



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, December 16, 2014
3:00 PM**

**Council Chambers
201 South Cortez Street
Prescott, Arizona 86303
(928) 777-1100**

The following Agenda will be considered by the Prescott City Council at its **Regular Voting Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02. One or more members of the Council may be attending this meeting through the use of a technological device.

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION** Father Jeffrey Frate
St. George Orthodox Church of Prescott
- ◆ **PLEDGE OF ALLEGIANCE** Councilman Kuknyo
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Kuykendall	
Mayor Pro Tem Lamerson	Councilman Kuknyo
Councilman Arnold	Councilman Lazzell
Councilman Blair	Councilwoman Wilcox

- ◆ **ANNOUNCEMENTS**
- ◆ **PRESENTATION**

A. Presentation of donation from State Farm Insurance for residential smoke detectors

I. CONSENT AGENDA

CONSENT ITEMS I.A. – I.I. LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCIL MEMBER SO REQUESTS.

- A. Approval of minutes of the City Council Special Meeting held on November 12, 2014
- B. Adoption of Resolution No. 4268-1477 approving a modification to a prior intergovernmental agreement (City Contract No. 2014-147) with the Arizona Department of Revenue for municipal privilege tax audits
- C. Approval of one-year extensions to each of (1) City Contract No. 2013-101 with Energy Savings Heating and Cooling, in the amount of \$16,463.94, and (2) City Contract No. 2013-102 with Pueblo Mechanical, in the amount of \$12,832.89, for annual heating, ventilation, and air conditioning (HVAC) preventive maintenance services (Facilities Maintenance Fund)
- D. Adoption of Resolution No. 4269-1478 accepting Arizona Department of Homeland Security Grant Program Awards, in the total amount of \$11,000.00 for an airbag set (Project No. 140514-01) and confined space rescue equipment (Project No. 140514-02) for the Prescott Fire Department
- E. Adoption of Ordinance No. 4915-1453 granting an ingress/egress easement to Thomas Contini

ORDINANCE NO. 4915-1453 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING AN INGRESS EGRESS EASEMENT TO THOMAS CONTINI AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT.

- F. Adoption of Ordinance No. 4919-1457 authorizing acceptance of a public water easement dedication from Macerich WTC II, Corp., a Delaware Corporation

ORDINANCE NO. 4919-1457 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A PUBLIC WATER EASEMENT DEDICATION FROM MACERICH WTC II, CORP., A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION.

- G. Adoption of Ordinance No. 4920-1458 authorizing acceptance of a public utility easement from Granite Dells Estates Properties, Inc.

ORDINANCE NO. 4920-1458 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY EASEMENT

FROM GRANITE DELLS ESTATES PROPERTIES, INC., AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT.

- H. Approval of annual Tech Logic maintenance renewals for the Radio Frequency Identification (RFID) system at the Prescott Public Library in the amount of \$14,367.94
- I. Approval of Amendment No. 1 to City Contract No. 2014-170, FY 2014 Pavement Preservation Project, with Southwest Slurry Seal, Inc., in the amount of \$16,021.69

RECOMMENDED ACTION: MOVE to approve Consent Agenda Items I.A.- I.I.

II. REGULAR AGENDA

- A. Public Hearing and consideration of a Series 12, Restaurant liquor license application from Michael Raymond Sally, applicant for Sally's BBQ & Tastebuds Pizza, located at 334 South Montezuma Street

RECOMMENDED ACTION (separate motions): (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny Liquor License Application No. 12133600, for a Series 12, Restaurant license for Sally's BBQ & Tastebuds Pizza located at 334 South Montezuma Street.

- B. Approval of two-year agreement with Arthur Markham to serve as Prescott City Judge (City Contract No. 2015-078)

RECOMMENDED ACTION: MOVE to approve City Contract No. 2015-078.

- C. Approval of Acker Trust Board grants for Fiscal Year 2015

RECOMMENDED ACTION: MOVE to approve Acker Trust Fund Fiscal Year 2015 grant awards of \$2,500.00 to Musicfest; \$2,500.00 to the Yavapai College Foundation - New Horizons School Matinee; and \$2,650.00 to the Yavapai Symphony Association.

- D. Approval of annual support and maintenance for OnBase document imaging system software by Databank IMX in the amount of \$29,994.95

using State of Arizona Contract No. EPS090009-3 pricing

RECOMMENDED ACTION: MOVE to approve the annual support and maintenance for the OnBase document imaging system by Databank IMX using State of Arizona contract pricing in the amount of \$29,994.95.

- E. Acceptance of an Arizona Department of Transportation funding grant in the amount of \$67,500.00 for design of improvements including the PAPI and REIL Navigation Aids for Runway 12 & 30, and the PAPI Navigation Aid for Runway 3R & 21L; and approval of Authorization of Services No. 6 for accomplishment of the design by Dibble Engineering in an amount not to exceed \$64,192.00 (City contract No. 2014-029A6)

RECOMMENDED ACTION: MOVE to (1) Accept ADOT Grant No. E5S1Y in the amount of \$67,500.00; and (2) approve Authorization of Services No. 6 under City Contract No. 2014-029 with Dibble Engineering in an amount not to exceed \$64,192.00.

- F. Adoption of Resolution No. 4267-1476 authorizing the cooperative procurement of a replacement Regional Use Hazardous Material Response Vehicle with Central Yavapai Fire District

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4267-1476.

- G. Approval of Special Use Permit SUP14-002 for the installation of a cell tower at 1115 Iron Springs Road [Site Zoning: Business Regional (BR); Property Owner 1117 Iron Springs Road, LLC; APN 115-09-036A]

RECOMMENDED ACTION: MOVE to approve SUP14-002 for a cellular monopole antenna at 1115 Iron Springs Road, with the following conditions;

1. The maximum height shall not to exceed 65 feet
2. The minimum required setbacks are reduced to 21 feet from the southwest property line and 27 feet from the southeast property line
3. The tower, antenna array and other attachments shall be painted flat gray.

- H. Approval of Special Use Permit SUP14-003 for the installation of a cell tower at 1801 Williamson Valley Road [Site Zoning: Multifamily Medium (MF-M); Property Owner: Prescott Unified School District; APN 116-04-002E]

RECOMMENDED ACTION: MOVE to approve SUP14-003 for a cellular monopole antenna at 1801 Williamson Valley Road, with a maximum height of 75 feet to the top of the false pine tree.

- I. Approval of Special Use Permit SUP14-004 for the siting of a cellular antenna installation on the top parking deck of the Granite Street Parking Garage at 133 South Granite Street [Site Zoning: Downtown Business (DTB); Property Owner: City of Prescott; APN 109-02-006B]; and approval of City Contract No. 2015-060, a lease agreement with AT&T Mobility

RECOMMENDED ACTION (separate motions): (1) MOVE to approve SUP14-004, a cellular antenna site on the top parking deck of the City parking garage at 133 South Granite Street, with the following conditions:

- a. the antennas and equipment shall be contained in enclosures disguised to match the appearance of the building**
- b. the enclosures shall not exceed the height of the existing elevator tower.**

(2) MOVE to approve City Contract No. 2015-060, a lease agreement with AT&T Mobility for use of space on the top parking deck of the Granite Street Garage.

- J. Approval of PP14-001, Preliminary Plat of Sierry Peaks Heights, a 6-lot subdivision encompassing approximately 3.28 acres [Zoning: Single-family 18 (SF-18); Property Owner: Alan R. Payne Revocable Trust; APN 115-10-004M]; and Water Service Agreement No. 14-010 (City Contract No. 2015-079)

RECOMMENDED ACTION (separate motions): (1) MOVE to approve PP14-001, the Preliminary Plat of Sierry Peaks Heights; and (2) MOVE to approve Water Service Agreement No. 14-010 (City Contract No. 2015-079).

- K. Approval of RP14-006, an amendment (Revision of Plat) to Final Plat FP14-001, Granite Dells Estates Phase 1A, to modify the interior side yard setback from 5 feet to 0 feet, and change street names [Zoning:

Single-family 6 (SF-6) (PAD); Property Owner: Granite Dells Estate Properties, Inc.]

RECOMMENDED ACTION: MOVE to approve RP14-006, an amendment to the Final Plat of Granite Dells Estates Phase 1A.

- L. Consideration/approval of pay adjustments for the three Council appointees: City Clerk, City Attorney, City Manager

RECOMMENDED ACTION: (separate motions):

1. City Clerk: MOVE to increase the base pay of the City Clerk by \$5,998.00, effective December 16, 2014, implementing direction provided at the time of her 6-month as well as annual performance reviews.

2. City Clerk: MOVE to grant a ____% annual increase to the base pay of the City Clerk, as adjusted by the prior motion, effective January 4, 2015

3. City Attorney: MOVE to grant a ____% annual increase to the base pay of the City Attorney, effective January 4, 2015.

4. City Manager: MOVE to grant a ____% annual increase to the base pay of the City Manager, effective January 4, 2015.

- M. Appointment of Mayor Pro Tempore

RECOMMENDED ACTION: MOVE to appoint _____ as Mayor Pro Tempore.

III. ADJOURNMENT

EXECUTIVE SESSION

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (ii) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (iii) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (iv) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. §38-431.03(A)(4));
- (v) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (vi) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated

- representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6));
- (vii) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. §38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless City Council takes a legal action at a properly noticed open meeting to approve of such expenditures prior to incurring any such obligation or indebtedness. A.R.S. §38-431.07(A)(B).

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on _____ at _____ m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Dana R. DeLong, CMC, City Clerk

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of minutes of the City Council Special Meeting held on November 12, 2014

Approved By:

Date:

City Clerk: DeLong, Dana	12/11/2014
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Item Summary

Presented for approval are the City Council minutes of the Special Meeting held on November 12, 2014.

Attachments

1. November 12, 2014, Special Meeting Minutes

Recommended Action: MOVE to approve the City Council minutes as presented.

PRESCOTT CITY COUNCIL
SPECIAL MEETING
TUESDAY, NOVEMBER 12, 2014
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL MEETING OF THE PRESCOTT CITY COUNCIL HELD ON TUESDAY, NOVEMBER 12, 2014, in the PRESCOTT PUBLIC LIBRARY, FOUNDERS ROOM located at 215 EAST GOODWIN STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 10:00 A.M.

◆ **ROLL CALL:**

Present:

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Kuknyo
Councilman Lazzell
Councilwoman Wilcox

Absent:

None

**Steering Group Participants
Private Sector**

Present:

Dr. Frank Ayers – Chancellor, ERAU (Prescott)
Michael Gjede - Brigadier General, USAF (Retired)
John Markham - Engineer, Cobham Aerospace Communications
Rick Roberts – Captain, FedEx (Retired)
David Shingledecker – Vice President and General Manager, General Dynamics Integrated Space System Division (Retired)
Dr. Robin Sobotta – Chair, Business Department, ERAU
Alex Vakula - Attorney, The Vakula Law Firm

Absent:

Kevin Lane – Founding Principal, Lane Brothers and Co.
John Gorden – Real Estate Broker

City Participants

Present:

Mayor Marlin Kuykendall
Craig McConnell, City Manager

John Cox, Airport Manager
Jeff Burt, Director, Department of Economic Initiatives - Facilitator

◆ **PLEDGE OF ALLEGIANCE** by General Gjede

I. PRESENTATION AND DISCUSSION

A. Development of Ernest A. Love Field – a Catalyst for Airport Area and Citywide Economic Development

Craig McConnell, City Manager, presented. He said the process of addressing the Airport Area began in March 2013, with a structured inquiry to address economic develop. He noted that Jeff Burt provided four strategic planning sessions to the Council, last Spring. The last session outlined key actions, which included meeting with stakeholders.

Mr. McConnell noted that stakeholder input was necessary because the City was not in the development business, but would like to be a catalyst for economic development of the Airport Area, which had the most promise for certain types of economic development. The goal with the recommendations from the stakeholders was to assure compatibility in the timing, type, quality and location of new development at the airport.

Jeff Burt, Economic Development Director, showed a PowerPoint, which included:

- PRESENTATION TOPICS
- AIRPORT AREA – 2 mile radius and roughly 8,000 acres
- STEERING GROUP PARTICIPANTS
- STEERING GROUP PURPOSE

The purpose of the group was to gain a broader prospective of the issue, as it related to the Federal Aviation Administration (FAA), Arizona Department of Transportation (ADOT) and general funding issues, by providing feedback to the Council and audience.

- PROCESS

The committee convened beginning the last week of January 2014, for 23 Friday afternoon meetings. They conducted a strategic analysis (SWOT), strengths, weaknesses, opportunities and threats, as it related to the airport and airport area.

General Gjede continued with the presentation to discuss:

- KEY AIRPORT FINDINGS

General Gjede said the key area findings were based on interviews, presentations and research. The Airport Area represented significant economic promise due to land

availability under single ownership, existing and expandable City infrastructure and appropriate zoning and location. He noted that the committee wanted everything to be compatible with the live, work and play theme in the City of Prescott.

General Gjede noted that there were excellent roads to get to the airport and the Airport Area with opportunities for commercial development. The development would correspond with housing that was planned in the area. The area could become the Greater Prescott hub for new manufacturing and distribution enterprises. He said the area presented an excellent opportunity for the City to be creative in its housing policies and practices. The committee noted that Prescott needed a mix of housing to facilitate development.

General Gjede noted that the airport was the center of the entire process and was an underutilized City asset. The future economic success would be defined by the City's ability to extend and strengthen the main runway. Airport development required a long-term financial commitment of the City, one that would leverage a return on investment of between 8 and 10:1. The priorities and timing of airport improvements were heavily influenced by and dependence upon federal (FAA) and state (ADOT) policies and decisions.

David Shingledecker continued the presentation with:

- RECOMMENDATIONS AND IMPLEMENTATION – PARTNERSHIPS AND LEVERAGE
 - GOAL – Integrate planning and development of the Airport Area to achieve a live, work, and play environment

Mr. Shingledecker noted that the first action was to provide stable and sustainable funding to implement recommendations. He noted that the new commercial ventures had to be facilitated along SR 89 and SR 89A, while protecting the Airport from encroachment by incompatible land uses. He said housing would be moving into the area which would encourage, retail, restaurants and hotels. Some of the existing businesses said the roads and accesses were lacking and needed to be put together in an integrated plan with future growth.

The Airport Area needed to be promoted as the City's primary location for new manufacturers. He said basic marketing materials should be put together to promote Prescott, the land available and a good workforce.

Mr. Shingledecker said land in the area was viewed by many as unaffordable. He discussed the idea of a Community Land Trust. The land trust was a 501-C3 organization where land was leased through multiple property owners who would own the house. When the house was leased, there was a predefined formula as to what the

lesser would get back. He said it has been around for 40 years and had been very successful in other areas. He mentioned an area in Albuquerque as an example.

Dr. Ayers and Dr. Sobotta discussed:

- GOAL – Develop PRC as a Commercial Airport exceeding 10,000 Annual Enplanements (qualifying for greater FAA funding) while Planning for 50,000 Annual Enplanement Long-Term (15-20 years)

Dr. Ayers said many of the Embry-Riddle students fall in love with Prescott, but are unable to find jobs here, which was why he thought the project was so important.

The key item that had to happen to facilitate the project was to have an airport that was usable for corporations, fire service and other airlines. He noted that the upgrades would make the Prescott airport a link out to other hubs. Lengthening Runway 3R-21L, strengthening the runway and taxiways, and realigning Taxiway Charlie would require replacement of the terminal.

He said it was critical to lengthen the runway, because in the hot summer months, aircraft cannot perform at the safety margins the FAA required. He noted that corporate aircraft that had attempted to come into the City would not land here in the summer, because they cannot leave. Several airlines have dealt with this by limiting ticket sales, taking seats off airplanes and by putting passengers on buses. He said passengers should have a reasonable expectation that they could buy a ticket and fly out of the airport.

Dr. Ayers said the fire service operated the planes at maximum gross weight and fire season was during the hottest months. The Prescott airport should be the airport of choice for the United States Fire Service for the future. The current terminal building operated under a waiver from the FAA because the security area was considered a temporary building. He noted that two possible locations existed for the terminal placement.

He introduced Dr. Sobotta, the National Expert on airport funding. She noted it was important and reasonable to go over the 10,000 annual enplanement mark. The definition of enplanement was the person getting on board an aircraft. She noted that it was different than an aircraft operation, which was an aircraft taking off and landing. In order to meet the 10,000 per year mark, a funding milestone, there would need to be 800 people getting on a plane per month or 27 per day. The airport would then move from non-primary to primary status, which would greatly increase the funding potential. She noted that there were different levels of primary service. Dr. Sobotta noted the Prescott was between 5,000 and 6,000 enplanements per year, currently.

Councilman Blair asked if the goal was 10,000, how the City would increase passengers. Dr. Sobotta said marketing and offering incentives. She said they had

spoken to major commercial service providers and she said it may just be communication between the community and the carrier to determine how needs on both sides could be met. Councilman Blair asked why Kalispell, Montana had three major carriers flying into their airport, and why Prescott could not get one reliable carrier. Dr. Sobotta noted the terminal complex was a problem that was mentioned in the interviews they did. She also noticed the safety margin of the longer runway would also make a difference.

Councilman Kuknyo asked if the enplanements had to be scheduled service or would tourism flights to the Grand Canyon or Sedona qualify. Dr. Sobotta said it would have to be scheduled commercial service, although charter traffic was critical for the viability to the community.

Dr. Sobotta said the commercial service was critical for people placing their businesses in Prescott. They wanted reliable, close commercial service in order to conduct business. She noted that businesses did not want more than a one hour drive to commercial airline service.

Rick Roberts noted that some businesses may have a corporate jet that flew in and out of the City seven times per year, but it was imperative that they be able to do that. He noted that they would generate many enplanements because people would be traveling to different meetings with customers.

Councilwoman Wilcox said she would like to see a long-term commitment from the carriers. Dr. Sobotta noted that the carriers felt the same way, in reverse. They wanted to see the investment from the City, indicating a long-term commitment.

Dr. Ayers said the goal was not to get to the 10,000 enplanements. He noted that it was just a point to get to the next level. He said the goal was to build enplanements and noted that the market was there. Many people drive from Prescott to Phoenix to fly. Mr. Shingledecker said many people who were flying from Prescott to Los Angeles stopped doing that because of the reliability issues.

Dr. Sobotta noted that not only was the I 17 corridor becoming congested but, the services that people had enjoyed at the Phoenix Airport would be affected by the mergers in roughly two and one half years. She said that Prescott should have the ability to serve areas other than Phoenix and connect passengers to other markets. Mr. Shingledecker noted other major hubs that had been severely affected by mergers, such as Pittsburg and St. Louis.

Mayor Pro Tem Lamerson noted that Prescott had a water policy, which reserved 10 percent of the available alternative water. He said he liked the idea about the land trust and said the City did something similar with Trader Joe's. He noted that the enhancements at the airport were not just for economic development opportunities, but

also for public health and safety with the extension of the runways for the slurry bombers.

Dr. Ayers showed the Airport Capital Improvements map, which included the area for the runway extension and possible sites for the terminal. Mr. Burt said the minimum extension was 1,365 feet, but as staff put together the costs, they included enough money to take it up to 2,000 feet longer for a total of 9,600 feet. He said regional jets would be very comfortable landing and taking off there.

Mayor Pro Tem Lamerson asked if the plan they were looking at aligned with the plan Council agreed to some months ago. Mr. Burt said the recommendations aligned with the middle package Council agreed on. Mayor Pro Tem Lamerson asked what Council was being asked to do and what their next step was.

Mr. Burt showed the next slides:

- STEERING GROUP KEY ECONOMIC DEVELOPMENT RECOMMENDATIONS FOR THE AIRPORT AREA
- NEXT STEPS

He noted that the next steps for staff and Council were preparing and adopting a resolution of the Airport and Airport Area recommendations. He said that should be done right after the first of the year. Secondly, the approval of a contract for an Airport terminal siting assessment (north and south alternatives) should be completed.

Mayor Pro Tem Lamerson asked if those two steps would open the door for the FAA to pursue what the community wants to do. Mr. Burt said yes.

Councilman Blair asked why the assessment had to be done. Mr. Burt said they did not know which site would be better. He noted that each site had pluses and minuses. The real issue was that the safety area of the current location would be impinged by Taxiway Charlie, and had to be moved. He noted that if the terminal were located on the South side of the airport, it may have more of an impact on economic development. Councilman Blair said the City lost the opportunity to expand the runway because the environment assessment went away. He said there was a lot of land that needed to be acquired and he wanted to see action.

Mr. Shingledecker said the land owners said the same thing. They asked why they should listen to the City now, when the project had been started and stopped before. He said the Steering Committee was asking the City to get started on the project and keep moving. He noted that credibility was gone when the City stopped a project to reconsider it. Dr. Ayers noted that it was a marathon and not a sprint. There had to be a long term commitment by the City of Prescott.

Councilman Arnold said he thought the Council was committed to taking a long-term commitment and creating a resolution that had been recommended. He agreed with the comments from the FAA and business community about the City starting and stopping. He said this was the first time he had seen a clear plan. He noted that there were people on the staff who could lead the charge. He would like to see regular Council updates so they knew funding was going where it should go, and they could direct staff's priorities. He would like to set year by year goals. He noted that the budget process started in approximately 90 days and the Airport Area was a crucial part of the budget.

Mayor Pro Tem Lamerson noted that Mr. Burt was promoting the airport differently than it had been promoted before. He would like to move forward and prioritize what was important for the community's future.

Councilwoman Wilcox noted that Council would be looking at the General Plan in the next month and they should make sure that the language in the proposal was incorporated in the General Plan so it became a long-term guide for the area.

Councilman Lazzell asked about the mergers of the airlines and if it would affect the smaller airlines. Dr. Sobotta said it would affect service at all levels. She said the plan at the Phoenix airport was to move all of the airlines to Terminal 2 that are in Terminal 3. They would reinvent Terminal 3 and raze Terminal 2 and consolidate all of the services into two terminal buildings. They expected to see a significant drop in enplanements to the Phoenix Metropolitan Area. The associated regional carriers that work with them would be impacted.

Councilman Lazzell said the dropped service of the larger airlines may create a niche for smaller airlines to give better service. Dr. Sobotta said that may be one of the issues. She felt they would also see a drop in choices for individuals who would drive to Phoenix, and Prescott may want to explore other hubbing operations, like Salt Lake City, Denver and California. Dr. Ayers noted that he had flown to Salt Lake City and on to Nashville, and he flew a regional jet. He said it would be a steady opportunity for Prescott to cash in.

Councilman Kuknyo said the Prescott Airport needed to grow up. He said the City did not need fancy, but they needed functional. He thought the terminal could be built to be expanded upon.

Alex Vakula noted that the group talked a lot about the airport area and he did not want to lose sight of that. He said the airport was the key. The landowners would make decisions on build out based on the length of the runway and certainty that the City was committed to the project.

Dr. Ayers noted that the issue of affordable housing came up on many occasions. He said many people lived in other communities because property values were too high. He noted that the biggest consumer group was approximately 27 to late 40's.

John Markham noted that he employed 180 employees in aerospace manufacturing, with a broad range of skills and salaries. Their recruiting was incumbent upon affordable housing. He said he needed the runway and terminal infrastructure to get clients in and out of the airport. He noted that the infrastructure around the Airport Area was also critical to attract employees and customers and other businesses who served them. He noted that they used subcontractors who needed to get in and out of Prescott.

Mayor Kuykendall hoped that everyone would take the time to study the matrix. He said it was more than the Airport. The City was looking for a driver for economic development for the North part of the airport. The Airport became the center point and the commitment to the airport had a big effect to all of the land around the airport. He said that Council would instruct the staff to move forward with a resolution that would commit the City of Prescott to begin the first process. He noted that it would tell the community that the City was ready to contribute dollars to the project. He would like to have the resolution come back to Council at a December meeting.

Mayor Pro Tem Lamerson said staff needed to iron out the water issues. He said they had to look into the Alternative Portfolio, exercising their right to import, addressing water needs, and living accommodations. He said there was an inadequate infrastructure of resource availability. They needed to talk about how to get water to prepare to do some of the things they wanted to do in the Airport Area.

Councilman Blair said there were a lot of landowners around the Airport. He asked if the needs and concerns of the owners had been addressed or if staff knew what land was available. Mayor Kuykendall said, with the Council's guidance, it was a management requirement. He said that both Mr. McConnell and Mr. Burt had been meeting with the landowners. Councilman Blair asked if the Airport Active Zone was still viable. Mr. McConnell said the Aircraft Safety Zones would be a factor in the runway extensions.

Mr. Vakula noted that the committee was made up of all Prescott residents and they were available to answer Councils questions at any time.

II. ADJOURNMENT

There being no further business to be discussed, the Special Meeting of November 12, 2014, adjourned at 11:02 A.M.

ATTEST:

MARLIN D. KUYKENDALL, Mayor

DANA R. DeLONG, City Clerk

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Finance

AGENDA ITEM: Adoption of Resolution No. 4268-1477 approving a modification to a prior intergovernmental agreement (City Contract No. 2014-147) with the Arizona Department of Revenue for municipal privilege tax audits

Approved By:

Date:

Director:	Woodfill, Mark	12/08/2014
City Manager:	McConnell, Craig	12/10/2014

Item Summary

As a result of the "TPT Simplification" legislation, a comprehensive intergovernmental agreement (IGA) is currently being prepared. Since the new IGA will not be in place by January 1, 2015, when the legislation takes effect, modification of the subject existing agreement is proposed.

Council approved an IGA with the Arizona Department of Revenue on February 25, 2014 (City Contract No. 2014-147), for the sharing of tax-related information. Modification of that IGA will focus on the new centralized audit function administered by the Arizona Department of Revenue, specifying additional disclosure of information and provisions for the new auditing process. Beginning January 1, 2015, transaction privilege tax audits will address activity in all taxing jurisdictions in the State, regardless of which jurisdiction conducts the audit. In addition, assessments, appeals, and associated collections will be administered by the Department of Revenue.

Financial Impact

No significant financial impact is expected.

Attachments

1. Resolution No. 4268-1477
2. Modification to IGA (City Contract No. 2014-147)

Recommended Action: MOVE to adopt Resolution No. 4268-1477.

RESOLUTION NO. 4268-1477

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A MODIFICATION TO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH THE ARIZONA DEPARTMENT OF REVENUE, FOR MUNICIPAL PRIVILEGE TAX AUDITS.

RECITALS:

WHEREAS, the Council of the City of Prescott ("City") wishes to enter into a Modification to an Intergovernmental Agreement (City Contract No. 2014-147) with the State of Arizona, through the Arizona Department of Revenue ("ADR"), for the administration of taxes; and

WHEREAS, the Modification serves as an interim step for collection of municipal privilege taxes until a more comprehensive IGA between the City and the State can be adopted by the parties; and

WHEREAS, this Modification allows for additional disclosure information by ADR to the City and adds additional provisions regarding administration of audits ADR will perform on behalf of the City; and

WHEREAS, entering into this Modification with the State of Arizona, through ADR, for issuing municipal privilege tax collection will be in the best interests of the health, safety, and welfare of the City.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

Section 1. THAT, the City Council hereby approves a Modification to the IGA (City Contract No. 2014-147) with the State of Arizona, through ADR, for the administration of tax collection regarding those persons engaging in business in the City.

Section 2. THAT, the Mayor and staff are hereby authorized to sign the Modification the IGA with the State of Arizona, through ADR.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

**MODIFICATION TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA AND THE CITY OF PRESCOTT**

WHEREAS, The Arizona Department of Revenue, hereinafter referred to as Department of Revenue and City of Prescott, hereinafter referred to as City, have entered into an Intergovernmental Agreement (“IGA”)(City Contract #2014-147) regarding the administration of taxes imposed by the State or City, adopted by the parties, with an effective date of March 13, 2014; and

WHEREAS, The Arizona Legislature has enacted legislation amending the provisions of A.R.S. § 42-6001 et seq. that take effect January 1, 2015, and

WHEREAS, the Department of Revenue and the City are negotiating a comprehensive intergovernmental agreement (“IGA”) in accordance with the modified statutory provisions and enter into this modification to the original IGA (City Contract #2014-147) in order to provide an interim method for disclosure of information and audit until a new, more comprehensive IGA is completed and executed.

The parties agree to modify the original IGA as follows effective January 1, 2015:

1. Additional Disclosure of Information by Department of Revenue to City/Town.

In addition to the information set forth in the IGA, and subject to the same constraints outlined in the IGA, the Department of Revenue shall provide to the City information relating to transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and any other tax collected by the Department of Revenue on behalf of any jurisdiction if the information relates to a taxpayer who is or may be taxable by a county, city or town or who may be subject to audit by the Department of Revenue pursuant to A.R.S. § 42-6002.

2. Audits. The Department of Revenue shall administer the audit functions for the City taxpayers in accordance with the following provisions.

2.1 Standards: All audits shall be conducted in accordance with standard audit procedures defined in the Department of Revenue audit manual.

2.2 Training: All auditors shall be trained in accordance with the policies of the Department of Revenue.

2.3 Conflict of Interest: An auditor that is trained and authorized to conduct an audit may not represent any taxpayer in any tax matter.

2.4 Single City or Town Audits: City/Town may conduct an audit of a taxpayer that is engaged in business only in City/Town. Before commencing such audit, City/Town shall notify the Department of Revenue.

2.5 Other Audits: The Department of Revenue shall conduct all audits of taxpayers that have locations in two or more cities or towns unless the Department of Revenue expressly authorizes City/Town to conduct such an audit.

2.6 Jurisdictions Included in Audit: All audits shall include all taxing jurisdictions in this State regardless of which jurisdiction conducts the audit.

2.7 Assessments: The Department of Revenue shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

2.8 Appeals: Appeals of audit assessments shall be directed to the Department of Revenue and shall be administered pursuant to A.R.S. § 42-1251 et seq.

2.9 Notice: The Department of Revenue shall notify City/Town before entering into any compromise, closing, settlement or other agreement with a person related to the tax levied and imposed by the City/Town.

3. Merger. All other terms of the IGA not in conflict with this Modification or the statutory amendments remain in full force and effect until the IGA is terminated.

4. Signature Authority.

31.1 By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.

31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature	Date	Signature	Date
Typed Name and Title		Typed Name and Title	
Entity Name		Entity Name	
RESERVED FOR THE ATTORNEY GENERAL:		RESERVED FOR CITY/TOWN ATTORNEY:	
Attorney General no. _____, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. TOM HORNE The Attorney General _____ Signature Assistant Attorney General Date: _____		APPROVED AS TO FORM AND AUTHORITY: BY: _____ Jon M. Paladini, City Attorney Date: _____	

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Approval of one-year extensions to each of (1) City Contract No. 2013-101 with Energy Savings Heating and Cooling, in the amount of \$16,463.94, and (2) City Contract No. 2013-102 with Pueblo Mechanical, in the amount of \$12,832.89, for annual heating, ventilation, and air conditioning (HVAC) preventive maintenance services (Facilities Maintenance Fund)

Approved By:		Date:
Director:	Miller, Stephanie	12/08/2014
City Manager:	McConnell, Craig	12/11/2014

Item Summary

Approval of this item will authorize one-year contract extensions with Energy Savings Heating and Cooling and Pueblo Mechanical for annual heating, ventilation, and air conditioning (HVAC) preventive maintenance services. The original one-year contracts were previously extended for one-year in December 2013. Two additional one-year extensions will remain after approval of the requested one-year extensions.

Background

In November 2012, a formal bid process was conducted for heating, ventilation, and air conditioning (HVAC) preventive maintenance services. The contract supports City Hall, the City Hall Annexes, the Adult Center, Police headquarters, and other City facilities. Annual maintenance consists of filter changing, condenser coil cleanings, electrical system inspecting, and airflow rate testing, along with options for additional "as needed" repair work approved by the City. The City's Library has Mitsubishi equipment with specialized technical certifications, which required an alternative bid.

Contracts were awarded to Energy Savings Heating and Cooling for HVAC work on all City facilities (except the Library), and Pueblo Mechanical for the Library, and Council approved one-year contract extensions in December 2013.

Both vendors have continued to perform satisfactorily under their respective contracts, and the parties to each contract are agreeable to an additional one-year extension.

Agenda Item: Approval of one-year extensions to each of (1) City Contract No. 2013-101 with Energy Savings Heating and Cooling, in the amount of \$16,463.94, and (2) City Contract No. 2013-102 with Pueblo Mechanical, in the amount of \$12,832.89, for annual heating, ventilation, and air conditioning (HVAC) preventive maintenance services (Facilities Maintenance Fund))

The contracts provide that:

“Article 3-Time of Completion. The initial term of the contract shall be for a period of one (1) year. The contract may be extended for additional one (1) year periods up to a total of four (4) additional years through FY 2017, with the mutual consent of the City of Prescott and the Contractor. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI), not to exceed upwards or downwards of three (3) percent.”

Financial Impact

The Finance Department has calculated an allowable CPI increase of 1.7% for the contract extension period. The increases to the contracts are shown in the table below:

Vendor	Contact Amount FY 2015	Increase for CPI	New Annual Contract Amount
Energy Savings	\$16,188.73	\$275.21	\$16,463.94
Pueblo Mechanical	\$12,618.38	\$214.51	\$12,832.89
Total CPI Increase		\$489.72	

Recommended Action (separate motions): (1) MOVE to approve a one-year extension to City Contract No. 2013-101 with Energy Savings Heating and Cooling for annual HVAC preventive maintenance services in the amount of \$16,463.94; and **(2) MOVE** to approve a one-year extension to City Contract No. 2014-102 with Pueblo Mechanical for annual HVAC preventive maintenance services in the amount of \$12,832.89.

