwood.

Sincerely,



**Wendi Brown**

President

**Phone:** 541-664-0376

**Toll Free:** 866-929-9227

**Email:** [wendi@wbcpinc.com](mailto:wendi@wbcpinc.com)

213 E. Main Street  
Rogue River, OR 97537

[www.wbcpinc.com](http://www.wbcpinc.com)



 **DiversityJobs**  
PARTNER

 **SBA WOSB**  
Woman Owned Small Business



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**From:** Karlee Beckstead <karlee@wbcpinc.com>  
**Sent:** Thursday, February 1, 2024 4:48 PM



WBCP, Inc  
213 E Main Street  
Rogue River, Oregon  
(541) 664-0376

February 1, 2024

Amanda Wilber  
Human Resources Director  
827 N Main Street  
Cottonwood, AZ 86326  
awilber@cottonwoodaz.gov

Subject: Letter of Intent - Interim City Manager Recruitment Services

Dear Members of the City Council:

I am writing on behalf of WBCP, Inc., to express our intent to provide comprehensive recruitment services for the interim City Manager position in the City of Cottonwood, Arizona. Our firm, with a proven track record of successful placements in executive roles, is eager to collaborate with Cottonwood to identify and secure a highly qualified candidate to serve during this transitional period.

Our team at WBCP, Inc. brings extensive experience in municipal recruitment, with a focus on understanding the unique needs and priorities of local government entities. We have successfully assisted cities and counties in securing interim leadership roles that not only meet, but exceed the expectations of city councils and the communities they serve.

Our recruitment process is meticulous and designed to ensure the identification of candidates who possess the right combination of skills, experience, and leadership qualities necessary for effective city management. We emphasize transparency, open communication, and collaboration to tailor our services to the specific needs of Cottonwood.

Key elements of our approach include:

- **Needs Assessment:** We will work closely with the City Council to understand the specific requirements and preferences for the interim City Manager position.
- **Candidate Sourcing:** Utilizing our extensive network and industry expertise, we will identify a pool of qualified candidates with proven experience in municipal management.
- **Screening and Evaluation:** Our team will conduct thorough assessments, including interviews, reference checks, and background screenings, to ensure the suitability of each candidate.



WBCP, Inc  
213 E Main Street  
Rogue River, Oregon  
(541) 664-0376

- **Presentation of Candidates:** We will present a shortlist of highly qualified candidates, accompanied by comprehensive profiles highlighting their qualifications and achievements.
- **Support Throughout the Selection Process:** We will provide support during the interview process, assist in negotiations, and offer guidance to facilitate a smooth transition for the selected candidate.

We are confident that our commitment to excellence and our client-centric approach will result in the successful placement of an interim City Manager who will contribute to the continued success and stability of the City of Cottonwood.

Thank you for considering WBCP, Inc. as your recruitment partner. We look forward to the opportunity to discuss how our services can meet the unique needs of Cottonwood during this important transitional period.

Sincerely,

*Wendi Brown, President/CEO*

WBCP, Inc.

Officers in: Arizona, California, Oregon, Connecticut, North Carolina and Texas





# **WBCP**

## **CLIENTS & RECRUITMENTS**

***Your Strategic Partners in Recruiting & HR Consulting***

**Trust. Communication. Results.**

# WBCP'S RECRUITERS

**WENDI BROWN**  
*Lead Consultant/  
Sr. Executive  
Recruiter*



I am the President and Founder of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University

**LAUREN GERSON**  
*Executive Recruiter*



Lauren serves as an Executive Recruiter at WBCP, where she excels in managing the entire recruitment process. Beginning her career in operations and events for renowned breweries and restaurants, she later transitioned to business operations and career services. Prior to joining WBCP, she assisted jobseekers overcoming employment barriers through a career coaching company. Lauren's diverse background encompasses project management, client relations, resume writing, HR operations, and risk management. She holds a Bachelor's degree in Philosophy with a minor in English Literature from Whittier College, showcasing her analytical and communication skills. Her multi-faceted expertise and dedication make her an asset to WBCP's executive recruitment endeavors.



WBCP

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# WBCP'S RECRUITERS

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**LEVI KUHLMAN**  
*Executive Recruiter*



Levi serves as one of WBCP's Associate Recruiters/Project Managers and plays an integral role in managing our recruitments. Some of his primary duties include meeting with clients, screening candidates, preparing for interviews, leading headhunting efforts, and overseeing candidate coordination. Levi's strong interpersonal skills coupled with his eagerness to work with others helps him create lasting relationships with clients and candidates. Prior to his time with WBCP, Levi was the President of a real estate company where he oversaw a residential real estate team in the Willamette Valley. In addition to the great work he does for WBCP, our clients, and our candidates, Levi also operates a small catering company on the side. Currently, Levi is dually enrolled at Oregon State University and Western Governors University pursuing his MBA/MPA.

**LEXIE GRAF**  
*Director of Marketing & Communications/  
Recruiter*



Lexie Graf is WBCP's Director of Marketing & Communications. As a marketing professional, she has been primarily focusing on copywriting, content creation, and brand strategy in her career. Lexie has a knack for understanding each clients' unique needs, allowing her to adapt her writing voice and branding as needed. Along with developing and overseeing the creation of social media, marketing materials, and advertising plans for WBCP, Lexie collaborates with the recruitment team in meeting clients' needs and deadlines. Before working at WBCP, Lexie wrote for Indeed and the University of Wisconsin Colleges, helping her develop a deep understanding of career development, recruitment, and public sector careers. Throughout her marketing career, Lexie has produced a wide variety of campaigns and deliverables, such as blogs, digital and print ads, website content, brochures, social media posts, eBooks, and magazines. Notable projects throughout her career include developing content for two websites and collaborating on an email marketing campaign that won an American Advertising Award in multiple categories. Lexie has a Bachelor's in Communications with certificates in Digital Studies and Environmental Studies from the University of Wisconsin – Madison.

# EXPERIENCE:

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in California, Arizona, Colorado, Idaho, Oregon, and Washington.

**California, Arizona, Oregon, and Washington Cities of:** Arcata, Ashland (OR), Astoria, Berkeley, Calistoga, Central Point (OR), Ceres, Chandler (AZ), Colfax, Corte Madera, Culver City, Davis, Dunsmuir, Duvall (WA), Fremont, Fresno, Garibaldi (OR), Grants Pass (OR), Gold Hill (OR), Hemet, Hubbard (OR), Independence (OR), Irvine, Laguna Beach, Larkspur, Lincoln, Livermore, Livingston, Long Beach, Medford, Milpitas, Napa, Novato, Oakland, Oxnard, Palo Alto, Pasadena, Petaluma, Phoenix (AZ), Phoenix (OR), Port Hueneme, Redding, Riverside, Roseville, Rogue River (OR), Sacramento, San Francisco, San Rafael, Santa Maria, Santa Paula, Santa Rosa, Solvang, Sonoma, Sutter Creek, Talent (OR), Truckee, Ventura, Vernon, Victorville, and Windsor.

**California, Colorado, Idaho, Oregon, and Washington Counties of:** Alameda, Colusa, Contra Costa, El Paso (CO), Fresno, Humboldt, Jackson (OR), King (WA), Lake, Lane (OR), Los Angeles, Marin, Mariposa, Mendocino, Merced, Mono, Napa, Orange, Riverside, Sacramento, San Benito, San Bernardino, San Mateo, San Francisco, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Tuolumne, Yuba, and Yolo.

**Local and National Councils, Boards, and Districts:** Boulder Creek Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Sewer District, Sacramento Suburban Water District, Sacramento Superior Court, San Benito Council of Governments, San Diego Port Authority, San Joaquin County Employees' Retirement Association (SJCERA), San Rafael Sanitation District (SRSD), San Ramon Valley Fire Protection District, Sonoma County Library, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, and Valley Water.

**Nonprofit and Joint Powers Authorities (JPAs):** Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), Los Angeles Unified School District (LAUSD), La Public Media, Latino Public Broadcasting, Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento Public Library Authority (SPLA), Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum and West Angeles Church of God in Christ.

**Private Organizations:** CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Touchstone Accounting.

**Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis):** City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

## INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

*BELOW IS A SELECTION OF POSITIONS THAT WBCP HAS MANAGED IN VARIOUS INDUSTRIES FOR NONPROFITS, CITIES, COUNTIES, AND DISTRICTS:*

**ORGANIZATIONAL LEADERSHIP**

- City Manager, City of Pasadena, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Ceres, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Gold Hill, OR
- City Manager, City of Sonoma, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Phoenix, OR
- City Manager, City of Dunsmuir, CA
- City Manager, City of Oxnard, CA
- City Manager, City of Ventura, CA
- City Manager, City of Independence, OR
- City Manager, City of Sutter Creek, CA
- City Manager, City of Garibaldi, OR
- City Manager, City of Talent, OR
- City Manager, City of Colfax, CA
- Town Manager, Town of Truckee, CA
- Town Manager, Town of Windsor, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Hubbard, OR
- City Administrator, City of Duvall, WA
- County Executive Officer, County of Shasta, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Officer, San Joaquin County Employees' Retirement Association (SJCERA), CA
- Chief Executive Director, Valley Consortium of Medical Education, CA
- Executive Director, Water Forum, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, First 5 Association of California, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, San Benito Council of Governments, CA
- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Community Food Bank, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, Sacramento Employment and Training Agency, CA
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Vice President, Center Point, CA
- Vice President/Business Development Director, WBCP Inc., OR



### **ORGANIZATIONAL LEADERSHIP (CON'T)**

- ACEO – Assistant County Executive Officer, County of Napa, CA
- ACEO – Assistant County Administrative Officer, County of Santa Barbara, CA
- ACAO – Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Executive Officer, Downtown Streets Team, CA
- Chief Operating Officer, IT and Administrative Services, Valley Water, CA
- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer/Executive Director, Valley Consortium for Medical Education, CA
- Chief Operating Officer, WBCP Inc., OR
- Chief Animal Control Officer, City of Sacramento, CA
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Tuolumne Utilities District, CA
- General Manager, LA Public Media, CA
- General Manager, Radio Bilingüe, CA
- General Manager, Santa Cruz County Animal Services Authority, CA

### **ECONOMIC DEVELOPMENT**

- Director of Innovation and Economic Development, City of Livermore, CA
- Director of Economic Development and Innovation, City of San Rafael, CA

### **FACILITIES & OPERATIONS**

- Executive Assistant of Operations, Hass Avocado Board, CA
- Director of Contracts and Procurement, Valley Water, CA
- Director of Facilities Program Support Services, Los Angeles Unified School District (LAUSD), CA
- Bookkeeper/Operations Assistant, WBCP Inc., OR

### **FINANCIAL, ADMINISTRATIVE SERVICES, ACCOUNTING, AUDITING**

- Chief Financial Officer, County of Marin Employees Retirement Agency, CA
- Chief Financial Officer, Social Services Department, County of Santa Barbara, CA
- Chief Financial Officer, Superior Court of California, County of Santa Barbara, CA
- Internal Audit Chief, County of Santa Barbara, CA
- Division Chief, Auditor Controller, County of San Joaquin, CA
- Fiscal Department Chief, Sacramento Employment and Training Agency (SETA), CA
- Director of Finance, City of Ashland, OR
- Director of Finance, City of Grants Pass, OR
- Director of Finance, City of Lincoln, CA
- Director of Finance, City of Sacramento, CA
- Director of Finance, Community Food Bank, CA
- Director of Finance, Nevada Irrigation District, Grass Valley, CA
- Director of Finance, County of Jackson, OR
- Director of Finance, County of Marin, CA
- Director of Finance, City of Duvall, WA
- Director of Finance, West Angeles Church of God in Christ, CA
- Director of Finance, City of Victorville, CA
- Director of Finance, Tuolumne Utilities District, CA
- Director of Finance, City of Sonoma, CA
- Director of Finance, Transitions Mental Health Association, San Luis Obispo, CA

### **FINANCIAL, ADMINISTRATIVE SERVICES, ACCOUNTING, AUDITING (CON'T)**

- Director of Financial Services, San Diego Port Authority, CA
- Director of Finance/Financial Controller, North American Blueberry Council/USHBC, CA
- Director of Administrative Services and Finance, City of Ashland, OR
- Director of Administrative Services and Finance, City of Solvang, CA
- Director of Administrative Services, City of Irvine, CA
- Director of Finance and Technology Services, City of Laguna Beach, CA
- Director of Contracts and Procurement, Valley Water, CA
- Assistant Director of Finance, City of Roseville, CA
- Controller, Nevada Irrigation District, CA
- Senior Principal Accountant, City of San Rafael, CA
- Senior Tax Accountant, Touchstone Accounting, OR
- Senior Accountant, Town of Truckee, CA
- Audit Supervisor, County of Santa Barbara, CA
- Payroll Supervisor, County of Santa Barbara, CA
- Finance and Compliance Manager, NABC/USHBC, Folsom, CA
- Finance Manager, County of Santa Barbara, Department of Behavioral Wellness, CA
- Finance Manager, Town of Truckee, CA
- Finance Manager, City of Milpitas, CA
- Purchasing Agent, City of Milpitas, CA
- Financial Systems Analyst I/II, County of Santa Barbara, CA
- Financial Systems Analyst I, County of Santa Barbara, CA
- Senior Financial Systems Analyst, County of Santa Barbara, CA
- Lead Internal Auditor, County of Santa Barbara, CA
- Accountant Auditor I/II, County of Santa Barbara, CA
- Accounting & Finance/Treasury Managers, County of Marin, CA

### **HEALTH & HUMAN SERVICES, HOUSING, UNHOUSED**

- Chief of Staff/Chief Medical Executive, California Correctional Health Care Services, CA
- Public Health Officer, County of Humboldt, CA
- Public Health Officer, County of Lake, CA
- Public Health Officer, County of San Joaquin, CA
- Public Health Officer, County of Stanislaus, CA
- Public Health Officer, County of Tuolumne, CA
- Deputy Executive Officer – Homelessness, County of San Bernardino, CA
- Director of Behavioral Health, County of Santa Barbara, CA
- Director of Behavioral Health, County of Tuolumne, CA
- Director of Behavioral Health Services, County of Santa Cruz, CA
- Director of Behavioral Health and Recovery Services, County of Stanislaus, CA
- Director of Behavioral Health and Recovery Services, County of Marin, CA
- Director Operations, Behavioral Health, and Recovery Services, County of Marin, CA
- Director of Social Services, County of San Luis Obispo, CA
- Director of Social Services, County of Santa Barbara, CA
- Director of Social Services and Housing, City of Davis, CA
- Director of Health & Human Services, County of Marin, CA
- Director of Health & Human Services, County of Napa, CA
- Director of Health & Social Services, County of Solano, CA
- Director of Health & Human Services, County of Humboldt, CA
- Director of Health Services, Gold Coast Health Plan, CA
- Director, Health Services Agency, County of Sonoma, CA
- Director, Health Services Agency, County of Santa Cruz, CA

## **HEALTH & HUMAN SERVICES, HOUSING, UNHOUSED (CON'T)**

- Director, Health Services Agency, County of San Luis Obispo, CA
- Director of Aging and Adult Services, County of Contra Costa, CA
- Division Director, Adult Systems of Care, County of Marin, CA
- Director of Nursing, County of San Luis Obispo, CA
- Director of Nursing, County of Lake, CA
- Director of Nursing, County of Napa, CA
- Director of Public Health Nursing, County of Napa, CA
- Director of Public Health, County of Santa Barbara, CA
- Director of Public Health, County of Nevada, CA
- Medical Director, Public Health Clinics, County of Santa Barbara, CA
- Medical Director of Psychiatry, County of Yolo, CA
- Director of Environmental Health, County of Santa Cruz, CA
- Branch Director, Service Centers, County of Yolo, CA
- Deputy Branch Director, Child, Youth and Family Services, County of Yolo, CA
- Assistant Public Health Officer, County of San Joaquin, CA
- Assistant Public Health Officer – Children’s Services, County of San Joaquin, CA
- Assistant Director of Health and Human Services, County of Solano, CA
- Assistant Director of Family and Community Partnerships, Oakland Housing Authority, CA
- Assistant Director of Property Operations, Oakland Housing Authority, CA
- Assistant Director, Forensic, Diversion, & Behavioral Health, County of Alameda, CA
- Assistant Director of Community Development – Affordable Housing/Homelessness Programs, City of San Rafael, CA
- Assistant Director of Community Development, City of Laguna Beach, CA
- Assistant Director, Forensic, Diversion, & Re-Entry System of Care, County of Alameda, CA
- Senior Deputy Director, Public Health Department, County of San Joaquin, CA
- Senior Development Project Manager – Real Estate, Oakland Housing Authority, CA
- Deputy Director of Behavioral Health Services, County of Santa Cruz, CA
- Air Pollution Control Officer/Deputy Air Pollution Control Officer, Mendocino County Air Quality Management District, CA
- Disease Control & Prevention Manager, County of Santa Barbara, CA
- Behavioral Health Clinical Manager & Behavioral Health Clinical Supervisor, County of Alameda, CA
- Compliance Manager, County of Solano, CA
- Crisis Manager and Forensic Manager, County of Santa Barbara, CA
- Human Services & Crisis Intervention Division Manager, City of Culver City, CA
- Nursing Services Manager, County of Marin, CA
- Housing Program Analyst or Manager, City of San Rafael, CA
- Homeless Program Manager, City of San Rafael, CA
- Health Services Administrator, County of Solano, CA
- Physicians (5 openings), Public Health Clinics, County of Santa Barbara, CA
- Supervising Public Health Nurse, County of Marin, CA
- Public Health Nurse I/II and Senior, County of Lake, CA
- Public Health Nurse I/II and Senior, County of San Luis Obispo, CA
- Community Health Nurse I/II and Senior, County of Lake, CA
- Mental Health Specialists (5), and a Mental Health Manager, County of Jackson, OR
- Mental Health Clinician & Mental Health Specialist, City of Culver City, CA
- Therapists (5 Positions), Family Solutions, OR
- Case Manager, City of Culver City, CA

## **HUMAN RESOURCES, RISK, LABOR/EMPLOYEE RELATIONS**

- Chief of Labor Relations, City of Long Beach, CA
- Chief Human Resources & Organizational Development Officer, City of Santa Maria, CA
- Chief People Officer, County of Mono, CA
- Payroll Division Chief, County of Santa Barbara, CA
- Executive Director of Human Resources and Risk Management, County of El Paso, CO
- Director of Employee Experience and Culture, City of San Rafael, CA
- Director of Organizational Effectiveness and Culture, County of Los Angeles, CA
- Director of Enterprise Risk Management, Oakland Housing Authority, Oakland, CA
- Director of Human Resources, County of Napa, CA
- Director of Human Resources, County of Solano, CA
- Director of Human Resources, City of San Rafael, CA
- Director of Human Resources, County of Mariposa, CA
- Director of Human Resources, County of Humboldt, CA
- Director of Human Resources, City of Berkeley, CA
- Director of Human Resources, City of Petaluma, CA
- Director of Human Resources/Administrative Services, City of Arcata, CA
- Deputy Director of Human Resources, Labor Relations, County of Marin, CA
- Human Resources Manager II, Sacramento Public Library Authority (SPLA)
- Human Resources Manager, County of Solano, CA
- Human Resources Manager, City of Milpitas, CA
- Human Resources Manager – People and Operations, City of Long Beach, CA
- Human Resources Manager – Business Systems Partner, City of Long Beach, CA
- Human Resources Manager & Risk Manager, City of Port Hueneme, CA
- Racial Equity, Diversity, and Inclusion (REDI) Manager, Valley Water, CA
- Risk Manager, County of Marin, CA
- Risk Manager, City of Roseville, CA
- Risk Manager, Cosumnes Community Services District, CA
- Risk Manager, City of Petaluma, CA
- Recruitment, Retention, and Selection Manager, County of Santa Barbara, CA
- Labor Relations Manager, County of Solano, CA
- Human Resources Principal Management Analyst OR Human Resources Senior Management Analyst, County of Nevada, CA
- Principal Human Resources Analyst, City of San Rafael, CA
- Recruitment & Selection HR Analyst – Senior or Associate Level, City of Berkeley, CA
- Employee Relations HR Analyst – Senior or Associate Level, City of Berkeley, CA
- Labor Relations Specialist/Labor Relations Program Administrator, Valley Water, CA
- Labor Relations Officer, City of Sacramento, CA

## **INFORMATION TECHNOLOGY**

- Chief Information Officer, County of Solano, CA
- Chief Information Officer, King County, WA
- Chief Information Officer, City of Chandler, AZ
- Chief Information Officer, City of Santa Maria, CA
- Chief Information Officer, County of San Joaquin, CA
- Chief Information Officer, City of Sacramento, CA
- Chief Information Officer, General Hospital, County of San Joaquin, CA
- Chief Information Security Officer (CISO), County of Santa Barbara, CA
- Chief Innovation Security Officer (CISO), City of Riverside, CA
- Chief Operating Officer, First 5 Alameda, CA
- Chief Operating Officer, IT & Administrative Services, Valley Water, CA
- IT Program Director, NAVA Public Benefit Company

## **INFORMATION TECHNOLOGY (CON'T)**

- Director of Digital Services, City of San Rafael, CA
- Director of Digital Equity, County of Los Angeles, CA
- Director of IT/Deputy Administrative Officer, Valley Water, CA
- Director of IT, City of Sacramento, CA
- Director of IT, Oakland Housing Authority, CA
- Director of Information Systems/Chief Technology Officer, Monterey One Water, CA
- Vice President of Engineering, NAVA, (National)
- Assistant Director of IT, City of Roseville, CA
- Assistant Director of IT, County of Solano, CA
- Regional Senior GIS Manager, County of Solano, CA
- IT Manager – Health and Social Services/County Data Services, County of Solano, CA
- IT Manager, County of Santa Barbara, Social Services, CA
- IT Manager, Sacramento Suburban Water District, CA
- IT Manager II – Business Solutions, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Manager II – Infrastructure, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Manager II – Project Management Office (PMO), Los Angeles County Employees Retirement Association (LACERA), CA
- Infrastructure & Operations Manager, County of El Paso, CO
- Assistant IT Manager, County of Marin, CA
- Software Services Manager, Valley Water, CA
- Deputy Airport Director – Information Technology & Innovation, John Wayne Airport, CA
- General Manager – Information Technology Service, County of Los Angeles, CA
- Cloud Migration Architect, County of Santa Barbara, CA
- Infrastructure Architect, County of Solano, CA
- Operations Technical Support Supervisor, County of Santa Barbara, CA
- Software Engineer (7 positions), County of San Luis Obispo, CA
- Project Manager, County of San Luis Obispo, CA
- Strategy Program Manager, County of El Paso, Colorado
- IT Project Managers (2 positions), County of Solano, CA
- IT Programming Analyst, Reporting, County of Santa Barbara, CA
- IT Analyst (4 positions), City of Milpitas, CA
- Operations Technical Support Supervisor, County of Santa Barbara, CA
- Open Text Business Analyst, County of San Luis Obispo, CA
- Radio Systems Analyst, City of Santa Maria, CA
- Network Engineer, City of Santa Maria, CA
- Network Architect, County of Santa Barbara, CA
- Applications Team Supervisor, County of San Luis Obispo, CA
- IT Security Specialist, County of Santa Barbara, CA
- SAP Software Engineer, County of San Luis Obispo, CA
- IT Security Specialist/Engineer, County of Santa Barbara, CA
- Network Administrators, Superior Court CA, County of Santa Barbara, CA
- Senior Programmer, County of Santa Barbara, CA
- Senior Database Administrator, County of Napa, CA
- Data Engineer, County of Solano, CA
- Software Engineer, Valley Water