MEETING DATE/TYPES: VOTING MEETING 12-16-14

DEPARTMENT: Fire

AGENDA ITEM: Adoption of Resolution No. 4269-1478 accepting Arizona Department of Homeland Security Grant Program Awards in the total amount of \$11,000.00 for an airbag set (Project No. 140514-01) and confined space rescue equipment (Project No. 140514-02) for the Prescott Fire Department

Approved By:		Date:
Fire Chief:	Light, Dennis	12/10/2014
City Manager:	McConnell, Craig	12/11/2014

Item Summary

At the November 26, 2013, Council meeting, submittal of a 2014 Arizona Department of Homeland Security grant application was approved. Notification of two awards totaling \$11,000.00 has been received.

Background

The funding application was reviewed by the West Regional Advisory Council of Homeland Security, the reviewing agency for all Arizona Department of Homeland Security Grant requests from Yavapai, Mohave and La Paz Counties. Their recommendation includes partial funding for an airbag request and full funding for the confined space rescue equipment request.

Airbag Set

The original request was for two (2) ea. airbag sets and two (2) ea. stabilization strut systems. The grant award funds one (1) ea. airbag set and does not fund either stabilization strut system. This equipment can be used independently, therefore partial funding is acceptable. The approved airbag set will replace an existing unit which is over 30 years old and requires modification with high pressure hose line so it can be attached to standard 4,500 psi bottles.

Agenda Item: Adoption of Resolution No. 4269-1478 accepting Arizona Department of Homeland Security Grant Program Awards in the total amount of \$11,000.00 for an airbag set (Project No. 140514-01) and confined space rescue equipment (Project No. 140514-02) for the Prescott Fire Department

Confined Space Entry Equipment

Funding was authorized for one (1) ea. air cart with air supply line and fittings, four (4) ea. respirators, two (2) ea. 4,500 psi cylinders, one (1) ea. air monitor, and four (4) ea. chemical, biological, radiological, and nuclear defense (CBRN) facemasks. Not funded were one (1) ea. air monitor and two (2) ea. additional 4,500 psi cylinders as well as personal protective equipment (PPE - coveralls and elbow/knee protection). The funded equipment will provide support for the “two in, two out” requirement of an entry and backup team.

Both types of equipment are standard rescue equipment and enable Prescott fire personnel and technicians of the Prescott Area Regional Technical Rescue Response Team (TRT) to work in tandem with compatible equipment from Central Yavapai Fire and/or Chino Valley Fire, to ensure a full complement of equipment is on hand for incidents. The funded equipment supports emergency personnel and scene safety as well as victim access.

Financial Impact

Prospective funding of Homeland security grants was included in the FY 2014-2015 Grant Fund budget. These projects are funded at 100%, requiring no City match.

Attachments

1. Resolution No. 4269-1478
2. AZ Homeland Security Award Letter

Recommended Action: MOVE to adopt Resolution No. 4269-1478 accepting Arizona Department of Homeland Security grant awards for Project Nos. 140514-01 and 140514-02.

RESOLUTION NO. 4269-1478

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING GRANT FUNDING FROM ARIZONA HOMELAND SECURITY FOR AIRBAG RESCUE SET AND CONFINED SPACE RESCUE EQUIPMENT.

RECITALS:

WHEREAS, the Council of the City of Prescott ("City") wishes to formally accept grant funding from the Arizona Homeland Security Grant Program in the amount of \$11,000.00 for previously applied for grants numbered 140514-01 (airbag rescue set) and 140514-02 (confined space rescue equipment); and

WHEREAS, the grant is 100% funded by the Arizona Homeland Security Grant and there is no match or contribution required of the City; and

WHEREAS, accepting the grant funding from the Arizona Homeland Security Grant Program for the equipment recited above will be in the best interests of the health, safety, and welfare of the City.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

Section 1. THAT, the City Council of the City of Prescott hereby formally accepts the grant funding of \$11,000.00 from Arizona Homeland Security Grant Programs for the purchase of airbag rescue equipment and confined space rescue equipment.

Section 2. THAT, the Mayor and staff are hereby authorized to sign this Resolution, and any documents effectuating the terms contained in this Resolution.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2014.

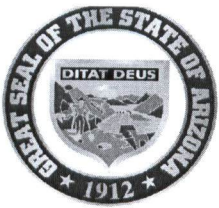
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney



State of Arizona



Governor Janice K. Brewer

Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Acting Fire Chief Eric Kriwer
Prescott Fire Department
1700 Iron Springs Rd
Prescott, AZ 86305-1390

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140514-01**
Project Title: **Airbag Set & Stabilization Strut Systems**

Dear Acting Fire Chief Eric Kriwer:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Airbag Set & Stabilization Strut Systems**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$11,000**. The grant performance period is **October 1, 2014 through September 30, 2015**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM

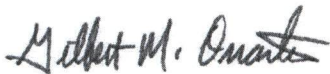
Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Battalion Chief Don Devendorf

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **140514-01** Sub-Recipient: **Prescott Fire Department**

Project Title: **Airbag Set & Stabilization Strut Systems**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact

Battalion Chief ~~Don~~

~~Devendorf~~

Print Name

Dave Essex

Signature

9/16/14

Date

Strategic Planner or
Assistant Director Planning & Preparedness

Print Name

Signature

Date

Award Funded as follows:

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	\$34,000	\$11,000	\$11,000
Training	\$ 0	\$ 0	\$ 0
Exercise	\$ 0	\$ 0	\$ 0
Planning	\$ 0	\$ 0	\$ 0
M & A	\$ 0	\$ 0	\$ 0
Organization	\$ 0	\$ 0	\$ 0
Award Total	\$34,000	\$11,000	\$11,000

This form is to be signed and returned.

This form is to be signed and returned.

Grant #: **140514-01** Sub-Recipient: **Prescott Fire Department**

Project Title: **Airbag Set & Stabilization Strut Systems**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Prescott Fire Department**

Point of Contact: **Battalion Chief Don Devendorf**

Sub-recipient Address:

Street: **1700 Iron Springs Rd**

City/State/Zip: **Prescott, AZ 86305-1390**

Head of Agency: **Acting Fire Chief Eric Kriwer**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **928-777-1700**

E-mail Address: **eric.kriwer@prescott-az.gov**

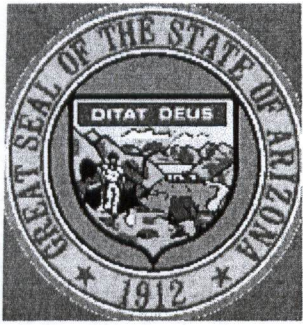
2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **West Region**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**

5. Total Dollar Amount Requested: **\$34,000** Total Dollar Amount Awarded: **\$11,000**

This form is to be signed and returned.



STATE OF ARIZONA

Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

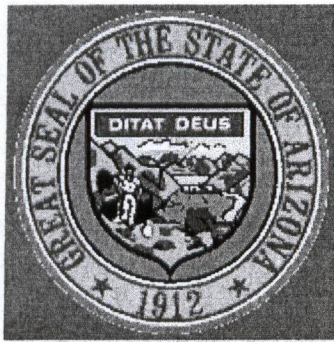
Prescott Fire Department

140514-01

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$34,000.00	\$11,000.00	\$11,000.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$34,000.00	\$11,000.00	\$11,000.00



STATE OF ARIZONA
Department of Homeland Security
2014 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL

Prescott Fire Department

140514-01

Equipment - Budget Narrative

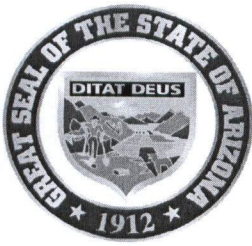
Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:

Search and rescue airbag lift kit consisting of 14 airbags (1 to 74 ton, multiples of some), master control kit and 10 inline relief valves; and 2 sets stabilization strut systems. The above equipment will be utilized by TRT rescue techs and firefighters to lift and stabilize heavy vehicles, machinery, and/or collapsed structural components off of trapped victims or to gain access to them.

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
03SR-01-ABAG	Search and rescue airbag lift kit	1	\$22,000.00	\$22,000.00	David Elenes	1	\$11,000.00
03SR-02-TLHN	Stabilization strut systems	2	\$6,000.00	\$12,000.00		0	\$0.00

Totals For Prescott Fire Department Contract Number 140514-01 Requested \$34,000.00 Approved \$11,000.00



Governor Janice K. Brewer

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2014

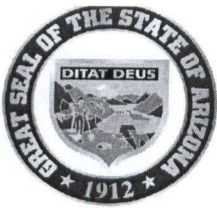
Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.



State of Arizona



Governor Janice K. Brewer

Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Acting Fire Chief Eric Kriwer
Prescott Fire Department
1700 Iron Springs Rd
Prescott, AZ 86305-1390

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140514-02**
Project Title: **Confined Space Entry Equipment**

Dear Acting Fire Chief Eric Kriwer:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Confined Space Entry Equipment**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$23,300**. The grant performance period is **October 1, 2014 through September 30, 2015. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM

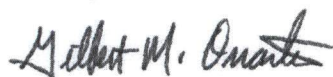
Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Battalion Chief Don Devendorf

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **140514-02** Sub-Recipient: **Prescott Fire Department**

Project Title: **Confined Space Entry Equipment**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact

Battalion Chief ~~Don~~
~~Devendorf~~ *Dave Essex*

Print Name

Signature

Date

9/16/14

Strategic Planner or
Assistant Director Planning & Preparedness

Print Name

Signature

Date

Award Funded as follows:

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	\$28,800	\$23,300	\$23,300
Training	\$ 0	\$ 0	\$ 0
Exercise	\$ 0	\$ 0	\$ 0
Planning	\$ 0	\$ 0	\$ 0
M & A	\$ 0	\$ 0	\$ 0
Organization	\$ 0	\$ 0	\$ 0
Award Total	\$28,800	\$23,300	\$23,300

This form is to be signed and returned.

This form is to be signed and returned.

Grant #: **140514-02** Sub-Recipient: **Prescott Fire Department**

Project Title: **Confined Space Entry Equipment**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Prescott Fire Department**

Point of Contact: **Battalion Chief Don Devendorf**

Sub-recipient Address:

Street: **1700 Iron Springs Rd**

City/State/Zip: **Prescott, AZ 86305-1390**

Head of Agency: **Acting Fire Chief Eric Kriwer**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **928-777-1700**

E-mail Address: **eric.kriwer@prescott-az.gov**

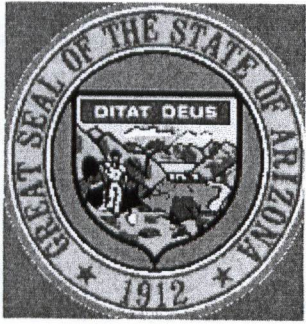
2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **West Region**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**

5. Total Dollar Amount Requested: **\$28,800** Total Dollar Amount Awarded: **\$23,300**

This form is to be signed and returned.



STATE OF ARIZONA
Department of Homeland Security
2014 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL

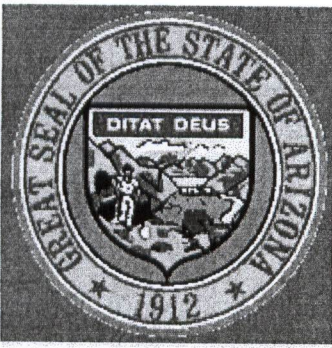
Prescott Fire Department

140514-02

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$28,800.00	\$23,300.00	\$23,300.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$28,800.00	\$23,300.00	\$23,300.00



STATE OF ARIZONA

Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

Prescott Fire Department

140514-02

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:

Portable air cart with fittings; 1200 ft air supply line; 4 Type CE respirator with 10-minute escape cylinder; 2, 4-gas air monitors; 4,4500 psi 60 minute air bottles; 4 CBRN facemasks with in-mask microphone; 4 sets nomex coveralls and 4 set selbow and knee pads. All of the above are used for confined space entry by the regional technical rescue response team members in a two in,two out setup of an entry and a backup team.

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
01AR-01-SCBA	4500 psi 60 minute cylinder	4	\$1,500.00	\$6,000.00	David Elenes	2	\$3,000.00
01AR-02-APR	CBRN facemask, varied sizes, with in-mask microphone	4	\$1,100.00	\$4,400.00	David Elenes	4	\$4,400.00
01AR-05-COMB	Type CE supplied air respirator with 10 minute escape cylinder	4	\$2,200.00	\$8,800.00	David Elenes	4	\$8,800.00
01UT-01-GARM	Nomex coveralls	4	\$300.00	\$1,200.00		0	\$0.00
01ZA-06-PRPD	Knee pads, elbow pads	4	\$50.00	\$200.00		0	\$0.00
03SR-03-KMON	Air monitor, 4 gas	2	\$1,100.00	\$2,200.00	David Elenes	1	\$1,100.00
19MH-00-CPAC	Portable air cart, air supply line, fittings	1	\$6,000.00	\$6,000.00	David Elenes	1	\$6,000.00

Totals For Prescott Fire Department Contract Number 140514-02 Requested \$28,800.00 Approved \$23,300.00

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4915-1453 granting an ingress/egress easement to Thomas Contini

Approved By:

Date:

Director:	Hash, Henry	12/10/2014
City Manager:	McConnell, Craig	12/11/2014

Item Summary

Approval of this ordinance would authorize the granting of an ingress egress easement to Thomas Contini, for legal access to two landlocked lots he owns, from Downer Trail, a public street.

Background

Mr. Thomas Contini owns two undeveloped lots, with no present legal means of access. He has made a request to the City for an ingress/egress easement over Downer Trail Lot #144, City of Prescott property. Mr. Contini acquired the parcels in 2003 and 2007.

The City purchased Lot #144 along with 3 other parcels from Westridge Preserve, LLC, in February 2012, for \$56,000. These 4 parcels are now part of the City's open space/trails system. Lot #144 has a dirt parking lot on the southern part of the parcel for public trail access. The rest of the parcel is undeveloped.

Public Works is requiring the easement to be 30' in width, to provide for access and utilities. The easement would run along the northern 30' of the parcel, and not interfere with any current or future use by the City.

An appraisal by Huck Appraisal indicates a value of \$68,000 for Downer Trail Lot #144 and a Fractional Value for Land within the Easement of \$5,400. Mr. Contini is offering the City \$5,400 for the Ingress/Egress Easement.

The City Parks and Recreation, Community Development, Public Works Departments have no objections to the prospective easement.

The Legal Department has received the prospective easement, and determined that it is not inconsistent with City use of Lot #144 upon which, as mentioned, a parking lot has been constructed for access to open space. Additionally, there is long-established public policy and case law supporting the granting of access to landlocked properties.

Attachments

1. Ordinance No. 4915-1453
2. Agreement for Sale
3. Easement Agreement
4. Exhibit C - Proximity Map
5. Exhibit D - Easement Area Map

Recommended Action: MOVE to adopt Ordinance No. 4915-1453.

ORDINANCE NO. 4915-1453

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING AN INGRESS EGRESS EASEMENT TO THOMAS CONTINI AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT.

RECITALS:

WHEREAS, the City Council has determined that granting of an ingress egress easement, would benefit the City of Prescott, and granting of such easement will be in the best interests of the health, safety and welfare of the City of Prescott.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT a ingress egress easement to Thomas Contini, as more particularly described and set forth in Easement Agreement, attached hereto and made a part hereof, is hereby granted.

SECTION 2. THAT the sale price for said ingress egress easement shall be \$5,400.00, per the terms and conditions as set forth in Agreement for Sale, attached hereto and made a part hereof.

SECTION 3. THAT the attached easement is hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this day of , 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON PALADINI, City Attorney

When recorded, mail to:
City of Prescott
City Clerk
201 S Cortez St
Prescott, Az. 86303



**CITY OF PRESCOTT
AGREEMENT FOR SALE**

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, dated this 3rd day of November 2014, by and between Thomas Contini, (hereinafter referred to as the "Buyer"), residing at (or its principal place of business located at) 1751 Rocky Road, Prescott, AZ 86305, and the CITY OF PRESCOTT, an Arizona municipality (hereinafter referred to as the "City").

IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

- 1) City agrees to grant to Buyer, and Buyer agrees to accept from City, the Easement described in Exhibit "B", for the benefit of APN 115-07-001A, for ingress, egress and the installation, operation and maintenance of public and private utilities.
- 2) The total purchase price for the Easement (Exhibit "A") is Five Thousand Four Hundred and [no]/100 dollars (\$5,400.00), payable by Buyer to City upon the close of escrow.
- 3) The Easement (Exhibit "A") and legal description of the easement area (Exhibit "B") shall be recorded with a City Ordinance, upon approval by City Council.
- 4) The City warrants that City is the owner of a good and fee simple title to the property herein, free and clear of all liens and encumbrances.
- 5) In order to effectuate the terms of this Agreement, Buyer and City shall promptly execute and deliver any and all documents required by the Title/Escrow Company.
- 6) The closing of escrow shall be at a Title Company designated by the City not more than 60 days after approval of this Agreement by the Prescott City Council (the "Closing Date"). The Buyer shall pay all recording and transfer taxes and fees, including the cost of recording the Easement and any and all closing costs not hereinbefore specified.
- 7) City and Buyer understand that the foregoing sets forth the entire agreement between the parties and that no agent or representative of Buyer has any authority to change or modify

Buyer JC

City

this agreement in any manner, or to make any agreement or representation on behalf of the Buyer not set forth herein.

- 8) Pursuant to A.R.S. §38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.
- 9) This Agreement is subject to the approval by the Prescott City Council by an Ordinance authorizing the sale of the Easement contemplated herein.
- 10) All notices to City shall be sent to: City of Prescott, c/o City Clerk, 201 S Cortez St, Prescott, Arizona 86303, with a copy to the Director of Public Works, 433 N. Virginia St, Arizona 86301.
- 11) All notices to the Buyer shall be sent to: 1751 Rocky Road, Prescott, AZ 86305.

(Remainder of page left blank)

BUYER:

Thomas Contini

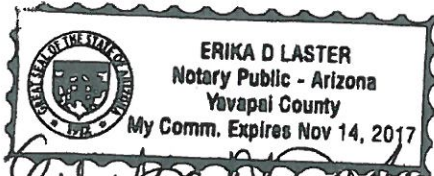
By: Tom Contini

Printed Name TOM CONTINI

State of Arizona)
) ss.
)

The foregoing instrument was acknowledged before me this 31 day of October, 2014, by Tomas W. Contini, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executes it.

[Seal]



Signature

Erika D. Laster

My commission expires: 11/14/2017

City:

CITY OF PRESCOTT, an Arizona municipality

By: Henry Hash
HENRY HASH
Director of Public Works

ATTEST:

APPROVED AS TO FORM:

DANA DELONG
City Clerk

JON M. PALADINI
City Attorney

3

Buyer 12

City _____

EXHIBIT "B"

NEXUS SOUTHWEST, LLC REGISTERED LAND SURVEYORS



212 S. Marina St. ♦ Prescott, Arizona 86303
Phone 928-778-5101 ♦ Fax 928-778-9321 ♦ info@nexus-sw.net

EASEMENT DESCRIPTION Sec. 29, T14N-R2W To Benefit APN 115-07-001A

An easement for ingress, egress and the installation, operation and maintenance of public and private utilities, said easement to be 30.0 feet in width, adjoined to, parallel with and southerly of the North line of Lot 144, DOWNER TRAIL subdivision, as recorded in Book 27 of Maps and Plats, Pages 32-34, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 144, being a point on the East right-of-way of Downer Trail;

Thence, North 89°55'01" East, 262.80 feet to the Northeast corner of said Lot 144, being the Northwest corner of that certain property described in Book 4481 of Official Records, Page 115, Records of Yavapai County;

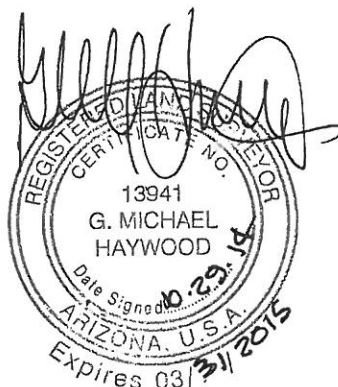
Thence, South 00°24'57" West, 30.00 feet to a point on the West line of said Lot 144, the East line of said property described in Book 4481 of Official Records, Page 115;

Thence, South 89°55'01" West, 262.96 feet to a point on the East right-of-way of Downer Trail, the West line of said Lot 144;

Thence, North 00°43'44" East, 30.00 feet to the **POINT OF BEGINNING**;

Containing 7886 square feet, more or less.

October 29, 2014
14-018



SWENSON ST.

OPEN SPACE

LANDS OF CONTINI

APN 115-07-001A

APN 115-07-001B

DOWNER TRAIL SUBDIVISION

DOWNER TRAIL

LOT 144

PROPOSED EASEMENT

N89° 55' 01" E 262.80'

N89° 55' 01" E 262.96'

N00° 43' 33" E 30.00'

S00° 24' 57" W 30.00'

REGISTERED LAND SURVEYOR
 CERTIFICATE NO. 13941
 G. MICHAEL HAYWOOD
 DATE SIGNED 10/23/2015
 ARIZONA, U.S.A.
 EXPIRES: 3-31-2018

DOWNER TRAIL SUBDIVISION ORIG. REC. BK. 27 M&P, PGS. 32-34, Y.C.R.O.
DEED TO CITY OF PRESCOTT IN BK. 4864 O.R., PG. 980, Y.C.R.O.

JOB NO: 14-018
CREW: MH/TC
CLIENT: CONTINI
SCALE: N.T.S.

When recorded, mail to:
City of Prescott
City Clerk
P. O. Box 2059
Prescott, AZ 86302

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the **City of Prescott**, an Arizona municipality, hereinafter referred to as the "**Grantor**", hereby grants to **Thomas Contini** "a single man", hereinafter referred to as the "**Grantee**", the non-exclusive right of ingress and egress over, under, and through the real property described and depicted in **Exhibit "B"**, attached hereto and made a part hereof (the "**Easement Area**"), for the benefit of APN 115-07-001A, for ingress, egress, and the installation, operation and maintenance of public and private utilities.

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

Grantor agrees not to construct any permanent building or wall upon said Easement Area.

Grantee shall be solely liable for and shall bear all risk of use of the Easement Area by Grantee and its respective employees, contractors, agents, and invitees. Grantee hereby indemnifies and agrees to hold Grantor and its successors and assigns harmless from any and all claims, damages, liabilities, and causes of action arising from use of the Easement Area by Grantee or its employees, contractors, agents, and invitees.

This Easement Agreement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the ____ day of _____, 20__.

City:

CITY OF PRESCOTT, an Arizona municipality

By: _____
MARLIN KUYKENDALL
Mayor

ATTEST:

DANA DELONG
City Clerk

APPROVED AS TO FORM:

JON M. PALADINI
City Attorney

EXHIBIT "B"

NEXUS SOUTHWEST, LLC REGISTERED LAND SURVEYORS



212 S. Marina St. ♦ Prescott, Arizona 86303
Phone 928-778-5101 ♦ Fax 928-778-9321 ♦ info@nexus-sw.net

EASEMENT DESCRIPTION Sec. 29, T14N-R2W To Benefit APN 115-07-001A

An easement for ingress, egress and the installation, operation and maintenance of public and private utilities, said easement to be 30.0 feet in width, adjoined to, parallel with and southerly of the North line of Lot 144, DOWNER TRAIL subdivision, as recorded in Book 27 of Maps and Plats, Pages 32-34, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 144, being a point on the East right-of-way of Downer Trail;

Thence, North 89°55'01" East, 262.80 feet to the Northeast corner of said Lot 144, being the Northwest corner of that certain property described in Book 4481 of Official Records, Page 115, Records of Yavapai County;

Thence, South 00°24'57" West, 30.00 feet to a point on the West line of said Lot 144, the East line of said property described in Book 4481 of Official Records, Page 115;

Thence, South 89°55'01" West, 262.96 feet to a point on the East right-of-way of Downer Trail, the West line of said Lot 144;

Thence, North 00°43'44" East, 30.00 feet to the **POINT OF BEGINNING**;

Containing 7886 square feet, more or less.

October 29, 2014
14-018

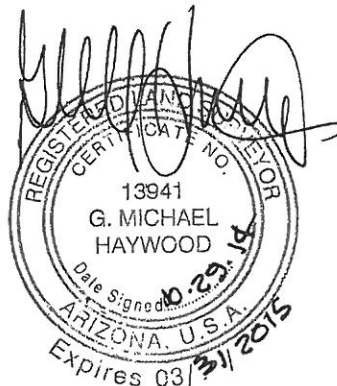
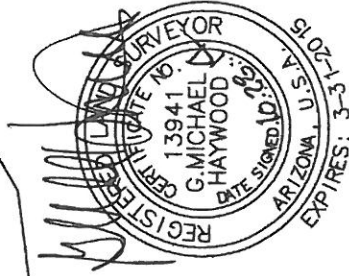
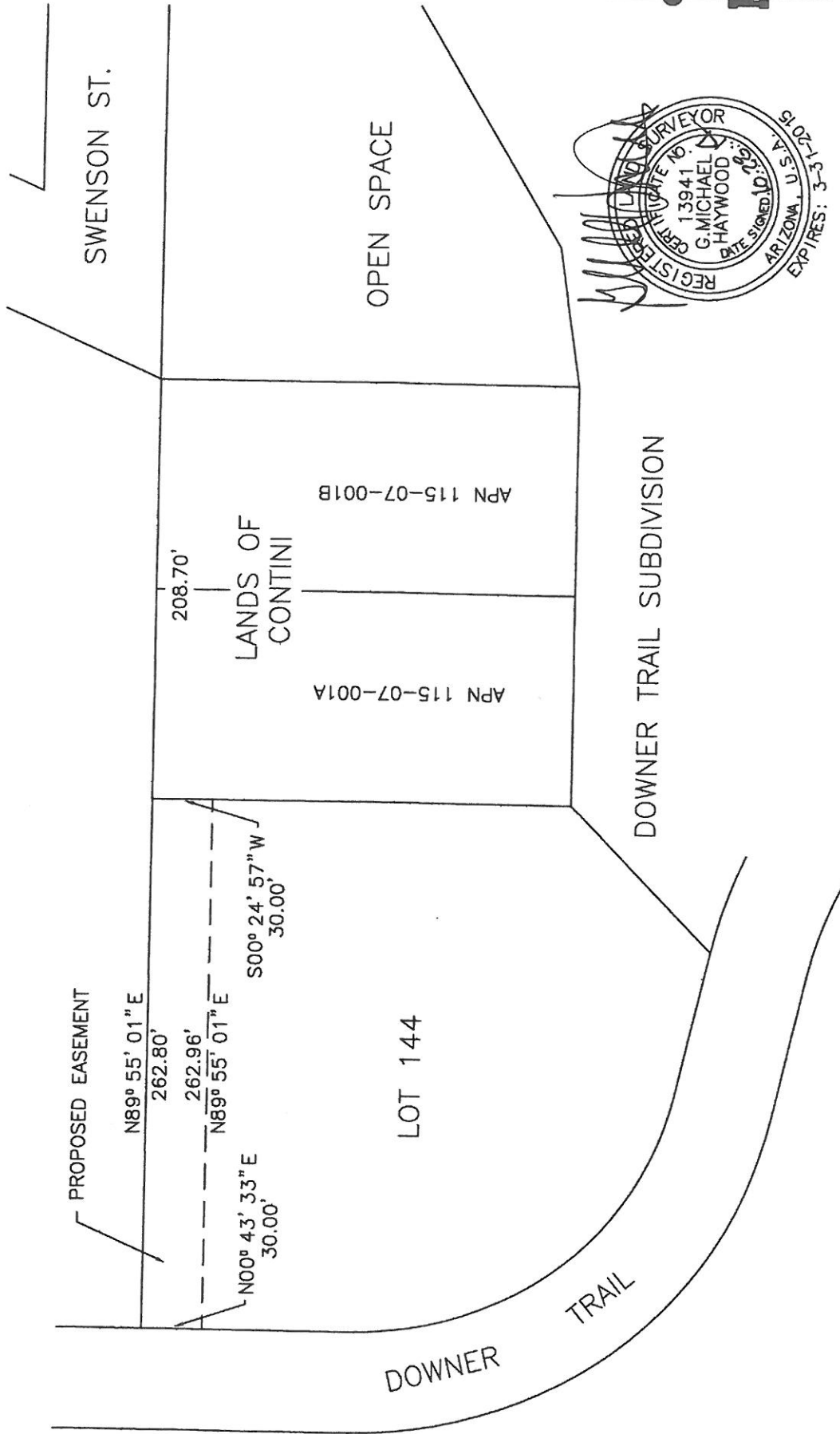


EXHIBIT "B"



NEXUS SOUTHWEST, LLC
REGISTERED LAND SURVEYORS
212 S. MARINA STREET
PRESCOTT, AZ. 86303
(928) 778-5101

JOB NO: 14-018	DRAWN: GMH
CREW: MH/TC	DATE: 7-14-14
CLIENT: CONTINI	CHECKED: GMH
SCALE: N.T.S.	DATE: 7-14-14

EXHIBIT TO ACCOMPANY EASEMENT DESCRIPTIONS
SEC. 29, T14N-R2W, G&SRB&M, YAVAPAI COUNTY,
ARIZONA

DOWNER TRAIL SUBDIVISION ORIG. REC. BK. 27 M&P, PGS. 32-34, Y.C.R.O.
DEED TO CITY OF PRESCOTT IN BK. 4864 O.R., PG. 980, Y.C.R.O.

EXHIBIT "C" PROXIMITY MAP



City Property

EXHIBIT "D" EASEMENT AREA



City of Prescott Parcel

Trailhead Parking

Easement Area

Contini Property

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4919-1457 authorizing acceptance of a public water easement dedication from Macerich WTC II, Corp., a Delaware Corporation

Approved By:

Date:

Director:	Hash, Henry	12/05/2014
City Manager:	McConnell, Craig	12/08/2014

Item Summary

This item is to accept a public water easement from Macerich WTC II, Corp., a Delaware Corporation, for water infrastructure installed on the “Prescott Gateway Mall” site to serve the new Panera Bread development.

Background

Development of the project infrastructure is complete. The easement shown on the dedication corresponds to the as-built locations of the water lines. This easement is being dedicated to the City at no cost, pursuant to the Land Development Code.

Attachments

1. Ordinance No. 4919-1457
2. Exhibit A - Proximity Map
3. Exhibit B - Map of Dedication

Recommended Action: MOVE to adopt Ordinance No. 4919-1457.

ORDINANCE NO. 4919-1457

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A PUBLIC WATER EASEMENT DEDICATION FROM MACERICH WTC II, CORP., A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION.

RECITALS:

WHEREAS, the City Council has determined that a certain water easement dedication is needed by the City, and the acceptance of this easement will be in the best interests of the health, safety, and welfare of the City of Prescott.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT the City Council hereby accepts the public water easement dedication and agrees to accept said easement from Macerich WTC II, Corp., a Delaware Corporation, pursuant to the terms and conditions as set forth in the Record of Survey for Water Easement Dedication "Prescott Gateway Mall" dated 11/07/2014.