### **LEGAL, COUNSEL, CLERK**

- City Attorney, City of Santa Maria, CA
- City Attorney, City of Vernon, CA
- County Counsel, County of San Bernardino, CA
- County Counsel, County of Napa, CA
- County Counsel, County of Jackson, OR
- County Counsel, County of Solano, CA
- County Counsel, County of Marin, CA
- County Counsel, County of Orange, CA
- General Counsel, Orange County Employees Retirement System (OCERS), CA
- Agency Counsel, Sacramento Area Flood Control Agency (SAFCA), CA
- Deputy General Counsel, San Diego Port Authority, CA
- Registrar of Voters, County of San Bernardino, CA
- City Clerk, City of Roseville, CA
- City Clerk, City of Livermore, CA
- City Clerk, City of Solvang, CA
- City Clerk, City of Colfax, CA
- Chief Deputy District Investigator, County of Marin, CA
- Assistant City Attorney, City of Santa Maria, CA
- Assistant City Attorney, City of Roseville, CA
- Assistant City Attorney (planning and development), City of Santa Maria, CA
- Deputy County Counsel IV, County of Jackson, OR
- County Counsel I/II, III, Assistant County Counsel (5 positions), County of Santa Barbara, CA
- Deputy District Attorney I, County of Jackson, OR
- Public Defender, County of Santa Cruz, CA
- Public Defender, County of Humboldt, CA
- Public Defender, County of Solano, CA
- Assistant County Clerk-Recorder/Registrar of Voters, County of Nevada, CA
- Deputy City Clerk, City of Petaluma, CA
- Family Court Services Manager, Sacramento Superior Court, CA
- Administrative Assistant, Legal Counsel, Valley Water, CA

### **LIBRARY**

- Library Director & CEO, Sacramento Library Authority, CA
- Director of Library Services, City of Long Beach, CA
- Director of Library and Recreation, City of San Rafael, CA
- Assistant Director of Library and Recreation, City of San Rafael, CA
- Deputy Library Director, Sonoma County Library, CA
- Branch Services Manager, City of Long Beach, CA

### **MARKETING, COMMUNICATIONS, PUBLIC RELATIONS**

- Director of Marketing and Communications, North American Blueberry Council (NABC), CA
- Director of Marketing & Communications, WBCP Inc., OR
- Director of Communications and Industry Relations, North American Blueberry Council (NABC), CA
- Director of Communications, North American Blueberry Council/USHBC, CA
- Vice President of Global Marketing and Communications, North American Blueberry Council (NABC)/USHBC, CA
- Strategic Communications Officer, First 5 Alameda, CA
- Public Relations Specialist, Valley Water, CA
- Social Media and Marketing Specialist, WBCP Inc., OR
- Copywriter, WBCP Inc., OR
- Social Media Coordinator, WBCP Inc., OR

### **PARKS & RECREATION, COMMUNITY SERVICES, ARTS**

- Director of Youth, Parks & Community Enrichment, City of Sacramento, CA
- Director of Community Services, City of Irvine, CA
- Director of Community Services, City of San Rafael, CA
- Director of Community Services, County of Santa Barbara, CA
- Director of Community Engagement, City of Davis, CA
- Director of Convention & Cultural Services, City of Sacramento, CA
- Director of Parks, City of Ashland, CA
- Director of Parks, County of Santa Barbara, CA
- Deputy Director of Parks and Recreation, City of Petaluma, CA
- Deputy Director of Community Services, County of Santa Barbara, CA
- Assistant Director, Recreation and Parks, City of Santa Maria, CA
- Assistant Parks Director, County of Santa Barbara, CA
- Real Estate Program Manager, Sacramento Area Flood Control Agency, CA

### **PLANNING, ENVIRONMENTAL, COMMUNITY DEVELOPMENT, BUILDING, TRANSIT**

- Director of Community Development, City of Petaluma, CA
- Director of Community Development, City of San Rafael, CA
- Director of Community Development, City of Grants Pass, OR
- Director of Community Development, City of Sonoma, CA
- Director of Development Services, City of Redding, CA
- Director of Development Services, Port of San Diego, CA
- Director of Transportation, County of Riverside, CA
- Director of Transportation, City of Petaluma, CA
- Director of Planning & Development, City of Culver City, CA
- Director of Planning & Development, County of Santa Barbara, CA
- Director of Planning, City of Sacramento, CA
- Director of Current Planning and Development Services, Port of San Diego, CA
- Director of Policy and Planning, County of Sacramento, CA
- Director of Groundwater Sustainability, County of San Luis Obispo, CA
- Director of Planning, County of Santa Barbara, CA
- Executive Director (Planning & Development), County of El Paso, CO
- Assistant Director of Planning, County of Santa Barbara, CA
- Assistant Director of Planning & Development, City of Fresno, CA
- Assistant Director of Community Development, City of San Rafael, CA
- Assistant Director of Community Development, City of Laguna Beach, CA
- Assistant Director of Capital Improvement, Oakland Housing Authority, CA
- Deputy Director of Community Development, County of Lake, CA
- Deputy Director of Housing & Community Development, County of Santa Barbara, CA
- Planning Manager, City of Grants Pass, OR
- Planning Manager, County of Solano, CA
- Planning Manager, City of Napa, CA
- Planning Manager, City of Solvang, CA
- Planning Manager, City of San Rafael, CA
- Subdivision & Mapping Manager, City and County of San Francisco, CA
- Street Maintenance Manager, City of Roseville, CA
- Environmental Planning Manager, County of San Luis Obispo, CA
- Transit Manager, City of Santa Maria, CA
- Construction Manager, Valley Water, CA
- Principal Planner, County of Lake, CA

### **PLANNING, ENVIRONMENTAL, COMMUNITY DEVELOPMENT, BUILDING, TRANSIT (CON'T)**

- Principal Planner, Sacramento Area Flood Control Agency (SAFCA), CA
- Principal Planner/Senior Planner – Housing Emphasis, Town of Truckee, CA
- Senior Planner, County of Lake, CA
- Senior Planner, Town of Truckee, CA
- Senior Transit Planner (Grants Management) or Transit Planner I/II, City of Petaluma, CA
- Planner I/II/III, County of Santa Barbara, multiple departments (12 positions), CA
- Planner: II/III, Sr. Planner, Principle Env. Planner, Div. Mgr, (4 positions) County of SLO, CA
- County Surveyor, County of Santa Barbara, CA
- County Surveyor, County of Yuba, CA
- Building Inspector I/II (multiple positions), City of Berkeley, CA

### **PUBLIC SAFETY**

- Chief of Police, City of Sacramento, CA
- Chief of Police, City of Livingston, CA
- Fire Chief, City of Hemet, CA
- Fire Chief, County of Jackson Fire District 5, OR
- Fire Chief, Boulder Creek Fire Protection District, CA
- Fire Chief, City of Sacramento, CA
- Fire Chief, City of Victorville, CA
- Chief of Emergency Management, County of Santa Barbara, CA
- Executive Communications Officer, City of Long Beach, CA
- Director of Emergency Management, County of Marin, CA
- Director of Police Oversight, City of Long Beach, CA
- Deputy/Chief of Police, Oakland Housing Authority, CA
- Deputy Fire Chief, City of Santa Maria, CA
- Deputy Fire Chief, Wildlands, County of Marin, CA
- Communications Center Manager, San Ramon Valley Fire Protection District, CA
- Emergency Communications Manager, City of Astoria, OR
- Emergency Preparedness Manager/Deputy City Manager, City of Fresno, CA
- Emergency Manager, City of Petaluma, CA
- Defensible Space Program Manager, City of San Rafael, CA

### **PUBLIC WORKS, TRANSPORTATION, ENGINEERING**

- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Administrative and Contract Services, Valley Water, CA
- Director of Transportation, County of Riverside, CA
- Director of Engineering, City of Ceres, CA
- Director of Engineering, Monterey One Water, CA
- Director of Utilities, City of Sacramento, CA
- Director of Public Works, City of Solvang, CA
- Director of Public Works, City of Roseville, CA
- Director of Public Works, City of San Rafael, CA
- Director of Public Works, City of Santa Maria, CA
- Director of Public Works, City of Sacramento, CA
- Director of Public Works, City of Ashland, OR
- Director of Public Works, County of Shasta, CA
- Director of Public Works, County of Yuba, CA
- Director of Public Works & Transportation, City of Irvine, CA
- Director of Electric Utility, City of Roseville, CA
- Director of Electric Utility, Truckee Donner Public Utility District (TPUD), CA

**PUBLIC WORKS, TRANSPORTATION, ENGINEERING (CON'T)**

- Assistant Director Public Works, County of Marin, CA
- Assistant Director of Public Works, City of Santa Paula, CA
- Assistant Director of Public Works – Transportation, City of Davis, CA
- Assistant Director of Public Works/City Engineer, City of San Rafael, CA
- Assistant Operating Officer of Watershed Stewardship & Planning Div., Valley Water, CA
- Assistant Operating Officer, Treated Water, Valley Water, CA
- Assistant Operating Officer, Dam Safety and Capital Delivery, Valley Water, CA
- Utilities Systems Superintendent, City of Calistoga, CA
- Deputy Director Public Works, Civil/Traffic Engineer, County of Marin, CA
- Deputy Director Public Works/Traffic Engineer, City of San Rafael, CA
- Deputy PW Director/Principal Civil Engineer/Traffic Engineer, City of Santa Maria, CA
- Deputy Public Works Directors: Engineering & Transportation and Operations & Zero Waste, City of Berkeley, CA
- Deputy Transportation Officer & Transportation and Mobility Planning Manager, City of Culver City, CA
- Deputy Operating Officer, Watersheds Design and Construction, Valley Water, CA
- Deputy Operating Officer, Water Utility Capital, Valley Water, CA
- Deputy Operating Officer, Watersheds Operations and Maintenance, Valley Water, CA
- Deputy Operating Officer, Raw Water, Valley Water, CA
- Manager of Public Works – Utilities, City of Milpitas, CA
- Manager of Engineering (City Engineer), City of Berkeley, CA
- Civil Engineering Manager – Structures & Capital Group, County of Santa Barbara, CA
- Street Maintenance Superintendent, City of Roseville, CA
- Unit Manager, Treatment Plant Design & Commissioning Manager, Valley Water, CA
- Unit Manager, Engineering Utility Operations and Maintenance Manager, Valley Water, CA
- Unit Manager, Asset Management, Valley Water, CA
- Engineering/CIP Manager, City of Petaluma, CA
- Structures and Capital Group Manager, County of Santa Barbara, CA
- Senior Civil Engineer, City of San Rafael, CA
- Senior Civil Engineer, City of Petaluma, CA
- Senior Civil Engineer & Civil Engineer, County of Marin, CA
- Senior Civil Engineer or Associate Civil Engineer, City of San Rafael, CA
- Senior Engineer, City of Roseville, CA
- Senior Engineer, Town of Corte Madera, CA
- Senior Engineer, Environmental/Water Utilities, City of Roseville, CA
- Senior Engineer – Dam Safety, Nevada Irrigation District, CA
- Principal Engineer & Engineering Series, San Rafael Sanitation District, CA
- Principal Engineer, Sacramento Area Flood Control Agency, CA
- Principal Civil Engineer, City of Santa Maria, CA
- Traffic Engineer, City of Pasadena, CA
- Senior Environmental Planner, Valley Water, CA
- Project Engineer/Power Engineer, City of Palo Alto, CA
- Project Director, City of San Rafael, CA
- Electric Project Engineer, City of Palo Alto, CA
- Assistant Engineer & Junior Engineer, City of San Rafael, CA
- Electric Linesperson/Cable Splicer (High Voltage Lineman), City of Palo Alto, CA
- Electric Operations Manager, City of Palo Alto, CA
- Civil Engineer, Project Manager & Assistant Project Manager, Morton and Pitalo, Sacramento, CA
- Industrial / Mechanical Senior Engineer, SWEED, OR
- Multiple Civil Engineering & Project Management Positions, City of Petaluma, CA
- Power Engineering Manager, City of Roseville, CA

## OTHER

- Director of Government Affairs, North American Blueberry Council, CA
- Director of Business Intelligence, North American Blueberry Council/USHBC, CA
- Director of Policy and Planning, SASD & SRCSD, County of Sacramento, CA
- Agriculture Commissioner/Director of Weights and Measures, County of Marin, CA
- Assistant Director, Agriculture Commissioner/Weights and Measures, County of Santa Barbara, CA
- Certified Dog Trainers, Dogs for Better Lives, OR
- Shelter Veterinarian, County of Santa Barbara, CA
- Recruiter, WBCP Inc., OR
- Project Manager, WBCP, Inc., OR
- Recruitment Coordinator/Project Manager, WBCP Inc., OR
- Division Sales Representative – Wood Products, SWEED, OR
- Scheduler/Executive Assistant, WBCP Inc., OR
- Personal Assistant, WBCP Inc., OR
- Sourcing & Outreach Specialist, WBCP, Inc., OR
- Executive & Personal Assistant, WBCP, Inc., OR
- Scheduling Coordinator, WBCP, Inc., OR
- Professional Gardener, WBCP, Inc., OR
- Office Assistant, WBCP, Inc., OR



WBCP

**Wendi Brown, President/Owner**

wendi@wbcpinc.com | 541-664-0376





# RECRUITMENT SERVICES FOR



CITY MANAGER

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FEBRUARY 1, 2024

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# I. COVER LETTER.....

February 1, 2024

Amanda Wilber  
Human Resources Director  
awilber@cottonwoodaz.gov



RE: City of Cottonwood – City Manager Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the City Manager of the City of Cottonwood. **WBCP has worked on many City Manager recruitments, and we look forward to the opportunity to partner with the City of Cottonwood on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **We guarantee we will fill your position, and we guarantee that placement for 18 months.** We provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.

**WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture.** WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the future City Manager will lead.

WBCP has experience in Arizona, having filled the Chief Information Officer position for the City of Chandler, Arizona. My team and I know the City Manager candidate marketplace and have managed many successful City Manager recruitments, with clients such as:

- City of Santa Rosa, California
- City of Pasadena, California
- City of Port Hueneme, California
- City of Ventura, California
- City of Sonoma, California
- City of Petaluma, California

**To see a full list of our clients and successful recruitments, visit: <http://tinyurl.com/45tbr6pz>**

Either I or one of my experienced executive recruiters will take the lead in managing this recruitment. We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. My executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you can see on pages 8 & 9 of this proposal. WBCP now has offices in Arizona, Oregon, North Carolina, and California, including offices in the South Bay Area and Central California.

## I. COVER LETTER.....

**WBCP, Inc. staff are experts in the virtual recruitment process.** We are providing these services seamlessly and will be able to effectively support a virtual recruitment process or coordinate in-person interviews and/or hybrid virtual and/or in-person interviews.

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2023 year-end review, we found that over the last three years, 90% of our applicants and 83% of our candidates placed in positions with our clients came from diverse backgrounds.** In fact, because of our ability to reach diverse applicant pools, we were hired by two national Latino organizations to recruit for an Executive Director and other leadership positions: Latino Public Broadcasting and Radio Bilingüe (two of the largest Latino national nonprofit organization in the U.S.).

Clients choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them. In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

Lastly, I love what I do, and I am passionate about finding exceptional candidates who are also passionate about serving others. My staff and I are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,



Wendi Brown | Founder/President, WBCP, INC.

[wendi@wbcpinc.com](mailto:wendi@wbcpinc.com) | 541-664-0376

[www.wbcpinc.com](http://www.wbcpinc.com)

## DIVERSITY

# 83%

*of WBCP candidates  
placed in positions  
come from a diverse  
background*



## II. BACKGROUND & QUALIFICATIONS.....

**Principal:** Wendi Brown, President

**Company Legal Name:** WBCP, Inc.

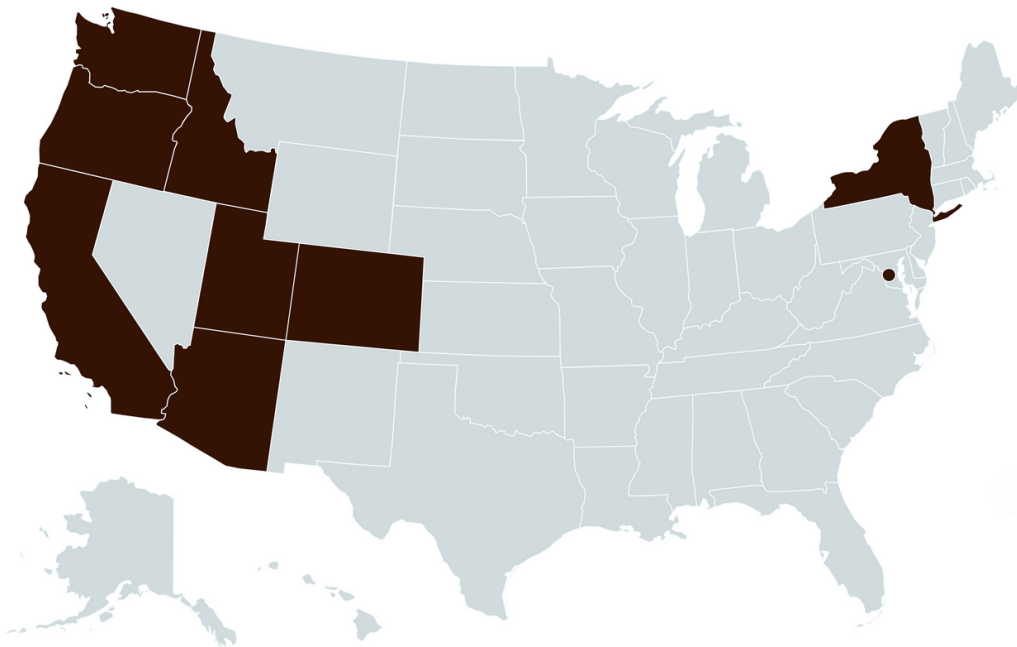
**Tax ID:** 81-5454037

**Website:** www.wbcpinc.com

**Phone:** 866-929-WBCP (9227) / 541-664-0376

**Address:**

- **Arizona Main Office:** Gilbert, AZ 85233
- **Oregon Main Office:** 213 E Main St., Rogue River, OR, 97537
- **California Main Office:** Santa Barbara, CA, 93101
- **North Carolina Main Office:** Jacksonville, NC, 28540
- **Satellite Offices (3):** San Jose, CA; Gilroy, CA



### WOMEN OWNED

*WBCP, Inc. is a 100% woman-owned business, an S Corporation, not part of a parent company, and is a registered small business through the U.S. Small Business Administration (SBA). WBCP is registered to do business in California, Oregon, Washington, and Arizona and soon expanding in other states. WBCP files and pays California S Corp and personal income taxes.*

### BUSINESS HISTORY

*WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting; organizational development, training, classification and compensation studies, analysis and assessments, etc.*



## II. BACKGROUND QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in Arizona, California, Colorado, Idaho, Oregon, and Washington.

**Arizona, California, Oregon, and Washington Cities of:** Arcata (CA), Ashland (OR), Astoria (CA), Berkeley (CA), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fremont (CA), Fresno (CA), Garibaldi (OR), Grants Pass (OR), Gold Hill (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Oxnard (CA), Palo Alto (CA), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Port Hueneme (CA), Redding (CA), Riverside (CA), Roseville (CA), Rogue River (OR), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Paula (CA), Santa Rosa (CA), Solvang (CA), Sonoma (CA), Sutter Creek (CA), Talent (OR), Truckee (CA), Ventura (CA), Vernon (CA), Victorville (CA), and Windsor (CA).

**California, Colorado, Idaho, Oregon, and Washington Counties of:** Alameda (CA), Colusa (CA), Contra Costa (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Orange (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Mateo (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tuolumne (CA), Yuba (CA), and Yolo (CA).

**Local and National Councils, Boards, and Districts:** Boulder Creek Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Sewer District, Sacramento Suburban Water District, San Benito Council of Governments, San Diego Port Authority, San Rafael Sanitation District (SRSD), Sonoma County Library, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, and Valley Water.

**Nonprofit and Joint Powers Authorities (JPAs):** Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), Los Angeles Unified School District (LAUSD), La Public Media, Latino Public Broadcasting, Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento Public Library Authority (SPLA), Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum and West Angeles Church of God in Christ.

**Private Organizations:** CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Touchstone Accounting.

**Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis):** City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

## INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

## II. BACKGROUND & QUALIFICATIONS.....

*BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS MANAGED:*

### ORGANIZATIONAL LEADERSHIP

- City Manager, City of Pasadena, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Ceres, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Gold Hill, OR
- City Manager, City of Sonoma, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Phoenix, OR
- City Manager, City of Dunsmuir, CA
- City Manager, City of Oxnard, CA
- City Manager, City of Ventura, CA
- City Manager, City of Independence, OR
- City Manager, City of Sutter Creek, CA
- Town Manager, Town of Truckee, CA
- Town Manager, Town of Windsor, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Hubbard, OR
- City Administrator, City of Duvall, WA
- County Executive Officer, County of Shasta, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Director, Valley Consortium of Medical Education, CA
- Executive Director, Water Forum, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, First 5 Association of California, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, San Benito Council of Governments, CA
- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Community Food Bank, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, Sacramento Employment and Training Agency, CA
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Vice President, Center Point, CA
- Vice President/Business Development Director, WBCP Inc., OR

## II. BACKGROUND & QUALIFICATIONS.....

### ORGANIZATIONAL LEADERSHIP (CON'T)

- ACEO – Assistant County Executive Officer, County of Napa, CA
- ACEO – Assistant County Administrative Officer, County of Santa Barbara, CA
- ACAO – Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Operating Officer, IT and Administrative Services, Valley Water, CA
- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer/Executive Director, Valley Consortium for Medical Education, CA
- Chief Operating Officer, WBCP Inc., OR
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Tuolumne Utilities District, CA
- General Manager, LA Public Media, CA
- General Manager, Radio Bilingüe, CA
- General Manager, Santa Cruz County Animal Services Authority, CA

Check out our full list of  
recruitments here:  
<https://tinyurl.com/2dfrk4k2>

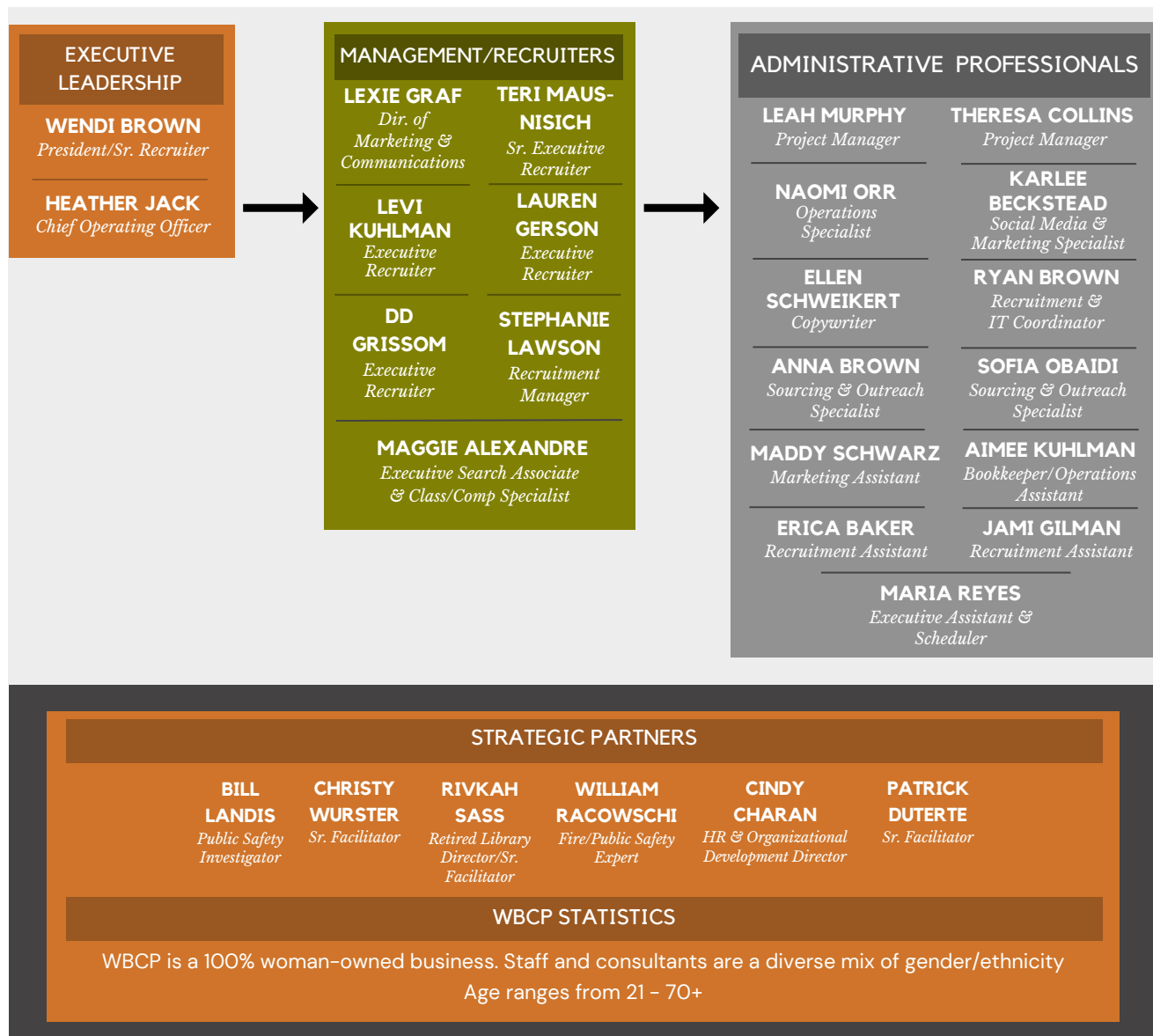
### III. GUARANTEE.....