SECTION 2. THAT, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing easement dedication, and recordation of the easement documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON PALADINI, City Attorney

Exhibit "A" Proximity Map

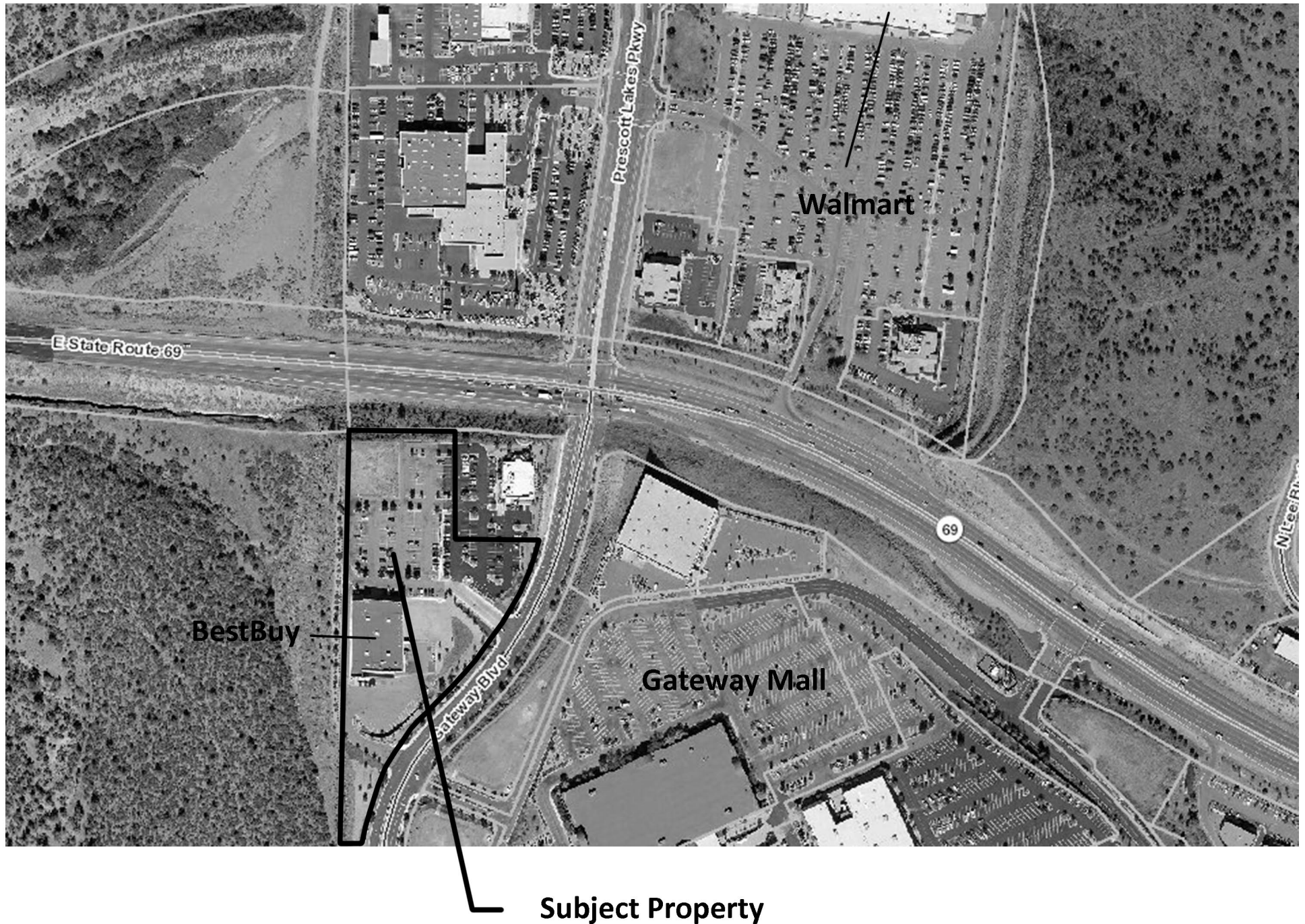


Exhibit "B" Map of Dedication

RECORD OF SURVEY FOR WATER EASEMENT DEDICATION "PRESCOTT GATEWAY MALL"

LOCATED IN THE WEST HALF OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA

DECLARATION:

KNOW ALL MEN BY THESE PRESENT:

THAT:

MACERICH WTC II CORP., A DELAWARE CORPORATION, AS OWNER OF THAT CERTAIN REAL PROPERTY SITUATED IN THE WEST HALF OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS ASSESSORS PARCEL NUMBER 130-20-5718, AS DESCRIBED IN RECEPTION # 2005-3924217, OF YAVAPAI COUNTY OFFICIAL RECORDS, HEREBY PUBLISH THIS MAP OF DEDICATION FOR EASEMENT DEDICATION UNDER, OVER, ACROSS AND THROUGH THOSE PARCELS ALSO KNOWN AS "PRESCOTT GATEWAY MALL".

AND HEREBY DECLARE THAT:

1. ALL EXISTING EASEMENTS, AGREEMENTS AND DECLARATIONS ARE DETAILED IN RECEPTION # 2005-3924217, OF YAVAPAI COUNTY OFFICIAL RECORDS AND SHALL BE ENHANCED BY THE ITEMS DETAILED WITHIN THIS MAP OF DEDICATION.

2. WATER MAINS HAVE BEEN INSTALLED UPON THE SITE. THE PROPOSED EASEMENTS SHOWN ON THIS DEDICATION CORRESPOND TO THE AS-BUILT LOCATIONS OF ALL FACILITIES.

3. WATER EASEMENT IS HEREBY GRANTED TO THE CITY OF PRESCOTT IN PERPETUITY FOR THE PURPOSE OF ACCESS, INSTALLATION, REPAIR, AND MAINTENANCE OF PUBLIC WATER FACILITIES OVER, UNDER, ACROSS AND THROUGH "PRESCOTT GATEWAY MALL". THESE EASEMENTS AND ITS RIGHTS ARE SEPARATE AND EXCLUSIVE FROM ANY RIGHTS DEDICATED TO OTHER UTILITY COMPANIES EITHER PUBLIC OR PRIVATE. PAVING AND PARKING ARE TO BE ALLOWED ON TOP OF THE EASEMENT.

IN WITNESS WHEREOF:

THAT THIS MAP OF DEDICATION OF THE SUBJECT PARCEL HAS BEEN SEALED AS OF THE ____ DAY OF _____, 2014, AND

ACKNOWLEDGED BY THE FOLLOWING PERSON(S) TO REFLECT THEIR INTENT AND AGREEMENT PERTAINING TO THE DIVISION OF SAID PROPERTY.

PROPERTY OWNER A.P.N. 103-20-5718: MACERICH WTC II, CORP., A DELAWARE CORPORATION

BY: _____

NAME: DON M. FOSTER

TITLE: SENIOR VICE PRESIDENT, DESIGN & CONSTRUCTION

ACKNOWLEDGEMENT:

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2014, BEFORE ME THE UNDERSIGNED

NOTARY PUBLIC, DID PERSONALLY APPEAR _____ WHO ACKNOWLEDGES HIMSELF AS THE MANAGER OF MACERICH WTC II, CORP., A DELAWARE CORPORATION, AND ACKNOWLEDGED AS SUCH, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

LEGEND

●	FOUND MONUMENT AS NOTED
---	WATERLINE EASEMENT
---	CENTERLINE WATERLINE EASEMENT
---	ROADWAY CENTERLINE
	EXISTING BUILDING
A.P.N.	ASSESSOR'S PARCEL NUMBER
Y.C.R.	YAVAPAI COUNTY RECORDER

WATER LINE EASEMENT

A WATERLINE EASEMENT 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER THAT PORTION OF PERIMETER PARCEL 6, AS DESCRIBED IN BOOK 4319, PAGE 898, OFFICIAL RECORDS OF THE YAVAPAI COUNTY RECORDER, LOCATED WITHIN THE WEST HALF OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 31, BEING AN ALUMINUM CAP MARKED RLS 27253, FROM WHICH THE NORTHWEST CORNER THEREOF, BEING A GLO BRASS CAP, BEARS NORTH 01°06'53"EAST, A DISTANCE OF 2623.03 FEET;

THENCE SOUTH 01°07'11"WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 396.30 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 88°52'49"EAST, A DISTANCE OF 136.42 FEET TO A POINT ON THE EAST LINE OF SAID PERIMETER PARCEL 6, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST LINE, NORTH 58°45'19"WEST, A DISTANCE OF 8.20 FEET;

THENCE NORTH 32°32'30"WEST, A DISTANCE OF 66.57 FEET;

THENCE NORTH 01°09'00"EAST, A DISTANCE OF 35.70 FEET TO A POINT HEREAFTER REFERRED TO AS **POINT "A"**;

THENCE CONTINUING NORTH 01°09'00"EAST, ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE WEST LINE OF THE EXISTING BUILDING ON SAID PERIMETER PARCEL 6, A DISTANCE OF 292.87 FEET;

THENCE SOUTH 88°42'16"EAST, A DISTANCE OF 60.25 FEET TO A POINT HEREAFTER REFERRED TO AS **POINT "B"**;

THENCE CONTINUING SOUTH 88°42'16"EAST, A DISTANCE OF 72.35 FEET TO A POINT HEREAFTER REFERRED TO AS **POINT "C"**;

THENCE CONTINUING SOUTH 88°42'16"EAST, A DISTANCE OF 74.53 FEET;

THENCE NORTH 86°21'18"EAST, A DISTANCE OF 25.41 FEET TO A POINT HEREAFTER REFERRED TO AS **POINT "D"**;

THENCE SOUTH 88°53'07"EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 87°07'19"EAST, A DISTANCE OF 15.55 FEET;

THENCE SOUTH 51°08'24"EAST, A DISTANCE OF 10.03 FEET TO A POINT HEREAFTER REFERRED TO AS **POINT "E"**;

THENCE CONTINUING SOUTH 51°08'24"EAST, A DISTANCE OF 131.49 FEET TO A POINT ON THE EAST LINE OF SAID PERIMETER PARCEL 6 AND THE **POINT OF TERMINUS**.

TOGETHER WITH;

BEGINNING AT THE AFORESAID **POINT "A"**;

THENCE SOUTH 88°51'00"EAST, A DISTANCE OF 21.38 FEET;

THENCE SOUTH 01°09'00"WEST, A DISTANCE OF 32.84 FEET TO THE **POINT OF TERMINUS**.

TOGETHER WITH;

BEGINNING AT THE AFORESAID **POINT "B"**;

THENCE NORTH 00°38'31"EAST, A DISTANCE OF 190.55 FEET;

THENCE SOUTH 89°54'21"EAST, A DISTANCE OF 71.40 FEET TO THE **POINT OF TERMINUS**.

TOGETHER WITH;

BEGINNING AT THE AFORESAID **POINT "C"**;

THENCE NORTH 01°19'12"EAST, A DISTANCE OF 18.40 FEET;

THENCE NORTH 88°40'48"WEST, A DISTANCE OF 20.70 FEET TO THE **POINT OF TERMINUS**.

TOGETHER WITH;

BEGINNING AT THE AFORESAID **POINT "D"**;

THENCE NORTH 01°06'53"EAST, ALONG A LINE PARALLEL WITH AND 10.00 FEET WEST OF THE NORTH-SOUTH COMMON LINE BETWEEN PERIMETER PARCEL 6 AND THE EXCEPTION TO SAID PERIMETER PARCEL 6 AND THE SOUTHERLY PROLONGATION OF SAID COMMON LINE, A DISTANCE OF 184.09;

THENCE NORTH 89°13'39"WEST, A DISTANCE OF 102.34 FEET;

THENCE NORTH 00°47'07"EAST, A DISTANCE OF 53.74 FEET TO THE **POINT OF TERMINUS**.

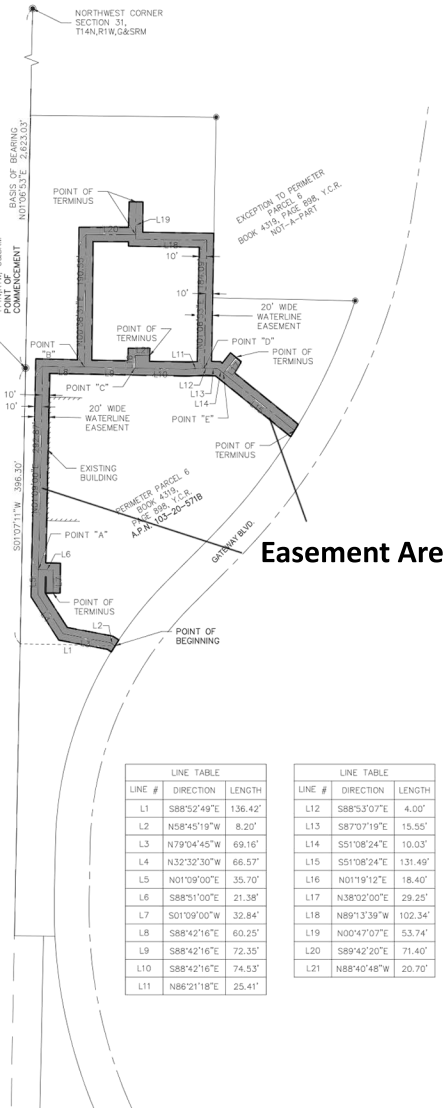
TOGETHER WITH;

BEGINNING AT THE AFORESAID **POINT "E"**;

THENCE NORTH 38°02'00"EAST, A DISTANCE OF 29.25 FEET TO THE **POINT OF TERMINUS**.

THE SIDE LINES OF SAID 20.00 FOOT WIDE STRIP ARE TO BE EXTENDED OR SHORTENED TO BEGIN AT THE AFORESAID EASTERLY PROPERTY LINE, INTERSECT AT ALL ANGLE POINTS, ABOUT THE WEST LINE OF THE EXISTING BUILDING AND TERMINATE AT THE AFORESAID EASTERLY PROPERTY LINE.

SAID EASEMENT CONTAINS 64.391 SQ.FT. OR 1.4782 ACRES, MORE OR LESS.



APPROVALS

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF PRESCOTT ON THIS

____ DAY OF _____, 2014.

COMMUNITY DEVELOPMENT DIRECTOR _____

APPROVED BY THE PUBLIC WORKS DIRECTOR OF THE CITY OF PRESCOTT ON THIS

____ DAY OF _____, 2014.

PUBLIC WORKS DIRECTOR _____

APPROVED BY THE ENGINEER OF THE CITY OF PRESCOTT ON THIS

____ DAY OF _____, 2014.

CITY ENGINEER _____

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ON THIS

____ DAY OF _____, 2014.

MAYOR _____

CITY CLERK _____

SURVEYOR'S NOTES

1. THE AS-BUILT SURVEY WAS PERFORMED DURING THE MONTH OF JULY, 2014.

BASIS OF BEARING

BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, SAID BEARING BEING:

NORTH 01°53'53" EAST

OWNER

MACERICH WTC II, CORP.
11411 N. TATUM BOULEVARD
PHOENIX, AZ 85028
CONTACT: ANDY GREENWOOD

ENGINEER

CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.
11811 N. TATUM BOULEVARD,
SUITE 3050
PHOENIX, AZ 85028
602-760-2324
CONTACT: GEOFF STONE

SURVEYOR

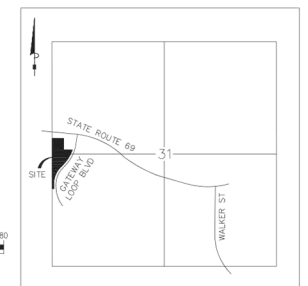
WHPACIFIC, INC.
7310 N. 16TH STREET
SUITE 315
PHOENIX, AZ 85020
602-343-7850
CONTACT: JERRY DODD

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JULY, 2014, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JERRY L. DODD JR., R.L.S. #52139
jdodd@whpacific.com

11/07/2014
DATE



VICINITY MAP
NOT TO SCALE

whpacific 7310 N. 16th Street, Ste. 315 Phoenix, AZ 85020 602-343-7850 www.whpacific.com			
MAP OF DEDICATION PRESCOTT GATEWAY MALL PRESCOTT, ARIZONA MACERICH			
PROJECT NUMBER P0005517W			
DRAWING FILE NAME 0005517V.MXD			
SHEET NUMBER 1 OF 1			
SHEET INFO			
DATE	BY	DATE	REMARKS
DRAWN	C.H.	CHECKED	J.D.
APPROVED	J.D.	APPROVED	C.H.
LABELED	11/07/14	LABELED	11/07/14
PLOTTED	11/07/14	PLOTTED	11/07/14
SUBMITTED		SUBMITTED	

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4920-1458 authorizing acceptance of a public utility easement from Granite Dells Estates Properties, Inc.

Approved By:		Date:
Director:	Hash, Henry	12/08/2014
City Manager:	McConnell, Craig	12/09/2014

Item Summary

This item is to accept a public utility easement from Granite Dells Estates Properties, Inc., for the new Zone 101 water pump station.

Background

Construction of the Zone 101 water pump station is scheduled to begin this fiscal year. The facility will provide water to Granite Dells Estates and the Zone 101 service area, and benefit distribution throughout the greater City system. The easement is for the pump station site, and is being dedicated to the City at no cost, pursuant to the Land Development Code.

Attachments

1. Ordinance No. 4920-1458
2. Public Utility Easement Legal Description and Map
3. Proximity Map

Recommended Action: MOVE to adopt Ordinance No. 4920-1458.

ORDINANCE NO. 4920-1458

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY EASEMENT FROM GRANITE DELLS ESTATES PROPERTIES, INC., AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT.

RECITALS:

WHEREAS, the City Council has determined that a certain public utility easement is needed by the City, and the acceptance of this easement will be in the best interests of the health, safety, and welfare of the City of Prescott.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT the City Council hereby accepts the public utility easement and agrees to accept said easement from Granite Dells Estates Properties, Inc., pursuant to the terms and conditions as set forth in the Public Utility Easement Agreement dated November 21, 2014.

SECTION 2. THAT, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing easement, and recordation of the easement documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON PALADINI, City Attorney

When recorded, mail to:
City of Prescott
City Clerk
P. O. Box 2059
Prescott, AZ 86302

PUBLIC UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, **Granite Dells Estates Properties, Inc.**, hereinafter called "**Grantor**", hereby grants to the **City of Prescott**, an Arizona municipality, hereinafter referred to as the "**Grantee**", its employees, agents, and designees, the non-exclusive right of ingress and egress over, under, and through the real property described in **Exhibit "A"** and depicted on **Exhibit "B"**, attached hereto and made a part hereof (the "**Easement Area**"), for Public Utilities, to use and construct same, together with the right to construct, maintain and replace same (the "**Public Utility Easement**").

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

Grantor covenants and agrees not to perform any construction, excavation, or alteration upon or within said Easement Area, or perform any modifications to said property without prior written permission of the Grantee.

Grantor agrees not to construct any permanent building or wall upon said Easement Area.

Grantee agrees to return the ground cover and any landscaping to a condition as close as possible to that which existed before installations or any repair is made.

Use of the Easement Area shall at all times be subject to the terms and conditions contained on **Schedule 1** attached hereto and made a part hereof (the "**Easement Restrictions**").

Grantee shall be solely liable for and shall bear all risk of use of the Easement Area by Grantee and its respective employees, contractors, agents, and invitees. Grantee hereby indemnifies and agrees to hold Grantor and its successors and assigns harmless from any and all claims, damages, liabilities, and causes of action arising from use of the Easement Area by

Grantee or its employees, contractors, agents, and invitees.

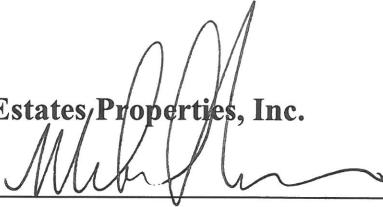
This Public Utility Easement Agreement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Public Utility Easement Agreement as of the 21 day of NOVEMBER, 2014.

(remainder of page left blank)

GRANTOR:

Granite Dells Estates/Properties, Inc.

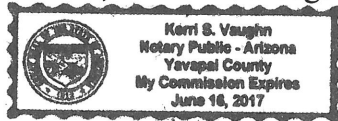
By: 

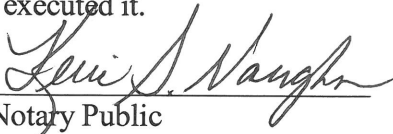
Its: PRESIDENT

State of ARIZONA)
) ss.
County of Yavapai

The foregoing instrument was acknowledged before me this 21st day of November, 2014, by Michael FANN, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

[Seal]




Notary Public

My commission expires: June 16, 2017

EXHIBIT "A"

Legal Description

A parcel of land lying within a portion of Section 6, Township 14 North, Range 1 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is South 89°36'53" East as measured between a found USGS brass cap at the Northwest corner of Section 6 and a found 1" rebar at the Northeast corner of Section 6.)

COMMENCING at a found 1" rebar at the Northeast corner of said Section 6;

Thence, South 27°12'44" West, a distance of 2304.43 feet to a point on the southerly right of way line of the Old State Route 89A Highway, Abandoned per Book 47, Maps and Plats, Page 3, Yavapai County Recorder's Office to the TRUE POINT OF BEGINNING;

Thence, South 06°40'32" East, a distance of 102.00 feet;

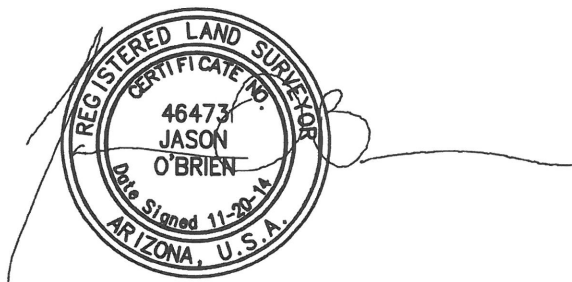
Thence, South 83°19'28" West, a distance of 112.00 feet;

Thence, North 40°59'59" East, a distance of 151.49 feet to the TRUE POINT OF BEGINNING.

Containing 5,712.00 square feet or 0.13 acres more or less.

11/20/14
LE #274-26
27426-PUE.doc

JASON O'BRIEN, R.L.S.



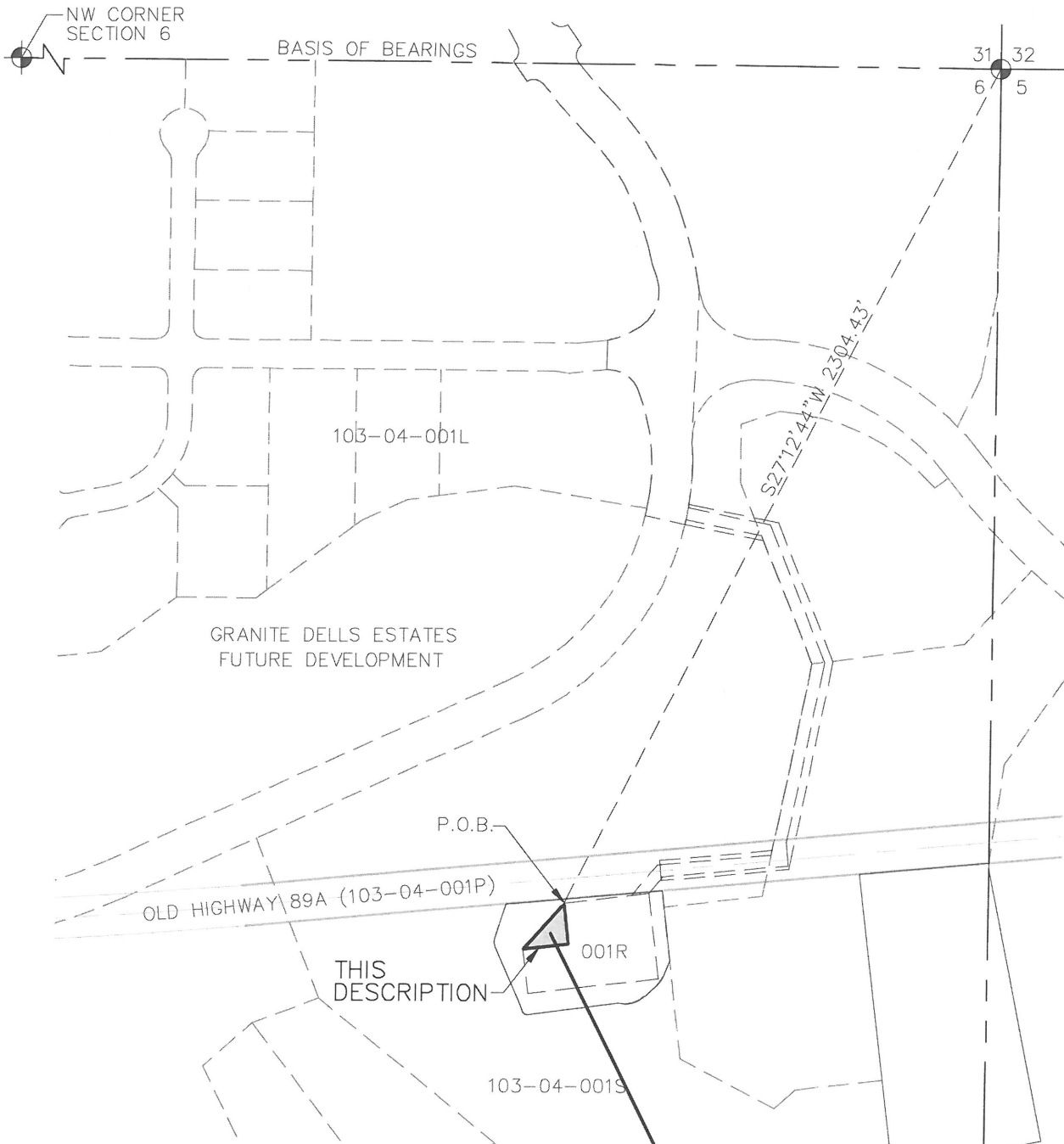
EXPIRES 6/30/16

EXHIBIT "B"

MAP TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1"=400'



LE#274-26

Easement Area

Schedule "1"
(Easement Restrictions)

General Requirements

The following general requirements are considered minimum requirements for the Public Utility Easement. These minimum requirements are incorporated into this Public Utility Easement Agreement to avoid conflict with any existing easement rights. The City of Prescott (hereinafter referred to as "CITY") shall have non-exclusive use of the Easement Area for underground water and sewer lines. The CITY may not grant a license for use within the Easement Area. These requirements are a part of the Public Utility Easement; they are applicable to the current property owner and run with the land to any future owner/owners. Contractors shall be required to meet these provisions. Any construction shall require an encroachment agreement with the CITY.

1. This Public Utility Easement restricts the placement of a pipeline, conduit, structure, including block fencing, buildings, major landscaping components, any part of a structure or material storage, within the Easement Area both above and below ground.
2. An authorized CITY representative must be on site during any work performed on or across the Easement Area, and will remain as long as power excavation equipment is utilized.

Pre-Approved Crossings

1. Subject to paragraph 2 above and the following provisions, Grantor and its successors and assigns shall have the right to construct a roadway and utility crossing of the Easement Area subject to adopted City Standards.

Excavation

1. Plans for any excavation or filling in the Easement Area must be reviewed and approved prior to commencing any work. Excavating closer than 2 feet vertically or horizontally to the pipeline shall be done by hand until the pipe is exposed and shall be done only under the observation of an authorized CITY representative.
2. Any plowing or ripping of soil within the Easement Area, including agricultural, at depths greater than 1 foot will require specific authorization from the CITY.

Streets, Roads, and Driveways

1. Notice and approval of the CITY is required before any construction of a driveway within the Easement Area is undertaken. Construction of any street or road that would include the heavy vehicles such as semi-trucks or construction equipment within the Easement Area will require written notice to the CITY, a review of construction plans, with minimum pipeline cover requirements, prior to any construction. An opportunity for CITY to make a pipe inspection

must be given to the start of any construction. A set of constructions plans reviewed and approved by the CITY is required.

2. Temporary easement surface crossings may be approved with notice to the CITY and prior authorization, some cover restrictions may apply.

Fences

1. Fence posts shall not be installed within 5 feet of the center of the pipeline, and the first post on either side of the pipe shall be set in hand dug holes. Also, the fences must be gated to allow vehicles ingress/egress along the Easement Area.
2. To perform normal inspections, maintenance, and repair, access through or around fences crossing the Easement Area must be provided. The CITY will provide access by providing gates on pre-existing fences to assure ingress/egress along the Easement Area. If fencing is removed for inspections, maintenance, and repair, it will be replaced with like materials in a like manner by the CITY, to the extent reasonably practicable.

Landscaping

1. Lawns and vegetable gardens are acceptable uses. No trees, shrubs, or permanent plantings are allowed. Lawns, flower beds, or gardens within the Easement Area may be damaged by inspections/surveys. Heavy maintenance may require total clearing of the Easement Area. No compensation is given to the owner to restore lawns or vegetable gardens under these circumstances.

Open Waterways

1. No open waterways, ditches, canals, drainage catchments, retention ponds, ponds, stock ponds, pools, etc. shall be allowed within 15 feet of the pipeline center line. Except a canal or ditch crossing at a 90 degree angle shall be allowed if pre-existing or with an encroachment agreement with the CITY.
2. Anyone altering (clearing, regrading, or changing alignment) a waterway within the Easement Area must obtain approval from the CITY prior to making changes, and obtaining an encroachment agreement.

General Requirements for Buried Line Crossings

1. All buried pipeline, power or telecommunication lines crossing the Easement Area shall be installed adhering to all applicable codes and requirements governing such installations. Before any installation, notification to the CITY and an encroachment agreement is required.
2. All buried pipeline, power or telecommunication lines crossing the Easement Area must cross on an angle at 90 degrees or as close to it as possible. This angle must be maintained across the entire width of the Easement Area. Depending on the type of line, minimal cover

amounts are required.

3. No new foreign appurtenances (meters, poles, or drop boxes, etc.) shall be located within the Easement Area without an encroachment agreement with the CITY.
4. A 6 inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire Easement Area, as a protective measure.
5. Communication lines (telephone, buried power lines, TV, or other data lines) shall be encased in a rigid nonmetallic conduit across the full width of the Easement Area and buried at a constant depth across the Easement Area.
6. Sewer and water lines shall adhere to these requirements.
7. No water collection basins, well drilling, septic drain fields, septic tanks or septic treatment facilities are permitted in the Easement Area.

Above Ground Utility Crossings

1. Power lines shall maintain a minimum of 30 feet of clearance over the Easement Area.
2. No future poles or other appurtenances shall be located in the Easement Area unless an encroachment agreement is obtained.

Penalties for Failure to Abide by Restrictions

1. Failure to follow or abide by these Easement Restrictions may be punishable as either a civil or criminal action to the fullest extent allowed by any federal, state, or local statutes, codes, ordinances, rules or regulations.
2. Owners will be liable to the City for any damage to City property within the Easement Area caused by the property owners' negligence in failing to abide by or follow the Easement Restrictions.

Contact Information

The CITY can/shall be contacted at Prescott Department of Public Works, telephone 928-777-1130. Any construction or changes to the Easement Area shall require an encroachment agreement. Contractors are required to adhere to these Easement Requirements.

Exhibit "C" Proximity Map



Zone 101 Pump Station

MEETING DATE/TYPES: VOTING MEETING 12-16-14

DEPARTMENT: Library

AGENDA ITEM: Approval of annual Tech Logic maintenance renewals for the Radio Frequency Identification (RFID) system at the Prescott Public Library in the amount of \$14,367.94

Approved By:		Date:
Director:	Saft, Roger	12/08/2014
City Manager:	McConnell, Craig	12/10/2014

Item Summary

Tech Logic provides annual maintenance for RFID technology used at the Library. The equipment requiring an annual maintenance agreement is used at check-out and check-in points and to inventory the library materials collection.

Background

The RFID technology and associated equipment is needed for SelfCheck, and all check-out and check-in of library materials. Use of the inventory wand ensures the correct location and shelving of items reducing possible lost and misshelved items. The annual maintenance charge includes support, repairs and software updates. Tech Logic was selected by the Yavapai Library Network as the preferred vendor for SelfCheck and Automated Materials Handling services for libraries in the Network.

Financial Impact

Funding is included in the FY15 budget. The annual maintenance cost includes CircIT & inventory wand software at \$7,881.84, and antennas & inventory wand hardware at \$6,486.10.

Attachments

1. Invoice #RC000927 for Tech Logic Corp. (CircIT)
2. Invoice #RC000952 for Tech Logic Corp. (Antenna)

Recommended Action: MOVE to approve annual Tech Logic Corporation maintenance renewals for RFID technology at the Prescott Public Library in the amount of \$14,367.94



Tech Logic Corp.
1818 Buerkle Rd.
White Bear Lake, MN 55110
Phone: 651-747-0492
Fax: 651-747-0493
www.tech-logic.com

Invoice

Date 12/1/2014 Page 1

Invoice Number
RC000927

Remit to:
Tech Logic
1818 Buerkle Road
White Bear Lake, MN 55110

We've recently changed our Remit to
address, see changes to the right:

1.5% INTEREST PER MONTH AFTER 30 DAYS

Sold Prescott Public Library
To: P.O. Box 2059
Prescott, AZ 86302
USA

Attn: Nicole Schneider

Ship Prescott Public Library
To: 215 East Goodwin Street
Prescott, AZ 86303
USA

Attn: Nicole Schneider

Reference - P.O. No.	Customer No.	Order No.	Ship Via	Terms Code
	PRE001C			NET30

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
28000004	CircIT Software Renewal for One Year January 1 - December 31	17.00	SEAT	400.00	6,800.00
28000016	Inventory Wand License Renewal January 1 - December 31	1.00	EACH	400.00	400.00

Due Date	Amount Due	Disc. Date	Disc. Amount
12/31/2014	7,881.84		0.00

OE0202

681.84

Subtotal before taxes	7,200.00
Total Sales Tax	681.84
Total amount	7,881.84
Payment received	0.00
Discount taken	0.00
Amount due	7,881.84



Tech Logic Corp.
1818 Buerkle Rd.
White Bear Lake, MN 55110
Phone: 651-747-0492
Fax: 651-747-0493
www.tech-logic.com

Invoice

Date	Page
12/1/2014	1

Invoice Number
RC000952

Remit to:
Tech Logic
1818 Buerkle Road
White Bear Lake, MN 55110

We've recently changed our Remit to address, see changes to the right:

1.5% INTEREST PER MONTH AFTER 30 DAYS

Sold To: Prescott Public Library
P.O. Box 2059
Prescott, AZ 86302
USA

Attn: Nicole Schneider

Ship To: Prescott Public Library
215 East Goodwin Street
Prescott, AZ 86303
USA

Attn: Nicole Schneider

Reference - P.O. No.	Customer No.	Order No.	Ship Via	Terms Code
	PRE001C			NET30

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
45005959	Single Feig ABS Antenna (MR101) Hardware Renewal January 1 - December 31	17.00	EACH	300.00	5,100.00
45007468	Inventory Wand w/ 10" Tablet Hardware Renewal January 1 - December 31	1.00	EACH	825.00	825.00

Due Date	Amount Due	Disc. Date	Disc. Amount
12/31/2014	6,486.10		0.00

OE0202

561.10

Subtotal before taxes	5,925.00
Total Sales Tax	561.10
Total amount	6,486.10
Payment received	0.00
Discount taken	0.00
Amount due	6,486.10

MEETING DATE/TYPES: VOTING SESSION

12-16-14

DEPARTMENT: Public Works

AGENDA ITEM: Approval of Amendment No. 1 to City Contract No. 2014-170, FY 2014 Pavement Preservation Project, with Southwest Slurry Seal, Inc., in the amount of \$16,021.69

Approved By:

Date:

Director:	Hash, Henry	12/08/2014
City Manager:	McConnell, Craig	12/09/2014

Item Summary

This item is to amend the contract with Southwest Slurry Seal, Inc., for the reconstruction of a segment of N. Washington Avenue following severe damage by a storm in July 2014.