(1) We guarantee successful placement and will provide continued consulting services for **one** additional recruitment/replacement (however, client will pay for any additional direct cost expenses).

(2) The one additional recruitment/replacement is valid in the case of: Unsuccessful Recruitment **OR** Employment Termination **OR** Employment Resignation within the first **18 months of service** (guarantee valid for only one of the three circumstances aforementioned). WBCP will provide the Client with the necessary consulting services required to secure a replacement. Professional consulting services will be provided at no cost to the Client; however, additional expenses will be covered by the Client. The Guarantee is valid for **one** recruitment/replacement only.

(3) **Work Performed Out Of Scope:** To provide the best results for our clients, we strongly recommend a steadfast commitment to agreed-upon dates/times for critical recruitment milestones (shortlist meeting and interview dates). Any timeline changes to agreed upon dates after a recruitment has been opened may result in additional charges at our hourly rate.

### IV. ORGANIZATIONAL CHART.....



## V. WBCP KEY STAFF.....

**WENDI BROWN**  
*Lead Consultant/  
 Sr. Executive  
 Recruiter*



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University

**TERRI MAUS-NISICH**  
*Sr. Executive Recruiter*



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

**LAUREN GERSON**  
*Executive Recruiter*



Lauren serves as an Executive Recruiter at WBCP, where she excels in managing the entire recruitment process. Beginning her career in operations and events for renowned breweries and restaurants, she later transitioned to business operations and career services. Prior to joining WBCP, she assisted jobseekers overcoming employment barriers through a career coaching company. Lauren's diverse background encompasses project management, client relations, resume writing, HR operations, and risk management. She holds a Bachelor's degree in Philosophy with a minor in English Literature from Whittier College, showcasing her analytical and communication skills. Her multi-faceted expertise and dedication make her an asset to WBCP's executive recruitment endeavors.



## V. WBCP KEY STAFF.....

### LEVI KUHLMAN

*Executive Recruiter*



Levi serves as one of WBCP's Associate Recruiter/Project Managers and plays an integral role in managing our recruitments and clients. Some of his primary duties include meeting with clients, screening candidates, preparing for interviews, leading headhunting efforts, and overseeing candidate coordination. Levi's strong interpersonal skills coupled with his eagerness to work with others helps him create lasting relationships with clients and candidates. Prior to his time with WBCP, Levi was the President of a real estate company where he oversaw a residential real estate team in the Willamette Valley, Oregon. In addition to the great work he does for WBCP, our clients, and our candidates, Levi also operates a small catering company on the side. Currently, Levi is dually enrolled at Oregon State University and Western Governors University pursuing his MBA/MPA.

### LEXIE GRAF

*Director of Marketing  
& Communications/  
Recruiter*



Lexie Graf is WBCP's Director of Marketing & Communications. As a marketing professional, she has been primarily focusing on copywriting, content creation, and brand strategy in her career. Lexie has a knack for understanding each clients' unique needs, allowing her to adapt her writing voice and branding as needed. Along with developing and overseeing the creation of social media, marketing materials, and advertising plans for WBCP, Lexie collaborates with the recruitment team in meeting clients' needs and deadlines. Before working at WBCP, Lexie wrote for Indeed and the University of Wisconsin Colleges, helping her develop a deep understanding of career development, recruitment, and public sector careers. Throughout her marketing career, Lexie has produced a wide variety of campaigns and deliverables, such as blogs, digital and print ads, website content, brochures, social media posts, eBooks, and magazines. Notable projects throughout her career include developing content for two websites and collaborating on an email marketing campaign that won an American Advertising Award in multiple categories. Lexie has a Bachelor's in Communications with certificates in Digital Studies and Environmental Studies from the University of Wisconsin – Madison.

### HEATHER JACK

*Chief Operating  
Officer*



Heather Jack is WBCP's Chief Operating Officer and lead Project Manager. Since starting at WBCP in 2015, she has grown into an integral part of the business. Heather uses her strong organizational skills and attention to detail to support all recruitments from start to finish, coordinate timelines, oversee the team's productivity. Meeting clients' deadlines and major milestones is one of Heather's top priorities, making her our go-to person for all things calendar and project management-related. Heather also assists with projects in human resources with several municipalities in Oregon and California. Other aspects of her role include supporting employee engagement, salary and benchmark studies, and business operations. During her time at WBCP, Heather has modernized processes and scaled technology systems for the company. Prior to working with WBCP, Heather worked at Hannon Library, developing organizational, research, and interpersonal skills. Heather has a Bachelor of Science degree in Anthropology and a double minor in Environmental Studies and French from Southern Oregon University.

## V. WBCP KEY STAFF.....

### **STEPHANIE LAWSON**

*Recruitment  
Manager*

Stephanie started working for WBCP in 2019. She acts as support for all facets of the recruitment process, as well as any other tasks to assist the WBCP team. Some of her core responsibilities include candidate and panel coordination, candidate review, calendar and timeline management, and interview material preparation. Prior to working for WBCP, Stephanie had several roles in hospitality where she further developed her client relations, communications, and clerical skills. Stephanie has a Bachelor's of Science degree in Business Administration with a focus in Hospitality from Southern Oregon University.

### **MAGGIE ALEXANDRE**

*Executive Search  
Assoc. &  
Class/Comp  
Specialist*

Maggie Alexandre is a Human Resources professional with over 30 years of experience, and is WBCP's key Executive Search Associate and Classification and Compensation Specialist for WBCP since 2018. Prior to working at WBCP, Maggie was a Human Resources Director in the San Francisco Financial District and led an 80 person team of human resource professionals. She began her career in HR at Robertson, Stephens & Company, a boutique investment bank, and continued in the HR Director role at other investment banks and private equity firms until 2016. Maggie studied Anthropology at California State University, Long Beach and received her Human Resources Management Certificate from California State University, San Francisco.

REVIEW OTHER EMPLOYEES & CONSULTANT  
PARTNERS ON OUR WEBSITE:  
[WWW.WBCPINC.COM/WBCP-TEAM](http://WWW.WBCPINC.COM/WBCP-TEAM)



## VI. RECRUITMENT STRATEGY / PHASES.....

**WBCP knows how to customize your search strategy to meet your unique recruitment needs.** We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

### CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach



### FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

### CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

### MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

#### DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Our 2023 review indicates that 83% of candidates placed with WBCP clients have diverse backgrounds — a 21% increase from last year's review.



#### EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

#### SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

### COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.

## VI. RECRUITMENT STRATEGY / PHASES.....

### RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

### SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



### COMMUNICATION WITH CANDIDATES

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

### SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

### COMMUNICATION WITH CLIENT

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



### NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

## VII. SCOPE OF WORK.....

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.



## VIII. RECRUITMENT TIMELINE.....

*BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT  
WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT*

### **Week 1:**

- Secure services with search firm, WBCP, Inc.
  - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

### **Weeks 1 + 2:**

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

### **Weeks 2 + 3:**

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

### **Weeks 4, 5, + 6:**

- Receive applications –Collect and source applicants will continue until recruitment closes

### **Weeks 7 + 8:**

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

### **Weeks 9 + 10:**

- **MEETING – Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

### **Weeks 10 + 11:**

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
  - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
  - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
  - As needed schedule staff and/or community discussions/meetings

### **Week 12:**

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

### **NEGOTIATIONS / HIRE:**

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

## IX. REFERENCES.....

### 1-City of Pasadena, California

**Positions Filled:**

- City Manager

**Contact Information:**

- Tiffany Jacobs-Quinn, Human Resources Director – [tjacobsquinn@cityofpasadena.net](mailto:tjacobsquinn@cityofpasadena.net) | 626-744-4126

### 2-City of Petaluma, California

**Positions Filled:**

- City Manager

**Contact Information:**

- Peggy Flynn, City Manager – [pflynn@cityofpetaluma.org](mailto:pflynn@cityofpetaluma.org) | 707-778-4345

### 3-City of Independence, Oregon

**Positions Filled:**

- City Manager

**Contact Information:**

- John McAardle, Mayor – [mcardle.john@ci.independence.or.us](mailto:mcardle.john@ci.independence.or.us)

## X. MARKETING MATERIAL EXAMPLES.....

*Click below to see our marketing samples for similar positions. To see all of our brochures, visit: [wbcpinc.com/closed-jobs-private/](http://wbcpinc.com/closed-jobs-private/) and use the password: #wbcp202212\**

- [City Manager, City of Santa Maria, CA \(active\)](#)
- [City Manager, City of Pasadena, CA](#)
- [City Manager, City of Petaluma, CA](#)
- [City Manager, City of Independence, OR](#)
- [City Manager, City of Santa Rosa, CA](#)
- [City Administrator, City of Duvall, WA](#)

## XI. COST PROPOSAL.....

*WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/ references concluded).*

### SERVICE COST PER RECRUITMENT CITY MANAGER

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
<b>Consulting Services:</b> Phases I-IV in the proposal's scope of work	<p>\$28,900</p> <p><u>-2,000 (discount)</u></p> <p><b>\$26,900 (flat rate)</b></p>
<p><b>Expenses Include:</b> Travel to client location (up to 2 trips); for document shipping fees/delivery charges to facilitate virtual meetings, panel packet content; delivery charges; fees for background and reference checks; may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day (\$700/day); brochure/graphic design (\$950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn \$395, InMails \$300, Circa Diversity Job Boards \$295, Zoom Info \$299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.</p>	<p>\$7,900</p> <p><u>-\$1,400 (discount)</u></p> <p><b>\$6,500</b></p> <p>(direct expenses not-to-exceed)</p>

**Force Majeure:** Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.

**Work Performed Out Of Scope:** To provide the best results for our clients, we strongly recommend a steadfast commitment to agreed-upon dates/times for critical recruitment milestones (shortlist meeting and interview dates). Any timeline changes to agreed upon dates after a recruitment has been opened may result in additional charges at our hourly rate.

## XII. OTHER.....

### INSURANCE

WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

### CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

### ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. **Upon our 2023 year-end review, we found that over the last three years, 90% of our applicants and 83% of our candidates placed in positions with our clients came from diverse backgrounds.** We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.



Wendi Brown, President

FEBRUARY 1, 2024

Date

Client, Title

Date

City of Cottonwood, Arizona  
City Council Agenda Communication



 [Print](#)

Meeting	February 6, 2024
Date:	
Subject:	Council Member Request for Agenda Item.
Department:	City Clerk
From:	Michael Mathews, Council Member Lisa DuVernay, Council Member

### REQUESTED ACTION

Invite and interview the three named candidates, Rudy Rodriguez, Tom Whitmer, and Kirsten Lennon, for appointment as acting City Manager.

### SUGGESTED MOTION

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

### BACKGROUND

On January 9th, our City Attorney and City Manager, who had both previously submitted resignations with 90 days notice, abruptly resigned in breach of contract. We are currently without a City Manager. As such, we are not able to function administratively according to our Municipal Code and City Ordinance.

On January 10th, it was publicly announced that the Deputy City Manager was now the Interim City Manager. On January 12, another press release reiterated that the Deputy City Manager was the Interim City Manager. Unfortunately, our Code does not allow this as he must be under a City Manager who places him there for short periods under certain circumstances. The Municipal Code heading for City Manager states:

#### 2.16.040--Acting City Manager.

In the event of the City Manager's absence or disability, the Council may appoint an acting city manager. For routine absences, such as vacations, sick leave, or training, the Deputy City Manager or others designated by the City Manager will serve as the acting City Manager.



Then, under the Municipal Code heading for Deputy City Manager, it states:

#### 2.20.040--Acting City Manager

In the event of the City Manager's extended absence or disability, the Deputy City Manager will be the acting City Manager subject to approval of the City Council. The Deputy City Manager will be appointed as acting City Manager by the City Manager for routine absences from the City. (Ord. No. 644, Section 2, 10-16-2018)

Again, we do not have a City Manager. It clearly indicates that only the City Council may appoint an interim/acting City Manager. This is a problem as the council-manager form of government does not allow Council to direct personnel/employees. The Deputy City Manager is an employee unless or until the Council formally votes to appoint him as acting City Manager who would then be under the Council's direct control and direction. We have not done this. He either assumed the position himself and/or the Mayor unilaterally placed him in that position contrary to the Municipal Code. This also means that, by necessity, the Deputy City Manager and/or the Mayor are acting, at times, as the administrative head, which neither have the authority to do. This has gone on for two weeks, and only on January 23rd did the Deputy City Manager try to walk back his claimed titles of interim City Manager.

#### JUSTIFICATION/BENEFITS/ISSUES

The benefits will be the calming of issues inside the organization. The longer this vacuum exists, the more department heads and other employees vie for control and direction. Rumor, speculation, posturing, and inappropriate comments are becoming more common the longer this situation continues. It is imperative that we appoint an Acting City Manager no later than February 6th, and it would be even better to address this sooner, which is in the Mayor's ability to make happen.

#### ATTACHMENTS:

File Name	Description	Type
Agenda_Request_1_23-24_Interim_City_Manager.pdf	Council Member Request for Proposed Agenda Item	Backup Material



City of Cottonwood, Arizona  
City Council Agenda Communication



Meeting Date: February 6, 2023

**Subject: Council Member Request for Agenda Item**

**Title:** Interview and appointment of an acting City Manager.  
\_\_\_\_\_

**From:** (At least two Council Members)

Michael Mathews

Lisa DuVernay

**REQUESTED ACTION**

Invite and interview the 3 named candidates, Rudy Rodriguez, Tom Whitmer and Kirsten Lennon for appointment as acting City Manager.

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**BACKGROUND**

Please see the attached supplement for background.

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## JUSTIFICATION/BENEFITS/ISSUES

The attached background supplement covers the justification and issues. The benefits will be the calming of issues inside the organization. The longer this vacuum exists the more department heads and other employees vie for control and direction. Rumor, speculation, posturing and inappropriate comments are becoming more common the longer this situation continues.

It is imperative that we appoint an Acting city Manager no later the Feb. 6th and it would be even better to address this sooner which is in the Mayor's ability to make happen.

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## ATTACHMENTS

See attached background supplement.

On Jan. 9th our city attorney and city manager who had both previously submitted resignations with 90 days notice abruptly resigned in breach of contract.

We are currently without a city manager. As such we are not able to function administratively according to our municipal code and city ordinance.

On Jan. 10th it was publicly announced that the the Deputy City Manager was now the Interim City Manager. On Jan. 12 another press release reiterated that the DCM was the Interim CM. Unfortunately our code does not allow this as he must be under a city manager who places him there for short periods under certain circumstances. The municipal code heading for City Manager states:

2.16.040-Acting city manager.

In the event of the city manager's absence or disability, the council may appoint an acting city manager. For routine absences such as vacation, sick leave or training the deputy city manager or others designated by the city manager will serve as the acting city manager.

(Ord. No. 644, § 2, 10-16-2018)

Then under the municipal code heading for Deputy City Manager it states:

2.20.040- Acting city manager

In the event of the city manager's extended absence or disability, the deputy city manager will be the acting city manager subject to approval of the city council. The deputy city manager will be appointed as acting city manager by the city manager for routine absences from the city.

(Ord. No. 644, § 2, 10-16-2018)

Again, we do not have a city manager. It clearly indicates that only the city council may appoint an interim/acting city manager. This is a problem as the council-manager form of government does not allow council to direct personnel/employees. The deputy city manager is an employee unless or until the council formally votes to appoint him as acting city manager who would then be under the council's direct control and direction. We have not done this. He either assumed the position himself and/or the mayor unilaterally placed him in that position contrary to the municipal code. This also means that by necessity the Deputy City Manager and/or the Mayor are acting at times as the administrative head which neither

have the authority to do. This has gone on for two weeks and only on Jan. 23rd did the DCM try to walk back his claimed titles of Interim City Manager.



City of Cottonwood, Arizona  
City Council Agenda Communication



 Print

Meeting Date:	February 6, 2024
Subject:	Discussion of Legal Services Proposals and Potential Award of Contract
Department:	HR
From:	Amanda Wilber, Human Resources Director

**REQUESTED ACTION**

Please review legal services proposals and select a firm to work with moving forward.

**SUGGESTED MOTION**

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

Option 1: "I move to enter into an agreement with Gust Rosenfeld to perform legal services for the City of Cottonwood as proposed, utilizing an hourly billing schedule, and authorizing the (Interim City Manager or Mayor or other designee) to accept the firm's retainer letter for services."

Option 2: "I move to enter into an agreement with Gust Rosenfeld to perform legal services for the City of Cottonwood, utilizing an hourly billing schedule, authorizing the (Interim City Manager or Mayor or other designee) to accept the firm's retainer letter for services, and authorizing the (Interim City Manager or Mayor or other designee) to negotiate a monthly flat rate after the hourly billings have established an estimated monthly workload."

Option 3: "I move to enter into an agreement with Timothy A. La Sota to perform legal services for the City of Cottonwood as proposed, utilizing an hourly billing schedule, and authorizing the (Interim City Manager or Mayor or other designee) to accept the firm's retainer letter for services."

**BACKGROUND**

On January 9th, City Council gave direction to staff to come back with proposals for

legal services so Council can review interested firms/attorneys utilizing standard submission criteria and select a firm/attorney to represent the City temporarily until a new City Attorney or permanent firm is selected.

Request for proposals were submitted by the following firms/attorneys:

Gust Rosenfeld  
Timothy A. La Sota

At the conclusion of the discussion, Council may decide to enter into a contract to secure the firm of their choice for legal services.

#### JUSTIFICATION/BENEFITS/ISSUES

A solution for legal services is needed to keep the City operating and to provide City Council legal counsel on City matters.

#### COST/FUNDING SOURCE

A legal services contract would be funded through the regular legal department budget and likely undesignated reserves. It is expected that the cost for contracted legal services will cost more than a contracted employee costs. A cost breakdown per hour is included in all proposals.

#### ATTACHMENTS:

File Name	Description	Type
Gust_Rosenfeld_Proposal.pdf	Gust Rosenfeld	Backup Material
Timothy_A._La_Sota_Proposal.pdf	Timothy A. La Sota	Backup Material
Musgrove__Drutz__Kack___Gautreaux__PC.pdf	Musgrove, Drutz, Kack & Gautreaux, PC	Backup Material
Temporary_Legal_Services_RFQ_FY24-HR-01_revised_publication_dates.pdf	Temporary Legal Services RFQ FY24-HR-01	Backup Material
Temporary_Legal_Services_RFQ_FY24-HR-01_-_PSA_revised_publication_dates.pdf	Temporary Legal Services RFQ FY24-HR-01 PSA	Backup Material

JOHN AUSTIN GAYLORD  
*jgaylord@gustlaw.com*

PHONE 602.257.7456  
FAX 602.254.4878

**GUST  
ROSENFELD**  
ATTORNEYS SINCE 1921 P.L.C.

■ ONE E. WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■  
*[gustlaw.com](http://gustlaw.com)*

**GUST  
ROSENFELD**

**Gust Rosenfeld P.L.C.  
Statement of Qualifications/Cost Proposal**

**City of Cottonwood**

**Solicitation:** Temporary Professional Legal Services for the  
City of Cottonwood, Arizona

**FY24-HR-01**

**Prepared For:** Ms. Lisa Lau – Contract/Purchasing  
Administrator

**Submittal Date:** Thursday, February 1, 2024

**Submitted By:** Gust Rosenfeld P.L.C.  
One East Washington Street  
Suite 1600  
Phoenix, Arizona 85004-2553  
John Austin Gaylord  
Phone: (602) 257-7456  
Fax: (602) 254-4878  
jgaylord@gustlaw.com



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John Austin Gaylord  
Gust Rosenfeld P.L.C.  
One East Washington Street, Suite #1600  
602.257.7456  
jgaylord@gustlaw.com

February 1, 2024

The City of Cottonwood  
ATTN: Lisa Lau, Contract/Purchasing Administrator  
827 N. Main Street  
Cottonwood, AZ 86326

Re: City of Cottonwood Temporary Professional Legal Services

Dear Lisa:

We are very pleased to submit this proposal. Our firm has been providing top-quality legal services to Arizona cities and towns for 103 years, and we appreciate the opportunity to share our approach and qualifications.

We are a full-service law firm with offices in Phoenix, Tucson, and Flagstaff. With multiple current city and district attorneys on staff, our firm has unsurpassed knowledge in both complex and everyday local government legal issues such as procurement, elections, environmental law, open meeting law, conflicts of interest, eminent domain, special actions, land use, zoning and development law, issues regarding public airports, police/fire services, personnel/employment law, and employee benefits matters.

To ensure the City receives the level of personal service to which the City Council and staff are accustomed, we propose to provide service with multiple designated attorneys, as well as the entire public law team. John Gaylord would serve as your temporary City Attorney, coordinating the work and attending City Council meetings, with Andrew McGuire, Michael Goodman, with the rest of our public law team in Phoenix and Flagstaff providing direct support.

Please feel free to contact me with questions or to schedule a meeting should you like to discuss our qualifications in greater detail. You can reach me on my direct line at 602-257-7456.

Sincerely,



John Austin Gaylord  
For the Firm

## RESUMES



### John Austin Gaylord

602.257.7456 / jgaylord@gustlaw.com

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John (“Austin”) Gaylord’s practice focuses on public law, including representing

cities, towns, and counties. Before joining Gust Rosenfeld, he represented the City of Mesa and served as in-house counsel to a sovereign state. As an experienced general counsel, he assists public entities with diverse matters including land use, public records, construction law, annexations, civil rights, code enforcement and compliance, procurement, utilities, water resources, and litigation.

## PROFESSIONAL ASSOCIATIONS

- State Bar of Arizona
- American Bar Association
  - State and Local Government Law Section
  - Environment, Energy and Resources Section
- Phoenix Committee on Foreign Relations

## PROFESSIONAL RECOGNITION

- Phoenix Magazine 2022 Top Lawyers – Land Use and Environmental Law

## PRACTICE GROUP

- Public Law

## AREAS OF FOCUS

- General Representation for Public Entities

## EDUCATION

- Sandra Day O’Connor College of Law, Arizona State University (J.D., 2012)
  - Editor-in-Chief, The Law Journal for Social Justice
  - Pedrick Scholar
  - CALI Excellence for the Future Awards
- Arizona State University (Master of Public Administration)
- Arizona State University (B.A., Political Science and History, magna cum laude)

## ADMISSIONS

- Arizona (2012)



## Andrew J. McGuire

602-257-7664 / amcguire@gustlaw.com

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Andrew McGuire focuses his practice in the areas of government and municipal

law with an emphasis on public finance, special districts, real estate, land use, and zoning. His experience includes public finance, impact fees, annexation law, improvement districts, general municipal law, election law, code enforcement, contract and procurement law, open meeting law, and condemnation. He currently serves as Town Attorney for several Arizona municipalities.

Prior to joining Gust Rosenfeld, Andrew was a member of a local law firm where he served as District Counsel to an Arizona sanitary district in addition to his work as City/Town Attorney. Andrew also represents Arizona Native American Communities and Counties in solid waste and real property matters. He is AV® Preeminent™ rated by Martindale-Hubbell®, representing the highest rating in legal ability and ethical standards.

### PROFESSIONAL ASSOCIATIONS

- National Association of Bond Lawyers
- State Bar of Arizona
  - Public Lawyers Section
- Arizona Planning Association
- Arizona City Attorneys Association (Past President)

### PROFESSIONAL RECOGNITION

- The Best Lawyers in America®, Land Use and Zoning Law, Municipal Law; Real Estate Law (2019-2024)
- Phoenix Magazine 2023 Top Lawyers – Government and Administrative; Land Use and Environmental Law

### PRESENTATIONS & PUBLICATIONS

- Panelist, “Asking the Necessary Questions: How to Navigate Bond and Ballot Initiatives,” Arizona City/County Management Association (January 2024)

### PRACTICE AREAS

- Public Law
- Public Finance
- Real Estate

### AREAS OF FOCUS

- Municipal Government
- Special Districts
- Land Use
- Zoning Law

### EDUCATION

- Gonzaga University School of Law (J.D., 1995)
- Arizona State University (B.S., Urban Planning, 1992)

### ADMISSIONS

- Arizona (1995)
- U.S. District Court, District of Arizona (1999)



- Speaker, “Case Study: Short-Term Rentals in Paradise Valley,” Arizona City Attorneys Association (April 2023)
- Speaker, “Impact and Utility Fees: Recent Case Law Impacts,” Arizona City Attorneys Association (April 2023)
- Speaker, “Ethical Challenges for Municipal Attorney: Identifying your Client; Confidentiality; Privilege; and Other Issues,” Arizona City Attorneys Association (May 2021)
- Speaker, “Best Practices: Remote and Virtual Public Meetings,” Arizona Municipal Clerks Association (April 2021)
- Speaker, “Navigating the World of Impact Fees,” Growth and Infrastructure Consortium (October 2018)
- Speaker, “Historic Preservation – Phoenix, Arizona” (2018) Shanghai International Academic Forum on Almanac, Shanghai Chronicles Office (October 2018)
- Speaker, “Infrastructure: Viable Economic Development Incentive?” Arizona Association for Economic Development (March 2017)
- Speaker, “Infill Incentive Districts,” Arizona City Attorneys Association (June 2015)
- Speaker, “The Sandbox Rules: Basics of Intergovernmental Agreements,” Arizona City Attorneys Association (May 2014)
- Speaker, “Koontz v. St. Johns River Water Management District,” Gust Rosenfeld City Attorneys Lunch & CLE Series (March 2014)
- Speaker, “Open Meetings and Conflicts of Interest,” Mesa City Council (October 2013)
- Speaker, “The Balanced Approach to a Capital Improvement/Infrastructure Improvement Program,” Growth and Infrastructure Consortium (October 2013)
- Speaker, “National Trends on Infrastructure Funding – The “GIC” Resource,” Government Finance Officers of Arizona (August 2013)
- Speaker, “Frequently-Asked Questions in Implementing SB 1525,” League of Arizona Cities and Towns (February 2013)
- Speaker, “Unintended Consequences of Developer Agreements,” Growth and Infrastructure Consortium (October 2012)
- Speaker, “Arizona Impact Fees Under SB 1525”, Growth & Infrastructure Consortium (October 2011)
- Speaker, “Impact Fees: Interim Implementation Requirement of SB 1525,” Government Finance Officers of Arizona Budget Forum (October 2011)
- Speaker, “A Robust Discussion Concerning an Issue Critical to Arizona’s Development Future,” Urban Land Institute Arizona (October 2011)

## COMMUNITY INVOLVEMENT

- Arizona State University School of Geographical Sciences and Urban Planning (Faculty Associate)
- Arizona Town Hall



## Michael C.S.J. Goodman

602-257-7672 / mgoodman@gustlaw.com

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Michael Goodman's practice focuses on government, municipal, and public law.

He handles municipal matters including land use, development, open meeting law, conflict of interest, public records, construction law, elections, campaign finance law, annexations, civil rights, code enforcement and compliance, community facilities districts, procurement, utilities, and water resources.

Michael earned his J.D. from the Sandra Day O'Connor College of Law at Arizona State University and his B.S. in Sociology from Arizona State University. While in law school, he gained legal experience externing and law clerking for various law firms and organizations, including the City of Tempe and the U.S. Department of the Interior, and by practicing as a Certified Limited Practice Student through the ASU Civil Litigation Clinic.

### PRACTICE AREAS

- Public Law

### EDUCATION

- Sandra Day O'Connor College of Law, Arizona State University (J.D., 2020)
  - CALI Award – Natural Resources
- Arizona State University (B.S., Sociology, summa cum laude, 2015)

### ADMISSIONS

- Arizona (2021)

### PROFESSIONAL ASSOCIATIONS

- State Bar of Arizona

### COMMUNITY INVOLVEMENT

- Board of Osteopathic Examiners in Medicine and Surgery, Board Member (2021-present)



**STATEMENT OF MUNICIPALITIES, COUNTIES, AND OTHER PUBLIC AGENCIES**

Gust Rosenfeld currently serves as the City/Town Attorney for several Arizona municipalities, and we represent many of the 91 incorporated cities and towns in Arizona in some capacity. In addition to municipalities, our attorneys represent most Arizona school districts, as well as counties and special taxing districts (improvement districts, community facilities districts, flood control districts, etc.) throughout the state. Our experience and expertise in representing public entities is the central defining characteristic of our firm. It would be very difficult to list every public entity that Gust Rosenfeld has represented. Below is a partial list of our firm's current and recent past public law clients.

- Apache County
- Apache Junction, City of
- Avondale, City of
- Buckeye, City of
- Bullhead City
- Casa Grande, City of
- Cave Creek, Town of
- Chandler, City of
- Cochise County
- Coconino County
- Coolidge, City of
- Fountain Hills, Town of
- Goodyear, City of
- Kingman, City of
- Lake Havasu City
- La Paz County
- Maricopa County
- Mesa, City of
- Navajo County
- Oro Valley, Town of
- Page, City of
- Parker, Town of
- Payson, Town of
- Pima County
- Phoenix, City of
- Prescott, City of
- Sahuarita, Town of
- Surprise, City of
- St. Johns, City of
- Tempe, City of
- Tolleson, City of
- Willcox, City of
- Winslow, City of
- Yavapai County
- Yuma, City of
- Yuma County

John Gaylord has worked in-house for the City of Mesa, for Maricopa County, for the Arizona Prosecuting Attorneys' Advisory Council, and for a sovereign state. His most recent municipal clients include the towns of Chino Valley, Florence, Gilbert, Miami, Paradise Valley, Quartzsite, and Wellton, and the cities of Bisbee, Buckeye, Cottonwood, Litchfield Park, Sedona, and Page. Andrew McGuire currently serves as City, Town, or District Attorney in several Arizona jurisdictions, and has served in both long-term and interim capacities for numerous municipalities over nearly three decades of municipal practice. Michael Goodman represents a wide variety of Cities, Towns, Counties, School Districts, and Special Taxing Districts around the state on diverse matters.

**AREAS REQUIRING SPECIFIC LEGAL EXPERTISE**

Based on the information provided in the RFQ we believe that John Gaylord, Andrew McGuire, and Michael Goodman possess the legal expertise to handle the vast majority of issues that are likely to arise. Of course, there may be occasional exceptions, and on these occasions the City will benefit from the combined expertise of our larger partnership.

A City Attorney must be candid with the City Council if an issue outside his or her individual experience or expertise arises. A City Attorney must never "shoot from the hip," but instead should promptly seek the proper expertise to address the situation. Fortunately for the attorneys at Gust Rosenfeld, the necessary expertise is almost always right down the hall.

We are a full-service law firm with full practice groups devoted to litigation and to transactional work. We have in-house expertise in diverse areas including appellate advocacy, aviation law, education law, elections law, environmental law, land use and zoning, public finance, real estate, and intellectual property. We would be very happy to provide additional information about these or other practice areas within our firm.

In our experience, most legal issues can be handled very well by a Gust Rosenfeld attorney. On the rare occasion that this is not the case, we would draw upon our deep network of connections to help identify an appropriate and qualified attorney.

#### **PROFESSIONAL REFERENCES**

Town of Chino Valley:

Cindy Blackmore, Town Manager  
Phone #: (928) 636-2646 ext.1202  
Email: cblackmore@chinoaz.net

Town of Paradise Valley:

Andrew Ching, Town Manager  
Phone #: (480) 348-3533  
Email: aching@paradisevalleyaz.gov

City of Buckeye:

K. Scott McCoy, City Attorney  
Phone #: (623) 349-6982  
Email: smccoy@buckeyeaz.gov

#### **OFFICE SUPPORT AND RELIABLE BACKUPS**

Our office is fully staffed with administrative and paralegal support, and each administrative staff member has a designated “backup” when he or she is sick or on vacation.

Our attorneys utilize a team-based approach, which means that there are always at least two attorneys with general knowledge of a client’s pending projects and priority issues. Our attorneys also use electronic file management, which means that if one attorney is unexpectedly unavailable, another attorney can quickly access relevant client documents and complete pending tasks. John, Andrew, and Michael will coordinate closely to ensure that the City’s meetings are appropriately staffed and that the City’s legal work is delivered on time. When appropriate, they will draw upon other public law attorneys from the Phoenix and Flagstaff offices for additional coverage. There will never be a time that our firm is unable to provide the City with a timely response by a qualified public law attorney.

#### **DISCIPLINARY PROCEEDINGS**

None of our attorneys are or have been the subject of professional discipline.

**STATEMENT AND DESCRIPTION OF CLAIMS AND CIVIL LITIGATION**

Gust Rosenfeld is currently a party in one litigation matter: Legacy Cares Acquisition of AZ, LLC v. B.C Ziegler and Company, Inc., et al. (Maricopa County Superior Court no. CV2023-017231). This case involves the development of a sports park in Mesa, Arizona. The role of Gust Rosenfeld was to issue a legal opinion on the tax-exempt status of bonds issued by the Arizona Industrial Development Authority; our firm had no role in the development or operation of the sports park, but has been named in the lawsuit with several other defendants. Gust Rosenfeld has filed a motion to dismiss the action for failure to state any viable claim against the firm, and that motion is currently pending.

It is not clear from the RFQ whether the City is seeking information on historical (as opposed to current) litigation. If the City wants information on previous litigation, we would be happy to compile a list. However, given that Gust Rosenfeld is a 103-year-old law firm, we would appreciate it if the City could limit the request to a relevant time period.

**INSURANCE**

We intend to keep the shown policy in full force and effect for the duration of our contract with the City, and will promptly inform you of material changes.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/11/2024

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

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

<b>PRODUCER</b> Brown & Brown Insurance of AZ, Inc. 2800 N CENTRAL AVE STE 1100 P.O. Box 2800 Phoenix AZ 85004		<b>CONTACT NAME:</b> Kim Noetzel <b>PHONE (A/C, No, Ext):</b> 602-664-7025 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kim.noetzel@bbbrown.com															
<b>INSURED</b> Gust Rosenfeld P.L.C. One East Washington St # 1800 Phoenix AZ 85004		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B: Travelers Casualty &amp; Surety Company of America</td> <td>31184</td> </tr> <tr> <td>INSURER C: Allmerica Financial Benefit Insurance Company</td> <td>41840</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Sentinel Insurance Company	11000	INSURER B: Travelers Casualty & Surety Company of America	31184	INSURER C: Allmerica Financial Benefit Insurance Company	41840	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Sentinel Insurance Company	11000																
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INSURER C: Allmerica Financial Benefit Insurance Company	41840																
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** **CERTIFICATE NUMBER:** 1155640507 **REVISION NUMBER:**

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

INS LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		59GBABI6834	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			59GBABI6834	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 510,000			59GBABI6834	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W24H052843-04	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
B	Commercial Crime/Fiduciary/D&O Deductible \$ 10,000			105613960	10/1/2023	10/1/2024	Private D&O Fidelity Crime 1,000,000 2,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is Listed as additional insured with respect to General Liability  
 Location: One East Washington Street #1800 Phoenix, AZ 85004

## CERTIFICATE HOLDER

## CANCELLATION

At the Corner of People & Place P.O. Box 5380 San Luis Obispo CA 93403-5380	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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January 11, 2024

Gust Rosenfeld P.L.C.  
One East Washington Street  
Suite 1600  
Phoenix, AZ 85004-2553

To Whom It May Concern:

**CONFIRMATION OF INSURANCE**


We hereby confirm that Gust Rosenfeld P.L.C. has Professional Liability Coverage under Policy LPL-1683-2024 with an annual limit of \$10,000,000 per claim and \$20,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$175,000 each claim up to an aggregate of \$350,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2024 to January 1, 2025.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,  
A RISK RETENTION GROUP

By:   
Nancy J. Montroy  
Vice President – Director of Underwriting

Date: 1/11/2024

311 S. Wacker Drive, Suite 5700  
Chicago, IL 60606-6629  
tel 312.697.6900  
fax 312.697.6901





**CRIMINAL CONVICTIONS**

None.

**RELEVANT VOLUNTEER AND PROFESSIONAL EXPERIENCES**

Please see resumes on pages 2 through 5 of this proposal. Our public law attorneys regularly present to and participate in conferences, roundtables, and working groups organized by the League of Arizona Cities and Towns and by the Arizona City Attorneys' Association. We also serve on regulatory boards, participate in civic organizations, teach at institutes of higher education, and mentor young professionals.

**COST PROPOSAL**

Our firm enters time on a daily basis and transmits monthly bills through its accounting department. The date, task entry, time expended, and attorney working on the matter are identified on each bill.

We propose to provide the general legal services identified in the RFQ<sup>1</sup> at a 15% discount off our standard hourly rates. For John Gaylord, this discounted rate is \$280.50 per hour; for Andrew McGuire, the rate is \$360; for Michael Goodman, the rate is \$230.

We would be more than happy to establish a flat monthly fee for this work. In that event, we would treat the monthly fee as a "not to exceed" amount, meaning that we would not bill you anything above an agreed monthly cap. We would still track our hours and send you detailed bills, so that you can see what you are getting for your money. However, it is difficult for us to propose a fair flat fee without more information about your anticipated workload. We propose to either: 1) discuss your legal needs and expectations, and identify a mutually-agreeable flat fee, during the evaluation phase of this RFQ; or 2) bill hourly for the first 2-4 weeks, and use that information to establish a mutually-agreeable flat fee moving forward.

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<sup>1</sup>General Legal Services identified in the RFQ would include: "providing legal advice and guidance; reviewing, preparing, or directing the preparation of legal documents; presenting, directing and/or monitoring civil and criminal cases to which the City is a party; responsibly managing the City's available resources; developing, interpreting, and implementing policies; administering contracts for additional legal services as necessary, and otherwise representing the City's legal interests."

These services would not include litigation, municipal finance (bond) services, or "special services" including but not limited to legal advice related to water, federal tax law, and environmental issues. If these additional services are requested by the City, we would propose an appropriate fee structure specific to those services and seek the City's written agreement before moving forward.

*Timothy A. La Sota, PLC*

2198 East Camelback, Suite 305

Phoenix, Arizona 85016

P 602-515-2649

[tim@timlasota.com](mailto:tim@timlasota.com)

January 30, 2024

**Via Fed-Ex to:**

Purchasing Division, City of Cottonwood  
821 N. Main St.  
Cottonwood, AZ 86326  
Attn: Lisa Lau

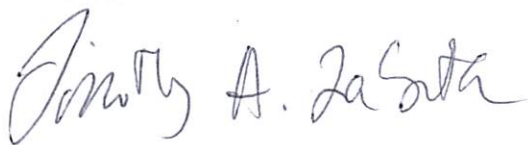
**Re: Solicitation Invitation No. FY24-HR-01**

Greetings:

Timothy A. La Sota, PLC is happy to provide the attached response to Solicitation Invitation No. FY24-HR-01. I aver that if awarded the contract, the firm is available to begin providing services under the contract by February 12, 2024 (and in fact immediately), as required to be considered.

Very truly yours,

**TIMOTHY A. LA SOTA PLC**

A handwritten signature in dark ink, appearing to read "Timothy A. La Sota". The signature is fluid and cursive, with the first name "Timothy" being more prominent and the last name "La Sota" following in a similar style.

Timothy A. La Sota

**REQUEST FOR STATEMENTS OF QUALIFICATIONS/COST  
PROPOSALS FOR  
TEMPORARY PROFESSIONAL LEGAL SERVICES FOR THE CITY OF  
COTTONWOOD  
FY24-HR-01**

**Proposer Timothy A. La Sota, PLC's Statement of  
Qualifications/Cost Proposal**

**(Proposer's Responses are in bold)**

1. A resumé or other statement of the proposer's education and general legal experience (including experience relating to municipal matters in areas including, but not limited to, planning and land use, airports, personnel, general claims, water, elections, public records, procurement and contracts, and various other public entity matters), previous and current employer(s), dates of employment, scope/areas of practice, bar admissions, etc. To the extent practicable, proposers should provide a breakdown of the various subject matter areas in which they do or have recently practiced, expressed as a percentage.

**Timothy La Sota's resume is attached. (Attachment A). Also attached is a more detailed description of some of the relevant work performed by Timothy La Sota. (Attachment B). Proposer's estimated break down for his practice as follows:**

**40%, election law.**

**35%, general government practice.**

**25%, land use law.**

2. A statement of any and all municipalities, counties, or other public agencies with which the proposer has been employed in any capacity, or for which the proposer has provided professional services.

**Cochise County and Cochise County Recorder  
City of Scottsdale  
Pinal County  
Pima County  
Governor's Regulatory Review Council  
State of Arizona, Attorney General's Office  
Arizona Secretary of State Michele Reagan  
Arizona Corporation Commission  
Maricopa County Community College District**

3. A separate description of the proposer's specific plan to address any areas requiring legal expertise that would not be able to be met by the proposer directly.

**It is unclear whether there would be any areas of legal expertise that Proposer will be unable to meet. Though Proposer has significant experience in many of the areas of obvious or likely relevance to the City of Cottonwood, nobody can be an expert in every legal subject. To the extent necessary, Proposer will secure expertise from firms with expertise in that subject. Proposer frequently involves other firms in various projects, and has a long list of trusted and competent firms he has worked with and is familiar with that can be utilized.**

4. Names and current contact information of three professional references.

**A. Laurin Hendrix, Member, Arizona State House of Representatives. 480-232-7862, [lhendrix@azleg.gov](mailto:lhendrix@azleg.gov).**

**B. Ted Vogt, Vice President, Legislative and Regulatory Affairs, Traversant Group. 520-269-2463, [ted@traversantgroup.com](mailto:ted@traversantgroup.com).**

**C. Jeffrey W. Crockett, Principal, Crockett Law Group. 602-999-4188, [jeff@jeffcrockettlaw.com](mailto:jeff@jeffcrockettlaw.com).**

5. A description of the proposer's office support, and any current or proposed arrangements the proposer has to provide reliable back-up in the case of conflicts or absences due to illness, vacation, etc.

**Proposer's office staff includes an Assistant. In addition, Proposer has secured an agreement to add an associate attorney. Mr. La Sota may add the associate in any event but will do so in the event this contract is awarded to Mr. La Sota. Mr. La Sota also has a significant list of trusted and highly capable attorneys at other law firms that he utilizes when he cannot complete work. But Mr. La Sota would be the one completing the work pursuant to this contract.**

6. A statement and complete description of all past and current disciplinary proceedings involving the proposer, including the dates and disposition of any such proceedings; or a statement that the proposer has not been subject to professional discipline.

**I have no current disciplinary matters pending. To my knowledge I have had two bar complaints filed against me in my over 22 years as an attorney. The most recent was closed in 2023 before I even knew about it and in fact I heard about it second hand, from a source other than the state bar. The other was closed quickly, in 2022, though I was contacted by a state bar investigator. After a short conversation and a small amount of documentary evidence I provided, the investigator concluded that there were no grounds to believe I had committed any ethical violation and closed the matter.**

7. A statement and complete description of all claims and civil litigation filed by or against the proposer in his/her/its professional capacity, or a statement that the proposer has not been involved in any such litigation.

**I have never had a claim submitted against me or a lawsuit filed against me in my professional capacity and I do not believe in any capacity at all.**

**I have been involved in extensive litigation, but nothing has involved my suing someone on behalf of myself or my law practice, or having another attorney sue for me or my law practice. As to litigation I have represented, as an attorney, please see attached resume along with detailed description of practice.**



8. A copy of the proposer's current professional liability insurance policy, and a statement of the proposer's intent to keep that policy in force throughout the term of any agreement with the contracting municipalities (which names the municipalities as additionally insured, and which is primary to the municipalities' insurance); or a statement that the proposer either will obtain insurance immediately upon receiving a contract, or does not have professional liability insurance and either cannot or does not intend to obtain it.

**Please see attached. (Attachment C). It is the Proposer's intent to keep that policy in force throughout the term of any agreement with the contracting municipality, Cottonwood, and in the event I am awarded a contract I commit to having Cottonwood named as an additional insured, and understand and agree this would be primary to Cottonwood's insurance.**

9. A statement and complete description of any criminal convictions involving the proposer in the last 10 years.

**None.**

10. A statement/description of any other volunteer or professional experiences that the proposer feels are relevant to the position; honors and awards; peer review ratings; etc.

**I have volunteered for a number of philanthropies over the years, including St. Vincent de Paul, Andre House, and the St. Thomas More Society. But I would point specifically to my service for Goodwill Industries of Central and Northern Arizona. Currently I am a Board Member and Secretary for the Board. I have been since 2023, and served terms as a Board Member from 2003 to 2009 and again from 2015 to 2021.**

**I have also served on the State Bar of Arizona's Appointments and CLE Committees.**

11. Cost proposal. Preference will be given to proposals that provide cost certainty to the contracting jurisdictions, i.e., fixed-fee proposals. However, to the extent that a proposer proposes a different basis of compensation, include all additional costs that are proposed to be charged to the contracting jurisdictions, and the proposed billing rates for all personnel who may provide services under the respective contracts, including paralegals and legal assistants.

**The proposed billing rate is \$295 per hour for attorney work, which is Timothy La Sota's standard government billing rate and the billing rate on his most recent contract with the Attorney General's Office. That rate was set several years ago so it would likely be higher if that rate were set today. There will be no additional costs to the City for support personnel. No charges for travel expenses will be billed to the Town. Proposer does not anticipate any other out of pocket expenses, and would agree to seek prior approval from the City before incurring any, if any possible expenses do arise.**

12. Reference letters (optional).

Please see attached. (Attachment D).