Background

On April 22, 2014, City Contract No. 2014-170 was awarded to Southwest Slurry Seal for the resurfacing of various streets. The project consisted of preventative maintenance applications of Type III Microsurfacing, Type 2 Slurry Seal and limited pavement repairs. The contract work was completed within the approved contract amount of \$1,044,104.70.

In July 2014, a major storm event caused localized flooding and severe damage to N. Washington Avenue at and near Roughrider Park. The street damage was caused by significant flow along the unprotected edge of pavement on the sloped portion of N. Washington Avenue. Public Works developed a reconstruction plan and solicited a cost proposal from the contractor to expedite reconstruction of the street. The plan also included the addition of rolled curb to prevent shoulder erosion that contributed to the roadway failure.

As a subcontractor to Southwest Slurry Seal, Specialty Paving, Inc., a local firm, successfully completed the street reconstruction and rolled curb. Most of the cost of the additional work was accommodated within the project budget due to cost saving reductions that were achieved. However, the final cost of the roadway reconstruction exceeded the original pavement preservation contract amount by \$16,021.69.

Agenda Item: Approval of Amendment No. 1 to City Contract No. 2014-170, FY 2014 Pavement Preservation Project, with Southwest Slurry Seal, Inc., in the amount of \$16,021.69

Financial Impact

Funding for this project is available from the One-Cent Sales Tax for Streets Fund.

Attachments

1. Vicinity Map

Recommended Action: **MOVE** to approve Amendment No. 1 to City Contract No. 2014-170, FY 2014 Pavement Preservation Project, with Southwest Slurry Seal, Inc., in the amount of \$16,021.69.



LEGEND

 RECONSTRUCTED
N WASHINGTON AVE

END COP
JURISDICTION

YAVAPAI COLLEGE BOUNDARY

ROUGH RIDER PARK
PARKING LOT

YCC TENNIS
COURTS

ROUGH RIDER
PARK

N WASHINGTON AVE

VICINITY MAP



**FY 2014 PAVEMENT PRESERVATION PROJECT
CONTRACT AMENDMENT
RECONSTRUCTION OF N WASHINGTON AVE**

**CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT**

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: City Clerk

AGENDA ITEM: Public Hearing and consideration of a Series 12, Restaurant liquor license application from Michael Raymond Sally, applicant for Sally's BBQ & Tastebuds Pizza, located at 334 South Montezuma Street

Approved By:

Date:

City Clerk:	DeLong, Dana	12/05/2014
City Manager:	McConnell, Craig	12/08/2014

Item Summary

Michael Raymond Sally has applied for a new Series 12 liquor license for Sally's BBQ & Tastebuds Pizza.

Background

A Liquor License Application, City No.15-249, State No. 12133600, has been received from Michael Raymond Sally, applicant for Sally's BBQ & Tastebuds Pizza, located at 334 South Montezuma Street, for a Series 12 Restaurant license. The application was properly posted for the State-mandated 20-day period. No petitions or protests were received during this period. The application cleared Planning and Zoning and the City of Prescott Police Department. The applicant has been requested to attend the Council meeting to answer any questions Council may have.

The completed application is on file in the City Clerk's office.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration. If the City Council recommendation is for approval, no hearing is required unless the Director of the Department, the State liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license. If the City Council

Agenda Item: Public Hearing and consideration of a Series 12, Restaurant liquor license application from Michael Raymond Sally, applicant for Sally's BBQ & Tastebuds Pizza, located at 334 South Montezuma Street

recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

If the City Council makes no recommendation, the Director may cancel the hearing and issue the license unless the Board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

Financial Impact

The application and license fee have been paid. According to state law, proceeds from liquor license fees are required to be used for hospitality promotion (tourism development) purposes.

Recommended Action: (1) **MOVE** to close the Public Hearing: and (2) **MOVE** to approve/deny Liquor License Application No. 12133600, for a Series 12, Restaurant license for Sally's BBQ & Tastebuds Pizza located at 334 South Montezuma Street.

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: City Manager

AGENDA ITEM: Approval of two-year agreement with Arthur Markham to serve as Prescott City Judge (City Contract No. 2015-078)

Approved By:

Date:

City Manager: McConnell, Craig

12/10/2014

Item Summary

Article XI, Section 4 of the City Charter provides that:

The presiding officer of the city court shall be a city judge, who shall be appointed by the council in December of each even-numbered year. The term of office of the city judge shall commence on the first business day of the month following his or her appointment, and shall be for two (2) years, or until his or her successor is appointed and qualified.

The current employment agreement with City Judge Arthur Markham (City Contract No. 2013-104) expires January 2, 2015. The parties are agreeable to changing the nature of the engagement from a temporary part-time employee to independent contractor basis, which is reflected in the new agreement (attached), proposed to become effective on January 2, 2015, for a two-year term.

Financial Impact

Under the current (expiring) agreement, the total annual cost to the City is \$76,326.40, consisting of base compensation of \$64,980.76 plus City-paid payroll taxes and contributions prescribed by the federal and state governments of \$11,345.64.

The new agreement provides for annual contract compensation of \$75,000.00 in Calendar Year 2015, and \$76,500.00 in Calendar Year 2016, respectively below and slightly above the current annual cost of \$76,326.40. Judge Markham will be responsible for paying self-employment taxes (Social Security and Medicare), as well as training expenses previously funded by the City which have averaged \$1,500.00 per year.

Attachments

Agenda Item: Approval of two-year agreement with Arthur Markham to serve as Prescott City Judge (City Contract No. 2015-078)

1. Agreement for City Judge (City Contract No. 2015-078)

Recommended Action: MOVE to approve City Contract No. 2015-078.

**AGREEMENT
PRESCOTT CITY JUDGE**

City Contract No. 2015-078

WHEREAS Article XI, Section 4 of the Prescott City Charter requires the City Council to appoint a City Judge in December of each even-numbered year; and

WHEREAS Arthur Markham is a duly admitted member of the State Bar of Arizona, and has been elected as the Justice of the Peace for the Prescott Precinct; and

WHEREAS the Prescott City Council wishes to appoint Arthur Markham as an Independent Contractor under the terms and conditions as set forth in the Agreement as its City Judge; and

WHEREAS Arthur Markham is willing to accept appointment as the Prescott City Judge under the terms and conditions as contained herein.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. APPOINTMENT OF CITY JUDGE

Pursuant to Prescott City Charter, Article VI, Section 4, Arthur Markham (herein referred to as the "City Judge") is appointed as the Prescott City Judge and he accepts the appointment as set forth in this agreement as such, subject to the terms and conditions contained herein. The City Judge agrees to render to the best of his ability the services and duties of the City Judge during the term of this Agreement.

2. NATURE OF APPOINTMENT

- A. It is expressly agreed and understood by and between the parties that the City Judge is an Independent Contractor, and, as such, the City Judge shall not become a City employee, and is not entitled to payment or compensation from the City as an employee, or to any fringe benefits to which other City employees are entitled. It is recognized that Judge Markham spends on average less than 20 hours per week as the Prescott City Judge. As an Independent Contractor, the City Judge further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an Independent Contractor, the City Judge further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an employee of the City by reason thereof, and that he will not make any claim,

demand or application to or for any right or privilege applicable to any employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

- B. The City Judge shall be available to perform any and all services on behalf of the City of Prescott on an as-needed basis subject to a pro tem judge covering for him in case of illness, vacation, legal conferences or conflict cases.
- C. The City Judge shall preside as Presiding Judge over the Prescott Municipal Court.
- D. The City Judge shall at all times ensure that his conduct as Judge of the City Court of the City of Prescott does not violate Administrative Order Revised No. 96-32 of the Supreme Court of Arizona, the Code of Judicial Conduct, Rule 45 of the Rules of the Arizona Supreme Court, and any other Rule or law governing the conduct of judges during the terms of this contract.
- E. The City Judge shall not during his term commit any act which would be grounds for dismissal pursuant to terms and conditions set forth in this Agreement, the Prescott City Code, the Prescott City Charter and any and all applicable rules for the conduct of City Judges in the State of Arizona.
- F. The City Judge shall perform his duties in accordance with the conditions and requirements imposed on municipal courts by A.R.S. §22-401, et seq., and other applicable laws, rules and regulations.
- G. The City Judge shall preside over all cases arising within the municipal court jurisdiction of the City of Prescott, including those cases arising under the ordinances of the City of Prescott and civil traffic violations of laws of the State committed within the limits of the City.
- H. The City Judge shall cause to be paid to the Treasurer of the City of Prescott all fines, penalties and fees collected by the City Court.
- I. The City Judge shall supervise the City Court Clerk and other staff provided by the City to assist in the operation of the City Court and shall oversee the operations of the City Court.
- J. The City Judge shall perform all other duties required by the Arizona Supreme Court and applicable Arizona law.
- K. The City Judge shall establish a program for collecting delinquent accounts.

3. COMPENSATION AND BENEFITS

- A. In consideration of the services rendered as City Judge, the City shall pay Arthur Markham a total of \$75,000.00 for the period of January 2, 2015, through January 1, 2016, and \$76,500.00 for the period of January 2, 2016, through January 1, 2017, remitted in monthly installments.
- B. There will be no additional compensation, beyond the terms of this Agreement, for time the City Judge may spend on training or other duties related to administering the City Court.

The City will defend and indemnify the City Judge as an Officer of the City consistent with the terms and conditions found in Prescott City Code §1-10-7. Any bond or insurance policy that is required by law to be held by the Prescott City Judge or as a Prescott City official will be provided by the City of Prescott.

4. TERM/TERMINATION

- A. The term of this Agreement shall be from January 2, 2015, through January 1, 2017.
- B. During the term of this Agreement, the City Judge may be removed from office for violation of this Agreement by the City Council of the City of Prescott. Notice of removal of office shall be delivered in writing to the City Judge and the City Judge shall have the right to request due process. Any such request for hearing and any hearing shall be in accordance with Prescott policies, City Code and City Charter.

5. GENERAL CONDITIONS

- A. This Agreement is personal to Arthur Markham and is non-assignable.
- B. The provisions of A.R.S. §38-511 are incorporated by reference and made part hereof.
- C. This Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
- D. This Agreement shall be construed under the laws of the State of Arizona.

DATED this 16th day of December, 2014.

ARTHUR MARKHAM

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott
this 16th day of December, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Recreation Services

AGENDA ITEM: Approval of Acker Trust Board grants for Fiscal Year 2015

Approved By:

Date:

Director:	Baynes, Joe	12/05/2014
City Manager:	McConnell, Craig	12/08/2014

Item Summary

This agenda item is a recommendation for Fiscal Year 2015 grant awards for the Acker Trust grant program.

Background

The Acker Trust Board was established in 1959 as part of a court adjudication of Mr. J.S. Acker's will, which left the majority of his estate to the City of Prescott, "... for the use of our people, the children in particular." The Trust Board members are appointed by and serve as advisors to the Mayor and Council regarding the management of the Trust. All money spent from the Trust is used for either parks or the promotion of youth music.

Every year music organizations apply for Acker Trust funds through a grant process. These organizations must be incorporated, provide a financial statement, and must appear before the Board for a five-minute presentation. The Board, in determining allocations for the limited resources available, considers both the financial need of the organizations, the number of participants served by their programs, and the program's benefit to the community.

The Acker Board received applications in the amount of \$7,650.00. The Board met to review the applications, and voted to recommend the following for approval:

Musicfest	\$ 2,500.00
Yavapai College Foundation - New Horizons Matinee Series	\$ 2,500.00
Yavapai Symphony Association	<u>\$ 2,650.00</u>
<u>Total</u>	\$ 7,650.00

Financial Impact

There is no fiscal impact to the City for this agenda item.

Recommended Action: **MOVE** to approve Acker Trust Fund Fiscal Year 2015 grant awards of \$2,500.00 to Musicfest; \$2,500.00 to the Yavapai College Foundation - New Horizons School Matinee; and \$2,650.00 to the Yavapai Symphony Association.

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Finance

AGENDA ITEM: Approval of annual support and maintenance for OnBase document imaging system software by Databank IMX in the amount of \$29,994.95 using State of Arizona Contract No. EPS090009-3 pricing

Approved By:

Date:

Director:	Woodfill, Mark	12/08/2014
City Manager:	McConnell, Craig	12/08/2014

Item Summary

Document imaging systems convert paper documents to an electronic format. Part of this process involves cataloging or 'indexing' various elements of the document for efficient retrieval at a future time.

The electronic document and its indexed information are stored in a central database which facilitates secure retrieval of the document or similar documents grouped by the index information by a wide variety of City of Prescott business units.

Active and significant users of OnBase currently include the City Clerk, Community Development, Public Works, Finance, and the Police Department (Records , Property and Evidence).

Financial Impact

This is an annual approved IT Division budget item. The cost is recovered from the departments using OnBase.

Attachments

1. OnBase Maintenance Proposal

Recommended Action: **MOVE** to approve the annual support and maintenance for the OnBase document imaging system by DataBank IMX using State of Arizona contract pricing in the amount of \$29,994.95.



CONTRACT PROPOSAL

3520 North 16th Street Phoenix, AZ 85016-6420

Proposal Number: P101225

Proposal Date: 10/20/2014

P: 602-263-9432 F: 602-277-2844

Bill To: CITY OF PRESCOTT
ACCOUNTS PAYABLE
P.O. BOX 2059
PRESCOTT, AZ 86302-2059

Customer: CITY OF PRESCOTT - CITY HALL
201 S. CORTEZ
PRESCOTT, AZ 86303

Account No		Payment Terms	Due Date	Proposal Total		Balance Due
100779		Net 30 Days	11/19/2014	\$29,944.95		\$29,944.95
Contract Number	Contact		P.O. Number	Start Date	Exp. Date	Contract Amount
148689-04			2015	01/01/2015	12/31/2015	\$27,650.00
Remarks						
HSI#7958						

Item No	Description	Qty	Price	Amount
IDMPN1	ONBASE - FULL TEXT INDEXING NAMED USER CLIENT LICENSE FOR AUTONOMY IDOL - MAINTENANCE	7.0	\$30.00	\$210.00
OCMPW1	ONBASE - BATCH OCR MAINTENANCE	1.0	\$300.00	\$300.00
IDMPC1	ONBASE - FULL TEXT INDEXING CONCURRENT CLIENT LICENSE FOR AUTONOMY IDOL - MAINTENANCE	5.0	\$60.00	\$300.00
WLMPC1	ONBASE - WORKFLOW CONCURRENT CLIENT MAINTNENANCE 1-20	1.0	\$440.00	\$440.00
CTMPN1	ONBASE - NAMED CLIENT LICENSE (1-100) - MAINTENANCE	4.0	\$120.00	\$480.00
DMMPI1	ONBASE - EDM SERVICES LICENSE - MAINTENANCE	1.0	\$1,000.00	\$1,000.00
DPMPW1	ONBASE - DOCUMENT IMPORT PROCESSOR LICENSE - MAINTENANCE	1.0	\$1,000.00	\$1,000.00
TYMPI1	ONBASE - DIRECTORY IMPORT PROCESSOR MAINTENANCE	1.0	\$1,000.00	\$1,000.00
TIMPW1	ONBASE - PRODUCTION DOCUMENT IMAGING(TWAIN) MAINTENANCE	1.0	\$1,000.00	\$1,000.00
DSMPI1	ONBASE - DISTRIBUTED DISK SERVICES LICENSE - MAINTENANCE	1.0	\$1,000.00	\$1,000.00
OBMPW1	ONBASE - MULTI-USER LICENSE - MAINTENANCE	1.0	\$0.00	\$1,600.00
IDMPI1	ONBASE - FULL TEXT INDEXING SERVER LICENSE FOR AUTONOMY IDOL - MAINTENANCE	1.0	\$2,000.00	\$2,000.00
WTMPW1	ONBASE - WEB SERVER LICENSE - MAINTENANCE	1.0	\$2,000.00	\$2,000.00
UNMPI1	ONBASE - UNITY CLIENT SERVER LICENSE - MAINTENANCE	1.0	\$2,000.00	\$2,000.00
AEMPI1	ONBASE - APPLICATION ENABLER LICENSE - MAINTENANCE	1.0	\$3,000.00	\$3,000.00
TIMPW2	ONBASE - PRODUCTION DOCUMENT IMAGING(TWAIN) MAINTENANCE 2 OR MORE	12.0	\$400.00	\$4,800.00
CTMPC1	ONBASE - CONCURRENT CLIENT LICENSE (1-100) - MAINTENANCE	23.0	\$240.00	\$5,520.00

Thank you for your business.

Proposal SubTotal	\$27,650.00
Tax:	\$2,294.95
Proposal Total	\$29,944.95
Balance Due:	\$29,944.95

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Airport

AGENDA ITEM: Acceptance of an Arizona Department of Transportation funding grant in the amount of \$67,500.00 for design of improvements including the PAPI and REIL Navigation Aids for Runway 12 & 30, and the PAPI Navigation Aid for Runway 3R & 21L; and approval of Authorization of Services No. 6 for accomplishment of the design by Dibble Engineering in an amount not to exceed \$64,192.00 (City Contract No. 2014-029A6)

Approved By:

Date:

Airport Manager: Cox, John	12/05/2014
Economic Initiatives Director: Burt, Jeff	12/05/2014
City Manager: McConnell, Craig	12/08/2014

Item Summary

Approval to accept an ADOT 90 percent funding grant for design of the replacement of the Runway 12 and 30 Runway End Identifier Lights (REIL) and Precision Approach Path Indicator (PAPI) Systems and Runway 3R and 21L Precisions Approach Path Indicator Systems (PAPI). Both these navigational aids provide vertical guidance information for a pilot to find and maintain the correct approach to the end of a runway for landing, during inclement weather, simulated inclement weather, or at night,. The design work will be done by Dibble Engineering under City Contract No. 2014-029 for Airport Design and Engineering Services approved by City Council on September 24, 2013. The local office of Civiltec Engineering, Inc., will complete 31% of the work under this Authorization for Services.

Background

This project has been identified by ADOT as a high-priority airfield safety improvement. The REIL and PAPI navigational aids for Runway 12/30 and 3R/21L were installed in the late 1970s and early 1980s. This equipment has exceeded its useful life, and become difficult to maintain. During Fiscal Year 2014, the airport had to replace the REILs for Runway 3R/21L due to complete failure at 100% Airport Fund expense. The new equipment will consist of efficient LED fixtures, which will enhance visibility and reduce operational costs.

Agenda Item: Acceptance of an Arizona Department of Transportation funding grant in the amount of \$67,500.00 for design of improvements including the PAPI and REIL Navigation Aids for Runway 12 & 30, and the PAPI Navigation Aid for Runway 3R & 21L; and approval of Authorization of Services No. 6 for accomplishment of the design by Dibble Engineering in an amount not to exceed \$64,192.00 (City Contract No. 2014-029A6)

This project was included in the airport development option recommendation made to Council on April 22, 2014. The project was further reinforced in the November 12, 2014, report to Council followed by adoption of Resolution No. 4265-1474 on December 2, 2014.

Bidding of the construction of these improvements is anticipated in June 2015.

Financial Impact

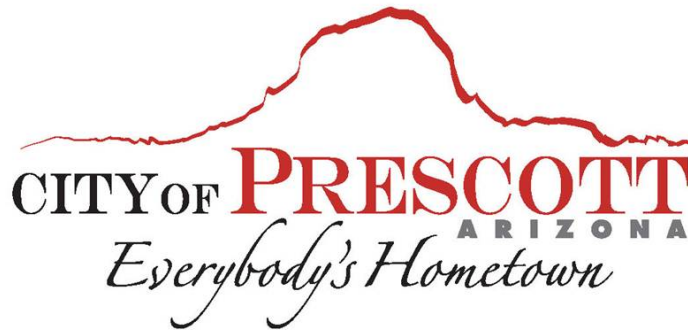
ADOT will reimburse the City of Prescott 90% of the design costs up to \$67,500.00, with the City's Airport Fund contributing the remaining 10% (\$7,500.00), sufficient to cover this Authorization of Services No. 6 in the amount of \$64,192.00.

ADOT anticipates funding 90% of the construction costs in FY16, estimated at \$215,000.00; at which time the City will also be required to contribute 10% (\$21,500.00) from the Airport Fund.

Attachments

1. Dibble Engineering Authorization of Services No. 6
2. ADOT Grant E5S1Y

Recommended Action: MOVE to (1) Accept ADOT Grant No. E5S1Y in the amount of \$67,500.00; and (2) approve Authorization of Services No. 6 under City Contract No. 2014-029 with Dibble Engineering in an amount not to exceed \$64,192.00.



PROFESSIONAL SERVICES AGREEMENT
DIBBLE ENGINEERING, INC.
Fiscal Years 2014 through 2016

AUTHORIZATION FOR SERVICES NO. 6

ENGINEERING SERVICES FOR

VISUAL AIDS (VISAIDS)

AT PRESCOTT MUNICIPAL AIRPORT, ERNEST A. LOVE FIELD

FAA GRANT # NONE
ADOT GRANT # E5S1Y

APPROVED AND ACCEPTED by the City of Prescott, this 16th day of December, 2014.

City of Prescott, a municipal corporation

Marlin D. Kuykendall, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney



7500 North Dreamy Draw Drive
Suite 200
Phoenix, Arizona 85020
phone 602.957.1155
fax 602.957.2838
www.dibblecorp.com

October 20, 2014

Prescott Municipal Airport
Ernest A. Love Field
6546 Crystal Lane
Prescott AZ 86301

Attention: Mr. John E. Cox, C.M., C.A.E.
Prescott Airport Manager

RE: ENGINEERING SERVICES PROPOSAL
Authorization of Services No. 6
City of Prescott Contract 2014-029
Design and Bid Phase Services
PRC Visual Aids (VISAIDS)

We appreciate the opportunity to provide design and bid phase services to the City of Prescott for the *PRC VISAIDS* project at the Prescott Municipal Airport. In an effort to support local business in the City of Prescott, Dibble Engineering (Dibble) will provide Civiltec Engineering with a significant and meaningful role on this project. As this is a unique airfield visual aid/electrical project, Dibble will provide overall project management and mentoring to assure the quality of the project is kept at the high standards the City and Airport expect and deserve.

Dibble Engineering, as the prime consultant, is proposing to complete the Scope of Work as included in this proposal for the following lump sum fees:

1. Design Phase Services:

1. Dibble Engineering.....Base Fee.....	\$25,675.00
2. Dibble Engineering..... Expenses.....	\$1,390.00
3. Civiltec.....Survey & Civil Design Support.....	\$17,430.00
4. CR.....Electrical Design Support.....	\$11,939.00
Design Subtotal.....	\$56,434.00

2. Bid Phase Services:

1. Dibble Engineering..... Base Fee.....	\$5,206.00
2. Dibble Engineering..... Expenses.....	\$190.00
3. Civiltec.....Bid Phase Support.....	\$2,362.00
4. CR.....Bid Phase Support.....	\$2,873.00
Bid Phase Subtotal.....	\$7,758.00

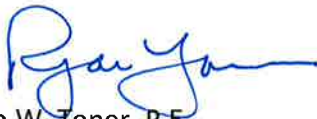
PRC VISAIDS Project Total..... \$64,192.00

With inclusion of Civiltec Engineering we are providing Prescott partners a participation benefit of 31%; and with CR Engineers we are providing a DBE benefit of approximately 23% on the *PRC VISARDS* project.

Transmitted herewith is our proposed Scope of Work, Fee Summaries, Derivation of Fee Proposals, Estimated Manhours matrices, Estimated Allowance for Direct Costs (expenses), Project Exhibit, and Proposed Design Schedule.

We have greatly appreciated working with the City of Prescott and are excited to continue to assist on planning and design projects at the airport. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,
Dibble Engineering

A handwritten signature in blue ink, appearing to read "Ryan Toner", with a stylized flourish at the end.

Ryan W. Toner, P.E.
Airport Practice Leader

A handwritten signature in blue ink, appearing to read "Jared Bass", with a long horizontal flourish extending to the right.

Jared Bass, P.E.
Airport Project Engineer

Enclosures



SCOPE OF WORK
Design and Bid Phase Services
PRC VISAIDS
Prescott Municipal Airport



Dibble Engineering (Dibble) has been requested by the City of Prescott (City) to provide design and bid phase services for the *PRC VISAIDS* project at the Prescott Municipal Airport (Airport). The existing visual aids that are to be addressed with this project are identified below:

- Runway 3R, 4-Box PAPI
- Runway 21L, 4-Box PAPI
- Runway 12, 2-Box PAPI
- Runway 30, 2-Box PAPI
- Runway 12 End REIL
- Runway 30 End REIL

The equipment identified above has reached the end of their useful lives and are in need of replacement. The existing equipment occasionally becomes non-operational and is a significant concern for airport operations due to potential failure. The goal of this project is to replace the existing equipment identified above.

The City has received notice of a state grant in ADOT Fiscal Year (FY) 2015, (July 2014), that is anticipated to cover the design effort required for the project to be ready for construction by July 2016. This is in anticipation of an ADOT Fiscal Year (FY) 2016, (July 2015).

In an effort to support local business in the City of Prescott, Dibble will provide Civiltec Engineering with a significant and meaningful role on this project. As this is a unique airfield visual aid/electrical project, Dibble will provide overall project management and mentoring to assure the quality of the project is kept at the high standards the City and Airport expect and deserve.

The Scope of Work for this project for the design and bid phase services includes:

1) General (Dibble):

- a) Project Management and Administration: Dibble will provide project management and coordination of the design team and will provide coordination between design team members, the City, and other interested stakeholders as necessary. Administration tasks such as file coordination and project printing and packaging at each submittal level will also be included under this task.

Included in this task is the effort required to prepare and submit a Project Management Plan (PMP). The PMP will include a complete agenda of specific tasks that are required that will include at a minimum the following items: design team and responsibilities, detailed scope of work, required Federal and State documents (Grant Applications, Categorical Exclusion request, etc.), preliminary cost estimates, preliminary design and construction schedule, project exhibits and other specialty service information available.

Dibble will also make monthly “Design and Progress Reports”, including invoicing, to the City in a format acceptable to the City.

2) Project Start-Up and Data Collection (Dibble and Civiltec):

- a) Existing Document Research and Coordination: Gather and review available as-built or record drawings, utility maps, surveys, design plans, studies, reports and miscellaneous projects at the airport and relevant to this project. This item shall also include contacting utility stakeholders for potential impacts of this project. This information will be coordinated with the surveyors so that any specific data important to the design of this project can be identified/obtained during the survey field activities.
- b) Survey and Base Map Development and Coordination: Multiple basemaps (topographic, utility, and civil) will be created from the topographic, pavement and utility infrastructure features collected from the topographic field survey, existing design files, field investigations (pictures and notes), quarter-section maps (if available), and record drawings. Also included in this item is the setup of all construction plan sheets including the survey and horizontal control sheets. All work will be consistent with City Standards and based on the newly published PACS and SACS at the airport.
- c) Project Kick-Off Meeting with the City: This meeting will be held with the City and other airport stakeholders, (to be determined by the Airport), at the very beginning of the project. Discussion items may include design team, control of correspondence, design standards, design schedule, project submittals/deliverables, and coordination of anticipated impacts to airport operations and/or tenants during design (i.e. additional survey, etc.).

3) 30% Submittal (Dibble and Civiltec):

- a) 30% Design Plans: Preliminary plans shall include the following: general construction notes, design legend and abbreviations; airport access location, contractor’s haul route, staging and storage yard; construction phasing and barricading plans; Storm Water Pollution Prevention Plan (SWPPP) in accordance with Best Management Practices; VISAID layout sheets; VISAID details sheets; miscellaneous utility details; and other informational sheets required for construction.
- b) Draft Engineer’s Design Report: The draft engineer’s design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts such as survey and utility locating. The report shall cover the following at a minimum: airport and project descriptions; critical environmental and archeological aspects or documents such as an approved Categorical Exclusion (CATEX); relevant design standards; topographic survey and control; grading and drainage (as needed); construction phasing; and list of anticipated technical specifications. The draft engineer’s design report shall also include airport and project location exhibits and appendices such as: construction phasing exhibits, construction cost estimates, and other design elements as needed to document design intent.
- c) Draft Construction Safety and Phasing Plan (CSPP): Although the construction of this project is not anticipated to receive Federal Aviation Administration (FAA) funding, a CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards

and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2F.

- d) Categorical Exclusion (CATEX): Develop and submit the request for Categorical Exclusion to the FAA and/or ADOT for approval in accordance with all the required federal and state CATEX forms and the current FAA guidance, specifically FAA Orders 1050.1E, 5050.4B, and ARP SOP No. 500, Appendix A.
- e) 30% Quantities and Engineer's Opinion of Probable Construction Cost: Based on the preliminary 30% construction plans and technical specifications, develop an Engineer's Opinion of Probable Construction Cost on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- f) 30% Design Coordination Meeting: This meeting will be held with the Airport and other airport stakeholders, (stakeholders to be determined by the Airport), shortly after the 30% Submittal to discuss the design on a sheet-by-sheet basis. Discussion items may include preliminary construction phasing, material constructability, impacts to airport operations/tenants, any review comments provided at that time.
- g) 30% ADOT and Airport Review Meeting: This meeting will be held shortly after the 30% Submittal with ADOT MPD Aeronautics staff and airport representatives from the City to review the design scope and criteria, and to confirm other critical project components such as the CATEX (if required by ADOT). This meeting is required by ADOT and is necessary to receive approval to proceed past the 30% submittal stage.
- h) Plans-in-Hand Site Visit: Shortly after the 30% Submittal and before proceeding with the remainder of the project, Dibble will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utilities infrastructure and structures (visible in the field), grades, project limits, etc.
- i) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal.

4) 90% Pre-Final Submittal (Dibble and Civiltec):

- a) 90% Design Plans: Pre-final plans shall be submitted for final review and approval by the City and ADOT MPD Aeronautics.
- b) 90% Contract Documents and Technical Specifications: Pre-final contract documents and technical specifications for final review/approval by the City and ADOT MPD Aeronautics. This set will also be coordinated with the City to determine project advertisement and bidding dates.

- c) Final Construction Safety and Phasing Plan (CSPP): The final CSPP will be included as an appendix to the Contract Documents. The CSPP will be prepared in accordance with the most recent edition of FAA AC 150/5370-2F. The final CSPP along with a 7460-1 Site Exhibit will be submitted to the FAA Airspace Review website, *Obstruction Evaluation and Airport Airspace Analysis* (OE/AAA).
- d) 90% Quantities and Engineer's Opinion of Probable Construction Cost: Based on the preliminary 90% construction plans and technical specifications, develop an Engineer's Opinion of Probable Construction Cost on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- e) Plans-in-Hand Site Visit: Shortly after the 90% Submittal and before the final submittal (Bid Documents), Dibble will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, grades, project limits, etc.
- f) 90% Design Coordination Meeting: This meeting will be held with the City and other airport stakeholders, (stakeholders to be determined by the Airport), shortly after the 90% Submittal to discuss the design on a sheet-by-sheet basis. Discussion items may include final construction phasing, material constructability, impacts to airport operations/tenants, review comments, etc.
- g) Final Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior airport staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standard checking processes by a Senior QC Manager. Review will include the deliverables not previously produced/reviewed such as the Contract Documents and Technical Specifications. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal.

5) 100% Bid Documents (Dibble and Civiltec):

- a) 100% Bid Plans: Sealed plans shall have all internal and external review comments by the City and ADOT MPD Aeronautics incorporated and addressed and modifications made during final site visits. The plans will be issued for bidding and construction.
- b) Bid Contract Documents and Technical Specification: The final bid contract documents and technical specifications shall have all internal and external review comments by the City and ADOT incorporated and addressed. The bid contract documents and technical specifications will be issued for bidding and construction.
- c) Bid Quantities and Engineer's Opinion of Probable Construction Cost: Based on the bid construction plans and technical specifications, provide a bidding schedule in the contract documents and an Engineer's Opinion of Probable Construction Cost on a unit price basis.
- d) Final Engineer's Design Report: The final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall

also address any review comments received from all internal and external reviews, including the City and ADOT.

6) Bid Phase Services (Dibble and Civiltec):

- a) Project Management and Administration: Dibble will provide all project management and coordination of the design team, and will provide coordination between design team members, the City, ADOT and other interested stakeholders as needed, including the reprographics company used during the bidding process.

Administration tasks such as file coordination and project printing and packaging during the bid phase will be included under this task.

- b) Pre-Bid Meeting: Attend the pre-bid meeting and assist the City in conducting the meeting. Dibble, upon the request of the City, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Dibble shall also assist the City in developing and submitting the pre-bid meeting minutes to all plan holders.
- c) Bid Addendums: Pending contractors' reviews, comments, and questions, the Dibble team will assist the City in developing and issuing any necessary addendums, including revision to contract documents (i.e. plans and technical specifications). It should be noted that the hours provided in the *Estimated Manhour* matrix contained herein are based on a maximum of two (2) addenda.
- d) Contractor Questions: Coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed.
- e) Bid Opening Meeting: Dibble will attend the bid opening meeting to assist the City in reviewing and organizing the bidding documents from each contractor. Dibble will also attend the Bid Opening if needed.
- f) Bid Tabulation and Recommendation: Evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the Engineer's Opinion of Probable Construction Cost and other bids submitted. Dibble will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder. Included with this effort will be the review and evaluation support of the other contract components such as the DBE subcontractor evaluation.