# **Attachment A**

## Resume

**TIMOTHY A. LA SOTA**  
2198 EAST CAMELBACK ROAD SUITE 305  
PHOENIX, ARIZONA 85016  
602-515-2649

**Current  
Employment**

**Timothy A. La Sota, PLC**

*Principal* (May 2015 to current)

Firm specializes in government practice, including lobbying, election law, regulatory, administrative and licensing law, land use, and specialized litigation involving governmental entities as clients as well as adversaries. Government clients represented by the firm include the Arizona Attorney General's Office, the Arizona Corporation Commission, the Governor's Regulatory Review Council, Pima County, Pinal County, as well as to various elected officials, including Governors and other statewide elected officials, members of Congress, mayors, and legislators.

**Work  
Experience**

**Arizona Corporation Commission**

*Acting General Counsel* (January 2017-May 2017)

Joined the Corporation Commission on a temporary basis to make significant and necessary organizational changes within the Legal Department. Advised Corporation Commission on all aspects of government law, including conflicts of interest, public records and open meetings law. Advised Corporation Commission as chief attorney during public meetings.

**Tiffany and Bosco, P.A.**

*Shareholder* (June 2012-May 2015)

Led the firms' government practice, assisted clients in the areas of government relations, election law, regulatory and licensing law, procurement and land use. Acted as counsel to various elected officials and governmental entities on a wide variety of issues related to government operations and law.

**Rose Law Group**

*Attorney* (December 2010-June 2012)

Practiced in the areas of government relations, election law, procurement and land use. Led the firms' legislative efforts on behalf of various clients, including municipal government and development clients. Also assisted clients in land use and regulatory matters, and in matters dealing with public records and open meetings. Advised various mayors, mayoral candidates and council candidates on various matters related to operation of government and election law.

**City of Scottsdale Mayor's Office**

*Chief of Staff to Mayor Jim Lane* (January 2009-December 2010)

Supervised the Mayor's staff and acted as a liaison between the Mayor and City Council and city staff, advocating for the Mayor's agenda and ensuring that action taken by Council is implemented faithfully by city staff. Serve as top advisor to the Mayor on legislative matters and all city affairs.

**Maricopa County Attorney's Office**

*Special Assistant County Attorney/Bureau Chief* (January 2005-January 2009)

Served as lead lobbyist for the County Attorney's Office during the legislative session. Assisted the County Attorney and administration on matters of public policy, special projects and legal assignments, and was a key political advisor to the County Attorney on issues of office policy and political matters.

**Education**

**Arizona State University College of Law** J.D., May 2000  
*Cum Laude*

**University of Colorado at Boulder** B.S. Finance, May 1996  
*Cum Laude*

**Community  
Activities**

Former General Counsel, Arizona Republican Party; Goodwill of Central and Northern Arizona, Past Secretary and current member of Board of Directors; The Federalist Society, Past President, ASU College of Law and Phoenix Lawyers Chapter; State Bar of Arizona Appointments and CLE Committee, past member

**Governmental  
Clients**

State of Arizona, Arizona Attorney General's Office, Arizona Corporation Commission, Cochise County, Pima County, Pinal County, Sun Lakes Fire District, Maricopa County Community College District (parliamentarian and board open meeting advisor)

**Other**

Skilled in media relations, high profile cases, and crises management; have represented Governors, Members of Congress, Mayors, and other high-profile officials; regular contributor to media outlets; appearances on Fox News (national); Headline News (national), all major local networks; numerous opinion pieces published in newspapers

**Recent Successful Litigation Efforts**

The following represent a sampling of court cases that have been successfully concluded and in which Timothy A. La Sota played the principal role, including in person court appearances and argument.

1. *John Castro v. Donald J. Trump*, United States District Court, District of Arizona, case no. 2:23-cv-01865 (November 2023).

Successfully defended former President Trump in the face of a lawsuit to remove him from the Arizona Presidential Primary ballot.

2. *Voice of Surprise v. Hall*, 255 Ariz. 510 (2023).



Prevailed in the Arizona Supreme Court in persuading that Court that the City of Surprise had acted illegally in refusing to process a ballot measure petition.

3. *Isabel v. Reagan*, 987 F.3d 1220 (9<sup>th</sup> Cir. 2021).

Hired by the Arizona Attorney General's Office and successfully defended former Secretary of State Michele Reagan in the Ninth Circuit Court of Appeals on an issue related to eligibility to vote.

4. *Humphrey v. Scottsdale Worship Center Inc.*, 2021 WL 1042376 (Ariz.App. 2021).

Successfully sued to enforce restrictive covenants, prevailing in an appeal to the Arizona Court of Appeals.

5. *Arizona EZ 8 Motels, LLC v. City of Phoenix*, Maricopa County Superior Court, LC2021-000207-001 (March 2022)

Successfully sued the City of Phoenix to require the City to recognize a lawful nonconforming right to place a billboard on a piece of private property.

6. *Jonathan Stein v. City of Buckeye*, Maricopa County Superior Court, CV 2019-006142 (May 2020).

Successfully sued the City of Buckeye on the City of Buckeye's erroneous interpretation of Arizona law and its municipal code. The matter proceeded to the Court of Appeals, which reversed the trial court and remanded.

# **Attachment B**

## **Relevant Practice Area Description**

## **Timothy A. La Sota, PLC**

### **Detailed Description of Practice Areas**

#### **1. Land Use, Zoning and Planning Law**

Mr. La Sota, principal of Timothy A. La Sota, PLC, is a preeminent land use attorney in this State, and likely represents more individuals and businesses who are not the zoning change applicant in the zoning process than any other attorney in the State. One local example is Mr. La Sota's successful representation of various individuals opposed to a zoning change in Cottonwood at 1432 South Silverado Drive. The Council rejected this change at a meeting on February 21, 2023.

Mr. La Sota has been involved in numerous other zoning cases both on behalf of the zoning amendment applicant as well as opponents. And sometimes those opposed support the zoning change in the end, sometimes due to work by Mr. La Sota in seeking compromise and concessions from the applicant.

Most recently, on behalf of a \$150 million hotel project, Mr. La Sota was the lead attorney in the successful opposition to zoning case 2-ZN-2023 in Scottsdale, at 7323 East Shoeman Lane. This effort culminated in the Council's rejection of this zoning change on January 9, 2024.

Cases in which Mr. La Sota represented the applicant include the following zoning amendments, which were all successful:

1. Optima McDowell Mountain Village, 20-ZN-2002#4, approved by Scottsdale City Council in November of 2022.
2. Scottsdale Collection, 9-ZN-2020, 9-AB-2020, approved by Scottsdale City Council in December of 2020.
3. One Scottsdale, 20-ZN-2002#3, approved by Scottsdale City Council in June of 2016.
4. Outpost, 10-ZN-2015, rezoning and major general plan amendment approved by the Scottsdale City Council in December of 2015.

In addition to the projects named above, successful opposition to zoning amendments have included but are not limited to the following:

1. Southbridge, Scottsdale. Mr. La Sota led opposition efforts at the City Council. After the matter passed on a 4-3 vote, Mr. La Sota drafted the referendum and successfully defended it in Court in early 2020. *Unger v. Jagger*, Maricopa County Superior Court, No. CV2020-001752.
2. Food Truck campus, 1439 N. Power Road, Mesa. Mr. La Sota represented nearby homeowners in successfully opposing food truck campus in immediate vicinity.
3. La Paz County proposed smelter, 70050 Highway 60, Wenden, AZ. Mr. La Sota represented numerous homeowners, residents and businesses in successfully opposing this project in 2019.

Land use litigation that Mr. La Sota has been involved with includes the following, though this is just a sampling of the litigation he has been involved with concerning land use:

1. *Voice of Surprise v. Hall*, 255 Ariz. 510 (2023).

Prevailed in the Arizona Supreme Court in persuading that Court that the City of Surprise had acted illegally in refusing to process a ballot measure petition.

2. *Arizona EZ 8 Motels, LLC v. City of Phoenix*, Maricopa County Superior Court, LC2021-000207-001 (March 2022).

Successfully sued the City of Phoenix to require the City to recognize a lawful nonconforming right to place a billboard on a piece of private property.

3. *Humphrey v. Scottsdale Worship Center Inc.*, 2021 WL 1042376 (Ariz.App. 2021).

Successfully sued to enforce restrictive covenants, prevailing in an appeal to the Arizona Court of Appeals.

4. *Koo v. City of Scottsdale*, No. 1 CA-CV 23-0316.

This case involves a challenge Mr. La Sota filed on behalf of a client to the City of Scottsdale's denial of a variance. Oral arguments are next week in the Arizona Court of Appeals.

5. *Palmer v. City of Phoenix*, 242 Ariz. 158 (Ariz.App. 2017).

This case involved an unsuccessful challenge to the City of Phoenix's decision to abandon public property to Grand Canyon University.

## **2. Government Practice (laws related to open meetings, public records, personnel, general claims, procurement and contracts, and other laws relating to elected officials)**

Mr. La Sota has advised various public agencies as to their particular powers and duties as an agency. Mr. La Sota has advised the Arizona Corporation Commission as its General Counsel, the Governor's Regulatory Review Council, the Maricopa County Community College District, Maricopa County, Pima County, and various fire districts on regulatory matters.

Mr. La Sota's experience in providing legal services and advice to governmental entities spans over twenty years and extends to the courtroom also. Mr. La Sota has been successful at the trial level and appellate level in representing clients on various matters of civil litigation. Some of these matters are described directly below. Mr. La Sota is also an expert on First Amendment law as it relates to campaign finance regulations and also as it pertains to governmental entities generally.

The following cases and matters demonstrate the breadth of Mr. La Sota's experience.

### Cochise County, *State of Arizona v. Cochise County*, Pima County Superior Court case number C2023-1630

In the spring of 2023, Mr. La Sota won a major victory for Cochise County and the Cochise County Recorder in Superior Court. Cochise County and its Recorder were sued by the Arizona Attorney General over duties that the County contracted with the Recorder for to administer elections. Mr. La Sota litigated this matter and secured dismissal of the lawsuit, with no relief granted to the Attorney General. The Attorney General sought not to appeal.

### Governor's Regulatory Review Council

In 2018, Mr. La Sota provided legal advice to the Governor's Regulatory Review Council in relation to a dispute with the Arizona Clean Elections Commission over a rule that the Governor's Regulatory Review Commission believes has expired. In relation to this, Mr. La Sota has also provided legal advice on a variety of general government matters.

### Arizona Corporation Commission

Mr. La Sota served as Interim General Counsel to the Commission from January 2017 to June of 2017, assisting the Commission through a transition period and helping secure a non-interim General Counsel. In this capacity, Mr. La Sota assisted the Commission in compliance with all laws and regulations, including open meetings laws, public records laws, and personnel, contract and conflict of interest laws.



Mr. La Sota, after his service concluded as General Counsel, was retained by the Commission in *Burns v. APS, et al.*, *Burns v. ACC*, Maricopa County Maricopa Superior Court, No. CV2017-001831 and Arizona Supreme Court, No. CV-17-0249-SA.

This litigation was filed by Commissioner Robert Burns seeking certain documents from Arizona Public Service Company. The Corporation Commission was named as a Defendant, and its motion to dismiss was granted by the Court, concluding the matter successfully at the Superior Court level. Mr. La Sota also represented the Commission in a special action filed by Commissioner Burns with the Arizona Supreme Court. The Supreme Court denied jurisdiction.

Maricopa County Community College District

Mr. La Sota has served as Parliamentarian to the District's Board and advises the Board on various matters related to open meetings, constitutional, and First Amendment law.

Pinal County Board of Supervisors—Anthony Gonzalez v. Jill Broussard, Pinal County School Superintendent and Pinal County, Pinal County Superior Court No. CV2013-03150. Mr. La Sota represented Superintendent Broussard in litigation, which concluded successful with a walk away agreement to dismiss.

Arizona Corporation Commissioner Robert Stump—Checks and Balances v. Robert Stump, Maricopa County Superior Court No. LC2015-000453.

Mr. La Sota represented Arizona Corporation Commissioner Bob Stump in a lawsuit filed against Commissioner Stump by preeminent attorney Dan Barr (now Chief Assistant Attorney General) of the law firm Perkins Coie. The Plaintiff in the case was attempting to secure certain documents, texts and emails that Mr. La Sota argued were not public records and not subject to disclosure. The Plaintiff was also seeking to sue Commissioner Stump for alleged destruction of public records.

Mr. La Sota filed a successful motion to dismiss on both counts, arguing that all public records had been produced. In addition, though the defense denied that any public records had been destroyed, the second count was dismissed on the basis of Mr. La Sota's argument that and even if any public records had been destroyed, no private cause of action exists to punish a public official for such an act.

Pima County Supervisor Allyson Miller—Broadway Realty and Trust, et al. v. Pima County Board of Supervisors, et al., Pima County Superior Court Case No.: C20145528.

Mr. La Sota has been retained by the Pima County Attorney's Office to provide legal services to Pima County Supervisor Allyson Miller. Ms. Miller has been listed as a witness in this matter.

Mr. La Sota also has a number of years of experience in the area of procurement and other law related to public contracting. Mr. La Sota has handled or assisted with numerous bid protests and defenses of successful bids. This experience has occurred at the municipal and state level.

Mr. La Sota had a successful bid protest in the Superior Court against the City of Buckeye in *The Buckeye Star v. Meck et al.*, Maricopa County Superior Court Case No. CV2019-006142. This suit resulted in the Court ordering the City to award the disputed contract to Mr. La Sota's client. The contract had been awarded to another entity. The case went to appeal where it was remanded, and the client sought not to pursue it further.

Mr. La Sota has also been involved in a number of other challenges against government bids and the procurement process utilized.

Mr. La Sota is highly familiar with the different statutory powers and duties of governmental entities and how they relate to contract law, including the significant legal distinction, in a governmental setting, between actual authority and apparent authority. This was one of the issues in Mr. La Sota's successful defense of a breach of contract claim against Pinal County in *Anthony Gonzalez v. Jill Broussard, Pinal County School Superintendent and Pinal County*, Pinal County Superior Court No. CV2013-03150.

Mr. La Sota was successful in securing dismissal of the suit with each side to bear its own costs.

Much of Mr. La Sota's legal work that starts out at the administrative level but can and does end up in litigation in Superior Court and then at the Arizona Court of Appeals and Supreme Court. The Darrin Mitchell matter involved telephonic arguments at the Court of Appeals and Supreme Court, and a full oral argument in front of the Court of Appeals.

Mr. La Sota has represented President Trump, Governors, members of Congress, Mayors and Legislators, in many facets of law. These representations have included conflict of interest law, open meetings law, public records laws, and regulatory and election laws.

Mr. La Sota represented then Attorney General Tom Horne on a regulatory/election law complaint that went all the way to the Arizona Supreme Court. *Horne v. Polk*, 242 Ariz. 226, 394 P.3d 651 (2017). In this case, in which Mr. La Sota argued, the Court overturned two lower court decisions upholding a fine for an alleged campaign finance violation. The Court found that the agency that had prosecuted the matter civilly had a conflict of interest and remanded it to the state Attorney General. The new civil prosecutor appointed by the state Attorney General agreed that the evidence did not

support a finding of a violation and negated the \$400,000 fine against Mr. La Sota's client, ending the matter.

Mr. La Sota also won a reported case at the Arizona Court of Appeals on behalf of a nonprofit corporation chaired by Phoenix Councilman Sal DiCiccio. This corporation was sued by detractors of the Councilman, but the matter concluded as a complete success. (*McNamara v. Citizens Protecting Taxpayers*, 236 Ariz. 192, 337 P.3d 557 (App. 2014)).

In *McNamara*, a lawsuit was filed against Citizens Protecting Taxpayers on the eve of Councilman DiCiccio's election in an attempt to damage the Councilman politically. Both this lawsuit and the political agenda behind it were failures as Mr. La Sota promptly secured a denial of injunctive relief and a dismissal of the suit, and DiCiccio was re-elected. On appeal, La Sota successfully argued that the trial court's ruling should stand.

Mr. La Sota has also advised various public officials on state conflict of interest laws. Clients have included Yuma Mayor Al Krieger and State Senator Kate Brophy-McGee.

As to former Mayor Krieger, Mr. La Sota represented him in a fairly lengthy conflict of interest law investigation, which included the Attorney General's Office, that was concluded without action against Mayor Krieger.

Additional clients who Mr. La Sota has represented in conjunction with their official duties include Pinal County Sheriff Paul Babeu (successful resolution of an investigation by the Arizona Attorney General's Office), Surprise Mayor Sharon Wolcott (successful defense of resign-to-run law complaint), Yuma Mayor Al Krieger (successful defense of conflict of interest investigation in which the City of Yuma actually paid Mayor Krieger \$40,000) and Cave Creek Councilman Adam Trenk.

As a Deputy County Attorney with the Maricopa County Attorney's Office, Mr. La Sota was responsible for or assisted with a number of internal investigations of employees.

Mr. La Sota has also provided legal advice relevant to this area of law to various school and fire districts. Mr. La Sota currently represents various public and elected officials with regard to investigations.

### **3. Election Law**

Mr. La Sota is one of the state's preeminent election attorneys. In addition to those matters described above, which involve various areas of election law, Mr. La Sota has handled the following matters:

1. *John Castro v. Donald J. Trump*, United States District Court, District of Arizona, case no. 2:23-cv-01865 (November 2023).

Successfully defended former President Trump in the face of a lawsuit to remove him from the Arizona Presidential Primary ballot.

2. *Voice of Surprise v. Hall*, 255 Ariz. 510 (2023).

Prevailed in the Arizona Supreme Court in persuading that Court that the City of Surprise had acted illegally in refusing to process a ballot measure petition.

3. *Isabel v. Reagan*, 987 F.3d 1220 (9<sup>th</sup> Cir. 2021).

Hired by the Arizona Attorney General's Office and successfully defended former Secretary of State Michele Reagan in the Ninth Circuit Court of Appeals on an issue related to eligibility to vote. This representation included Mr. La Sota arguing in front of the Ninth Circuit Court of Appeals.

4. *Morrissey v. Garner*, 248 Ariz. 408 (2020).

Mr. La Sota sued to invalidate a recall election against Mayor Morrissey, and was successful both in Superior Court and in the Arizona Supreme Court, which issued a published opinion.

5. *Jones v. Biggs*, Maricopa County Superior Court Case number CV2016-015102

In 2016, Mr. La Sota was successful in defending Congressman Biggs in an election challenge filed in Maricopa County Superior Court contesting Congressman Biggs' sixteen vote margin (out of over 110,000 votes cast) over Christine Jones when Congressman Biggs first ran for Congress.

Mr. La Sota has handled numerous ballot measure challenges, both on behalf of ballot measure advocates and opponents. Mr. La Sota also believes he is involved with more candidate petition challenges in Court than any other attorney in the State.

# **Attachment C**

## **Malpractice Insurance Policy**





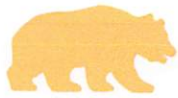
*Golden Bear Insurance Company*

## LAWYERS PROFESSIONAL LIABILITY POLICY

### **Golden Bear Insurance Company**

P.O. Box 271  
Stockton, CA 95201-0271

P: 209.948.8191  
F: 209.948.3026



# Golden Bear Insurance Company

## Lawyers Professional Liability Declarations

Policy Number GAL03000236-01

Named Insured and Mailing Address	Producer
Timothy A. La Sota, PLC 2198 E. Camelback Road, Suite 305 Phoenix, AZ 85016	AmWINS Insurance Brokerage of Arizona, LLC 2111 E. Highland Avenue, Suite B-155 Phoenix, AZ 85016

**Policy Period** from **February 9, 2023** to **February 9, 2024** - 12:01 A.M. Standard Time at the mailing address

**CLAIMS MADE WARNING TO POLICYHOLDER:** This Policy provides coverage on a **Claims Made** and **Reported** basis subject to its terms. Payments made by the **Company** for **Loss** and **Claims Expenses** will reduce the Limit of Liability.

PLEASE READ THE ENTIRE POLICY CAREFULLY. Words or phrases appearing in this Policy in **bold** have special meaning as stated in Section **IX. DEFINITIONS**. These definitions apply to the entire Policy, including all endorsements.

In consideration for the **Insured's** payment of the Premium and the **Deductible** or **Self-Insured Retention** amount stated in the Declarations and subject to all the terms and conditions herein, Golden Bear Insurance Company agrees with the **Insured** to provide the insurance described in this Policy as follows:

Limit of Liability	
Each Claim Limit (All Loss and Claims Expenses from All Claims)	\$2,000,000
Aggregate Policy Limit (All Loss and Claims Expenses from All Claims)	\$2,000,000
Enrichment Coverages	
Appearance Pay Aggregate Limit (Subject to a \$500 day limit)	\$10,000
Disciplinary Proceeding Expense (Total Aggregate)	\$25,000
Subpoena Assistance Aggregate Limit (This is within the Aggregate Policy Limit)	\$5,000
Crisis Management Aggregate Limit (This is within the Aggregate Policy Limit)	\$25,000
Deductible	\$5,000
Aggregate Deductible	N/A
Self Insured Retention	N/A
Annual Premium	\$5,300

**Retroactive Date:** August 15, 2015

Forms and endorsement attached at inception and included in this policy are listed on the Schedule of Forms and Endorsements, GB-PLL101 (01 17).

**Where to Send Notice of Claim:**

**Mail to:** Golden Bear Insurance Claims Services  
Attn: Professional Lines Notice of Loss  
P.O. Box 271  
Stockton, CA 95201-0271

**Email to:** [claims@goldenbear.com](mailto:claims@goldenbear.com)

**Fax to:** (209) 948-3026  
Attn: Professional Lines Notice of Loss

**By phone:** (209) 948-8191 Ext. 1123

**These Declarations, the Application, and this Policy with Endorsements shall constitute the contract between the Insured and the Company.**



# *Golden Bear Insurance Company*

**Policy Number:** GAL03000236-01

## **SCHEDULE OF FORMS AND ENDORSEMENTS**

It is understood and agreed the following forms and endorsements are attached to and are a part of the this policy:

<u>Form #</u>	<u>Ed. Date</u>	<u>Form Title</u>
GB Policy Jacket	03 20	Policy Jacket
GB PLL100	03 20	Lawyers Professional Policy Declarations
GB PLL101	01 17	Schedule of Forms and Endorsements
GB PLL002	03 20	Lawyers Professional Liability Policy
IL P 001	01 04	U.S. Treasury Departments Office of Foreign Assets Control Advisory Notice to Policyholders
GB PLLNOTICE	01 17	Privacy Notice and Disclosure
GB PLLNOTICE(a)	01 17	Golden Bear Policy Holders (How to Report a Claim)
GB PLL301	01 17	Minimum Earned Premium
GB PLL105	01 17	Nuclear Energy Liability Exclusion



## LAWYERS PROFESSIONAL LIABILITY POLICY

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## Lawyers Professional Liability

**CLAIMS MADE WARNING TO POLICYHOLDER:** This Policy provides coverage on a **Claims Made and Reported** basis subject to its terms. Payments made by the **Company** for **Loss and Claims Expenses** will reduce the Limits of Liability.

PLEASE READ THE ENTIRE POLICY CAREFULLY. Words or phrases appearing in this Policy in **bold** have special meaning as stated in Section IX - DEFINITIONS. These definitions apply to the entire Policy, including all endorsements.