7) Geotechnical and Pavement Design:

These items are not anticipated for this project and as such excluded from this scope of services.

8) Survey and Underground Utility Coordination (Civiltec):

Civiltec Engineers will perform these services. Please see their attached proposal for additional information.

9) Electrical Equipment/Design Services (CR Engineers):

CR Engineers will perform these services. Please see their attached proposal for additional information.

10) Project Deliverables:

- a) 30% Submittal: 30% plans, Draft Engineer's Design Report, and 30% quantities and Engineer's Opinion of Probable Construction Cost. The CATEX will also be included in this submittal effort.
- b) 90% Pre-Final (ADOT/City Final Review): 90% pre-final plans, pre-final specifications, 90% quantities and Engineer's Opinion of Probable Construction Cost, and Final Construction Safety and Phasing Plan.
- c) 100% Bid Submittal: 100% sealed bid-ready plans and specifications, 100% quantities and Engineer's Opinion of Probable Construction Cost estimate, and Final Engineer's Report. The final submittal for the project will also include an electronic (CD-ROM) of all the electronic documents, (i.e. CAD, Word, PDF, etc.).

Each submittal will be posted on the Dibble Webshare database electronically for the client's convenience. Also, the total number of hard copies of the deliverables is identified in the *Estimated Allowance For Direct Costs* sheet contained herein.

Dibble will also post the 30% and 100% submittals to the ADOT FTP site electronically (PDF).

11) Miscellaneous:

This proposal is based on an estimated 5 month design schedule which includes the City and ADOT MPD Aeronautics review time, (see attached Design Schedule Exhibit).

All plans are to be prepared in AutoCAD Civil 3D 2013.

12) Exclusions To This Scope of Work:

- a) Landscape, Irrigation, and Environmental Design Services.
- b) Structural Engineering, Mechanical, or Architectural Design Services.
- c) Geotechnical and Pavement Design Services.
- d) Limited or Full Time Construction Administration services.
- e) Environmental Evaluation or assessments other than the CATEX or SWPPP.

Firm: Dibble Engineering
On-Call Engineering
Project: **PRC VISAIDS**
Design and Bid Phase Services
Prescott Municipal Airport
Date: 10/20/2014



Contract Number: 2014-029
Project Number: 2014-029PR06
Task Number: 6
Amendment Number: NA
FAA Number: NA
ADOT Number: E5S1Y

Summary

Dibble

Subs

1. Design Phase Services

	Fee	Type	
1 Dibble Base Fee.....	\$25,675.00	Lump Sum	\$25,675.00
2 Dibble Expenses.....	\$1,390.00	T&M	\$1,390.00
3 Survey/Civil Design Support (Civiltec).....	\$17,430.00	Lump Sum	\$17,430.00
4 Electrical Design Support (CR).....	\$11,939.00	Lump Sum	\$11,939.00
Design Phase Subtotal.....	\$56,434.00		\$29,369.00

2. Bid Phase Services

	Fee	Type	
1 Dibble Base Fee.....	\$5,206.00	Lump Sum	\$5,206.00
2 Dibble Expenses.....	\$190.00	T&M	\$190.00
3 Civil Bidding Support (Civiltec).....	\$2,362.00	Lump Sum	\$2,362.00
4 Electrical Bidding Support (CR).....	\$2,873.00	Lump Sum	\$2,873.00
Bid Phase Subtotal.....	\$7,758.00		\$5,235.00

APRON RECONSTRUCTION SUBTOTAL..... \$64,192.00

\$32,461.00

\$34,604.00

Prescott Area Participation 30.8%
DBE Participation 23.1%
Dibble Participation 50.6%

Firm: Dibble Engineering
On-Call Engineering
Project: **PRC VISAIDS**
Design and Bid Phase Services
Prescott Municipal Airport
Date: 10/20/2014

Contract Number: 2014-029
Project Number: 2014-029PR06
Task Number: 6
Amendment Number: NA
FAA Number: NA
ADOT Number: E5S1Y

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE - DESIGN PHASE

Classification	Manhours	Direct Labor Rate	Labor Costs	
1 Project Principal	0	\$64.90	\$0.00	
2 Senior Project Manager	16	\$50.96	\$815.36	
3 Project Manager	18	\$47.11	\$847.98	
4 Senior Project Engineer	110	\$41.35	\$4,548.50	
5 Project Engineer	30	\$38.27	\$1,148.10	
6 Designer	26	\$28.85	\$750.10	
7 Assistant Engineer	0	\$26.00	\$0.00	
8 CAD Technician	0	\$26.00	\$0.00	
9 Admin Assistant	18	\$19.00	\$342.00	

Total 218 hrs

a. Total Labor..... \$8,452.04
b. Overhead at..... 176.15% \$14,888.27
c. Subtotal Labor + Overhead..... \$23,340.31
d. Net Fee..... 10% of c. \$2,334.03
e. Total Basic Fee..... (c + d) (rounded) **\$25,675.00**

ALLOWANCE FOR DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Submittal Printing (Dibble).....	\$ 920.00	T&M
2 Mileage (Dibble).....	\$ 470.00	T&M

f. Sub-Total Allowances for Direct Costs..... **\$1,390.00**

ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

Firm	Cost	Method of Compensation
1 Survey/Civil Design Support (Civiltec).....	\$ 17,430.00	Lump Sum
2 Electrical Design Support (CR).....	\$ 11,939.00	Lump Sum

g. Sub-Total Allowance for Add'l Costs: **\$29,369.00**

TOTAL FEE

h. Total Estimated Cost to Consultant....(e. + f.) \$56,434.00

Firm: Dibble Engineering
On-Call Engineering
Project: **PRC VISAIDS**
Design and Bid Phase Services
Prescott Municipal Airport
Date: 10/20/2014

Contract Number: 2014-029
Project Number: 2014-029PR06
Task Number: 6
Amendment Number: NA
FAA Number: NA
ADOT Number: ESS1Y

ESTIMATED MANHOURS - DESIGN PHASE										
TASK	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGNER	ASSISTANT ENGINEER	CAD TECHNICIAN	ADMIN ASSISTANT	TOTAL HOURS
1 General										
1a Project Management & Administration			8	32					2	42
2 Project Start-Up and Data Collection										
2a Existing Document Research and Coordination					4					4
2b Survey & Base Map Development & Coordination				2		6				8
2c Project Kick-Off Meeting with Airport				6					2	8
3 30% Submittal										
3a 30% Design Plans			2	4		4				10
3b Draft Engineer's Design Report				4		2				6
3c Draft CSPP				4	6	2				12
3d CATEX (FAA and/or ADOT)				6	4	2				12
3e 30% Quantities and EOPCC				4						4
3f 30% Design Coordination Meeting				6					2	8
3g 30% ADOT and Airport Review Meeting				6					2	8
3h Plans-in-Hand Site Visit				2						2
3i Internal QA Project Review		8								8
4 90% Pre-Final Submittal (ADOT/Airport)										
4a 90% Design Plans (Sealed)			2	4		4				10
4b 90% Contract Docs and Tech Specs			2	6	2					10
4c Final CSPP				2	6	2				10
4d 90% Quantities and EOPCC				2						2
4e Pre-Final Engineer's Design Report				2						2
4f Plans-in-Hand Site Visit				2						2
4g 90% Design Coordination Meeting				4					2	6
4h Final Internal QA Project Review		8								8
5 100% Bid Documents										
5a 100% Bid Plans (Sealed)			2	4	2	4			2	14
5b Bid Contract Docs and Tech Specs (Sealed)			2	4	2				2	10
5c Bid Quantities and Cost Estimate				2	2				2	6
5d Final Engineer's Design Report				2	2				2	6
TOTALS	0	16	18	110	30	26	0	0	18	218

Firm: Dibble Engineering
On-Call Engineering
Project: **PRC VISAIDS**
Design and Bid Phase Services
Prescott Municipal Airport
DATE: 10/20/2014

Contract Number: 2014-029
Project Number: 2014-029PR06
Task Number: 6
Amendment Number: NA
FAA Number: NA
ADOT Number: E5S1Y

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE - BID PHASE

Classification	Manhours	Direct Labor Rate	Labor Costs	
1 Project Principal	0	\$64.90	\$0.00	
2 Senior Project Manager	0	\$50.96	\$0.00	
3 Project Manager	6	\$47.11	\$282.66	
4 Senior Project Engineer	30	\$41.35	\$1,240.50	
5 Project Engineer	2	\$38.27	\$76.54	
6 Designer	0	\$28.85	\$0.00	
7 Assistant Engineer	0	\$26.00	\$0.00	
8 CAD Technician	0	\$26.00	\$0.00	
9 Admin Assistant	6	\$19.00	\$114.00	

Total 44 hrs

a. Total Labor..... \$1,713.70
b. Overhead at..... 176.15% \$3,018.68
c. Subtotal Labor + Overhead..... \$4,732.38
d. Net Fee..... 10% of c. \$473.24
e. Total Basic Fee..... (c + d) (rounded)..... **\$5,206.00**

ALLOWANCE FOR DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost	
1 Mileage (Dibble).....	\$ 190.00	Time-and-Materials

f. Sub-Total Allowances for Direct Costs..... **\$190.00**

ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

Firm	Cost	Method of Compensation
1 Civil Bidding Support (Civiltec).....	\$ 2,362.00	Lump Sum
2 Electrical Bidding Support (CR).....	\$ 2,873.00	Lump Sum

g. Sub-Total Allowance for Add'l Costs: **\$5,235.00**

TOTAL FEE

g. Total Estimated Cost to Consultant....(e. + f.) \$10,631.00

Firm:	Dibble Engineering On-Call Engineering	Contract Number: 2014-029 Project Number: 2014-029PR06
Project:	PRC VISAIDS Design and Bid Phase Services Prescott Municipal Airport	Task Number: 6 Amendment Number: NA FAA Number: NA ADOT Number: ESS1Y
Date:	10/20/2014	

ESTIMATED MANHOURS - BID PHASE										
TASK	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGNER	ASSISTANT ENGINEER	CAD TECHNICIAN	ADMIN ASSISTANT	TOTAL HOURS
6 Bid Phase Services										
6a Project Management & Administration			2	10					2	14
6b Pre-Bid Meeting				4					2	6
6c Bid Addendums (2 max)			2	4						6
6d Contractor's Questions				2						2
6e Bid Opening Meeting				4						4
6f Bid Tabulation and Recommendation			2	6	2				2	12
TOTALS	0	0	6	30	2	0	0	0	6	44

Firm:	Dibble Engineering On-Call Engineering	Contract Number: 2014-029 Project Number: 2014-029PR06
Project:	PRC VISAIDS Design and Bid Phase Services Prescott Municipal Airport	Task Number: 6 Amendment Number: NA FAA Number: NA ADOT Number: E5S1Y
Date:	10/20/2014	

ESTIMATED ALLOWANCE FOR DIRECT COSTS - DESIGN AND BID PHASE

1. PRINTING (30%, 90%, and Bid Set Submittals)

(Miscellaneous Check Printing is Included in Operational Overhead)

DESIGN PHASE

a.	3	Submittals of	25 sheets =	25 Sheets @	\$1.50 /sheet	\$225.00
		(2 Copies Full-Size Bond Plans)				
b.	3	Submittals	25 sheets =	25 Sheets @	\$0.25 /sheet	\$75.00
		(4 Copies Scaled 1/2-Size Plans)				
c.	3	Plotting	25 sheets =	25 Sheets @	\$1.50 /sheet	\$225.00
d.	2	Submittals for Spec Book	@	150 Sheets @	\$0.06 /sheet	\$33.00
		(2 copies @ 275 pages each)		(double-sided)		
e.	2	Submittals for Eng. Report	@	150 Sheets @	\$0.60 /sheet	\$360.00
		(2 copies @ 275 pages each)		(single-sided)		
Subtotal						\$918.00
DESIGN PHASE TOTAL						\$920

2. MILEAGE

DESIGN PHASE

a.	5	Trips	210 Miles	@	\$0.445 /Mile	\$467
		(Milage includes estimated travel on or around the airport during site visits)				
DESIGN PHASE TOTAL						\$470

BIDDING PHASE

b.	2	Trips	210 Miles	@	\$0.445 /Mile	\$187
		(Milage includes estimated travel on or around the airport during site visits)				
BID PHASE TOTAL						\$190



CIVIL, TRANSPORTATION, MUNICIPAL, WATER AND WASTEWATER ENGINEERING,
PLANNING, CONSTRUCTION MANAGEMENT, AND LAND SURVEYING
PEORIA • PRESCOTT • MONROVIA

October 17, 2014

Jared Bass, P.E., Project Engineer
Dibble Engineering
7600 North Dreamy Draw Drive, Ste. 200
Phoenix, AZ 85050-4669
Email: jared.bass@dibblecorp.com

Subject: Scope of Services and Fee for Professional Engineering and Surveying Services –
NAVAIDS at the Prescott Airport

Dear Mr. Bass,

Civiltec Engineering, Inc. is pleased to provide you with the following proposal to provide professional engineering surveying services for the aforementioned project. Civiltec proposes to perform the following scope of services for the project:

Surveying Services

Task 1 – Field Survey

Civiltec will provide field survey for the 6 existing NAVAID sites per the attached exhibit (PRC NAVAIDS). The survey limits will include areas approximately 25 feet around each NAVAID. The survey will also include cross sections of the runways adjacent to the 6 NAVAIDS. 3 cross sections will be surveyed at each NAVAID; 1 at the center of the NAVAID location and 2 located 50 feet on each side of the center cross section.

Survey data will be based on the newest publicized adjustment of the PACs and SACs (NAD83/NAVD88). There will be a slight vertical difference between prior survey data and new data because of the latest published control adjustment.

The project deliverables for surveying services will include digital photographs and a survey points file.

Engineering Services for 30% Submittal

Civiltec will assist Dibble with the following tasks;

Task 3a – 30% Design Plans

Task 3b – Draft Engineer’s Design Report

Task 3e – 30% Quantities and EPOCC

Task 3f – 30% Design Coordination Meeting

Task 3g – 30% ADOT and Airport Review Meeting

Task 3h – Plans In Hand Site Visit

Engineering Services for 90% Submittal

Civiltec will assist Dibble with the following tasks;

Task 4a – 90% Design Plans (Sealed)

Task 4b – 90% Contract Docs and Tech Specs

Task 4d – 90% Quantities and EPOCC

Task 4e – Pre Final Engineer’s Design Report

Task 4f – Plans In Hand Site Visit

Task 4g – 90% Design Coordination Meeting

Engineering Services for 100% Submittal

Civiltec will assist Dibble with the following tasks;

Task 5a –100% Design Plans (Sealed)

Task 5b – Bid Contract Docs and Tech Specs (Sealed)

Task 5c –Bid Quantities and Cost Estimate

Task 5d – Final Engineer’s Design Report

Engineering Services for Bid Phase Services

Civiltec will assist Dibble with the following tasks;

Task 6b –Pre Bid Meeting

Task 6c – Bid Addendums (2 maximum)

Task 6d – Contractor Questions

Estimated hours and associated fees for the aforementioned services are attached on the accompanying spreadsheet.

If other services are needed which are above and beyond the scope of services outlined herein, a contract addendum will be issued. Invoices will provide on a monthly basis for services rendered. Invoice payments are net 30.

Thank you for this opportunity.

Sincerely,
CIVILTEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Chris Dusza", is positioned above the printed name.

Chris Dusza, PE, CFM, Vice President

Prescott Airport NAVAIDS									
Dibble Engineering									
Time and Fee Estimate									
Date:	17-Oct-14								
	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	TOTAL
	PIC	PM	PE	SE	DD	CO	SM	S CREW	COST
RATE (2612)	\$ 241.48	\$ 158.92	\$ 128.79	\$ 102.38	\$ 93.29	\$ 78.30	\$ 124.17	\$ 157.87	
Surveying Services									
Task 1 - Field Survey							4	16	\$ 3,022.60
Engineering Services for 30% Submittal									
Task 3a – 30% Design Plans		5	10						\$ 2,082.50
Task 3b – Draft Engineer's Design Report		4	4						\$ 1,150.84
Task 3e – 30% Quantities and EPOCC		1	1						\$ 287.71
Task 3f – 30% Design Coordination Meeting		6							\$ 953.52
Task 3g – 30% ADOT and Airport Review Meeting		6							\$ 953.52
Task 3h – Plans In Hand Site Visit		2							\$ 317.84
Engineering Services for 90% Submittal									
Task 4a – 90% Design Plans (Sealed)		6	10						\$ 2,241.42
Task 4b – 90% Contract Docs and Tech Specs		3	3						\$ 863.13
Task 4d – 90% Quantities and EPOCC		2	2						\$ 575.42
Task 4e – Pre Final Engineer's Design Report		4	4						\$ 1,150.84
Task 4f – Plans In Hand Site Visit		2							\$ 317.84
Task 4g – 90% Design Coordination Meeting		4							\$ 635.68
Engineering Services for 100% Submittal									
Task 5a –100% Design Plans (Sealed)		4	4						\$ 1,150.84
Task 5b – Bid Contract Docs and Tech Specs (Sealed)		2	2						\$ 575.42
Task 5c –Bid Quantities and Cost Estimate		1	1						\$ 287.71
Task 5d – Final Engineer's Design Report		3	3						\$ 863.13
Engineering Services for Bid Phase Services									
Task 6b –Pre Bid Meeting		4							\$ 635.68
Task 6c – Bid Addendums (2 maximum)		4	4						\$ 1,150.84
Task 6d – Contractor Questions		2	2						\$ 575.42
TOTAL HOURS	0	65	50	0	0	0	4	16	135
TOTAL BUDGET	\$ -	\$ 10,329.80	\$ 6,439.50	\$ -	\$ -	\$ -	\$ 496.68	\$ 2,525.92	\$ 19,791.90

Civiltec Authorization

Chris Dusza 



October 16, 2014

Dibble Engineering
7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4669

Attn.: Mr. Jared Bass, P.E.

Re: Project Name: Prescott Municipal Airport
PAPIs and REILs Replacements
Proposal for Electrical Design and Bid Assistance Services
CRE Proposal No.: 14049

We are pleased to present our revised proposal in the listed attachments below.

Scope of Work: See attached Exhibit A.

Fee Proposal: See attached Exhibit B.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant. The attached Terms & Conditions are a part of this proposal. Please feel free to call if you need to discuss them.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Catherine Alcorn', written over a horizontal line.

Catherine Alcorn, P.E.
President

Q:\Proposals\14000\14049 PRC PAPI & REILs\14049 Proposal Rev1.docx

**EXHIBIT A - SCOPE OF WORK
DESIGN SERVICES**

**ERNEST A. LOVE FIELD/PRESCOTT MUNICIPAL AIRPORT
PAPIS AND REILS REPLACEMENTS**

PRC PROJECT NO. XX

Prepared by CR Engineers, Inc.
OCTOBER 16, 2014

The project objective is to provide electrical construction designs, plans, specifications, quantities, and estimates for the following at Prescott Municipal Airport.

Runway 12/30 PAPI and REIL Replacements: The existing 2-box PAPI system at Runway 12/30 will be replaced with a new 2-box PAPI system (2 total). LED PAPI systems will be specified as Bid Alternate 1. The existing REILS at Runway 12/30 will also be replaced with new LED REILS (2 total). Existing electrical infrastructure and low voltage power distribution equipment will be used wherever possible. The existing location of the REILs will be reviewed to verify conformance with current FAA AC requirements and will be relocated as necessary.

Runway 3R-21L PAPI Replacements: The existing 4-box PAPI system at Runway 3R-21L will be replaced with a new 4-box PAPI system (2 total). LED PAPI systems will be specified as Bid Alternate 1B. Existing electrical infrastructure and low voltage power distribution equipment will be used wherever possible.

Design Documents

CR Engineers will provide the following submittals: 30% drawings, and Draft Engineer's Report; 90% drawings, specifications, quantities and estimate; and 100% (Bid Ready) plans, specifications, quantities and estimate. This 100% final set will be stamped and sealed by a Registered Professional Engineer in the State of Arizona.

Bid-Phase Services: Engineering services during the bid phase will be provided, including attending the Pre-Bid meeting, responding to contractor questions, and issuing addenda to the contract documents if needed.

Exhibit B - CR Engineers, Inc.
Fee Proposal Summary

City Project No.: XX

Project Name: **Prescott Municipal Airport - PAPIs and REILs Relplacements
Airfield Circuit Map and Signing and Marking Plan Updates**

Date: **16-Oct-14**

CRE Project Number: **14049**

FEES

Overhead Rate: 150 %
Profit Margin: 10 %

1.0 Design Fees \$11,645

2.0 Bid Assistance Services \$2,873

Total Fees \$14,517

ESTIMATED EXPENSES AND ALLOWANCES

Auto mileage (\$0.445/mile) \$294
(220 miles roundtrip: 3 trips)

Total estimated expenses \$294

GRAND TOTAL \$14,811

CR Engineers, Inc.
1.0 Design Fee Proposal Worksheet

City Project No.: **XX**

Project Name: **Prescott Municipal Airport - PAPIs and REILs Relplacements
 Airfield Circuit Map and Signing and Marking Plan Updates**

Date: **16-Oct-14**

CRE Project Number: **14049**

	Task Description	Quantity	Project Manager, PE	Senior Engineer	Senior Designer	Sen.Field Inspector	Field Inspector	CADD Designer	Project Assistant	Total Hours
1.1	Meetings & Site Visits									
1.1.1	On-Site Review Meeting(s)	1	7.0							7.0
1.1.2	Site Visit(s)	1					8.0			8.0
1.2	Contract Documents									
1.2.1	Electrical Drawing(s)		7.0		16.0		8.0	32.0		63.0
1.2.2	Specifications		2.0		4.0				4.0	10.0
1.2.3	Cost Estimate/Quantities		1.0				4.0			5.0
1.2.4	Engineer's Report		1.0		2.0				1.0	4.0
1.2.5	30% Submittal QA/QC		2.0		2.0		1.0	2.0	1.0	8.0
1.2.6	70% Submittal QA/QC		3.0		2.0			3.0	1.0	9.0
1.2.7	100% Pre Final Submittal QA/QC		2.0		1.0		1.0	2.0	1.0	7.0
1.2.8	100% Bid Ready Submittal QA/QC		1.0		1.0			1.0	1.0	4.0
1.3.9	Client Coordination		1.0					1.0	1.0	3.0
1.0	Totals		27.0	0.0	28.0	0.0	22.0	41.0	10.0	128.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:	\$53.44	\$48.69	\$32.21	\$31.84	\$29.22	\$26.21	\$17.23	
	Direct Labor:	\$1,443	\$0	\$902	\$0	\$643	\$1,075	\$172	
	Overhead:	\$2,164	\$0	\$1,353	\$0	\$964	\$1,612	\$258	
	Overhead + Direct Lab:	\$3,607	\$0	\$2,255	\$0	\$1,607	\$2,687	\$431	
	(OH + Direct) x Profit:	\$361	\$0	\$225	\$0	\$161	\$269	\$43	
1.0	Total Fees	\$3,968	\$0	\$2,480	\$0	\$1,768	\$2,955	\$474	\$11,645

CR Engineers, Inc.

2.0 Bid Services Fee Proposal Worksheet

City Project No.: **XX**

Project Name: **Prescott Municipal Airport - PAPIs and REILs Relplacements**

Airfield Circuit Map and Signing and Marking Plan Updates

Date: **16-Oct-14**

CRE Project Number: **14049**

	Task Description	Quantity	Project Manager, PE	Senior Engineer	Senior Designer	Sen.Field Inspector	Field Inspector	CADD Designer	Project Assistant	Total Hours
2.0	Bid Assistance									
2.1	Pre-bid Meeting/Walk Through		8.0				8.0			16.0
2.2	Answer Questions/Issue Addenda		2.0		3.0		2.0	2.0	4.0	13.0
1.0	Totals		10.0	0.0	3.0	0.0	10.0	2.0	4.0	29.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:		\$53.44	\$48.69	\$32.21	\$31.84	\$29.22	\$26.21	\$17.23	
	Direct Labor:		\$534	\$0	\$97	\$0	\$292	\$52	\$69	
	Overhead:		\$802	\$0	\$145	\$0	\$438	\$79	\$103	
	Overhead + Direct Lab:		\$1,336	\$0	\$242	\$0	\$731	\$131	\$172	
	(OH + Direct) x Profit:		\$134	\$0	\$24	\$0	\$73	\$13	\$17	
1.0	Total Fees		\$1,470	\$0	\$266	\$0	\$804	\$144	\$190	\$2,873



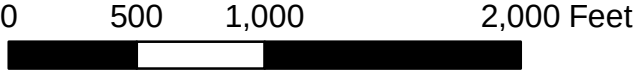
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

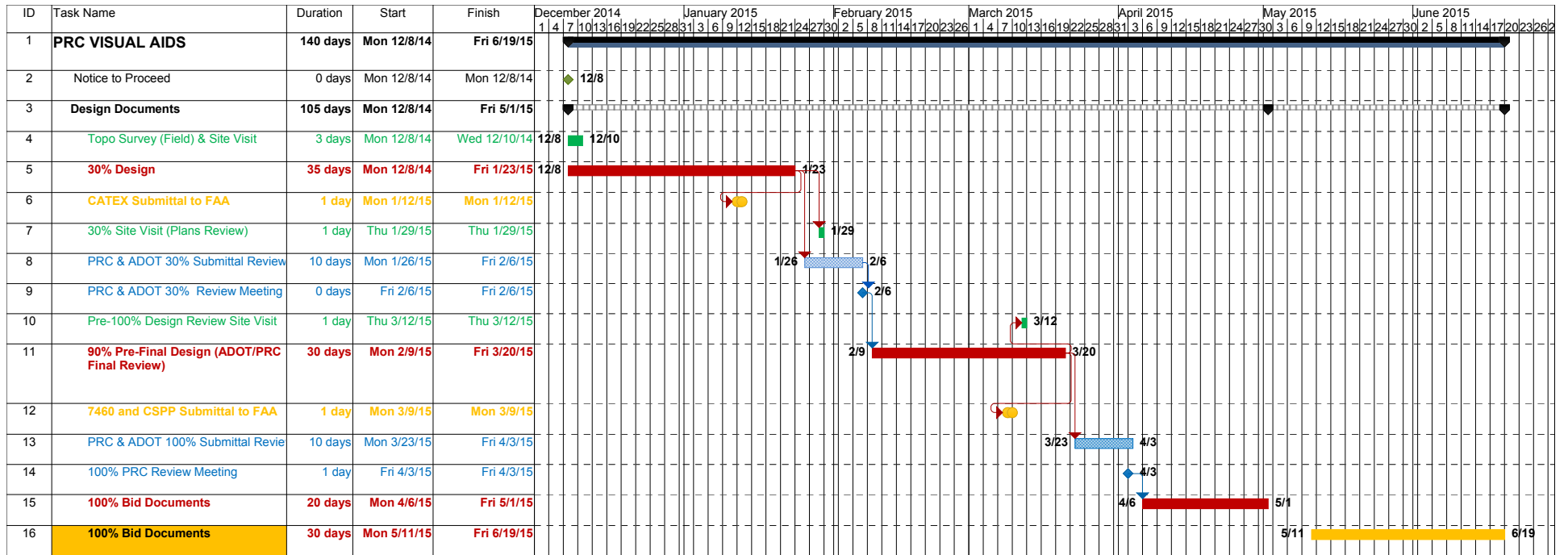


PRC NAVAIDS

Legend

 Location of NAVAIDS





Mon 10/20/14

PRC VISUAL AIDS (VISAIDS)

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the “State”) and the City of Prescott, a political subdivision of the State of Arizona (the “Sponsor”), for a grant of State funds for the purpose of aiding in financing a Project of ***Rwy 21L/3R and 12/30 PAPI, and Rwy 12/30 REIL Design.*** (the “Project”), for the improvement of the Ernest A. love Field (the “Airport”).

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on October 10, 2014 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor’s Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **December 10, 2014**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be Four percent and forty seven hundredths (10.0) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **\$ Sixty Seven Thousand Five Hundred (\$67,500)**.
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **December 10, 2018**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after February 1, 2014 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure Seven Thousand, Five Hundred dollars (\$ 7,500.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Capital Improvement Fund, City of Prescott
(Enter local funding type and location)

- 3) The Sponsor hereby designates John E. Cox, Airport Manager
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Airport Manager
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **86600787712**
Sponsor Vendor Address: **City of Prescott**
6546 Crystal Lane
Prescott, AZ 86301

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

SPONSOR:

City of Prescott
Ernest A. Love Field

By: _____

Title: Joseph S. Omer, Director

Date: _____

By: _____

Marlin D. Kuykendall
Title: Mayor

Date: 12/16/2014

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Dana R. DeLong
Print Name: City Clerk

Date: 12/16/2014

APPROVED AS TO FORM:

Signature: _____

John M. Paladini
City Attorney
12/16/2014

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse effect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an effect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
 - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

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

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Rwy 21L/3R and 12/30 PAPI, and Rwy 12/30 REIL Design.

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$ 64,192.00	\$ 6,419.20	\$ 0	\$ 57,772.80
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$ 3,750.00	\$ 375.00	\$ 0	\$ 3,375.00
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$ 7,058.00	\$ 705.80	\$ 0	\$ 9,352.20
Total Project Costs	\$ 75,000.00	\$ 7,500.00	\$ 0	\$ 67,500.00

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two

Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$ Sixty Seven Thousand Five hundred dollars

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2014	\$	\$	\$	\$	\$	\$
2015	\$ 0	\$ 10,710	\$ 21,430	\$ 10,715	\$ 10,715	\$ 10,710
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
2018	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2014	\$	\$	\$	\$	\$	\$
2015	\$ 10,710	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
2018	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	160	12/22/14		6/1/15	
Conduct 30% Design Review/Approval	15	2/16/15		2/27/15	
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	30	3/2/15		4/10/15	
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	10	4/13/15		4/27/15	
Issue Invitation for Bids		5/15/15		6/15/15	
Submit Bid Tab for State Review/Approval		7/31/15		8/15/15	
Award Construction Contract/Submit to the State					
Construction Phase					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Built & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Fire

AGENDA ITEM: Adoption of Resolution No. 4267-1476 authorizing the cooperative procurement of a replacement Regional Use Hazardous Material Response Vehicle with Central Yavapai Fire District

Approved By:		Date:
Director:	Light, Dennis	12/09/2014
City Manager:	McConnell, Craig	12/10/2014

Item Summary

The Fire Department is requesting approval of a cooperative procurement, with Central Yavapai Fire District (CYFD), to jointly determine specifications and complete a bid process for the purchase of a replacement Hazardous Material (HAZMAT) Response Vehicle for regional response.

Background

In conjunction with the Fleet Services Division, the Fire Department seeks to efficiently and timely replace aging vehicles, including specialized response apparatus necessary for particular incident types. Specialized responses, such as Hazardous Materials and Technical Rescue, require vehicles that often reach the end of their useful life at an unusually low mileage due to their infrequent use, and are requested for replacement on an "as-needed basis" rather than at specific mileage or age.

Vehicle No. 781, currently being used for HAZMAT Response, was initially manufactured in 1988 as a MAC Tool Truck, and remodeled in 1994 as a Hazardous Material Response Apparatus. This unit is well beyond its intended life span as an emergency vehicle. At the time of acquisition and remodeling in 1994, mileage was estimated at 185,000 miles, which has since risen to 270,000 miles. Current safety and mechanical concerns restrict operation of this vehicle to 45 mph or less.

The City, in cooperation with CYFD, is seeking Council approval to mutually develop specifications for the bidding, purchase, and deployment of a regionally acquired Hazardous Material Response Vehicle through a Cooperative Purchase Agreement. The

AGENDA ITEM: Adoption of Resolution No. 4267-1476 authorizing the cooperative procurement of a replacement Regional Use Hazardous Material Response Vehicle with Central Yavapai Fire District

CYFD Board authorized a cooperative purchasing process on October 21, 2014, and has budgeted for its 50% (\$300,000.00) share of the \$600,000.00 estimated vehicle cost. Per the Agreement, the City will be responsible for completing the purchase in accordance with state and city procurement rules.

The HAZMAT vehicle will be housed at Prescott Fire Department operating location for roughly half a year and the remainder of the year at CYFD operating location in Prescott Valley, and maintained and operated under the terms of the Intergovernmental Agreement (IGA) for a Joint Hazardous Materials Team, dated July 1, 2002, which governs regional response. It is anticipated that an updated IGA to better reflect current practices will be prepared during the joint procurement process and brought forward for Council and CYFD Board consideration prior to a final request for purchase authorization.

Financial Impact

Funding of \$300,000.00 for the City share of this replacement is available in the Capital Purchase account of the General Fund.