In consideration for the **Insured's** payment of the Premium and the **Deductible or Self-Insured Retention** amount stated in the Declarations and subject to all the terms and conditions herein, Golden Bear Insurance Company agrees with the **Insured** to provide the insurance described in this Policy as follows:

### I. INSURING AGREEMENT

- A. The **Company** will pay on behalf of the **Insured**, all **Loss and Claims Expenses** in excess of the **Deductible or Self-Insured Retention** amount stated in the Declarations, which the **Insured** becomes legally obligated to pay arising from any **Claim**, provided that:
1. the **Claim** is first made against an **Insured** during the **Policy Period** and reported during the **Policy Period** or any applicable **Extended Reporting Period**;
  2. the **Claim** arises out of **Wrongful Acts** committed by an **Insured**;
  3. the entirety of the **Wrongful Act** happens on or after the **Retroactive Date** and before the expiration of the **Policy Period** stated in the Declarations;
  4. written notice of the **Claim** is received by the **Company** during the **Policy Period** or within the applicable **Extended Reporting Period**; and
  5. prior to the effective date of this **Policy Period**, or in the event of sequential **Policy Periods**, the first Golden Bear Insurance **Company** policy, no **Insured** had any knowledge of such **Wrongful Act** or any fact, circumstance, situation, or incident which would lead a reasonable person in that **Insured's** position to conclude that a **Claim** was likely.

A **Claim** is deemed to have been made on the earliest date that any **Insured** first receives notice of a **Claim** as stated in Section IX. DEFINITIONS, paragraph C. **Claim**.

- B. The **Company** will also pay **Disciplinary Proceeding Expenses** as set forth in Section II. COVERAGE ENRICHMENTS, paragraph C. **Disciplinary Proceeding Expenses**.

### II. COVERAGE ENRICHMENTS

#### A. Initial Expenses Incurred by the Company

The first \$5,000 in **Claims Expenses** incurred by the **Company** for the first covered **Claim** made during the **Policy Period** shall not reduce the Limits of Liability; however, all subsequent **Claims Expenses** on the first **Claim** and all **Claims Expenses** on the subsequent **Claims** shall reduce the Limits of Liability.

#### B. Appearance Pay

The **Company** will pay the **Insured** up to \$500 for actual loss of earnings for each day or part of a day that any **Insured** is required to attend a trial or arbitration proceeding, up to a maximum Aggregate of \$10,000 for each **Policy Period**. Payments made for such appearances, if any, will not reduce the Limits of Liability.





## C. Disciplinary Proceeding Expenses

The **Company** will reimburse the **Insured** for **Disciplinary Proceeding Expenses** the **Insured** incurs in responding to a **Disciplinary Proceeding** commenced during the **Policy Period**, provided that:

1. the **Disciplinary Proceeding** arises out of **Wrongful Acts** committed by an **Insured**;
2. the entirety of the **Wrongful Act** happens on or after the **Retroactive Date** and before expiration of the **Policy Period** stated in the Declarations;
3. written notice of the **Disciplinary Proceeding** is received by the **Company** during the **Policy Period** or any applicable **Extended Reporting Period**, and
4. prior to the effective date of this **Policy Period**, or in the event of sequential **Policy Periods**, the first Golden Bear Insurance **Company** policy, no **Insured** had any knowledge of such **Wrongful Act** or any fact, circumstance, situation, or incident which would lead a reasonable person in that **Insured's** position to conclude that a **Claim** was likely.

The maximum reimbursement amount available for **Disciplinary Proceeding Expenses** will be \$25,000, in the Aggregate, regardless of the number of **Insureds** against whom **Disciplinary Proceedings** are instituted or the number of **Disciplinary Proceedings** commenced against **Insureds** during the **Policy Period**.

The **Company** shall have no obligation to appoint counsel for any **Insured** to respond to a **Disciplinary Proceeding**.

## D. Subpoena Assistance

The **Company** will reimburse the **Insured** for **Subpoena Response Expenses** arising out of a **Subpoena** first received by an **Insured** during the **Policy Period**.

The maximum reimbursement amount available for **Subpoena Response Expenses** will be \$5,000, in Aggregate, regardless of the number of **Subpoena** an **Insured** received.

## E. Crisis Management

The **Company** will reimburse the **Insured** **Crisis Management Expenses** the **Insured** incurs to mitigate a **Crisis** resulting directly from any covered **Claim**.

The maximum reimbursement amount available for **Crisis Management Expenses** will be \$25,000, in the Aggregate. The sublimit shall be part of, and not in addition to, the Limit of Liability set forth in the Declaration.

## F. Spousal Liability

If a **Claim** is asserted against the lawful spouse or lawful domestic partner of any **Insured** solely because of his or her ownership interest in property which the claimant seeks as recovery for the actual or alleged **Wrongful Acts** of any **Insured**, the **Company** will deem the **Claim** against the spouse or domestic partner as a **Claim** against the **Insured**, subject to all the terms, conditions, limitations, and restrictions of this Policy and provided that coverage shall only apply to the **Wrongful Acts** of the **Insured** and no coverage will be provided for any actual or alleged **Wrongful Acts** of the spouse or domestic partner.

## III. LIMITS OF LIABILITY

### A. Limits of Liability

The maximum Limits of Liability for all **Loss** and **Claims Expenses** from all **Claims** made during the **Policy Period** shall not exceed the Aggregate Limits of Liability stated in the Declarations, regardless of the number of **Claims**. The maximum Limits of Liability for all **Loss** and **Claims Expenses** from each **Claim** made during the **Policy Period** shall not exceed the each **Claim** Limits of Liability stated in the Declarations.

**Claims Expenses** are part of and not in addition to the each **Claim** Limits of Liability and the Aggregate Limits of Liability stated in the Declarations. Payment by the **Company** of **Claims Expenses** reduces the Limits of Liability and may exhaust the Limits of Liability.



## IV. INSURED CHOICE OF DEDUCTIBLE OR SELF-INSURED RETENTION

The **Insured's** election to apply either a **Deductible** or a **Self-Insured Retention** to each **Claim** is stated in the Declarations.

### A. Deductible

If the **Insured** has elected a **Deductible**, the **Insured** is responsible for payment of the **Deductible**. The **Company** shall notify the **Insured** when it has incurred **Loss** or **Claims Expenses** in excess of the **Deductible**. The **Insured** shall then remit the **Deductible** amount to the **Company**.

### B. Self-Insured Retention

If the **Insured** has elected a **Self-Insured Retention**, the obligation of the **Company** to pay **Loss** or **Claims Expenses** applies only to **Loss** or **Claims Expenses** in excess of the **Self-Insured Retention**. The Limits of Liability set forth in the Declarations is in addition to and in excess of the **Self-Insured Retention**. If the total of **Loss** and **Claims Expenses** paid for any **Claim** is below the **Self-Insured Retention**, this Policy does not apply, and the **Company** will have no duty to pay **Loss** or **Claims Expenses** for the **Claim**. If the **Insured** is able to settle a **Loss** and obtain a signed release before the end of the **Policy Period**, in which the **Insured** was first notified of the **Claim**, the **Insured** can report the **Claim** any time prior to the expiration date noted on the Declaration page or on the **Company** renewal **Application**, whichever is earliest.

## V. EXCLUSIONS

This Policy does not apply to any **Claim**, and the **Company** shall have no duty to defend or to make any payment for **Loss**, **Claims Expenses**, or **Coverage Enrichment** pertaining to any **Claim** made or **Disciplinary Proceeding** brought against any **Insured** which alleges, is based upon, pertains to, involves, or in any way arises out of:

- A. **Bodily Injury**, except mental anguish and emotional distress without physical manifestation of bodily harm, sickness or disease;
- B. **Property Damage**;
- C. **Wrongful Employment Practices**;
- D. the actual or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants** or the testing, monitoring, clean-up, removal, containment, treatment, detoxification or neutralization of **Pollutants**, or responding in any way to or assessing the actual or potential effects of **Pollutants**;
- E. any **Wrongful Act** by a **Subsidiary** occurring at any time during which such entity was not a **Subsidiary**;
- F. any **Wrongful Act** of a **Predecessor Firm** not expressly assumed by **Insured**;
- G. breach of contract, except this exclusion will not exclude coverage for **Claims** alleging negligent performance of **Legal Services**;
- H. breach of warranty or guarantee, except this exclusion does not apply to liability an **Insured** would have in the absence of such warranty or guarantee;
- I. any **Loss** sustained by an **Insured** where the **Insured** is a beneficiary of the subject trust or estate, whether or not they are also a trustee or administrator of the trust or estate;
- J. deceptive or misleading advertising;
- K. **First Party and Third Party Network Security and Privacy Expenses**;
- L. **Infringement, misappropriation or theft of Intellectual Property**;

However, this exclusion does not apply to an **Insured** providing **Legal Services** in the areas of **Intellectual Property** to third party.

This exclusion also does not apply to infringement, misappropriation or theft of copyright arising out of **Publishing**.





- M. discrimination, humiliation, harassment or sexual harassment, or misconduct by an **Insured** because of race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, marital status, or any other class protected under federal, state, local or other law;
- N. any **Claim** by or on behalf of any **Insured** against any other **Insured**;
- O. any criminal, dishonest, fraudulent, malicious act or any intentional or knowing violation of any law, statute ordinance, rule or organization by an **Insured**; however, this exclusion shall not apply to:
  - 1. **Claims Expenses** or duty of the **Company** to defend any such **Claim** until there is a judgment against, binding arbitration against, adverse admission by, finding of fact against, or plea of no contest or guilty by an **Insured** in the **Claim** or any other disciplinary, civil or criminal action, or
  - 2. any innocent **Insured**;
- P. any fact, circumstance, situation, matter asserted, or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative, or **Disciplinary Proceeding** against any **Insured** occurring prior to the effective date of this Policy;
- Q. any fact, circumstance, situation, matter asserted or **Wrongful Act** which was the subject of any written notice of **Claim** or potential **Claim** given to any **Insured** during any policy of the professional liability insurance of which this Policy is a direct renewal or replacement or which succeeds in time;
- R. any **Wrongful Act** committed by the **Insured**, if the suit against the **Insured** is filed outside the described **Coverage Territory** stated in Section VII below.
- S. The **Company** will not be liable for any **Loss** or **Claim** based upon or arising out of **Wrongful Acts** committed by an **Insured** as respects to:
  - 1. the Employee Retirement Income Security Act of 1974;
  - 2. the Securities Act of 1933;
  - 3. the Securities Exchange Acts of 1934;
  - 4. any state Blue sky or securities law;
  - 5. the Crime Control Act of 1970 (also known as the Racketeer Influenced and Corrupt Practices Act or RICO);
  - 6. anti-trust law violation or any agreement, conspiracy to restrain trade or unfair trade practice; or any rules, regulations or amendments in relation to such acts, or any similar state, federal or foreign statutes or regulations, including any **Claim** based upon common law principles of liability pertaining to the same subject matter as the above-mentioned acts, laws or regulations.

## VI. CONDITIONS

### A. Settlement of Claim

The **Company** shall have the right and sole discretion to conduct any investigation it deems necessary. The **Company** will not settle a **Claim** without the mutual consent of the **Insured** it deems reasonable and necessary, unless the **Insured** cannot be located or contacted by mail or other reasonable standards of due diligence by the **Company**. If an **Insured** refuses to consent to a settlement recommended by the **Company** and acceptable to the claimant and elects to pursue the defense of such **Claim** or continue proceedings in connection with the **Claim**, then the **Company's** liability for damages and **Claims Expenses** relating to that **Claim** will not exceed the total amount for damages and **Claims Expenses** which the **Company** would have paid at the time of the **Insured's** refusal.

If the **Company** and the **Insured** agree to the final settlement of a **Claim** with the claimant during the initial voluntary mediation of that **Claim** or within thirty (30) days after participation in such mediation, the **Insured's** **Deductible** obligation for such **Claim** will be reduced by fifty percent (50%) or a maximum reduction of \$15,000, whichever is greater. **Deductible** payments made prior to the application of the above credit will be reimbursed within sixty (60) days of the resolution of the **Claim**. This reduction does not apply to any **Claim** resolved through voluntary or involuntary arbitration.



## Golden Bear Insurance Company

If the **Company** recommends a settlement of a **Claim** which is acceptable to the claimant, and the **Insured** refuses to consent to such settlement, then the **Company(s)** obligation to pay damages and **Claim Expenses** on account of such **Claim**, shall not exceed the sum of:

1. the amount for which the **Company** could have settled such **Claim**, plus **Claim Expenses** incurred up to the date of the **Insured's** refusal to consent to such settlement; and
2. fifty percent (50%) of damages and **Claim Expenses** incurred in connection with such **Claim** in excess of the amount referenced in paragraph 1. above. All remaining damages and **Claim Expenses** shall be borne by the **Insured's** uninsured and at the **Insured's** own risk.

However, in no event shall the **Company's** liability exceed the applicable Limits of Liability.

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **Claim** after the applicable Limit of Liability has been exhausted by payment of damages and/or **Claim Expenses**, or after the **Company** has deposited the remaining available Limits of Liability into a court of competent jurisdiction. In such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **Claim** by tendering control of such investigation or defense to the **Insured** as shown on the Declarations.

### B. Defense of Claims

The **Company** shall have the right to appoint counsel and to investigate the **Claim** and to defend the **Insured** as the **Company** deems necessary. If a **Claim** is subject to arbitration or mediation, the **Company** shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of the arbitration or mediation proceeding. An **Insured** shall not, except at its own expense, make any payment, admit any liability, assume any obligation, or incur any expense without the prior written consent of the **Company**. The **Company** shall not be liable for any settlement, expense, assumed obligation, or admission to which it has not given its prior written consent.

The **Insured**, as shown in the Declarations, with the **Company's** written consent, may select counsel to investigate and defend such **Claim**, with the **Company's** prior written approval, such approval shall not to be unreasonably held, provided that:

1. the **Insured** may not select an attorney considered within the definition of **Insured** under this Policy;
2. the attorney has at least ten (10) years of experience defending entities accused of professional negligence;
3. neither the attorney nor any other attorney in his or her firm is related by blood or marriage to any **Insured**;
4. such attorney agrees in writing, prior to **Deductible** and/or **SIR**, to abide by the **Company(s)** litigation management guidelines;
5. such attorney's rates are reasonable and customary in light of the complexity and venue of the matter. The **Company** may retain sole discretion to determine whether such lawyer's rates are reasonable and customary;
6. such attorney is admitted to practice in the jurisdiction in which the **Claim** is brought and does not require *pro hac vice* admission;
7. such attorney does not have a conflict with the **Company**; and
8. such attorney regularly maintains an office in the jurisdiction in which the **Claim** is brought.

For the purposes of this Policy, an attorney designated shall be deemed an attorney designated by the **Company**.

### C. Exhaustion of Limits

The **Company** is not obligated to continue to investigate, defend, pay or settle any **Claim** of any **Insured** after the applicable Limits of Liability is exhausted by payment of **Loss** or **Claims Expenses**. Nor is the **Company** obligated





to continue in the defense or indemnification of any **Insured** after the **Company** has deposited the remaining available Limits of Liability into a court of competent jurisdiction. In such an event, the **Company** shall have the right to withdraw from further investigation, defense or settlement of the **Claim**. The **Company** will work with the **Insured** for the reasonable transfer of control to the **Insured** of the subject **Claim** which exhausts the Limits of Liability and the transfer of any other **Claims** reported prior to exhaustion of the Limits of Liability. The **Insured** has a duty to cooperate with the **Company** in the transfer and assumption of any **Claim**.

**D. Reimbursement to the Company**

If the **Insured** fails to pay the **Deductible** or the **Self-Insured Retention**, and if the **Company**, in the exercise of its discretion elects to and without any obligation to do so, pays any amount within the **Deductible** or the **Self-Insured Retention**, or pays any amount in excess of the applicable Limits of Liability, the **Executive Officers** shall be individually liable to the **Company** for any and all such amounts and, upon demand, shall pay such amounts to the **Company**.

**E. Application**

The **Insured** agrees that the statements in the **Application** or any supplement to the **Application** are personal representations and shall be deemed material. This Policy is issued in reliance upon the truth of such representations and it embodies all agreements existing between the **Insured** and the **Company** relating to this insurance.

**F. Assignment**

This Policy may not be assigned without first obtaining the written consent of the **Company**. No **Insured's** rights under this Policy are assignable. If any **Insured** dies or is legally declared incompetent, this insurance shall terminate for such person, but shall cover the **Insured's** legal representative with respects to liability previously incurred and covered by this insurance.

**G. Merger or Acquisition of the Insured**

If during the **Policy Period**:

1. The **Insured** merges with or is acquired by another individual, entity or group of individuals or entities where the **Insured** is not the surviving entity; or
2. The **Insured** becomes financially insolvent;

This policy shall continue until the termination or expiration of this **Policy Period** but only for **Claims** for a **Wrongful Act** which occurs prior to such event.

The **Insured** shall notify Insurer of such transaction as soon as practicable but no later than sixty (60) days after the effective date of the transaction or insolvent, and provide such additional information as the **Company** requires.

**H. Cessation of Insured Entities**

If before or during the **Policy Period** the **Insured** ceases practice then coverage for the **Insured** and its **Insured Individuals** shall continue until termination or expiration of the **Policy Period** but only for **Claims** for a **Wrongful Act** prior to the date such entity ceased to be the **Insured**.

**I. Additional Entities or Insured Attorneys**

If during the **Policy Period**, any of the following events occur:

1. The number of **Insured** attorneys increases more than fifty percent (50%) from the number of **Insured** attorneys at the inception of the Policy; or
2. The **Insured** forms another entity, acquires a group of individuals, or merges with another entity where the Named **Insured** is the surviving entity;



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The **Insured** reports such acquisition to the **Company** within 60 days after the formation of such entity and acquisition of such individuals, or the end of the **Policy Period**, whichever is earlier. The **Company** shall have the right to amend the terms and conditions of this Policy, including but not limited to an additional premium.

The coverage for such entity and its **Insured** attorneys shall be provided by only for **Claims for Wrongful Acts** on or after the date such entity was formed or acquired.

### J. Cancellation / Non-Renewal

This Policy may be cancelled by the **Insured** by returning it to the **Company**. The **Insured** may also cancel this Policy by written notice to the **Company** by stating at what future date cancellation is to be effective.

1. The **Company** may cancel this Policy for any of the following reasons:

- a. non-payment of premium or **Deductible**;
- b. any **Insured's** conviction or plea of guilt or no contest to a criminal, dishonest, fraudulent, or malicious act or any violation of law, statute or ordinance, other than a civil traffic citation;
- c. material misrepresentation on the insurance application;
- d. any **Insured's** disbarment or surrender of his or her professional license in lieu of suspension in any state where the license is maintained or where an **Insured** non-renews his or her license in any state where he or she is practicing for any reason; or
- e. the **Company** is no longer authorized to do business in the state of residence of the **Insured**.

2. The **Company** may cancel or non-renew for the above stated reasons and provide written notice at least sixty (60) days before cancellation or non-renewal is to be effective. If the **Company** cancels this policy because the **Insured** has failed to pay a premium when due, this policy may be cancelled by the **Company** by mailing to the **Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Insured** or by the **Company** shall be equivalent to mailing.

### K. Conformity to the Statute

In the event that any terms, conditions, or exclusions of this Policy conflict with any law applicable to the coverage afforded hereunder, the terms of this contract shall, by this statement, be amended to conform to such law or laws.

### L. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate does not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this Policy.

### M. Extended Reporting Period

#### 1. Automatic Extended Reporting Period

If this Policy is cancelled or non-renewed by either the **Insured** or the **Company**, for any reason other than for the **Insured's** nonpayment of premium or nonpayment of the **Deductible**, the **Company** will provide to the **Insured** an automatic, non-cancelable thirty (30) day extension of the reporting period starting upon expiration of the **Policy Period**. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of lawyers' professional replacement coverage by the **Insured**.

#### 2. Optional Extended Reporting Period

If the Policy is cancelled or non-renewed by either the **Insured** or the **Company**, for any reason other than the **Insured's** nonpayment of premium or nonpayment of the **Deductible**, the **Insured** has the right to purchase an **Optional Extended Reporting Period** for an elected term for additional annual premium. An **Optional Extended Reporting Period**, if elected, shall run concurrently with the Automatic **Extended Reporting Period**. To exercise the right to purchase an **Optional Extended Reporting Period**, the **Insured** must:





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- a. provide written notice to the **Company** within thirty (30) days of expiration of the **Policy Period** stating the term of extended reporting elected; and
- b. provide payment of the additional premium corresponding to the elected term of extended reporting.

<u>Extended Reporting Period Options</u>	<u>Additional Annual Premium</u>
• Twelve (12) Months	100%
• Twenty-four (24) Months	150%
• Thirty-six (36) Months	175%
• Forty-eight (48) Months	185%
• Sixty (60) Months	200%
• Seventy-two (72) Months	250%
• Unlimited Reporting Period	300%

The Optional **Extended Reporting Period** may not be cancelled once it becomes effective. An Optional **Extended Reporting Period**, if elected, shall immediately expire upon the purchase of lawyers' professional replacement coverage by the **Insured**. The additional premium for the Optional **Extended Reporting Period** is fully earned.

### 3. Individual Extended Reporting Period

An Individual **Extended Reporting Period** will be offered if the Policy is cancelled or non-renewed by either the **Insured** or the **Company** for any reason other than for the **Insured's** non-payment of premium or nonpayment of **Deductible** or **Self-Insured Retention** or for the following:

- a. an employed lawyer of the **Insured** who becomes permanently disabled by an injury which impairs the physical and/or mental ability to perform his/her normal work for the **Insured**;
- b. an employed lawyer who permanently retires and is no longer providing **Legal Services** on behalf of the **Insured**; or
- c. an employee who is deceased.

The additional premium for an employed lawyer who became disabled, is retiring, or is deceased; the Individual **Extended Reporting Period** is fully waived.

The additional premium for an employed lawyer other than who became disabled, is retiring or is deceased, the Individual **Extended Reporting Period** is based upon a percentage of the rates in effect of the date this Policy was issued and the proportionate percentage applied to the full annual premium.

Any employed lawyer of the **Insured** who wants to purchase Individual **Extended Reporting Period** must provide written notice to the **Company** within thirty (30) days of ceasing employment or providing any **Legal Services**, whether monetary or non-monetary on behalf of the **Insured**.

### N. Policy Period

This Policy will begin at 12:01 a.m. as shown in the Declarations. The **Policy Period** will continue until 12:01 a.m. on the expiration date as shown in the Declarations unless terminated or cancelled at an earlier date.

### O. Other Insurance

This Policy shall be excess over, and shall not contribute with, any other valid and collectible insurance, whether such insurance is stated to be primary, contributory, excess (except insurance stated specifically to be excess over this Policy), contingent or otherwise. This Policy is not subject to the terms of any other insurance.





**P. Subrogation**

In the event of payment under this Policy, the **Company** shall be subrogated to the extent of such payments to all the **Insured's** rights of recovery, and the **Insured** shall execute all papers required and do whatever else is necessary to secure such rights, including the execution of such documents necessary to enable the **Company** to recover its payment. The **Insured** will do nothing after the loss to prejudice such rights.

**Q. Valuation and Currency**

All premiums, limits, **Deductible**, **Loss**, and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due.

**VII. COVERAGE TERRITORY**

This Policy applies to any **Wrongful Act** taking place anywhere in the world, but only if the **Claim** is made and suit is brought against the **Insured** within the United States of America, its territories or possessions, or Canada.

**VIII. REPORTING A CLAIM AND CIRCUMSTANCES**

**A. Notice of Claim – Important Contents**

The **Insured** must notify the **Company** of a **Claim**, **Subpoena**, and **Crisis Management** in writing as soon as practicable but in no event later than thirty (30) days after expiration of the policy or any applicable **Extended Reporting Period**. The notice must include copies of any demands, notices, summons, or legal papers received in connection with the **Claim**. The notification must also include the following:

1. a description of the alleged **Wrongful Act**;
2. the dates of the alleged **Wrongful Act**;
3. identification of the potential claimants; and
4. the date of the written notice of **Claim** or unequivocal oral notice of **Claim**.