Attachments

1. Resolution No. 4267-1476
2. 2002 Intergovernmental Agreement for Joint Hazardous Materials Team
3. Pictures of current and proposed Regional Hazardous Material Response Vehicle

Recommended Action: MOVE to approve Resolution No. 4267-1476 authorizing the cooperative purchase of a Regional Use Hazardous Material Response Vehicle with Central Yavapai Fire District.
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RESOLUTION NO. 4267-1476

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO COOPERATIVELY PROCURE, WITH CENTRAL YAVAPAI FIRE DISTRICT, A REGIONAL USE HAZARDOUS MATERIAL RESPONSE VEHICLE, TO BE JOINTLY OWNED, OPERATED, AND MAINTAINED PER THE TERMS OF THE CURRENT, AND ANY FUTURE, INTERGOVERNMENTAL AGREEMENTS FOR THE JOINT HAZARDOUS MATERIALS TEAM, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, the City of Prescott ("City") and the Central Yavapai Fire District ("District") operate a Joint Hazardous Materials Team ("HAZMAT Team") per a 2002 Intergovernmental Agreement ("IGA" – Exhibit "A"); and

WHEREAS, the City and District wish to cooperate with each other in order to more effectively and economically provide joint hazardous materials responses, in their respective service areas, consistent with the terms and conditions set forth in the IGA; and

WHEREAS, the IGA requires that both parties shall share equally in the cost of purchasing the necessary equipment and vehicles for the HAZMAT Team, as determined jointly; and

WHEREAS, the Prescott Fire Department recommends approval of a Cooperative Purchasing Agreement between the City and the District, for the purpose of procuring a replacement Regional Use Hazardous Material Response Vehicle; and

WHEREAS, the Fiscal Year 2015 General Fund budget includes \$300,000.00 for the City's share of this joint capital purchase; and

WHEREAS, on October 21, 2014, the District Board approved pursuit of a cooperative purchase with the City of Prescott for procurement of this apparatus; and

WHEREAS, it is in the best interests of the health, safety and welfare of the City to cooperatively purchase, with the District, a Regional Use Hazardous Material Response Vehicle.

ENACTMENTS:

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

Section 1. THAT the City hereby agrees to cooperatively procure a Regional Use Hazardous Material Response Vehicle with the District to include determining specifications, completing a bid process, and bringing forth the joint purchase of said vehicle.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached IGA with the District and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 16th day of December, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

CENTRAL YAVAPAI FIRE DISTRICT
8555 E. YAVAPAI RD.
PRESCOTT VALLEY AZ
86314

Exhibite

FEE
\$3
\$4
\$5
\$1
\$48

3480910 BK 3944 PG 278
Yavapai County
Patsy Jenney-Colon, Recorder
07/24/2002 01:05P PAGE 1 OF 5
CENTRAL YAVAPAI FIRE DISTRICT
RECORDING FEE 3.00
SURCHARGE 0.00
POSTAGE 1.00

INTERGOVERNMENTAL AGREEMENT

JOINT HAZARDOUS MATERIALS TEAM

PREAMBLE

This Agreement, effective the 1st day of July, 2002, by and between the City of Prescott, a municipal corporation of the State of Arizona ("CITY") and the Central Yavapai Fire District, a political subdivision of the State of Arizona ("DISTRICT").

RECITALS

WHEREAS, the CITY and DISTRICT are empowered pursuant to A.R.S. §11-952 and A.R.S. §48-805 to enter into this Agreement for purposes of carrying out their mutual responsibilities; and

WHEREAS, the CITY and DISTRICT wish to cooperate with each other in order to more effectively and economically provide **joint hazardous material response team**, in their respective service areas consistent with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

COVENANTS

SECTION 1. - DUTIES

The parties agree to cooperate in conjunction with the establishment and manning of a Joint Hazardous Material Response Team ("HAZMAT Team"). In conjunction therewith, the parties agree as follows:

- a) CITY shall provide and maintain, in conjunction with consultation with DISTRICT, the necessary vehicles for the HAZMAT Team.
- b) Both parties shall share equally in the cost of purchasing the necessary equipment for the HAZMAT Team, as determined jointly, after consultation between the respective Chiefs. Each party shall be responsible for maintaining the equipment necessary for each individual employed by their respective departments

- c) Both parties shall be responsible for their proportionate share of training costs based on the number of personnel participating in the HAZMAT Team.
- d) Both parties shall be responsible for their respective personnel costs associated with their individual team incidents outside their joint jurisdictions boundaries.
- e) Both parties agree that there will be a minimum of one hazardous materials technician on duty at all times at the fire station in which the vehicle is located. In addition, each department will strive to maintain eight (8) hazardous material technicians trained and assigned to the Joint Hazardous Materials Team.
- f) The DISTRICT agrees to reimburse the CITY for 50% of the annual maintenance on the vehicle.
- g) Both parties agree that the location of the Haz-Mat Station will be at the CITY station located at the Ranch. The station location may be moved with the approval of both agencies.

SECTION 2. - GENERAL PROVISIONS

The Fire Chiefs from both departments may jointly promulgate operational procedures in the implementation of this Agreement, from time to time, so long as consistent with City Charter, internal policy and the law.

Each party shall be responsible for the safety and supervision of their own personnel while using each other's facilities or while engaging in training, fleet maintenance and other activities. Each party recognizes the inherent risks and dangerous nature of such activities and agrees to use the facilities at their own risk.

SECTION 3. - SEVERABILITY

If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

SECTION 4. - DURATION OF AGREEMENT

This Agreement shall become effective upon the effective adoption and execution of this agreement by both parties and the recordation of the same (the "Effective Date"), and shall automatically renew itself from year to year thereafter, until terminated.

SECTION 5. - LIABILITY INSURANCE

Each party shall maintain, during the life of this Agreement, a policy of liability insurance naming the other party as an additional insured party in the amount of \$1,000,000.00 per occurrence with aggregate liability coverage of \$2,000,000.00. In the alternative, a party may self-insure in accordance with the above referenced liability amounts.

SECTION 6. - TERMINATION

This Agreement will terminate automatically should the governing body of either party fail to allocate funds for its continued implementation. Should termination occur due to said non-allocation, the non-allocating party shall give ninety (90) days written notice to the other party prior to termination.

In addition, either party may terminate their participation in this Agreement, for any reason, effective Three Hundred Sixty-Five (365) days from the giving of written notice to the other party at the following addresses:

Central Yavapai Fire District
Attn: Fire Chief
8555 E. Yavapai Road
Prescott Valley, Arizona 86314

City of Prescott
Attn: City Manager
P.O. Box 2059
Prescott, Arizona 86302

Upon termination of this Agreement, all property not purchased jointly by the parties shall remain the property of the party who purchased same, and shall be forthwith returned to that party. Jointly acquired property will be sold unless distributed between the parties as mutually agreed.

Either party may cancel this Agreement pursuant to the requirements of A.R.S. §38-511.

SECTION 7. - INDEMNIFICATION

Each party hereby agrees to hold harmless from and indemnify the other party, or any of their departments, agencies, officers or employees for that portion of all costs, damages and liability incurred as a result of the negligent act or omission of an employee or agent of the indemnifying party, provided however, nothing herein shall be construed to prevent a claim for contribution or allocation of fault arising out of a third party claim.

This indemnification provision shall be several as a whole, and is contingent upon the same not acting to defeat either party's insurance coverage relating to either party's liability for the acts of its employees or agents.

Nothing herein shall be construed to waive any claim for contribution or allocation of fault as it relates to the negligent action or omission of the other party.

This Agreement shall not be construed as a third party beneficiary contract, and shall be intended to benefit only the parties named specifically herein.

SECTION 8. - WORKERS' COMPENSATION COVERAGE

All employees of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular intergovernmental agreement, shall be deemed to be an employee of the party who is his or her primary employer, as provided in A.R.S. § 23-1022(D), and the primary employer/party of such an employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

SECTION 9. - NON-DISCRIMINATION

The parties, with regard to this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

SECTION 10. - MISCELLANEOUS

This Agreement supersedes all previous Intergovernmental Agreements between the CITY and DISTRICT relating to Joint Hazardous Materials Team.

SECTION 11. - BINDING EFFECT

This Agreement shall be binding upon the parties and any successor in interest. No provision herein is intended to create a third beneficiary interest in any person or entity, including but not limited to the respective employees or agents by either party.

SECTION 12. - WAIVER OF JURY TRIAL

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of

litigation, the parties agree to submit to a trial before the Court.

SECTION 13. - WAIVER OF ATTORNEYS' FEES

The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to A.R.S. §12-341.01(A) and (E), or pursuant to any other state or federal statute.

IN WITNESS WHEREOF, the parties enter into this agreement on the date set forth below.

APPROVALS

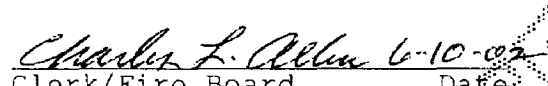
CENTRAL YAVAPAI FIRE DISTRICT

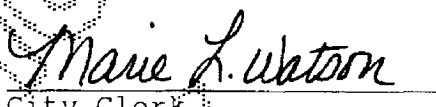
CITY OF PRESCOTT

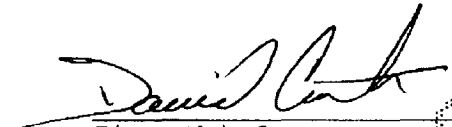
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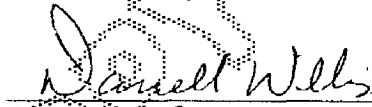

Chairman/Fire Board Date


Mayor Date


Clerk/Fire Board Date

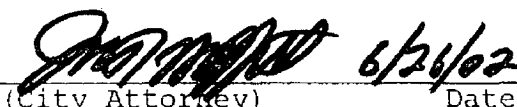

City Clerk Date


Fire Chief Date


Fire Chief Date

The foregoing agreement has been reviewed by undersigned counsel, who have determined that the agreement is in proper form and within the powers and authority granted under the laws of this state.

By: 
(Fire District Attorney) Date

By: 
(City Attorney) Date



MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Community Development

AGENDA ITEM: Approval of Special Use Permit SUP14-002 for the installation of a cell tower at 1115 Iron Springs Road [Site Zoning: Business Regional (BR); Property Owner: 1117 Iron Springs Road, LLC; APN 115-09-036A]

Approved By:

Date:

Director:	Guice, Tom	12/02/2014
City Manager:	McConnell, Craig	12/08/2014

Item Summary

This Special Use Permit (SUP) application is for the installation of a cell tower at 1115 Iron Springs Road. Section 2.4.49 of the Land Development Code (LDC) establishes the SUP process for all cellular communications towers, except those owned and operated by a governmental entity. The location, on the grounds of Savoini's Western Wear, is zoned BR, which allows telecommunications facilities with an approved SUP.

Background

Verizon Wireless is seeking to install a cell tower to improve their service coverage in west-central Prescott. The proposed location is in a predominantly commercial area with industrial zoning to the west. The proposed site is at the southeast end of the property and behind the building as seen from Iron Springs Road. The tower is proposed to be a 65-foot monopole. The pole will have three antenna arrays near the top with space below available for other carriers to co-locate as needed. The pole and antenna array will be painted a flat gray color to help it blend with surrounding structures and topography.

Site Design

The site will have access from Iron Springs Road via a 12-foot wide access easement along the existing driveway along the southeast property line. The proposed installation will include the 65-foot monopole and a 30-foot by 40-foot fenced compound containing a prefabricated equipment building.

The pole is 120 feet from the front/Iron Springs Road property line, 21 feet from the southwest property line and 27 feet from the southeast property line. The typical setback

Agenda Item: Approval of Special Use Permit SUP14-002 for the installation of a cell tower at 1115 Iron Springs Road [Site Zoning: Business Regional (BR); Property Owner: 1117 Iron Springs Road, LLC; APN 115-09-036A]

distances required for cell towers are equal to the tower height. In this case, the distances to the southeast and southwest property lines are less than the required setbacks. Council may approve reduced setbacks if the goals of the Land Development Code, Section 2.4.49 / Telecommunications Facilities would be better served.

Land Development Code Criteria

The purpose of the city's regulation of telecommunications facilities is listed in **Section 2.4.49.A.**

A. Purpose

These regulations are intended to provide for the development of wireless communication services to the community while:

1. Protecting residential areas and land uses from potential adverse impacts of towers and antennas;
2. Encouraging the location of wireless facilities in nonresidential areas;
3. Minimizing the total number of wireless communication sites throughout the community;
4. Encouraging the joint use of new and existing tower sites as a primary option rather than the construction of single-use towers;
5. Encouraging the users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact upon the community is minimal;
6. Encouraging users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design and siting, landscape screening, and innovative camouflaging techniques;
7. Enhancing the ability of the service providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently;
8. Considering the public health and safety associated with wireless communication facilities; and
9. Minimizing potential damage to adjacent properties from tower failure through proper

engineering and careful siting of tower structures. In the furtherance of these goals the City shall give due consideration to the General Plan, the Zoning Code, and the Wireless

Communication Plan for Central Yavapai County.

Section 2.4.49.J provides weighted review criteria to be considered by Council in the review of a request for a SUP. Staff comments on the merits of the application as applicable to each of the following criterion are indicated by underlined italics.

J. Performance Criteria

The following characteristics are deemed consistent with the purposes of this section and will be afforded favorable weight in considering the application:

Agenda Item: Approval of Special Use Permit SUP14-002 for the installation of a cell tower at 1115 Iron Springs Road [Site Zoning: Business Regional (BR); Property Owner: 1117 Iron Springs Road, LLC; APN 115-09-036A]

1. Existing structures will be preferred over new structures; Verizon Wireless provided a search area explanation identifying existing nearby facilities and other sites that provide coverage of the targeted area. The area is serviced by existing cellular sites, but does not provide adequate data capacity. The proposed new monopole will serve a few small areas not currently served, but its main benefit will be to provide the additional data capacity needed in the area.
2. New structures which appear to be structures commonly found within that zone are preferred over apparent wireless structures; There are no structures of any appreciable height in the immediate vicinity that can be emulated for stealth installations. A standard monopole painted a flat gray is proposed for this site.
3. Wireless communication facilities, which cannot be readily observed from adjacent streets, are preferred; The site is located behind an existing building. The lower half of the monopole will be obscured from street level view, however the upper half will be visible to all surrounding properties.
4. Heights that do not exceed height limitations for the underlying zoning district. Heights in excess of permitted heights in the zone may be approved by Special Use Permit pursuant to Sec. 9.9; The proposed monopole is 65 feet tall. The district limit is 50 feet (up to 100 feet via a SUP). Council has the authority to approve heights in excess of the district maximum per LDC Section 2.4.49L.3, 2.7.3.E.3.d. and 4.8.4.A.
5. Collocation of multiple uses on a single wireless communication facility will have significant favorable weight in evaluating the application; The applicant has agreed to provide space for future collocation of other provider's antennas.
6. Network development plans which achieve the fewest number of wireless communication facilities of all users reasonably necessary for commercial coverage; In this case, the applicant has provided information to support the need for the additional site for data capacity rather than service coverage.
7. Location in the least restrictive zone; There is a Light Industrial zoning district approximately 400 feet southwest of the proposed location. It is possible that a site could be found in that district, however, that location is closer to a residential neighborhood than the proposed site.
8. Suitability of the location for collocation of governmental public service wireless communication facilities. The location could be suitable for collocation of governmental communications facilities should the need arise

Special Use Permit Required

In addition to the specific criteria for Telecommunications facilities, the use requires approval by the City Council through a Special Use Permit. LDC Section 9.9 sets out the application and review procedures for a SUP. Section 9.9.5 provides a list of criteria for Council to consider in review of a SUP.

9.9.5 / Special Use Review Criteria

The City Council may approve an application for a special use where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the public. The City Council shall consider the following criteria in its review:

A. Effect on Environment

The location, size, design, and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property.

B. Compatible with Surrounding Area

The proposed site plan, circulation plan, and schematic architectural designs shall be harmonious with the character of the surrounding area with respect to scale, height, landscaping and screening, lot coverage, and density.

C. External Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

D. Infrastructure Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

E. Consistent with General Plan and Code

The proposed use will be consistent with the purposes of this LDC, the General Plan, Area Plans, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses permitted outright in the zone in which it is located.

F. Parcel Size

The proposed use may be required to have additional land area, in excess of the minimum lot area otherwise required by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses

Agenda Item: Approval of Special Use Permit SUP14-002 for the installation of a cell tower at 1115 Iron Springs Road [Site Zoning: Business Regional (BR); Property Owner: 1117 Iron Springs Road, LLC; APN 115-09-036A]

and the zoning district.

G. Site Plan

The proposed use shall comply with the procedures and requirements of Sec. 9.8, Site Plan Review.

Planning and Zoning Commission Action

At the Planning and Zoning Commission meeting of August 14, 2014 the Commission voted 6-0 to recommend approval of this request.

Modification of Standard Requirements

The SUP process and the provisions of the LDC allow Council approval of tower heights in excess of the district limitation. In this instance, the BR district has a height limit of 40 feet. The requested 65-foot monopole would require specific Council approval of the height as a part of the overall SUP approval. This proposal also does not meet the typical setback for a tower, which is equal to its height. LDC Section 2.4.49.L.2 authorizes the Council to reduce the setback requirement if the intent of the Section would be better served by doing so.

Federal Telecommunications Act - Limitations on Local Government Control

Although Section 704 of the Federal Telecommunications Act of 1996 47 USC 332(c)(7) does not completely preempt the authority of local governments to make land use decisions regarding the placement of wireless communications facilities, the Act does provide substantial protections for a telecommunications facility applicant. The LDC was written with an understanding of these limitations. Applying the provisions of the LDC, as written, will not conflict with the following limitations.

There are five separate limitations on local government's decision-making in the placement of a telecommunications facility (i.e. a cell tower).

1. The City may not discriminate among providers of functionally equivalent services.
2. The City decision cannot prohibit or have the effect of prohibiting the providing of personal wireless services. The City's decision must be based on objective criteria set out in Prescott Land Development Code Section 2.4.49.
3. The City must act on a cell tower application within a reasonable period of time after the request is filed. The "reasonable period of time" requirement is satisfied if the period for review of the application is the usual period under the applicable ordinance or statutory scheme.
4. The City may not regulate the placement, construction, or modification of telecom

Agenda Item: Approval of Special Use Permit SUP14-002 for the installation of a cell tower at 1115 Iron Springs Road [Site Zoning: Business Regional (BR); Property Owner: 1117 Iron Springs Road, LLC; APN 115-09-036A]

facilities on the basis of environmental effects of radio frequency emissions to the extent that such emissions comply with FCC regulations. The purpose of the requirement is to prevent telecommunications siting decisions from being based upon unscientific or irrational fears that emissions from telecommunications sites may cause undesirable health effects.

5. A City decision to deny a cell tower application must be in writing and supported by substantial evidence contained in a written record (i.e. relevant evidence as a reasonable mind might accept as adequate to support a conclusion). A court will overturn the denial of an application under the substantial evidence test if it cannot conscientiously find that the evidence supporting that decision is substantial, when viewed in the light that the record in its entirety furnishes, including the body of evidence opposed to the denial.

Neighborhood Opposition

No correspondence opposing this request has been received.

Financial Impact

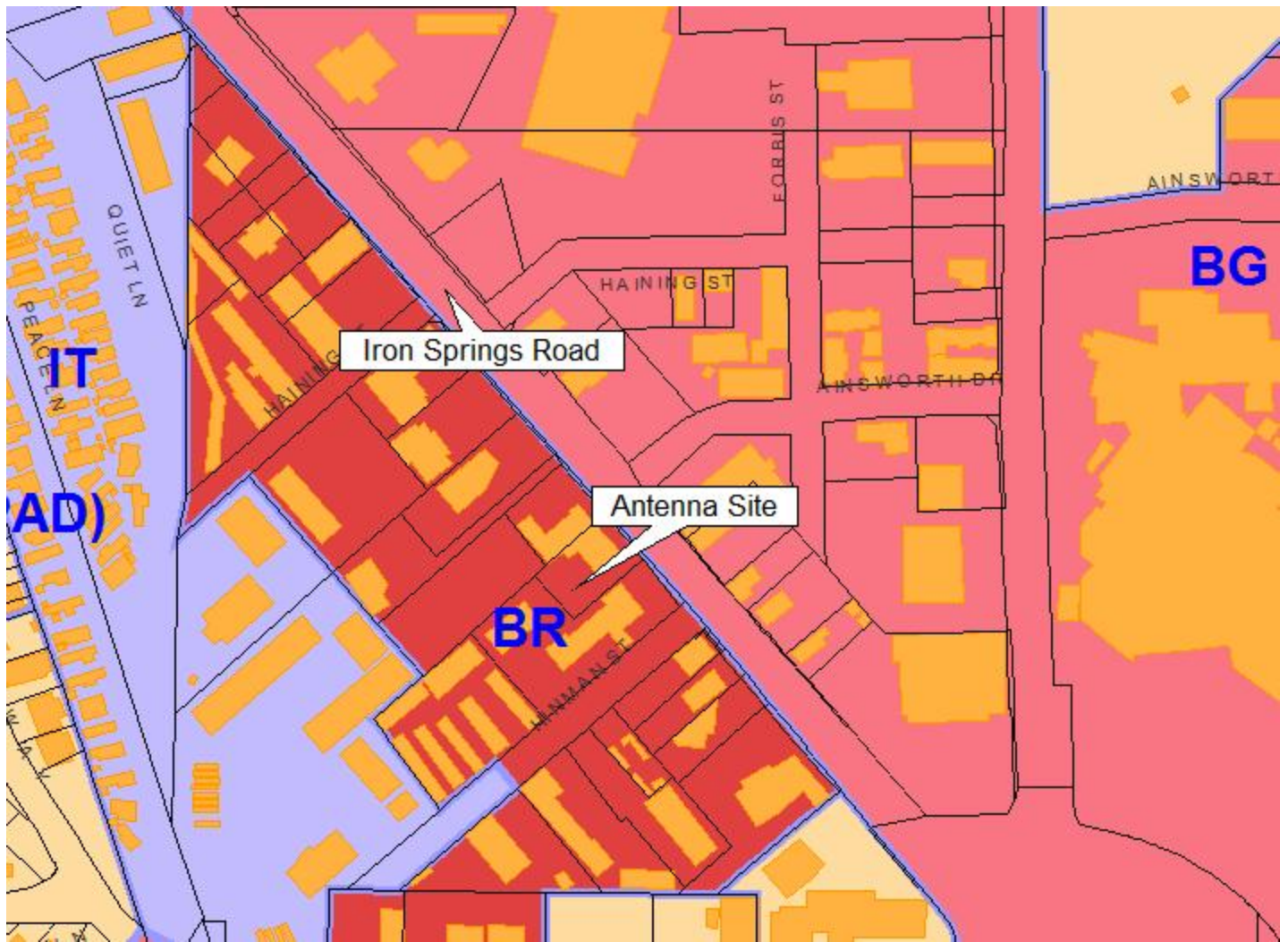
None. The City derives no direct revenue from cellular communications facilities located on privately owned land.

Attachments

1. Vicinity and Zoning Map
2. Aerial vicinity map
3. Site plan and standard elevation rendering

Recommended Action: MOVE to approve SUP14-002 for a cellular monopole antenna at 1115 Iron Springs Road, with the following conditions:

1. The maximum height shall not exceed 65 feet
2. The minimum required setbacks are reduced to 21 feet from the southwest property line and 27 feet from the southeast property line
3. The tower, antenna array and other attachments shall be painted flat gray.





INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
APPROVAVE SIGNATURE	DATE



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PHONE: (480) 204-1412 FAX: (480) 330-8233

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PROJECT NUMBER	13294	DRAWN BY	BK	CHECKED BY	
REVISIONS		DATE		ISSUE TO CLIENT	
1	08.13.13			ISSUE FOR SUBMITTAL	
2	10.17.13				

SITE NAME

AZ2 PONDEROSA

SITE ADDRESS
1117 IRON SPRINGS RD.
PRESCOTT, AZ 86305

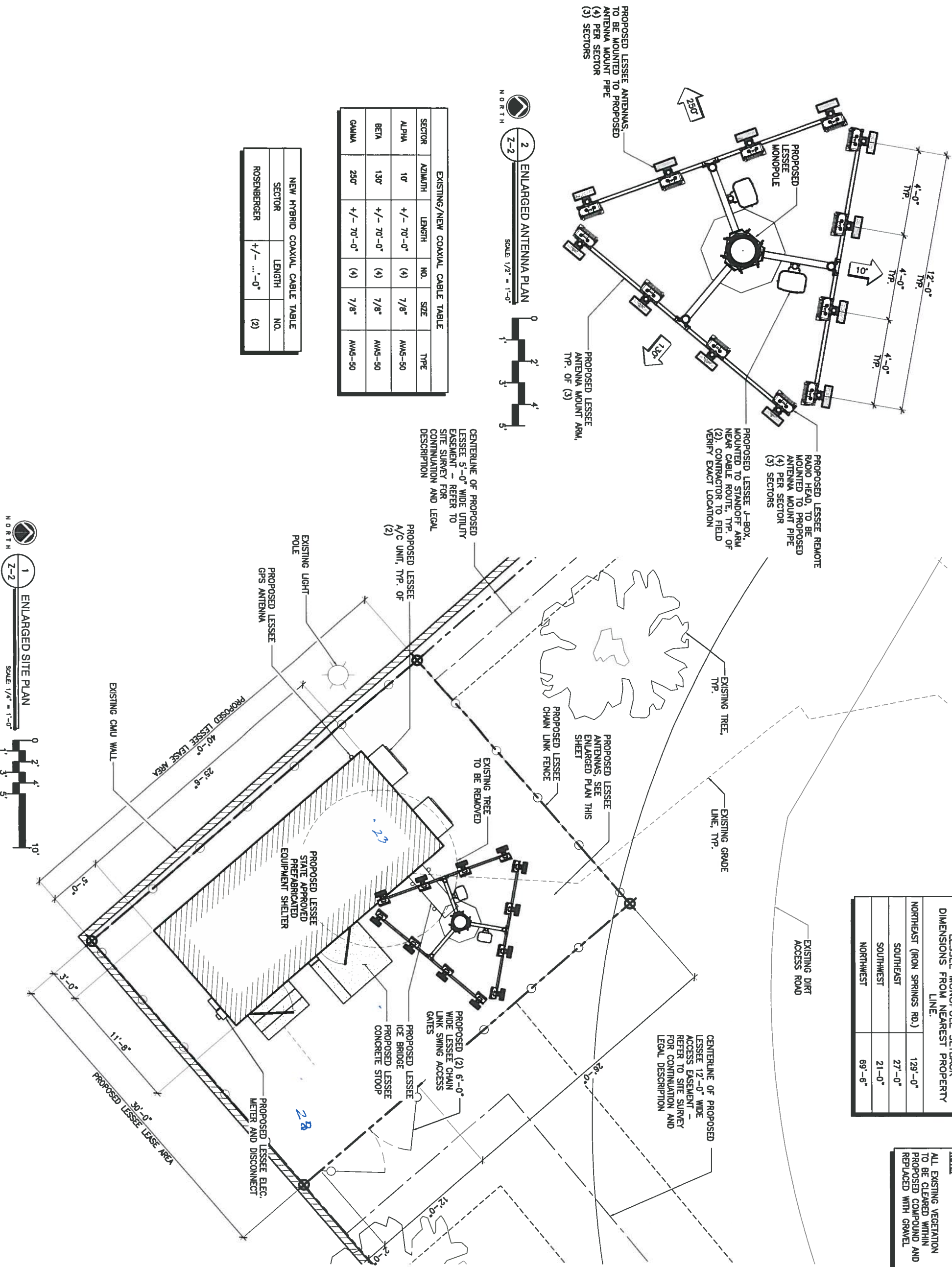
SHEET TITLE
ENLARGED SITE
PLAN & ANTENNA
PLAN

SHEET NUMBER

Z-2

NOTE:
ALL EXISTING VEGETATION
TO BE CLEARED WITHIN
PROPOSED COMPOUND AND
REPLACED WITH GRAVEL

LESSEE MONOPOLE SETBACK DIMENSIONS FROM NEAREST PROPERTY LINE.	
NORTHEAST (IRON SPRINGS RD.)	129'-0"
SOUTHEAST	27'-0"
SOUTHWEST	21'-0"
NORTHWEST	69'-6"



INTERNAL REVIEW		
CONSTRUCTION SIGNATURE	DATE	
RF SIGNATURE	DATE	
REAL ESTATE SIGNATURE	DATE	
MICROWAVE SIGNATURE	DATE	



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PROJECT NUMBER	DRAWN BY	CHKD BY
13284	RO	BK
REVISIONS		
	08.13.13	ISSUE TO CLIENT
	10.17.13	ISSUE FOR SUBMITTAL

SITE NAME

AZ2 PONDEROSA

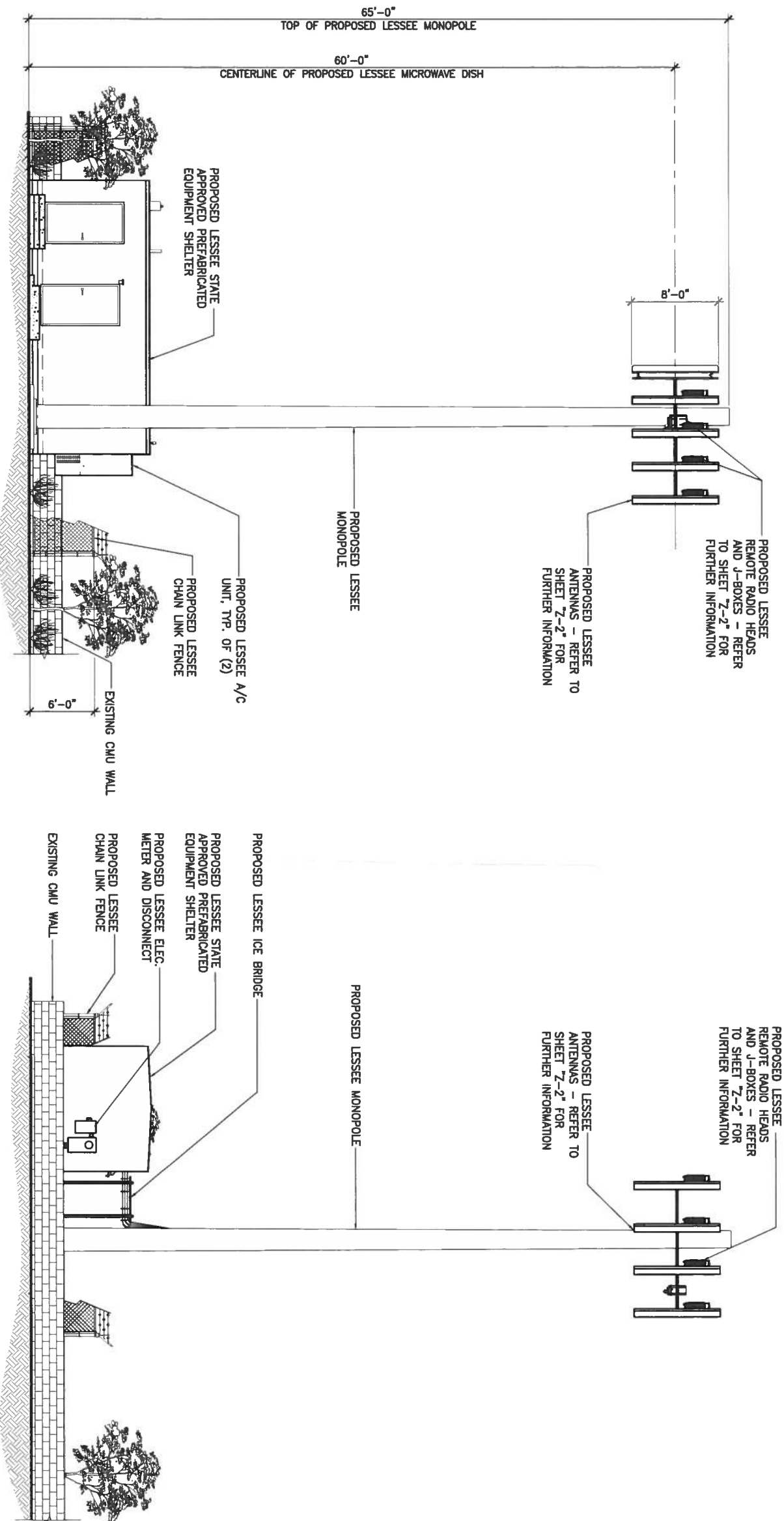
SITE ADDRESS
11117 IRON SPRINGS RD.
PRESCOTT, AZ 86305

SHEET TITLE

PROJECT
ELEVATIONS

SHEET NUMBER

Z-3



2 NORTHEAST ELEVATION
SCALE: 3/16" = 1'-0"

1 SOUTHEAST ELEVATION
SCALE: 3/16" = 1'-0"

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Community Development

AGENDA ITEM: Approval of Special Use Permit SUP14-003 for the installation of a cell tower at 1801 Williamson Valley Road [Site Zoning: Multifamily Medium (MF-M); Property Owner: Prescott Unified School District; APN 116-04-002E]

Approved By:

Date:

Director:	Guice, Tom	12/02/2014
City Manager:	McConnell, Craig	12/08/2014

Item Summary

This Special Use Permit (SUP) application is for the installation of a cell Tower at 1801 Williamson Valley Road. Section 2.4.49 of the Land Development Code (LDC) establishes the SUP process for all cellular communications towers, except those owned and operated by a governmental entity. The location, on the grounds of Granite Mountain Middle School, is zoned MF-M, which allows telecommunications facilities with an approved SUP.

Background

Verizon Wireless is seeking to install a cell tower to improve their service coverage in west-central Prescott. The tower will also reduce the data demand on the existing Verizon site identified as “AZ2 Prescott North” in their report. The proposed location is in a predominantly residential area with single-family zoning to the east and a county residential neighborhood to the west. The proposed site is at the north end of the large school parcel, northeast of the existing football field. The tower is proposed to be a stealth monopole disguised as a pine tree. Although none of the numerous live pine trees in the vicinity are as tall as the proposed antenna, the surrounding topography has elevation changes that will make the design blend in somewhat with the live trees as seen from the nearby residential areas.