**B. Notice of a Potential Claim**

If, during the **Policy Period**, the **Insured** first becomes aware of a **Wrongful Act** that may reasonably be expected to be a basis of **Claim** against an **Insured**, and the **Insured**, as soon as practicable but in no event later than the termination of the **Policy Period**, gives the **Company** written notice of the **Wrongful Act**. The notification must also include the following:

1. a description of the **Wrongful Act**;
2. the allegations anticipated; and
3. the reason for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved.

The **Company** will treat any subsequently resulting **Claim** as if it had first been made during the **Policy Period**.

**C. Related Claims**

All **Claims** based upon or arising out of the same **Wrongful Act** or related act or omission shall be considered a single **Claim** and shall be considered first made at the time the earliest **Claim** arising out of such related act or omission was first made. In any such event, only one Limit of Liability and one **Deductible** or **Self-Insured Retention** shall apply.

**D. Where to Send Notice of Claim**

**Claim** notices and all **Claim** information must be sent to the **Company** via any one of the following methods:

1. Mail to:  
Golden Bear Insurance Company Claims Services  
Attn: Professional Lines Notice of Loss  
P.O. Box 271  
Stockton, CA 95201-0271



2. Email to: [claims@goldenbear.com](mailto:claims@goldenbear.com)

3. FAX to: (209) 948-3026

To contact the Claims Service Department by phone, call: (209) 948-8191 Ext. 1123

## IX. DEFINITIONS

A. **Application** means all signed and dated applications, including attachments and other material documents submitted by an **Insured** or on behalf of an **Insured** to the **Company** for this Policy or for any Policy of which this Policy is a renewal or replacement.

B. **Bodily Injury** means physical bodily harm, sickness, or disease sustained by a person, including death.

C. **Claim** means:

1. a written demand against the **Insured** for monetary damages or non-monetary relief;
2. a civil proceeding commenced against any **Insured** by service of a complaint or similar pleading;
3. an arbitration, mediation, or other alternative dispute resolution proceeding if the **Insured** is obligated to participate in the proceeding prior to litigation or if the **Insured** agrees to participate in the proceeding, with the **Company's** written consent. Such consent shall not be unreasonably withheld; or
4. a written request to toll or waive a statute of limitation relating to a potential civil action against an **Insured** for a **Wrongful Act**.

A **Claim** does not include a **Disciplinary Proceeding**.

D. **Claims Expenses** means reasonable and necessary defense attorney fees, costs, and expenses, including, but not limited to, expert fees, incurred by the **Company** on behalf of the **Insured** to investigate, defend, settle, and/or appeal any **Claim**. It includes any premiums for appeal, attachment, or similar bonds; however, the **Company** shall have no obligation to apply for or furnish any bonds, nor shall it have any obligation to appeal any judgment against an **Insured**. **Claims Expenses** do not include:

1. criminal or civil fines, penalties, or sanctions assessed against any **Insured**;
2. taxes; registration or licensing fees; or
3. salaries, wages, employment benefits, or overhead paid by any **Insured**.

E. **Company** means Golden Bear Insurance Company.

F. **Crisis** means negative media publicity of information pertaining to the covered **Claim** which has been made public and has caused, or is reasonably likely to cause, a decline or deterioration in the professional reputation of the **Insured** law firm or the professional reputation of any attorney currently employed by the **Insured** law firm. Negative media publicity means any adverse coverage by a traditional news network, such as broadcast TV, periodical magazine, newspaper, print advertisement, or radio. Negative media publicity shall also include adverse social media posts on any social media platform, except social media commentary posted by one person.

G. **Crisis Management Expenses** means the reasonable and necessary costs of retaining for an independent public relations consultant and the cost of associated advertising and public relations media and activities.

**Crisis Management Expenses** require prior consent with the **Company**.

H. **Deductible** means the amount stated in the Declarations that the **Insured** is responsible to pay to the **Company** for **Loss** or **Claims Expenses**. The **Deductible** shall not apply to **Claims** in the form of **Disciplinary Proceedings**. The **Deductible** also shall not apply to **Subpoena Assistance** and **Crisis Management**.





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- I. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, governing boards, or agency to investigate the charge of professional misconduct by an **Insured** in the performance of **Legal Services**.
- J. **Disciplinary Proceeding Expenses** means reasonable and necessary defense attorney fees, costs, or expenses, including, but not limited to, expert fees actually paid by the **Insured** to defend an **Insured** in any **Disciplinary Proceeding**. **Disciplinary Proceeding Expenses** do not include:
1. criminal or civil fines, penalties, or sanctions assessed against any **Insured**;
  2. taxes, registration, or licensing fees;
  3. any monetary judgement, award, or settlement of any kind; or
  4. salaries, wages, employment benefits, or overhead paid by any **Insured**.
- K. **Executive Officer** means a member of the board of directors, an officer, partner, or principal of the **Insured**.
- L. **Extended Reporting Period** means the period of time after the end of the **Policy Period** for reporting **Claims** by reason of **Wrongful Acts** that occurred after the **Retroactive Date** and prior to the end of the **Policy Period**. The **Extended Reporting Period** does not extend the **Policy Period**. **Extended Reporting Periods** are stated in Section VI. CONDITIONS, paragraph J.
- M. **First Party and Third Party Network Security and Privacy Expenses** means any:
1. participation of an **Insured's** network in a hacking event or denial of service attack;
  2. business income and contingent business income losses;
  3. digital asset (data) loss, resulting from a lost or stolen laptop, iPad, Tablet, Smartphone or other wireless network device;
  4. network or data extortion threats;
  5. privacy breaches caused by employee's use of their own wireless devices for business purposes;
  6. HIPAA fines and penalties;
  7. costs arising from breach response, public relation expenses, and forensic investigations;
  8. **Losses** caused by the **Insured's** vendors consisting of IT management services, e-discovery consultants and sub-contractors;
  9. **Loss** of the **Insured** law firm revenues caused by a disruption to the firm's services by the employees or third parties committing a hostile act to the firm's systems;
  10. emergency breach response expenses covering legal and IT specialists, and forensic investigators to diagnose what transpired within the breach;
  11. **Claims** by third-party vendors;
  12. **Claims** brought by employees due to disclosure of their (PII) person identifiable information;
  13. **Losses** incurred by threats from third-parties to cause material harm to the **Insured's** firm, and
  14. **Loss** of fund, money or securities resulting directly or indirectly from a fraudulent instruction from an **Insured** or a third party that directs a financial institution to transfer, pay or deliver from a financial account(s).
- N. **Independent Contractor** means any natural person who performs **Legal Services** under contract with, and at the sole direction and control of, an **Insured**, provided that such **Legal Services** performed on behalf of the **Insured**.
- O. **Insured** means:
1. the **Insured** stated in the Declarations;
  2. any **Subsidiary** or **Predecessor Firm** of the **Insured** stated in the Declarations;
  3. any person who is an employee, **Independent Contractor**, partner, principal, director, shareholder, or **Executive Officer** of the **Insured**, **Subsidiary**, or **Predecessor Firm**, but only with respect to **Legal Services**;



4. any person employed as an attorney or "of-counsel" as evidenced in the **Insured's** records, but only with respect to **Legal Services** performed for the **Insured**, including any such person who ceases the practice of law during the **Policy Period** because such person became permanently disabled, is permanently retired or is deceased;
  5. any former employee or **Executive Officer** of the **Insured**, **Subsidiary**, or **Predecessor Firm**, but only with respect to **Legal Services** performed prior to his or her termination as an employee or **Executive Officer** of the **Insured**;
  6. the heirs, executives, administrators, and legal representatives of any **Insured** in the event of death, incapacity, or bankruptcy of that **Insured**, but solely with respect to the liability of that **Insured** as otherwise covered by this Policy;
  7. the spouse or domestic partner of any **Insured**, but solely with respect to the liability of any **Insured** as stated in Section II. COVERAGE ENRICHMENTS, paragraph D. Spousal Liability.
- P. **Intellectual Property** means copyright, patent, trademark, service mark, trade name, trade secret, trade dress, or any other intellectual property rights;
- Q. **Legal Services** means professional services rendered by an **Insured** as:
1. a lawyer;
  2. a paralegal;
  3. a title insurance agent, provided such professional services are pursuant to a written agency agreement with a licensed title insurance company;
  4. a notary, mediator, arbitrator, administrator, conservator, receiver, executor, guardian, trustee, court-appointed trustee, or any other fiduciary role;
  5. a member, director or officer of any non-profit professional legal association, ethics or peer review board, formal accreditation or licensing body, or similar committee related to the legal profession; or
  6. as a government advisor or lobbyist.

Coverage with respects to **Legal Services** shall only apply for such professional services performed by an **Insured** for remuneration inuring to the benefit of the **Insured**, or on a pro bono basis, but solely if, prior to the rendering of **Legal Services**, an **Executive Officer** of the **Insured** approved the performance of such **Legal Service** without a fee.

- R. **Loss** means:
1. compensatory damages which an **Insured** is legally obligated to pay as a result of a **Wrongful Act** covered by this Policy, and
  2. punitive or exemplary damages which an **Insured** is legally obligated to pay because of a **Wrongful Act** covered by this Policy, but only if insurable under the law of the jurisdiction applicable to the **Claim**;
  3. **Loss** does not include:
    - a. civil or criminal fines, sanctions, penalties, liquidated damages, or taxes;
    - b. the multiplied portion of any multiplied damage award;
    - c. any return, withdrawal, restitution, or reduction of professional fees, profits, or other charges;
    - d. amounts that constitute the costs of complying with any order for, grant of, or agreement to provide, injunctive or non-monetary relief;
    - e. any State or Federal Bar Association fines or penalties;
    - f. workers' compensation, disability, unemployment, social security, payroll, or any other employment benefit;
    - g. any monetary relief that is uninsurable under the law of the jurisdiction that is applicable to the **Claim**;
    - h. bail; or
    - i. any costs associated with a criminal investigation.





- S. Personal Injury** means:
- false arrest, detention, or imprisonment;
  - wrongful entry or eviction;
  - malicious prosecution or abuse of process;
  - the written publication, electronic publication, or utterance of libel, slander, or other defamatory or disparaging material;
  - invasion or interference with the rights of privacy or private occupancy;
  - misappropriation of name or likeness; or
  - slander of title.
- T. Policy Period** means the time between the exact hour and date of Policy inception and the hour and date of Policy expiration as stated in the Declarations.
- U. Pollutant** means any substance manifesting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency (EPA) or any federal, state, county, or municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals, or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, noise, fungus (including mold or mildew and any mycotoxins, spores, scents, or by-products produced or released by fungi, but not including any fungi intended by the **Insured** for consumption), and electric, magnetic, or electromagnetic fields.
- V. Predecessor Firm** means any legal entity which was engaged in the practice of law and whose financial assets and liabilities the **Insured** is the majority successor in interest, and only if the **Insured** identifies the **Predecessor Firm** as such in the **Application**. **Predecessor Firm** does not include any legal entity whose financial assets and liabilities the **Insured** becomes a majority successor in interest to during the **Policy Period** unless the **Company** is notified in writing, and in its sole discretion, agrees to include such entity as a **Predecessor Firm**. The **Insured** shall accept any premium adjustment or coverage revision which the **Company** may require.
- W. Property Damage** means physical injury to tangible property, including all resulting **Loss** of use of that property, or **Loss** of tangible property that is not physically injured.
- X. Publishing** means creating and producing any material directly related to the practice of law, in any format, including preparing materials, or presenting seminars, or continuing legal education credit, provided that such **Publishing** is performed with the knowledge and consent of the **Insured**.
- Y. Retroactive Date** means the **Retroactive Date** stated in the Declarations.
- Z. Self-Insured Retention** means the amount stated in the Declarations that the **Insured** is responsible to pay for **Loss** and/or **Claims Expenses** as a condition precedent to the **Company's** duty to pay any **Loss** and/or **Claims Expenses**. The **Self-Insured Retention** shall not apply to **Claims** in the form of **Disciplinary Proceedings**.
- AA. Subpoena** means a **Subpoena** received by an **Insured** for documents or testimony arising out of the **Insured's** rendering of **Legal Services** provided that:
- the **Subpoena** arises out of a lawsuit to which an **Insured** is not a party; and
  - the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit or has provided such advice or testimony in the past.
- BB. Subpoena Response Expenses** means attorney legal fees and costs incurred by an attorney retained by the **Company** in response to a **Subpoena**. Such payments are included in the Limit of Liability. Any notice given to the **Company** of such **Subpoena** will be deemed notification of a **Potential Claim**.





**CC. Subsidiary** means any legal entity in which, on or before the **Policy Period** as shown in the Declarations, the **Insured** owns more than 50% of the outstanding voting stock.

**DD. Wrongful Act** means the following actual or alleged conduct by an **Insured**, or by any person or organization for which an **Insured** is legally liable, and which results from the performance of **Legal Services** for others:

1. a negligent act, error, or omission;
2. **Personal Injury**; or
3. **Publishing**.

All **Wrongful Acts** that pertain to the same, related or continuous **Wrongful Act** or **Wrongful Acts** that arise from a common nucleus or facts shall be considered a single **Wrongful Act** for purpose of this Policy, and shall be deemed to have occurred at the time the first of such related **Wrongful Acts** occurred whether prior to or during the **Policy Period**.

**EE. Wrongful Employment Practices** means any actual or alleged, intentional, or unintentional, employment practices of the **Insured**, including:

1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. employment-related misrepresentation;
3. violation of any federal, state, or local laws concerning employment including employment discrimination and sexual harassment;
4. sexual harassment or other unlawful workplace harassment;
5. wrongful deprivation of a career opportunity or failure to employ or promote;
6. wrongful discipline of employees;
7. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
8. negligent evaluation of employees;
9. failure to adopt adequate workplace or employment policies and procedures;
10. employment-related libel, slander, defamation, or invasion of privacy;
11. employment-related wrongful infliction of emotional distress;
12. violation of responsibilities, duties, or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state, or local law or regulation, or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), or amendments or regulations promulgated thereunder, or any similar or related federal, state, or local law or regulation;
13. any violation of responsibilities, duties, or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments and regulations promulgated, or any similar or related federal, state, local laws, or regulation, or any failure or refusal to establish, contribute to, pay for, insure, maintain, or provide benefits pursuant to, or enroll or maintain the enrollment of any Employee or dependent in, any employee benefit plan, fund, or program, including contract, or agreements which are not subject to the provisions of ERISA;
14. any act pertaining to the **Insured's** employment practices; and
15. any matter covered under the **Insured's** Employment Practices Liability Insurance policy.

However, **Wrongful Employment Practice** does not mean **Legal Services** provided by the **Insured** to a third party for remuneration involving employment law advice.

## **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Insured: Timothy A. La Sota, PLC  
Policy Number: GAL03000236-01  
Effective Date: February 09, 2023

## **Important – Please Read Carefully**

### **Privacy Notice and Disclosure**

We at Golden Bear Insurance Company are concerned about the privacy of our customers who obtain products and services from us for personal, family or household purposes. We are sending you this notice to help you understand how we may collect information about you, the type of information we may collect, and what information we may disclose about you. We may amend our privacy policy from time to time. As required by law, we will send our current customers our most recent privacy notice and disclosure at least annually.

No insurance coverage is provided by this notice and disclosure nor can it be construed to replace any provisions of your policy.

NEITHER THE U.S. BROKER(S) THAT HANDLED THIS INSURANCE NOR THE INSURER(S) THAT HAS (HAVE) UNDERWRITTEN THIS INSURANCE WILL DISCLOSE NONPUBLIC PERSONAL INFORMATION CONCERNING THE BUYER TO NONAFFILIATES OF THE BROKER(S) OR THE INSURER(S) EXCEPT AS PERMITTED BY LAW.

#### **Our Privacy Promise**

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

#### **Categories of Information We May Collect and Share**

We may collect nonpublic personal information about you from the following sources:

- **Information we receive from you on applications or other forms.** You provide us with most of the information we need as part of the application process.
- **Information we obtain from third parties.** The kind of information we may gather depends on the type of policy or contract, but may include motor vehicle reports, claims reports, credit reports, loss control reports and medical reports.
- **Information about transactions and experiences.** Your file may contain information we develop and maintain based upon our transactions and experiences with you, such as your premium payment and claims history.

We limit the sharing of nonpublic personal information to sharing arrangements exempt from opt-out requirements. This means that you cannot opt-out of these sharing arrangements.

#### **Disclosure of Your Nonpublic Personal Information**

Insured: Timothy A. La Sota, PLC  
Policy Number: GAL03000236-01  
Effective Date: February 09, 2023

We may disclose certain information about you without your permission as permitted by law for purposes such as to:

- Service or maintain your policy, or process a transaction you request;
- Protect the confidentiality or security of our records pertaining to you, our product or service;
- Assist us in responding to your inquiries; or
- Comply with legal requirements.

**Categories of persons to whom your nonpublic personal information may be disclosed in the necessary course of business:**

- Your insurance representative;
- A government agency, self-regulatory organization or other organization pursuant to an examination of our records and/or practices;
- Your attorney, trustee or anyone else who represents you in a fiduciary capacity or has a legal interest in your policy;
- Persons to whom a court requires us, by order or subpoena, to provide information;
- Claim adjusters or investigators, including third party administrators;
- Persons or organizations that conduct actuarial or research studies, provided that no individual may be identified in any actuarial or research study report;
- An insurance support organization or another insurer to prevent or prosecute fraud or to properly underwrite a risk or to detect criminal activity;
- Insurance rate advisory organizations;
- Consumer reporting agencies; or
- Our attorneys, accountants or auditors.

**Nonpublic Information Obtained from Insurance Support Organizations**

Nonpublic information obtained from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons.

**Protection of Nonpublic Personal Information**

We restrict access to nonpublic personal information about you to our employees or our representatives who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards to protect the confidentiality of all nonpublic personal information you provide to us.

If you have any questions regarding this notice, please contact your insurance representative.

Insured: Timothy A. La Sota, PLC  
Policy Number: GAL03000236-01  
Effective Date: February 09, 2023

## NOTICE TO GOLDEN BEAR POLICY HOLDERS INFORMATION CONCERNING A CLAIM

### How to Report a Claim

Insureds may report a claim in one of six ways:

1. Submit an electronic Notice of Claim from our website at [www.goldenbear.com](http://www.goldenbear.com) (fill out and submit form on the Make a Claim page).

Important note:

If your online claim is received by our office, you will receive a "Thank you for your claim submission" notice. If you do not receive this notice, your claim has not been received. Please resubmit your claim using steps 2, 3, or 4 below.

2. To report a claim by phone:

Call Golden Bear Insurance Company Claims Services at (209) 948-8191 Ext. 1123 between 8:30 a.m. and 5:00 p.m. Pacific Standard Time.

3. Contact your agent or broker and he or she will complete an ACORD - Notice of Loss form and fax it to Claims Services at (209) 948-3026 or email it to [claims@goldenbear.com](mailto:claims@goldenbear.com)

4. **Mail:**  
Golden Bear Insurance Company  
Attn: Professional Lines Notice of Loss  
P.O. Box 271  
Stockton, CA 95201-0271

5. **Email:** [claims@goldenbear.com](mailto:claims@goldenbear.com)

6. **Fax:** (209) 948-3026

Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

If you are not satisfied or feel you are not being treated fairly, you may contact the California Department of Insurance with your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call:

Consumer Services Division  
California Department of Insurance  
300 South Spring Street  
Los Angeles, California 90013

Consumer Hot Line: 1-800-927-4357



Insured: Timothy A. La Sota, PLC  
Policy Number: GAL03000236-01  
Effective Date: February 09, 2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**MINIMUM EARNED PREMIUM**

If this policy is canceled, we will send the first Named **Insured** any premium refund due. If we cancel, the refund will be pro-rata. If you request cancellation of this policy, we will retain not less than 25% of the original premium. The cancellation will be effective even if we have not made or offered a refund.

Insured: Timothy A. La Sota, PLC  
Policy Number: GAL03000236-01  
Effective Date: February 09, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## NUCLEAR ENERGY LIABILITY EXCLUSION

This insurance does not apply to, nor shall we have the duty to defend or indemnify any "Claim" or "suit" arising out of or resulting from:

**A. Under any Liability Coverage, to Bodily Injury or Property Damage;**

- 1) with respect to which an **Insured** under the Policy is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its Limit of Liability; or
- 2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

**B. Under any Medical Payments Coverage or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to Bodily Injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;**

**C. Under any Liability Coverage to Bodily Injury or Property Damage resulting from the hazardous properties of nuclear material, if;**

- 1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured**, or (b) has been discharged or dispersed therefrom;
- 2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
- 3) the **Bodily Injury or Property Damage** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but in such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to **Property Damage** to such nuclear facility and any property thereat;

**D. As used in this Endorsement:**

- 1) "Hazardous Properties" include radioactive, toxic, or explosive properties;
- 2) "Nuclear Material" means source material, special nuclear material or byproduct material;
- 3) "Source Material", "Special Nuclear Material", and "Byproduct Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

- 4) "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,
- 5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- 6) "Nuclear Facility" means:
  - a) any nuclear reactor;
  - b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;
  - c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- 7) "Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- 8) "Property Damage" includes all forms of radioactive contamination of property.

All other terms and conditions remain unchanged.

# **Attachment D**

## **Reference Letters**

**Andy Tobin  
Tobin Business Solutions  
20755 North Hackamore Lane  
PAuldent, Arizona 86334**

January 25, 2024

It is my pleasure to recommend to you Mr. Tim LaSota to assist in legal counsel and municipal legal expertise.

I have known Mr. La Sota for about 17 years, dating back to the time when I was first elected to the Arizona House of Representatives in 2006.

In 2017, I was serving as a member of the Arizona Corporation Commission. Mr. La Sota, who had ably served the Commission as outside counsel in the past, was brought in as interim General Counsel during a difficult period of transition for the Commission.

Mr. La Sota was very effective during his time as Interim General Counsel, and helped us through a tough time. During Mr. La Sota's tenure, one of the Commissioners sued the Commission in Maricopa County Superior Court. The legal issue involved a subpoena that this commissioner wanted enforced against a public utility.

I was always impressed by Mr. La Sota's professionalism and competence. However, what struck me perhaps more than anything was how he assisted us in a difficult time when the Commission was actually being sued by one of its own members in Court. Despite the rancor, Mr. La Sota treated this commissioner with the utmost professionalism and respect, and it was obvious that Mr. La Sota was every bit as concerned with protecting the interests of this commissioner by ensuring that this commissioner stayed on the right side of the various applicable laws, such as the open meetings law, as he was with all the other commissioners.

Mr. La Sota treated all the commissioners with respect, and ensured that each was properly represented and advised, whether a particular commissioner was supportive of Mr. La Sota or not. Defending the Corporation Commission as a body was of his highest priority.

Mr. La Sota is a professional. Even in difficult situations he can be counted on. If hired by a governmental entity he can be counted on to represent that entity's legal issues and to offer his strategies to the fullest extent of the legal options available.

if you need more information, please feel free to contact me at 928-710-2351

Sincerely



Andy Tobin

Arizona House Speaker 2010-2014 (State Representative 2007-2015)

Arizona Director of Administration 2018- 2022

Arizona Corporation Commissioner 2015-2018

AZ Director of Dept Insurance, Dept of Banking, School Facilities Board, Weights/Measures



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January 26, 2024

To Whom it May Concern:

My name is Jimmie Hernandez. I was previously a Justice of the Peace for the Downtown Justice Court in downtown Phoenix.

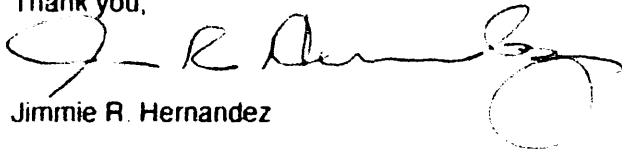
In 2022, my daughter, Jennifer Hernandez Sama, ran for the Democratic Party nomination for the office of Justice of the Peace in this precinct, although now it is known as the El Centro Justice Court. I was involved in her campaign and have first hand knowledge as to all of the matters that I discuss.