Site Design

The site will have access from Williamson Valley Road via a proposed 12-foot wide access easement along the existing driveway/roadway into the school campus. The proposed installation will include a 70-foot monopole disguised within a 75-foot artificial

Agenda Item: Approval of Special Use Permit SUP14-003 for the installation of a cell tower at 1801 Williamson Valley Road [Site Zoning: Multifamily Medium (MF-M); Property Owner: Prescott Unified School District; APN 116-04-002E]

pine tree and a 30-foot by 50-foot fenced compound containing a prefabricated equipment building.

The tower design is a typical monopole with three antenna arrays at the top. The monopole design will allow future co-location of additional antennas on the pole below the Verizon antennas, if Verizon chooses to lease space to other cell service providers. The pine tree camouflage will extend higher and wider than the pole and antenna array. The pole is approximately 130 feet from the north property line, approximately 550 feet from the east property line and approximately 340 feet from the west property line. The typical setbacks for towers are equal to the tower height. In this case, the distances to property lines exceed the required setbacks.

Land Development Code Criteria

The purpose of the city's regulation of telecommunications facilities is listed in **Section 2.4.49.A**.

A. Purpose

These regulations are intended to provide for the development of wireless communication services to the community while:

1. Protecting residential areas and land uses from potential adverse impacts of towers and antennas;
 2. Encouraging the location of wireless facilities in nonresidential areas;
 3. Minimizing the total number of wireless communication sites throughout the community;
 4. Encouraging the joint use of new and existing tower sites as a primary option rather than the construction of single-use towers;
 5. Encouraging the users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact upon the community is minimal;
 6. Encouraging users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design and siting, landscape screening, and innovative camouflaging techniques;
 7. Enhancing the ability of the service providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently;
 8. Considering the public health and safety associated with wireless communication facilities; and
 9. Minimizing potential damage to adjacent properties from tower failure through proper engineering and careful siting of tower structures.
- In the furtherance of these goals the City shall give due consideration to the General Plan, the Zoning Code, and the Wireless Communication Plan for Central Yavapai County.

Section 2.4.49.J provides weighted review criteria to be considered by Council in the

review of a request for a SUP. Staff comments on the merits of the application as applicable to each of the following criterion are indicated by underlined italics.

J. Performance Criteria

The following characteristics are deemed consistent with the purposes of this section and will be afforded favorable weight in considering the application:

1. Existing structures will be preferred over new structures; Verizon Wireless provided a search area explanation identifying existing nearby facilities and other sites that could provide coverage of the targeted area. Verizon identified no existing facilities in the vicinity capable of supporting collocated antennas that would provide service to the target areas.
2. New structures which appear to be structures commonly found within that zone are preferred over apparent wireless structures; Verizon Wireless has offered the installation to be a stealth disguised pine tree. This is an appropriate location for a stealth installation because of the existing large natural pine trees in the vicinity.
3. Wireless communication facilities, which cannot be readily observed from adjacent streets, are preferred; The site is some distance away from Williamson Valley Road and all nearby private properties. This installation will not likely be visible from the adjacent street.
4. Heights that do not exceed height limitations for the underlying zoning district. Heights in excess of permitted heights in the zone may be approved by Special Use Permit pursuant to Sec. 9.9; To achieve the service coverage desired, the applicant has provided documentation that a structure in excess of the 35 foot maximum building height of the Multifamily district is necessary. Council has the authority to approve heights in excess of the district maximum per LDC Section 2.4.49L.3 and 2.7.3.E.3.d.
5. Collocation of multiple uses on a single wireless communication facility will have significant favorable weight in evaluating the application; The applicant has agreed to construct the structure to accommodate future collocation of other provider's antennas.
6. Network development plans which achieve the fewest number of wireless communication facilities of all users reasonably necessary for commercial coverage; The applicant has provided information to support the need for Verizon Wireless coverage within the specific target area. The demonstrated need is specific to Verizon Wireless, however, with the ability to collocate additional antennas on this structure, it will reduce or eliminate the need for other antenna installations.

Agenda Item: Approval of Special Use Permit SUP14-003 for the installation of a cell tower at 1801 Williamson Valley Road [Site Zoning: Multifamily Medium (MF-M); Property Owner: Prescott Unified School District; APN 116-04-002E]

7. Location in the least restrictive zone; *The Multifamily Medium zoning district is the least restrictive zoning district within the subject geographic area.*
8. Suitability of the location for collocation of governmental public service wireless communication facilities. *The location could be suitable for collocation of governmental communications facilities should the need arise.*

Special Use Permit Required

In addition to the specific criteria for Telecommunications facilities, the use requires approval by the City Council through a Special Use Permit. LDC Section 9.9 sets out the application and review procedures for a SUP. Section 9.9.5 provides a list of criteria for Council to consider in review of a SUP.

9.9.5 / Special Use Review Criteria

The City Council may approve an application for a special use where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the public. The City Council shall consider the following criteria in its review:

A. Effect on Environment

The location, size, design, and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property.

B. Compatible with Surrounding Area

The proposed site plan, circulation plan, and schematic architectural designs shall be harmonious with the character of the surrounding area with respect to scale, height, landscaping and screening, lot coverage, and density.

C. External Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

D. Infrastructure Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

E. Consistent with General Plan and Code

The proposed use will be consistent with the purposes of this LDC, the General Plan, Area Plans, and any other statutes, ordinances or policies that

Agenda Item: Approval of Special Use Permit SUP14-003 for the installation of a cell tower at 1801 Williamson Valley Road [Site Zoning: Multifamily Medium (MF-M); Property Owner: Prescott Unified School District; APN 116-04-002E]

may be applicable, and will support rather than interfere with the uses permitted outright in the zone in which it is located.

F. Parcel Size

The proposed use may be required to have additional land area, in excess of the minimum lot area otherwise required by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.

G. Site Plan

The proposed use shall comply with the procedures and requirements of Sec. 9.8, Site Plan Review.

Modification of Standard Requirements

The SUP process allows for Council approval of tower heights in excess of the district allowance. In this instance, the MF-M district has a height limit of 35 feet. The requested 70 foot monopole requires specific Council approval as a part of the SUP approval.

Planning and Zoning Commission Action

At the Planning and Zoning Commission meeting of August 14, 2014 the Commission voted 6-0 to recommend approval of this request.

Federal Telecommunications Act - Limitations on Local Government Control

Although Section 704 of the Federal Telecommunications Act of 1996 47 USC 332(c)(7) does not completely preempt the authority of local governments to make land use decisions regarding the placement of wireless communications facilities, the Act does provide substantial protections for a telecommunications facility applicant. The LDC was written with an understanding of these limitations. Applying the provisions of the LDC, as written, will not conflict with the following limitations.

There are five separate limitations on local government's decision-making in the placement of a telecommunications facility (i.e. a cell tower).

1. The City may not discriminate among providers of functionally equivalent services.
2. The City decision cannot prohibit or have the effect of prohibiting the providing of personal wireless services. The City's decision must be based on objective criteria set out in Prescott Land Development Code Section 2.4.49.
3. The City must act on a cell tower application within a reasonable period of time after the request is filed. The "reasonable period of time" requirement is satisfied if the period for review of the application is the usual period under the applicable ordinance or statutory scheme.

Agenda Item: Approval of Special Use Permit SUP14-003 for the installation of a cell tower at 1801 Williamson Valley Road [Site Zoning: Multifamily Medium (MF-M); Property Owner: Prescott Unified School District; APN 116-04-002E]

4. The City may not regulate the placement, construction, or modification of telecom facilities on the basis of environmental effects of radio frequency emissions to the extent that such emissions comply with FCC regulations. The purpose of the requirement is to prevent telecommunications siting decisions from being based upon unscientific or irrational fears that emissions from telecommunications sites may cause undesirable health effects.
5. A City decision to deny a cell tower application must be in writing and supported by substantial evidence contained in a written record (i.e. relevant evidence as a reasonable mind might accept as adequate to support a conclusion). A court will overturn the denial of an application under the substantial evidence test if it cannot conscientiously find that the evidence supporting that decision is substantial, when viewed in the light that the record in its entirety furnishes, including the body of evidence opposed to the denial.

Neighborhood Opposition

No opposition comments or correspondence has been received.

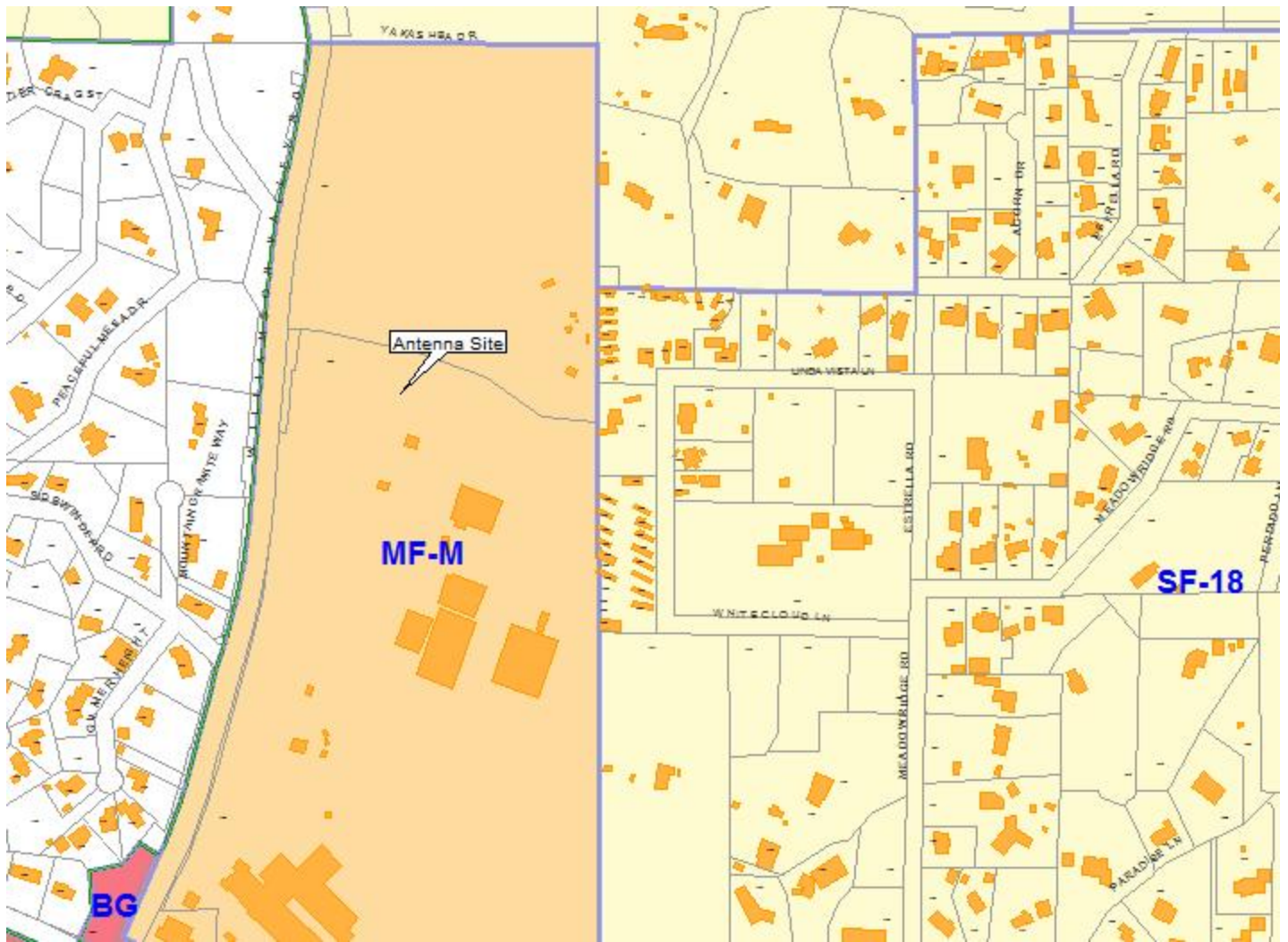
Financial Impact

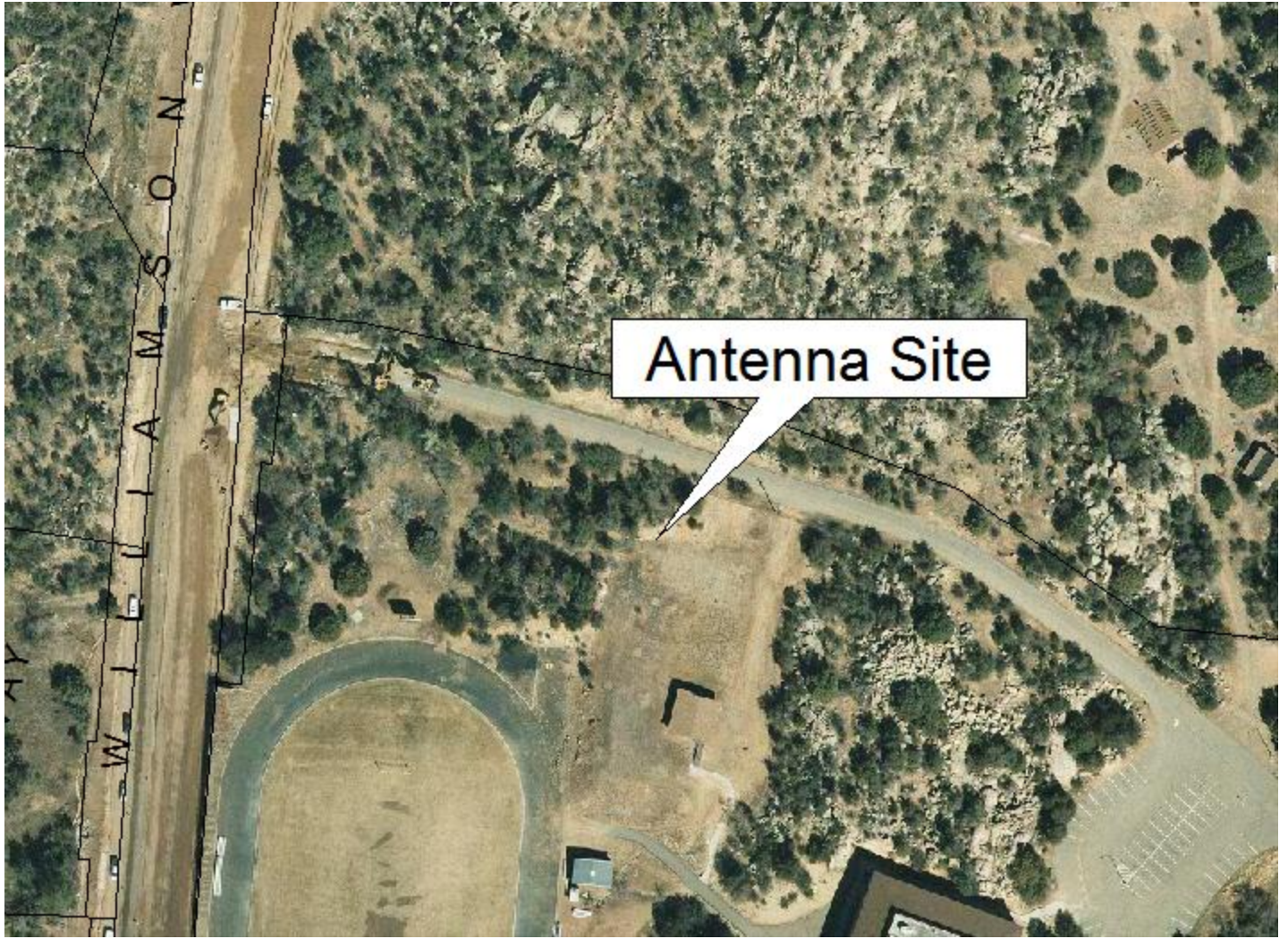
None. The City derives no direct revenue from cellular communications facilities located on privately owned land.

Attachments

1. Vicinity and Zoning Map
2. Aerial vicinity map
3. Site plan

Recommended Action: **MOVE** to approve SUP14-003 for a cellular monopole antenna at 1801 Williamson Valley Road, with a maximum height of 75 feet to the top of the artificial pine tree.







120 W. GEMINI DR., TEMPE, AZ 85283

ANTENNA NUMBER	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
INCHWAIR SIGNATURE	DATE



4835 E. INDOGO ST., #104 MESA, AZ 85205
PHONE: (480) 833-5343 FAX: (480) 833-5353

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PROJECT NUMBER	14870
DRAWN BY	CHNO BY
RD	BK

REVISION	
02.24.14	ISSUE TO CLIENT
02.28.14	ISSUE TO CLIENT

SITE NAME

AZ22 JUDD

SITE ADDRESS
1401 WILLIAMSON VALLEY RD
PRESCOTT, AZ 86305

SHEET TITLE

ENLARGED SITE
PLAN & ANTENNA
PLAN

SHEET NUMBER

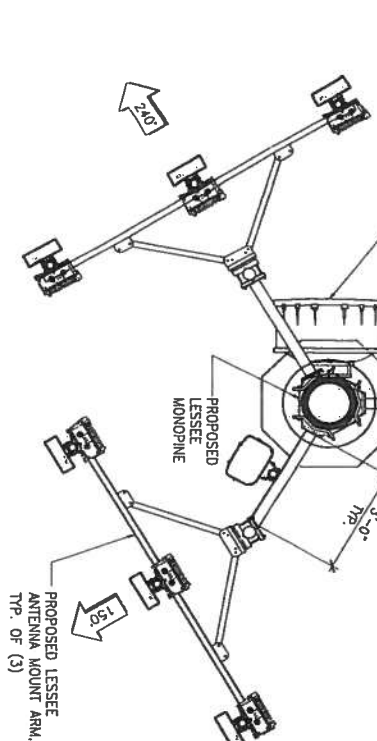
Z-2

NOTE:
PROPOSED LESSEE MONOPINE BRANCHES OMITTED FOR CLARITY

PROPOSED LESSEE ANTENNAS, TO BE MOUNTED TO PROPOSED ANTENNA MOUNT PIPE (3) PER SECTOR (3) SECTORS

PROPOSED LESSEE TOWER MOUNTED AMPLIFIER/REMOTE RADIO HEAD, TO BE MOUNTED TO PROPOSED ANTENNA MOUNT PIPE (3) PER SECTOR (3) SECTORS

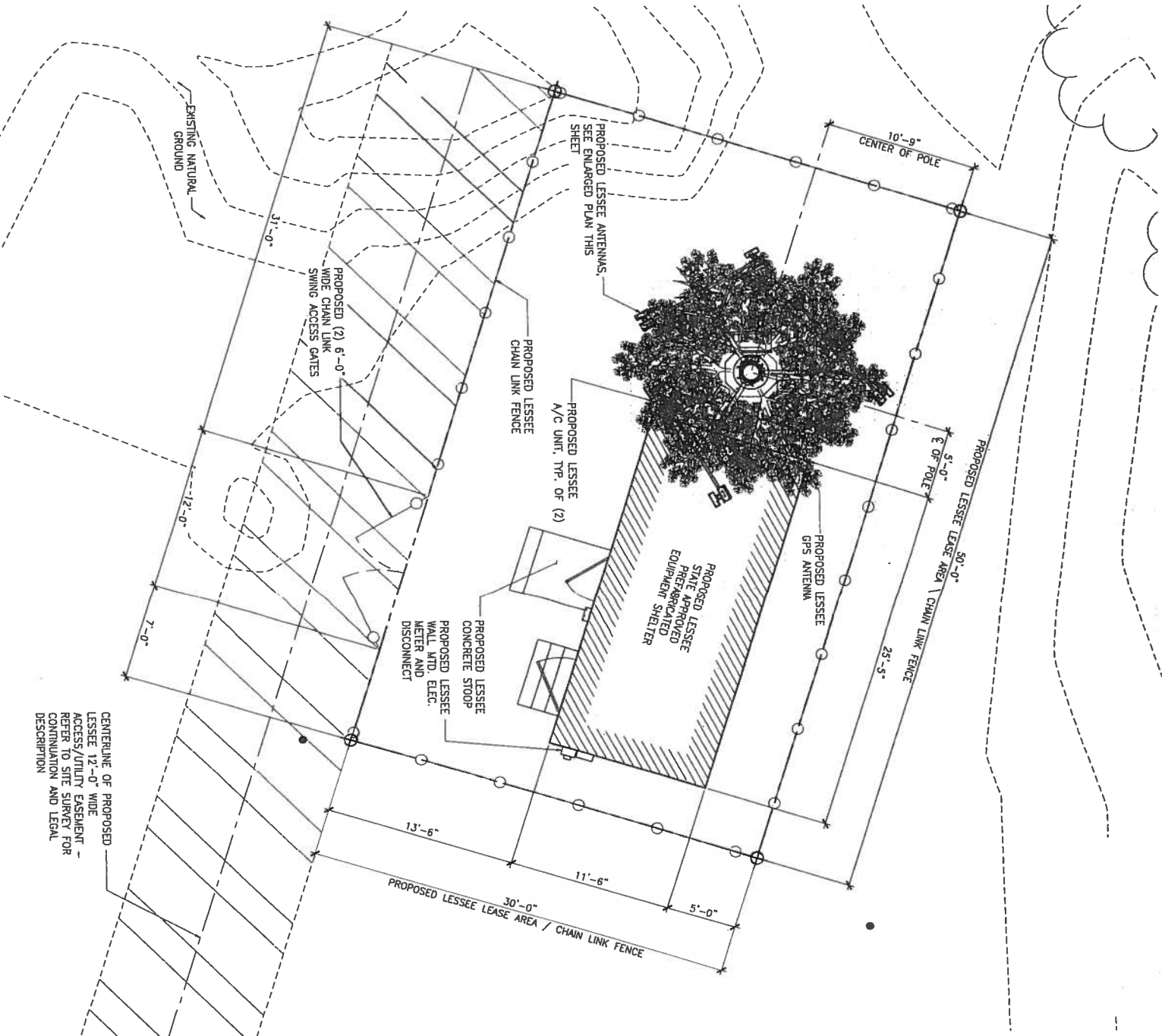
PROPOSED LESSEE J-BOX, MOUNTED TO STANDOFF ARM NEAR CABLE ROUTE. TYP. OF VERIFY EXACT LOCATION



2 ENLARGED ANTENNA PLAN
SCALE: 1/2" = 1'-0"

SECTOR	AZIMUTH	LENGTH	NO.	SIZE	TYPE
ALPHA	150°	+/- 55'-0"	(4)	7/8"	AMS-50
BETA	240°	+/- 55'-0"	(4)	7/8"	AMS-50
GAMMA	330°	+/- 55'-0"	(4)	7/8"	AMS-50

NEW HYBRID COAXIAL CABLE TABLE			
SECTOR	LENGTH	NO.	
ROSENBERGER	+/- 70'-0"	(2)	

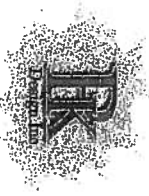


1 ENLARGED SITE PLAN
SCALE: 1/4" = 1'-0"

verizonwireless

1281 W. GLENDALE DR., TEMPE, AZ 85283

INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
MICROWAVE SIGNATURE	DATE



AKAS ENGINEERING, 4414 N. 19TH AVE., SUITE 100, PHOENIX, ARIZONA 85018-1004 FAX: (602) 955-5553

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PROJECT NUMBER	OWN BY	CHD BY
14070	NO	BR

REVISIONS	
02.24.14	ISSUE TO CLIENT
02.28.14	ISSUE TO CLIENT

SITE NAME

AZ2 JUDD

SITE ADDRESS

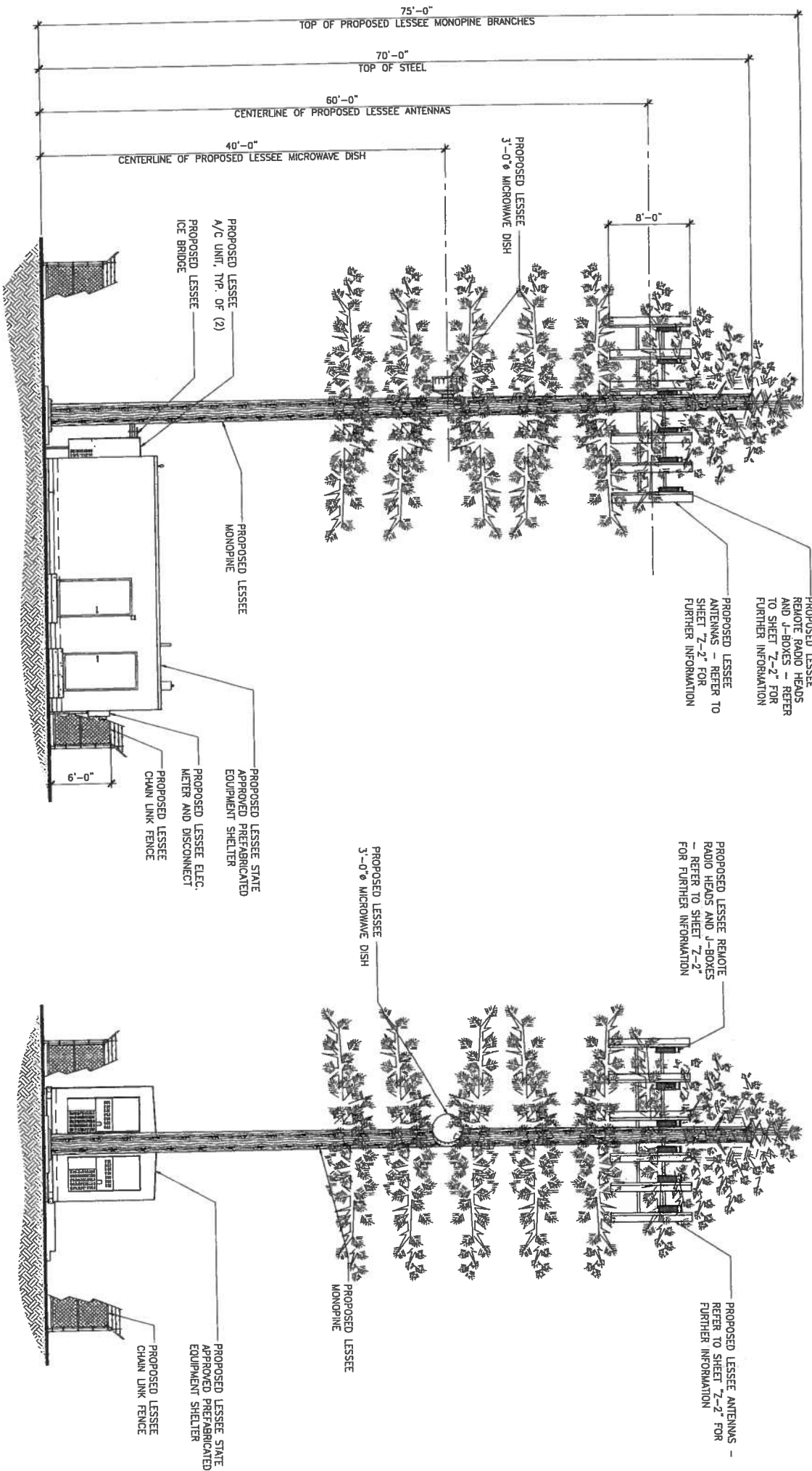
1801 WILLIAMSON VALLEY RD.
PRESCOTT, AZ 86305

SHEET TITLE

PROJECT
ELEVATIONS

SHEET NUMBER

Z-3



2 NORTHWEST ELEVATION
SCALE: 3/16" = 1'-0"

1 NORTHEAST ELEVATION
SCALE: 3/16" = 1'-0"

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Community Development

AGENDA ITEM: Approval of Special Use Permit SUP14-004 for the siting of a cellular antenna installation on the top parking deck of the Granite Street Parking Garage at 133 South Granite Street [Site Zoning: Downtown Business (DTB); Property Owner: City of Prescott; APN 109-02-006B] and approval of City Contract No. 2015-060, a lease agreement with AT&T Mobility

Approved By:

Date:

Director:	Guice, Tom	12/03/2014
City Manager:	McConnell, Craig	12/08/2014

Item Summary

This Special Use Permit (SUP) application is for the installation of a cellular antenna site at 133 South Granite Street on the top level of the Granite Street Parking Garage. Section 2.4.49 of the Land Development Code (LDC) establishes the SUP process for all cellular communications towers, except those owned and operated by a governmental entity. While the structure is owned by the City, the antenna arrays and equipment are not. The location is zoned DTB, which allows telecommunications facilities with an approved SUP. The antenna array and associated equipment will be disguised to blend with the garage structure, and will not exceed the permitted height of the existing garage structure.

Background

The City advertised a request for proposals for installation of a wireless site on the Granite Street garage last fall. Only one wireless provider responded, AT&T Mobility. Lease terms were negotiated and the parties reached agreement. AT&T Mobility is now seeking a SUP to site a cellular antenna installation to improve their service coverage in the downtown area. The proposed location is on the top deck of the parking garage, with the two antenna arrays and the equipment to be enclosed within two false elevator towers. AT&T will lease the space on the garage from the City under the terms of City Contract No. 2015-060.

Existing Special Use Permit

Agenda Item: Approval of Special Use Permit SUP14-004 for the siting of a cellular antenna installation on the top parking deck of the Granite Street Parking Garage at 133 South Granite Street [Site Zoning: Downtown Business (DTB); Property Owner: City of Prescott; APN 109-02-006B] and approval of City Contract No. 2015-060, a lease agreement with AT&T Mobility

Building heights in excess of 50 feet in the Downtown Business District can be permitted through a SUP process. The Parking Garage was granted SUP04-001 in 2004 for a building height of up to 68 feet. The final constructed height of the garage is 66 feet. The two proposed equipment enclosures will not exceed the height of the existing stair/elevator structure. No modification of SUP04-001 is required due to this request.

Site Design

The false elevator tower enclosures will be in the northwest and the southeast quadrants of the top parking deck, occupying a total of three parking spaces. The enclosures will match the exterior appearance of the building, but will have an open top and will be constructed of materials compatible with radio transmissions. The enclosure in the southeast will occupy two parking spaces and will contain an antenna array and the necessary mechanical, electrical and electronic equipment, while the second enclosure in the northwest will occupy one parking space for an antenna array only. Due to the height of the garage, the equipment within the enclosures will not be visible to the occupants of any nearby buildings

Land Development Code Criteria

The purpose of the city's regulation of telecommunications facilities is listed in **Section 2.4.49.A.**

A. Purpose

These regulations are intended to provide for the development of wireless communication services to the community while:

1. Protecting residential areas and land uses from potential adverse impacts of towers and antennas;
2. Encouraging the location of wireless facilities in nonresidential areas;
3. Minimizing the total number of wireless communication sites throughout the community;
4. Encouraging the joint use of new and existing tower sites as a primary option rather than the construction of single-use towers;
5. Encouraging the users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact upon the community is minimal;
6. Encouraging users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design and siting, landscape screening, and innovative camouflaging techniques;
7. Enhancing the ability of the service providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently;
8. Considering the public health and safety associated with wireless

Agenda Item: Approval of Special Use Permit SUP14-004 for the siting of a cellular antenna installation on the top parking deck of the Granite Street Parking Garage at 133 South Granite Street [Site Zoning: Downtown Business (DTB); Property Owner: City of Prescott; APN 109-02-006B] and approval of City Contract No. 2015-060, a lease agreement with AT&T Mobility

communication facilities; and

9. Minimizing potential damage to adjacent properties from tower failure through proper engineering and careful siting of tower structures. In the furtherance of these goals the City shall give due consideration to the General Plan, the Zoning Code, and the Wireless Communication Plan for Central Yavapai County.

Section 2.4.49.J provides weighted review criteria to be considered by Council in the review of a request for a SUP. Staff comments on the merits of the application as applicable to each of the following criterion are indicated by underlined italics.

J. Performance Criteria

The following characteristics are deemed consistent with the purposes of this section and will be afforded favorable weight in considering the application:

1. Existing structures will be preferred over new structures; The garage structure is one of the tallest in the downtown and due to its design can accommodate the installation of cellular antennas with little change to its outward appearance. The garage is also placed to cover an area with cell service deficiencies.
2. New structures which appear to be structures commonly found within that zone are preferred over apparent wireless structures; The stealth installation will effectively hide the cellular antennas within the appearance of the garage structure.
3. Wireless communication facilities, which cannot be readily observed from adjacent streets, are preferred; Because of the stealth installation, the antennas and associated equipment will not be visible from adjacent streets.
4. Heights that do not exceed height limitations for the underlying zoning district. Heights in excess of permitted heights in the zone may be approved by Special Use Permit pursuant to Sec. 9.9; In this situation, the building was granted a SUP for its height and the cellular antennas and equipment will not exceed the approved building height.
5. Collocation of multiple uses on a single wireless communication facility will have significant favorable weight in evaluating the application; This installation will not provide for collocation due to the limited space available for antennas and support equipment. Minimizing the number of parking spaces lost to allow for this installation is a consideration for the City as the owner/operator of the garage.
6. Network development plans which achieve the fewest number of wireless communication facilities of all users reasonably necessary for commercial

Agenda Item: Approval of Special Use Permit SUP14-004 for the siting of a cellular antenna installation on the top parking deck of the Granite Street Parking Garage at 133 South Granite Street [Site Zoning: Downtown Business (DTB); Property Owner: City of Prescott; APN 109-02-006B] and approval of City Contract No. 2015-060, a lease agreement with AT&T Mobility

coverage; *This installation will fill a specific service coverage need of AT&T Mobility. It is unknown if approval of this installation will obviate the need for any other cellular facilities in the vicinity.*

7. Location in the least restrictive zone; *The Downtown Business District is the least restrictive zoning district in the vicinity.*
8. Suitability of the location for collocation of governmental public service wireless communication facilities. *The location could be suitable for collocation of governmental communications facilities should the need arise. However, a number of government wireless/radio communications facilities exist in the downtown.*

Special Use Permit Required

In addition to the specific criteria for Telecommunications facilities, the use requires approval by the City Council through a Special Use Permit. LDC Section 9.9 sets out the application and review procedures for a SUP. Section 9.9.5 provides a list of criteria for Council to consider in review of a SUP.