In the course of her campaign, my daughter came to learn that then incumbent Justice of the Peace officeholder and her primary competition in this election had submitted an insufficient number of signatures to appear on the ballot for the election to this office. My daughter filed suit against the incumbent, who promptly hired a high caliber litigation law firm to defend him. Upon seeing this, my daughter felt she needed her own attorney. On the recommendation of Earl and Mary Rose Wilcox, respectively a former Justice of the Peace and a former Maricopa County Supervisor, my daughter hired Timothy La Sota, and his law firm to represent her.

The matter proceeded to trial. Through Mr. La Sota's help, and in the face of tough and highly competent opposition, and a hard fought trial on all sides, my daughter was able to prove to the Maricopa County Superior Court that her opponent lacked sufficient signatures to appear on the ballot, and he was ordered removed from the ballot. Though her opponent was short, he was not short by much, so this trial was critically important. My daughter went on to win and is currently the Justice of the Peace for this precinct.

This experience tells me that Mr. La Sota can be counted on to serve the best interests of his clients, legally and ethically. Political parties and political persuasions are simply irrelevant to a professional like Mr. La Sota.

Thank you,



Jimmie R. Hernandez

MUSGROVE DRUTZ KACK & GAUTREAUX, PC

ATTORNEYS AT LAW

MARK W. DRUTZ  
THOMAS P. KACK  
JEFFREY D. GAUTREAUX  
JOSEPH C. BUTNER IV  
CECILIA G. DUBRAVEC

POST OFFICE BOX 2720  
PRESCOTT, ARIZONA 86302-2720

1135 W. IRON SPRINGS ROAD  
PRESCOTT, ARIZONA 86305

January 31, 2024

TELEPHONE  
(928) 445-5935  
(928) 445-5980 (FAX)

JAMES B. MUSGROVE (1940-2018)  
GRANT K. MCGREGOR (1959-2005)

File No. 13542.001

VIA EMAIL ONLY – telinski@cottonwood.gov

Mayor Tim Elinski  
City of Cottonwood  
821 N. Main Street  
Cottonwood, AZ 86326

Re: Request for Qualifications for Legal Services

Dear Mayor Elinski:

As you know, our firm provides the prosecution services for the City of Cottonwood ("City") for all criminal matters and code enforcement issues at the Cottonwood Municipal Court. Our firm is also handling a litigation matter on behalf of the City regarding a sewer main that was punctured by some conduit that belongs to Cable One, Inc. that was installed by Arizona Line Workers, LLC. We have reviewed the Request for Qualifications/Cost Proposals ("RFP") under Solicitation Invitation No. FY24-HR-01 that seeks submissions for law firms to provide legal services to the City. That RFP requires a significant time commitment from any law firm, and our firm does not currently have the necessary attorneys or staff to do that work. As a result, we will not be submitting for that RFP.

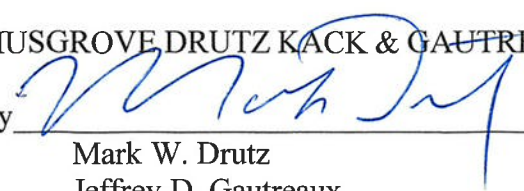
Nevertheless, we wanted to let you know that our firm is willing and able to assist the City on litigation matters similar to the sewer main case we are currently handling and those type of matters which were previously being handled by your outside counsel, Pierce Coleman PLLC. If the City has other litigation matters where it is being sued or has claims it wishes to pursue, we are glad to discuss those matters with you. Our firm has been in existence for over 40 years and is AV rated by Martindale Hubbell.

Our firm appreciates the opportunity to represent the City of Cottonwood. If you have any questions, please feel free to contact us.

Sincerely,

MUSGROVE DRUTZ KACK & GAUTREAUX, PC

By

  
Mark W. Drutz  
Jeffrey D. Gautreaux  
Josh C. Butner

MWD/jw

cc: Rudy Rodriguez, VIA EMAIL

**SOLICITATION TYPE:  
SERVICES SOUGHT:****REQUEST FOR QUALIFICATIONS/COST PROPOSALS  
Temporary Professional Legal Services for the City of  
Cottonwood, Arizona****SOLICITATION INVITATION NO.:  
RESPONSE DUE DATE AND TIME:  
LOCATION:****FY24-HR-01  
February 1, 2024 at 3:00 pm local Arizona time  
City of Cottonwood  
Administrative Services Department  
Purchasing Division  
821 N. Main Street  
Cottonwood, Arizona 86236**

The City of Cottonwood is inviting individuals and/or firms capable of performing legal services for the City of Cottonwood to submit a Statement of Qualifications & Cost Proposal in response to this solicitation.

Solicitation documents are available by email by contacting Lisa Lau, Contract/Purchasing Administrator at [llau@cottonwoodaz.gov](mailto:llau@cottonwoodaz.gov), or hard copies can be picked up at the City of Cottonwood, Administrative Services Department located at 821 N Main Street, Cottonwood, AZ 86326.

Responses to this solicitation will be received by the Purchasing Division, City of Cottonwood, 821 N. Main Street, Cottonwood, Arizona 86236, until the time and date cited above. Responses received by the correct time and date will be opened publicly at the Purchasing Division Office.

Responses must be in the actual possession of the Purchasing Division Office and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late responses or unsigned responses **will not** be considered under any circumstances.

Responses must be submitted in a sealed envelope with the solicitation invitation number and the Applicant's name and address clearly indicated on the envelope. All responses must be completed in ink or typewritten. Additional instructions for preparing your responses are provided on the following pages.

Publish Date: Verde Independent – Saturday January 20, 2024 and Tuesday January 23, 2024

**PUBLISHERS AFFIDAVIT REQUIRED**



# REQUEST FOR STATEMENTS OF QUALIFICATIONS/COST PROPOSALS FOR TEMPORARY PROFESSIONAL LEGAL SERVICES FOR THE CITY OF COTTONWOOD

**FY24-HR-01**

**DUE DATE: THURSDAY, February 1, 2024 AT 3:00 PM (local AZ time)**

The City of Cottonwood, Arizona is accepting statements of professional qualifications and cost proposals from qualified individuals and law firms to represent the City in its legal needs. The selected candidate or firm would advise the Council, City Manager, Boards and Commissions, and City Staff on legal matters and represent the City as necessary and appropriate. Duties include: providing legal advice and guidance; reviewing, preparing or directing the preparation of legal documents; presenting, directing and/or monitoring civil and criminal cases to which the City is a party; responsibly managing the City's available resources; developing, interpreting and implementing policies; administering contracts for additional legal services as necessary, and otherwise representing the City's legal interests. Other duties as necessary and assigned by the City Council that fall under the umbrella of legal services may also be required.

The successful candidate/law firm will serve as an independent contractor on an at-will basis under a contract.

In addition to daily needs from the Council, City Manager, and Staff, the need for legal coverage outside normal business hours is expected to be, but not limited to:

Regular City Council Meetings: The first and third Tuesdays of the month, beginning at 6:00 pm.

Regular City Council Work Sessions: The second Tuesday of the month, beginning at 6:00 pm.

Various Special Meetings of the City Council and/or Planning and Zoning Commission Meetings: As necessary, usually beginning at 6:00 pm.

Planning and Zoning Commission Meetings: The 3<sup>rd</sup> Monday of the month, unless conflicts with a Holiday, then the 4<sup>th</sup> Monday of the month, beginning at 6:00 pm.





It is estimated that the Cottonwood contract will require between 210 and 300 hours of professional time per month on average, excluding travel time. These estimates are based on recent experience of a full-time contracted employee with additional contracted out projects, however, no warranty is intended to be expressed or inferred by virtue of their inclusion.

The successful proposer will be expected to perform all necessary and appropriate legal services, to include appropriate and relevant legal updates to staff and Council, review and preparation of various legal documents, availability to discuss various matters that require legal advice and guidance to the Council, City Manager, and staff, regular attendance to required meetings, legal advocacy and representation on behalf of the City, and to record and report his/her/their time spent on such activities with reasonable specificity.

The successful candidate/firm must be able and available to begin providing services no later than Monday, February 12, 2024 in order to be eligible for consideration.

To be eligible for consideration, an original statement of qualifications/cost proposal must be submitted in a sealed envelope marked "Cottonwood Legal Services Proposal" no later than **3:00 p.m. local Arizona time on Thursday, February 1, 2024** to the attention of Lisa Lau, 821 N. Main Street, Cottonwood, AZ 86326. Submittals should include all of the following, unless otherwise indicated:

1. A resumé or other statement of the proposer's education and general legal experience (including experience relating to municipal matters in areas including, but not limited to, planning and land use, airports, personnel, general claims, water, elections, public records, procurement and contracts, and various other public entity matters), previous and current employer(s), dates of employment, scope/areas of practice, bar admissions, etc. To the extent practicable, proposers should provide a breakdown of the various subject matter areas in which they do or have recently practiced, expressed as a percentage.
2. A statement of any and all municipalities, counties, or other public agencies with which the proposer has been employed in any capacity, or for which the proposer has provided professional services.
3. A separate description of the proposer's specific plan to address any areas requiring legal expertise that would not be able to be met by the proposer directly.
4. Names and current contact information of three professional references.



5. A description of the proposer's office support, and any current or proposed arrangements the proposer has to provide reliable back-up in the case of conflicts or absences due to illness, vacation, etc.
6. A statement and complete description of all past and current disciplinary proceedings involving the proposer, including the dates and disposition of any such proceedings; or a statement that the proposer has not been subject to professional discipline.
7. A statement and complete description of all claims and civil litigation filed by or against the proposer in his/her/its professional capacity, or a statement that the proposer has not been involved in any such litigation.
8. A copy of the proposer's current professional liability insurance policy, and a statement of the proposer's intent to keep that policy in force throughout the term of any agreement with the contracting municipalities (which names the municipalities as additionally insured, and which is primary to the municipalities' insurance); or a statement that the proposer either will obtain insurance immediately upon receiving a contract, or does not have professional liability insurance and either cannot or does not intend to obtain it.
9. A statement and complete description of any criminal convictions involving the proposer in the last 10 years.
10. A statement/description of any other volunteer or professional experiences that the proposer feels are relevant to the position; honors and awards; peer review ratings; etc.
11. Cost proposal. Preference will be given to proposals that provide cost certainty to the contracting jurisdictions, i.e., fixed-fee proposals. However, to the extent that a proposer proposes a different basis of compensation, include all additional costs that are proposed to be charged to the contracting jurisdictions, and the proposed billing rates for all personnel who may provide services under the respective contracts, including paralegals and legal assistants.
12. Reference letters (optional).



Law firms wishing to be considered for this contract should provide all of the above-described information for each individual who may provide services under the contract, as well as an estimate of the amount of time each such individual is expected to provide services, expressed as a percentage.

The City anticipates entering into a contract with the proposer/s whose proposal is/are deemed most advantageous. Applications will be scored and screened by the Cottonwood City Council.

The City of Cottonwood reserves the right to reject any and all proposals for incompleteness, unresponsiveness, or for any other reason, and to cancel and/or re-issue this solicitation, all in the City's sole discretion.

Cooperative Use of Agreement. With approval of the successful proposer/s, the agreement/s awarded as a result of this solicitation may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at <https://www.mesaaz.gov/home/showpublisheddocument/23638/637570242313800000>. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

**SOLICITATION TYPE:  
SERVICES SOUGHT:****REQUEST FOR QUALIFICATIONS/COST PROPOSALS  
Temporary Professional Legal Services for the City of  
Cottonwood, Arizona****SOLICITATION INVITATION NO.:  
RESPONSE DUE DATE AND TIME:  
LOCATION:****FY24-HR-01  
February 1, 2024 at 3:00 pm local Arizona time  
City of Cottonwood  
Administrative Services Department  
Purchasing Division  
821 N. Main Street  
Cottonwood, Arizona 86236**

The City of Cottonwood is inviting individuals and/or firms capable of performing legal services for the City of Cottonwood to submit a Statement of Qualifications & Cost Proposal in response to this solicitation.

Solicitation documents are available by email by contacting Lisa Lau, Contract/Purchasing Administrator at [llau@cottonwoodaz.gov](mailto:llau@cottonwoodaz.gov), or hard copies can be picked up at the City of Cottonwood, Administrative Services Department located at 821 N Main Street, Cottonwood, AZ 86326.

Responses to this solicitation will be received by the Purchasing Division, City of Cottonwood, 821 N. Main Street, Cottonwood, Arizona 86236, until the time and date cited above. Responses received by the correct time and date will be opened publicly at the Purchasing Division Office.

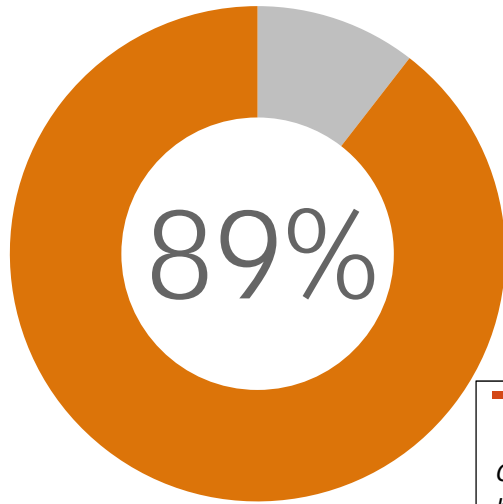
Responses must be in the actual possession of the Purchasing Division Office and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late responses or unsigned responses **will not** be considered under any circumstances.

Responses must be submitted in a sealed envelope with the solicitation invitation number and the Applicant's name and address clearly indicated on the envelope. All responses must be completed in ink or typewritten. Additional instructions for preparing your responses are provided on the following pages.

Publish Date: Verde Independent – Saturday January 20, 2024 and Tuesday January 23, 2024

**PUBLISHERS AFFIDAVIT REQUIRED**

## Percentage of Revenue Spent



## Current Fiscal Year Fund Balance/Carry Over (Revenue over Expenditures)

General Fund	1,622,418
Library	(121,509)
Airport	201,727
Streets - H.U.R.F.	115,735
Grant Fund	(121,647)
Transit - CAT & LYNX	(416,328)
Debt Service Fund	(1,097)
Capital Improvement Fund	90,142
Other Funds	(191,237)
<b>Total GF &amp; Non-Major</b>	<b>\$ 1,178,204</b>
Water Utility	(11,160)
Wastewater Utility	915,285
<b>Total Enterprise Funds</b>	<b>904,125</b>
<b>Total All Funds</b>	<b>\$ 2,082,329</b>

## Summary

## TOTAL REVENUE - ALL FUNDS

\$19,820,015

## TOTAL EXPENSES - ALL FUNDS

\$17,737,687

## FUND BALANCE/CARRYOVER - ALL FUNDS

\$2,082,329

## Budget

## TOTAL REVENUE - ALL FUNDS

\$154,228,910

## TOTAL EXPENSES - ALL FUNDS

\$154,228,910

## % Expensed of Budget

11.50%

As of the end of October 2023, the City's overall revenues exceeded expenses and the City had only expended 11.5% of the total FY 2024 Council Adopted budget. Although we had seen a slight dip in sales tax/transaction privilege tax (TPT) revenues as of October we are 3% over what we had received from the same period last year, the economy is strong despite the current inflation rates, increasing interest rates and the forecasting of a possible recession on the horizon. The sales tax - TPT makes up approximately 60% of the revenues received in the General Fund and over 56% of the total revenues collected for all funds. The current fund balance carryover accumulated in FY 2024 is a total of \$1,178,204, as is shown in the chart to the left. The Wastewater Utilities shows that the revenue collections are also over expenditures, this is due to projects that have not been started, the Water Utilities shows a deficit due to the timing of capital projects.

Below is a chart that shows sales tax/TPT tax comparisons for 2023 and the beginning of FY 2024. The month of October is actually up by 6% over the same month last year. At the present time the tax collections are up approximately 3% from the same period as last year or \$71,113 over the same period last year. The main increase in tax revenue, as shown in the chart below, is Restaurant and Bar Tax. As we would expect Retail Sales and Retail Sales-Food for Home Consumption make up approximately 72% of the total tax collected.

## Sales Tax Revenues

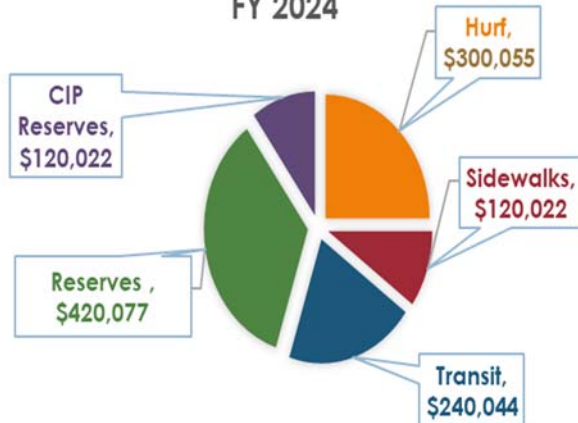
Month	Retail	Retail - Food for Home Consumption	Restaurant & Bar	Additional Hotel/Motel	Construction	Communications & Utilities	Residential Rental	Amusement & Others	Fiscal Year Total
Jul-22	1,194,543	360,207	184,967	52,011	150,808	47,945	47,110	95,765	2,133,357
Aug-22	1,098,864	337,464	167,135	45,222	295,716	47,510	49,668	92,765	2,134,344
Sep-22	1,087,802	350,896	157,997	43,103	170,533	48,274	36,877	112,869	2,008,352
Oct-22	1,121,808	338,433	195,986	53,464	79,556	48,328	89,857	89,313	2,016,745
	\$ 4,503,017	\$ 1,387,000	\$ 706,085	\$ 193,800	\$ 696,612	\$ 192,057	\$ 223,513	\$ 390,713	\$ 8,292,797
Jul-23	1,146,191	357,788	206,700	46,108	99,018	43,856	52,550	112,274	2,064,485
Aug-23	1,149,377	367,566	204,972	42,597	148,736	46,765	50,031	89,037	2,099,082
Sep-23	1,081,505	377,825	196,566	38,660	164,544	59,435	48,580	87,088	2,054,202
Oct-23	1,155,843	359,211	210,340	58,724	208,669	45,521	56,278	51,557	2,146,141
	\$ 4,532,916	\$ 1,462,389	\$ 818,579	\$ 186,089	\$ 620,966	\$ 195,576	\$ 207,440	\$ 339,955	\$ 8,363,910
Current Month Comparison Same Month Last year									
October	34,035	20,778	14,354	5,260	129,113	(2,807)	(33,579)	(37,756)	129,397
% Change	3%	6%	8%	10%	86%	-6%	-71%	-39%	6%
Year to Date vs. Year to date last year									
Year	29,898	75,389	112,494	(7,711)	(75,647)	3,519	(16,073)	(50,758)	71,113
% Change	3%	21%	54%	-17%	-76%	8%	-31%	-45%	3%



## ACTUAL vs. BUDGETED EXPENDITURES

FUND	Account Title	Actual	Budget - W/Out Carryover/Fund Balance	Remaining \$ *	Remaining % Goal - 66.6%
01	General Fund	\$ 9,843,449	\$ 44,984,140	\$ 35,140,691	78.1%
03	Library	498,663	1,492,100	993,437	66.6%
05	Airport	102,657	1,026,870	924,213	90.0%
10	HURF - Department	823,340	2,146,415	1,323,075	61.6%
10	HURF - Construction	74,924	12,239,420	12,164,496	99.4%
15	Transit	815,785	3,714,885	2,899,100	78.0%
20	Debt Service	548,789	2,016,960	1,468,171	72.8%
50	Water	3,405,689	20,314,160	16,908,471	83.2%
51	Wastewater	1,111,235	15,907,965	14,796,730	93.0%
	Combined - Non Major Funds	513,156	7,417,385	6,904,229	93.1%
<b>Total</b>		<b>\$17,737,687</b>	<b>\$111,260,300</b>	<b>\$93,522,613</b>	<b>84.06%</b>

\*Graph depicts the scale of remaining balances

SALES TAX (TPT) RESERVES ADDED  
FY 2024

At the end of the fourth month of the fiscal year, all expenses ended under where we would expect to see them with the exception of the Debt Service Fund. The Debt Service fund is a monthly charge that is calculated based on the annual total of Debt Service and will always be on track, it is expected that the debt service funds would be at 66.6%. Overall, the City has only expended 15.94% of the budgeted amount without carryover/fund balance. In the chart above, you can see the percentage and dollars of the remaining budget of each fund.

Salaries and benefits made up 42% of the City's expenses at a total of \$7.5M at the end of the October. This percentage is lower than past years due to the City fully funding the Public Safety Personnel Retirement System for Police and Fire, decreasing the monthly pension contribution amounts. The budget for FY 2024 has 237 full-time employees budgeted and on average pays 250 to 280 people, some of which are part-time.

The 0.5% Sales Tax (TPT) increase adopted in FY 2019 was allocated to various reserves and to increase funding for HURF (streets), Sidewalks and Transit. For fiscal year 2024 the City has allocated this increase to CIP, Streets, Transit and Reserves. The chart on the left shows the total allocations from July to September of this fiscal year. These allocations will be used to fund future capital projects and support for these departments.

## Expenses By Category



**CLAIMS EXCEPTIONS REPORT OF FEBRUARY 06,2024**

<b>FUND</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
All	City of Cottonwood	Payroll 01/19/2024	801,194.93
All	City of Cottonwood	Payroll 02/02/2024	782,558.89
All	All Copy Products	Annual Copier Maintenance & Library copier replacement	10,676.43
All	Amazon Capital Services	City wide Computer supplies and office supplies	10,891.54
Gen	Arizona PPE Recon Inc	Fire Equipment	12,006.50
Gen	Arizona State Treasurer	Court Fines	17,149.39
Utilities	Brown & Brown	Adjudication Atty Fees	18,685.00
Utilities	Core & Main LP	Water Equipment and Radio Meters and installation	287,902.06
Utilities	DARcor & Associates Inc	Verde Santa Fe Well Design	13,179.00
All	Diesel Direct West	City wide Fuel	15,266.78
Gen	Elliot D. Pollack & Company Consulting LLC	Economic Development Strategy	10,000.00
Utilities	Empire Southwest	Generator Maintenance	5,021.62
Utilities	Ferguson Waterworks	Water Equipment	9,183.46
Utilities	Grainger	Water Equipment	10,807.58
Transit	Hansen Enterprise Fleet Repair	Vehicle Maintenance	32,880.04
Gen	Housing Solutions of Northern Arizona	Quarterly management of Housing Assistance Program	6,250.00
Utilities	iamGIS Group LLC	Asset management Software	12,000.00
Utilities	JS&S Water Holdings Inc	Startup Services	6,600.00
Transit	Kimley Horn Associates Inc	Transit Development 5 yr. plan	8,817.62
Capital	LAST Architects	Balance of Invoice 22-002-011 City Hall Design	17,748.00
Gen	Manzanita Outreach	FY 2024 Outside Agency Funding 1st and 2nd Quarter	9,775.00
Gen Utilities	Musgrove Drutz Kack & Gautreaux	Prosecuting Attorney Services & review of Wastewater line matter	11,317.50
HURF	POINT Engineers LLC	Main Street Design	67,975.33
Gen	The Pun Group, LLP	Annual Audit FY 2023	15,000.00
CDBG	Tierra Verde Builders	Transitional Housing - CDBG Grant	71,135.77
Gen	Verde Valley Humane Society	Monthly Kennel Fees January & February	8,988.80
Gen	Verde Valley Senior Center	Outside Agency Funding Quarterly	13,875.00
Utilities	VLS Environmental Solutions LLC	Biosolids Hauling	10,808.36
<b>TOTAL</b>			<b>\$ 2,297,694.60</b>