9.9.5 / Special Use Review Criteria

The City Council may approve an application for a special use where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the public. The City Council shall consider the following criteria in its review:

A. Effect on Environment

The location, size, design, and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property.

B. Compatible with Surrounding Area

The proposed site plan, circulation plan, and schematic architectural designs shall be harmonious with the character of the surrounding area with respect to scale, height, landscaping and screening, lot coverage, and density.

C. External Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

D. Infrastructure Impacts Minimized

Agenda Item: Approval of Special Use Permit SUP14-004 for the siting of a cellular antenna installation on the top parking deck of the Granite Street Parking Garage at 133 South Granite Street [Site Zoning: Downtown Business (DTB); Property Owner: City of Prescott; APN 109-02-006B] and approval of City Contract No. 2015-060, a lease agreement with AT&T Mobility

The proposed use shall not have negative impacts on existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

E. Consistent with General Plan and Code

The proposed use will be consistent with the purposes of this LDC, the General Plan, Area Plans, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses permitted outright in the zone in which it is located.

F. Parcel Size

The proposed use may be required to have additional land area, in excess of the minimum lot area otherwise required by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.

G. Site Plan

The proposed use shall comply with the procedures and requirements of Sec. 9.8, Site Plan Review.

Planning and Zoning Commission Action

At the Planning and Zoning Commission meeting of August 14, 2014 the Commission voted 6-0 to recommend approval of this request.

Federal Telecommunications Act - Limitations on Local Government Control

Although Section 704 of the Federal Telecommunications Act of 1996 47 USC 332(c)(7) does not completely preempt the authority of local governments to make land use decisions regarding the placement of wireless communications facilities, the Act does provide substantial protections for a telecommunications facility applicant. The LDC was written with an understanding of these limitations. Applying the provisions of the LDC, as written, will not conflict with the following limitations.

There are five separate limitations on local government's decision-making in the placement of a telecommunications facility (i.e. a cell tower).

1. The City may not discriminate among providers of functionally equivalent services.
2. The City decision cannot prohibit or have the effect of prohibiting the providing of personal wireless services. The City's decision must be based on objective criteria set out in Prescott Land Development Code Section 2.4.49.

Agenda Item: Approval of Special Use Permit SUP14-004 for the siting of a cellular antenna installation on the top parking deck of the Granite Street Parking Garage at 133 South Granite Street [Site Zoning: Downtown Business (DTB); Property Owner: City of Prescott; APN 109-02-006B] and approval of City Contract No. 2015-060, a lease agreement with AT&T Mobility

3. The City must act on a cell tower application within a reasonable period of time after the request is filed. The "reasonable period of time" requirement is satisfied if the period for review of the application is the usual period under the applicable ordinance or statutory scheme.
4. The City may not regulate the placement, construction, or modification of telecom facilities on the basis of environmental effects of radio frequency emissions to the extent that such emissions comply with FCC regulations. The purpose of the requirement is to prevent telecommunications siting decisions from being based upon unscientific or irrational fears that emissions from telecommunications sites may cause undesirable health effects.
5. A City decision to deny a cell tower application must be in writing and supported by substantial evidence contained in a written record (i.e. relevant evidence as a reasonable mind might accept as adequate to support a conclusion). A court will overturn the denial of an application under the substantial evidence test if it cannot conscientiously find that the evidence supporting that decision is substantial, when viewed in the light that the record in its entirety furnishes, including the body of evidence opposed to the denial.

Neighborhood Opposition

None received as of this writing.

Financial Impact

The lease agreement will provide income to the city for the space used and also includes a one-time site preparation fee. The lease agreement is for an initial 5-year period, with four 5-year extension options. The annual lease payment will initially be \$20,000, with a 2% automatic annual escalator. There will also be a one-time \$10,000 site preparation fee due to the City at the commencement of the lease period. All work necessary to install and remove the AT&T Mobility equipment and enclosures will be at AT&T's expense.

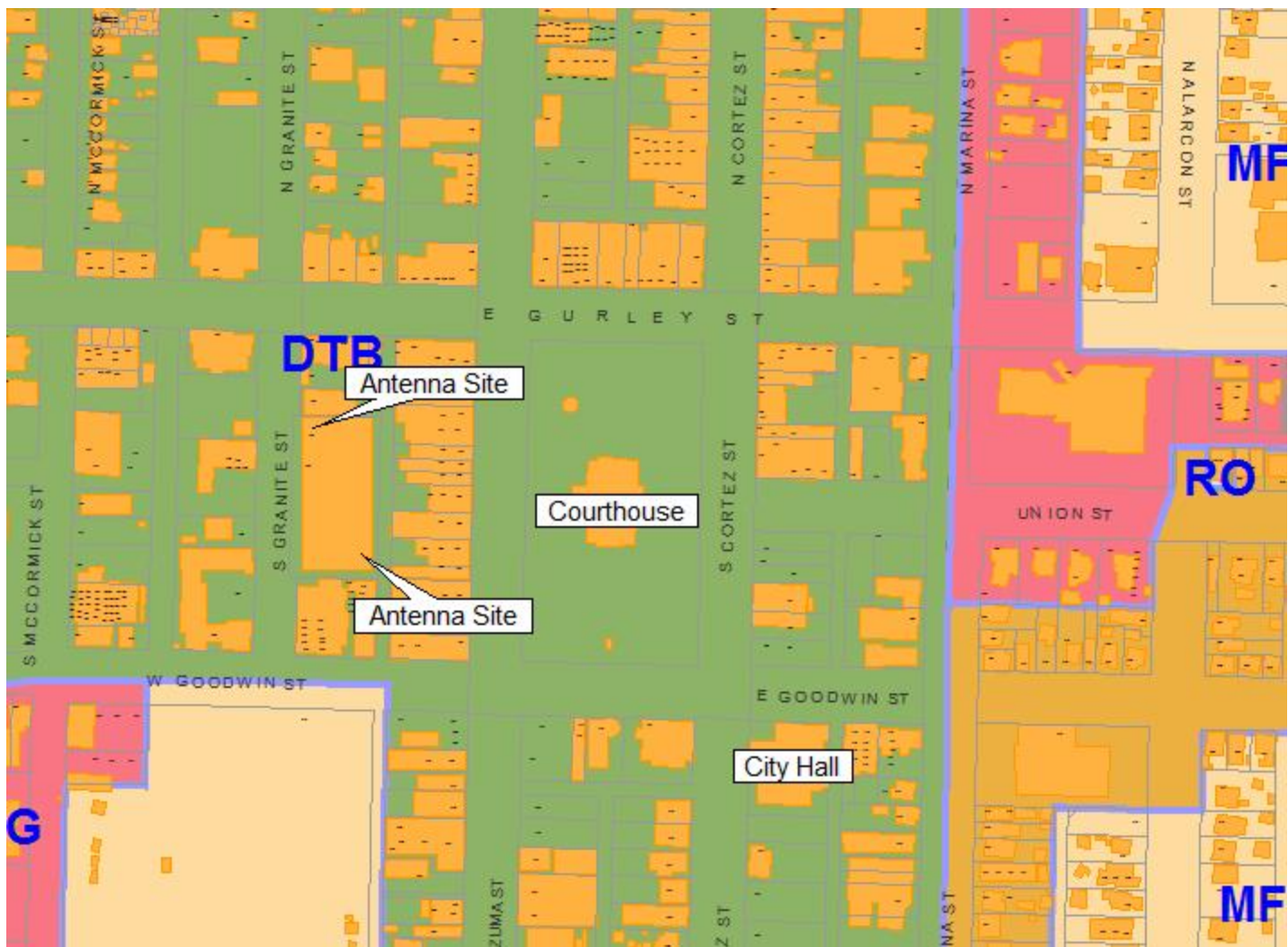
Attachments

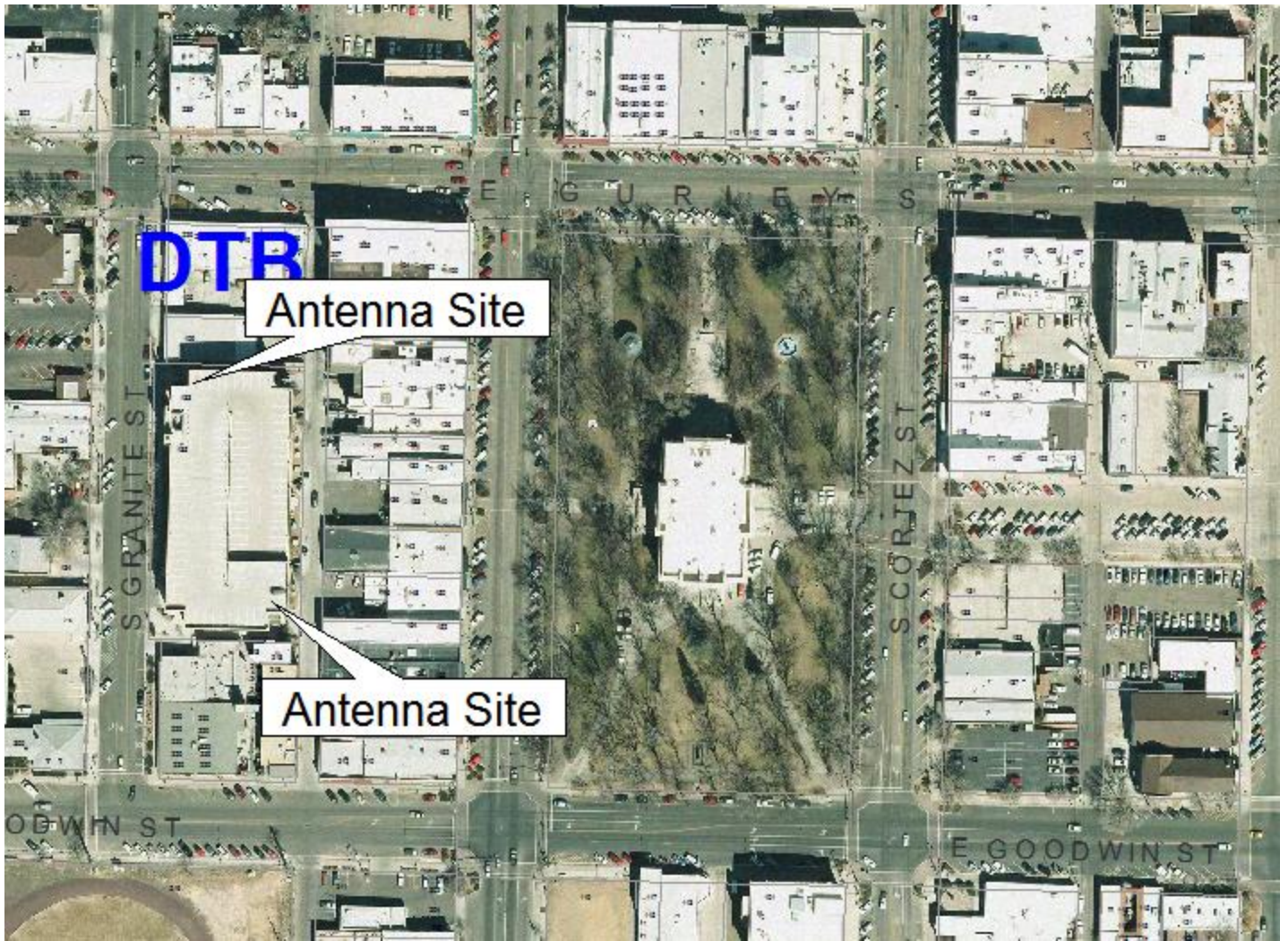
1. Vicinity and Zoning Map
2. Aerial vicinity map
3. Site/Floor Plan
4. Lease Agreement (City Contract No. 2015-060)
5. Scope of Work for Lease Agreement
6. Title Report and Legal Description for Lease Agreement

Agenda Item: Approval of Special Use Permit SUP14-004 for the siting of a cellular antenna installation on the top parking deck of the Granite Street Parking Garage at 133 South Granite Street [Site Zoning: Downtown Business (DTB); Property Owner: City of Prescott; APN 109-02-006B] and approval of City Contract No. 2015-060, a lease agreement with AT&T Mobility

Recommended Action (separate motions):

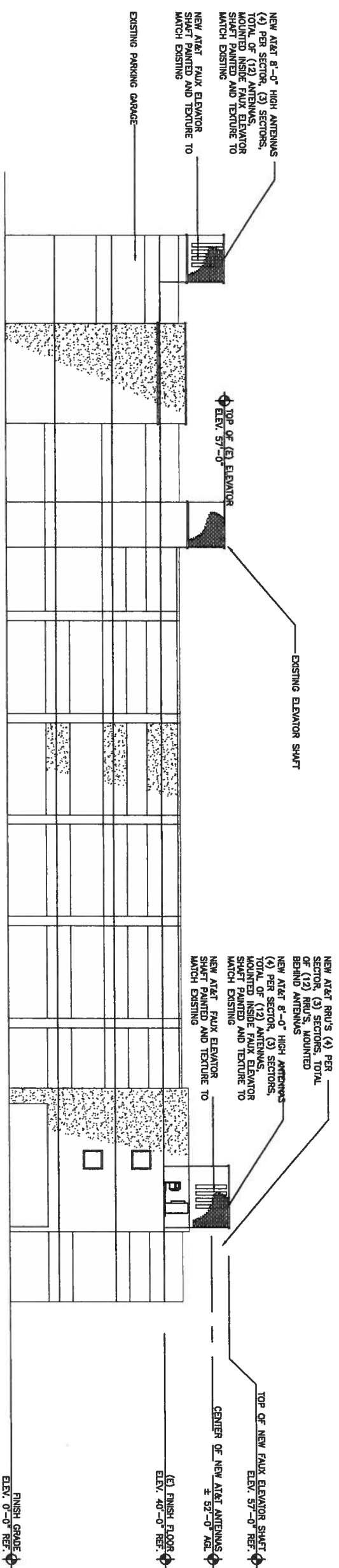
1. **MOVE** to approve SUP14-004, a cellular antenna site on the top parking deck of the City parking garage at 133 South Granite Street, with the following conditions:
 - a. The antennas and equipment shall be contained in enclosures disguised to match the appearance of the building.
 - b. The enclosures shall not exceed the height of the existing elevator tower.
2. **MOVE** to approve City Contract No. 2015-060, a lease agreement with AT&T Mobility for use of space on the top parking deck of the Granite Street Garage.



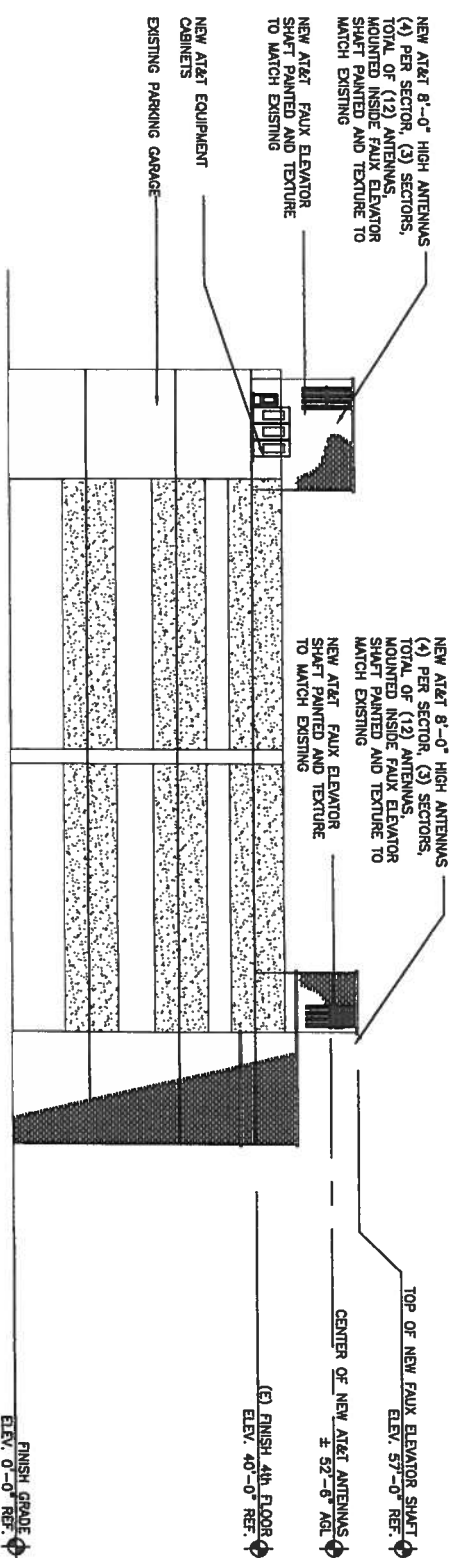


- ~~300.
SECTOR C~~

[illegible]



NORTH ELEVATION



EAST ELEVATION



Construction - Project management - Site Development

AZPRU4945-CC
135 GRANITE
FA CODE: 12813658
USID: 161072
135 SOUTH GRANITE STREET
PRESCOTT, AZ 86303



1355 W. UNIVERSITY
MESA, AZ 85201

[illegible]

AT&T MOBILITY

TOWER ELEVATIONS

34" SCALE: 1/8" = 1'-0" 77" SCALE: 1/32" = 1'-0"			4
TOWER ELEVATIONS		AT&T MOBILITY	
AZPRU4945	DRAWING NUMBER 08	IN	A

NEW NORTH ELEVATION



Construction - Project management - Site Development

AZPRU4945-CC

135 GRANITE

FA CODE: 12813658

USID: 161072

135 SOUTH GRANITE STREET
PRESCOTT, AZ 86303



1355 W. UNIVERSITY
MESA, AZ 85201

at&t

[illegible]

SCALE: AS SHOWN

DESIGNED BY:

DRAWN BY: KM

AT&T MOBILITY

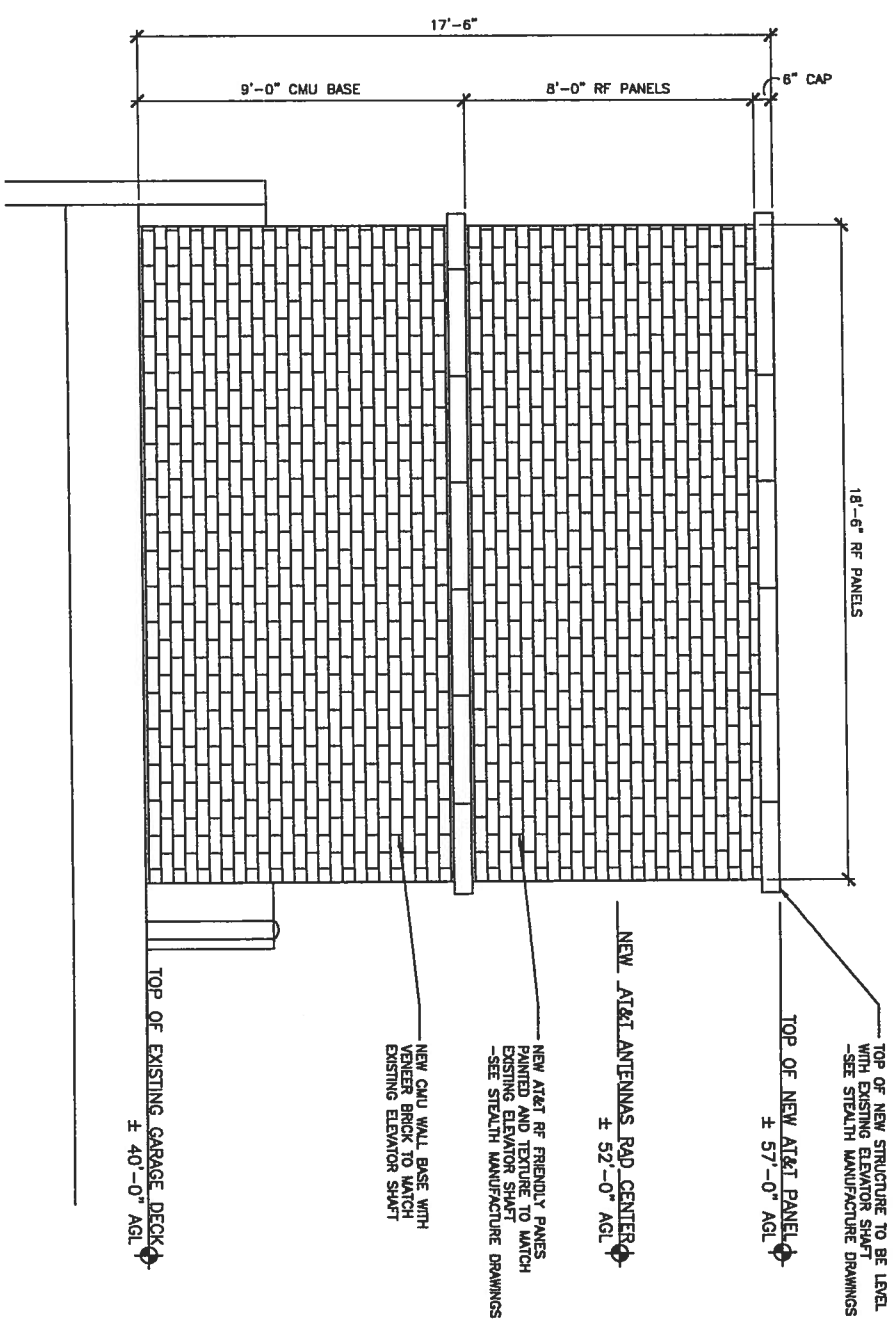
TOWER ELEVATIONS

DRAWING

AZPRU4945	09
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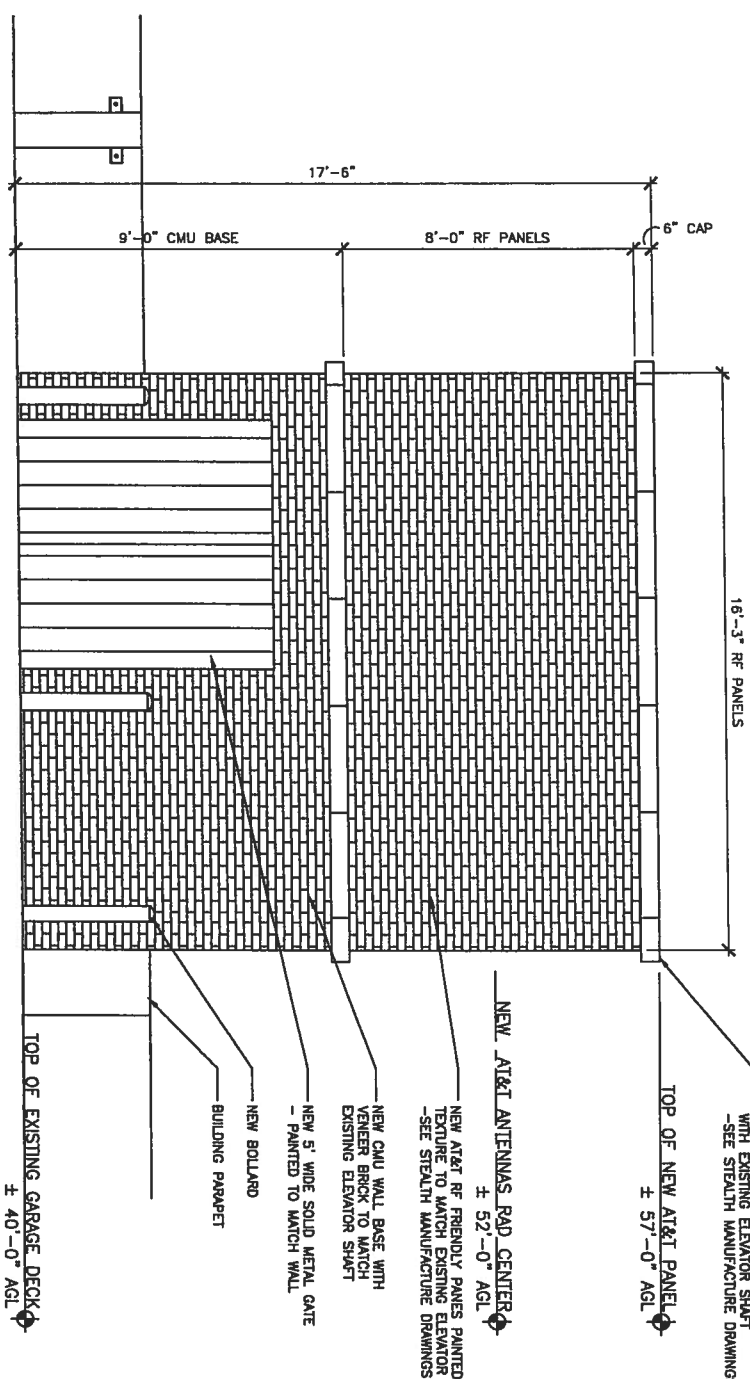
ELEVATION



22"x34" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

1

ELEVATION



22"x34" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

2

1

2

Market: _____

Cell Site Number: _____

Cell Site Name: _____
File # (if any): _____

Fixed Asset Number: _____

LEASE AGREEMENT

BETWEEN THE CITY OF PRESCOTT AND NEW CINGULAR WIRELESS PCS, LLC

FOR WIRELESS COMMUNICATIONS FACILITY

City Contract No. 2015-060

1. Definitions of Terms Used in this Document:

1.1 Lessor:

City of Prescott, an Arizona

municipal corporation

1.2 Lessor's Contact Person:

City Manager

City of Prescott

201 S. Cortez Street

Prescott, AZ 86303

WITH A COPY TO:

City Clerk

City of Prescott

201 S. Cortez Street

Prescott, AZ 86303

1.3 Address for Payment of Rent:

201 S. Cortez Street

Prescott, AZ 86303

1.4 Taxpayer Identification Number:

1.5 **Property.** Space on Lessor's [REDACTED] Parking Garage located at 135 South Granite Street, Prescott, AZ, 86303 (hereinafter referred to as "Structure") (Survey and Legal Description dated 7-29-2013 by Ambit Consulting attached hereto and incorporated herein by reference as **Attachment A**) to mount a Wireless Communications Facility ("WCF") (Site Plan Drawings of AT&T dated September 18, 2013 by Smartlink LLC attached hereto and incorporated herein by reference as **Exhibit B**) and the Easements granted in Paragraph 11 of this Lease, and as described on Exhibit A and Exhibit B. Lessor hereby leases to Lessee and Lessee leases from Lessor the foregoing Property, under the terms and conditions as set forth herein.

1.6 Property Identification Number. 109-02-006B

1.7 Initial Term. Five (5) years

1.8 Term. The Initial Term, and any extension term(s) described in Sections 2 and 3 of this Lease.

1.9 Commencement Date. The commencement date for this Lease will be on the date that is the first day of the calendar month following the date Lessee commences construction at the Property.

1.10 Rent. \$20,000.00 per annum, payable in monthly installments of \$1,667.00 on the Commencement Date, and the first day of each calendar month thereafter, including any extension terms, the rent payable for each subsequent lease year shall increase by 2% on each anniversary of the Commencement Date.

1.11 **Lessee.** New Cingular Wireless, PCS, LLC (a Delaware limited liability company), 20830 North Tatum Blvd., Phoenix, AZ 85050.

1.12 **Lease.** This Lease Agreement including all exhibits and attachments.

1.13 **Lessee's Address:**

New Cingular Wireless PCS, LLC

ATTN: AZ/NM Network Property Management

20830 N. Tatum Blvd. #400

Phoenix, AZ 85050

With copies to:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: ____; Cell Site Name: ____ (**add state abbreviation**)

Fixed Asset No.: _____

12555 Cingular Way, Suite 1300

Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site # _____; Cell Site Name: _____ (**add state abbreviation**)

Fixed Asset No.: _____

P.O. Box 97061

Redmond, WA 98073-9761

Or, if sent via nationally recognized overnight carrier:

New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site # _____; Cell Site Name: _____(add state
abbreviation)

Fixed Asset No.: _____

16331 NE 72nd Way

Redmond, WA 98052-7827

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice

2. Term and Options to Extend.

2.1 Initially. Lessor leases the Property to Lessee for the Initial Term and in the terms and conditions of the Lease beginning on the Commencement Date at the Initial Rent.

2.2 Site Preparation and Construction Fee. At the Commencement Date of the Lease Agreement, Lessee shall pay to Lessor, a one-time site preparation and construction fee of \$10,000.00. Such fee shall be to offset the Lessor's costs of site

preparation and remediation at the Property. Lessee shall also be required, at its cost, to accomplish the following specific work at the Property: construction and installation of any enclosures for equipment required by the Lessee, installation and mounting of Lessee's equipment, and any engineering reports as may be reasonably required by Lessee regarding frequency interference and structural and load capacities of said equipment, and the extension and/or construction of any required electric or other utilities to the Property. The foregoing shall be accomplished and completed by the Lessee following the Commencement Date. Any equipment enclosures, structures and/or towers constructed for the placement of an antenna, and antenna design and placement, shall be subject to the approval of the City to the extent that such are materially different from those identified on the exhibits to this Agreement, and shall be constructed in such a manner as to allow placement of additional antennae in an amount as determined to be required by Lessor. Lessor may require co-location of antenna on the Structure and for ground equipment at the Structure, with no reduction of rent to Lessee, nor any remuneration being due Lessee as a result of said co-location, provided such colocation does not interfere with Lessee's equipment or operations at the Property. It is expressly understood by and between the parties that any reimbursement due Lessee pursuant to this subsection is not applicable to an antenna which may be placed on the structure by Lessor, for Lessor's use, for municipal purposes.

2.3 Option to Extend. The term of this Lease shall be automatically renewable for four (4) additional terms of five (5) years each following the original term or any renewable term at the annual rental as stated in Section 1.10 and otherwise upon the same terms and conditions stated in this Lease, except for adjustments in rent as provided for in

Section 1.10. If Lessee desires to not extend any subsequent term of the Lease it shall give Lessor written notice of its intention to not extend the term not less than ninety (90) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term.

2.4 Construction of Lessee's Facilities.

2.4.1 Cable Connections to Tank; Tank Maintenance. All cable connections and antenna of Lessee that are placed or lead to the Parking Garage structure shall be placed and secured in a manner safe to all. Lessee shall be solely responsible for securing and maintaining said antennae, cable and other equipment in a safe and secure manner. Lessor shall assume no responsibility for the safety or security of the Property of the Lessee upon this location. Lessee shall, upon reasonable notice, make all portions of the Parking Garage structure of Lessor available for maintenance or repair, upon the request, and at the direction of, the Lessor; provided, however, Lessor shall not have access to Lessee's equipment areas or antenna.

2.4.2 Cable Connections to Tower; Tower Maintenance. All cable connections and antenna of Lessee that are placed or lead to the tower shall be placed and secured in a manner safe to all. Lessee shall be solely responsible for securing and maintaining said antennae, cable and other equipment in a safe and secure manner. Lessor shall assume no responsibility for the safety or security of the Property of the Lessee upon this location. Lessee shall, upon reasonable notice, make all portions of the tower and building facilities of Lessor available for maintenance or repair upon the request, and at the direction of, the Lessor;

provided, however, Lessor shall not have access to Lessee's equipment areas or antenna.

2.4.3 Compliance with Plans. All construction on the Property shall be subject to the approval by the Lessor of the plans and specifications, including but not limited to placement of antenna, structures, enclosures, and design of same to the extent that such are materially different from those identified on the exhibits to this Agreement.

- 3. Additional Yearly Terms.** If at the end of the fourth (4) five (5) year extension term, this Lease has not been terminated by Lessor giving written notice to Lessee of Lessor's intention to terminate this Lease at least six (6) months prior to the end of that term, the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for subsequent annual terms and on the same terms and conditions until terminated either by Lessor giving written notice to Lessee of its intention to terminate this Lease at least six (6) months prior to the end of an annual term or by Lessee giving written notice of termination before the end of the applicable term. Rent for these annual periods shall be equal to the product of the rent paid for the preceding Lease year multiplied by 2%.

4. Methods of Payment.

4.1 Yearly Rental Payment. Initial rental payment will be due within ten (10) business days of the Commencement Date.

4.2 Location for Payment. All rent shall be paid to Lessor at the Address for Payment of Rent or to another person, firm or place which the Lessor may from time to time designate in writing at least forty-five (45) days in advance of Commencement date.

5. **Consultant's Commission.** Any commission or consulting fee payable to Lessee's Consultant shall be paid by Lessee.
6. **Use of Property.** Lessee may use the Property for lawful telecommunications purposes and related site preparations, improvements, repairs, replacements, modifications and maintenance purposes in accordance with local, state and federal laws, rules, regulations, orders, policies and procedures. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Property. Lessee shall reimburse Lessor for any direct costs incurred by Lessor associated with obtaining any necessary approvals.
7. **Title and Survey**
- 7.1 **Existing Policies and Surveys.** Attached to and incorporated into this Lease as **Attachment A** is a survey prepared by Ambit Consulting dated July 29, 2013.
- 7.2 **Leasehold Costs.** Any and all expenses arising out of the Lessee's leasehold in this Property shall be the responsibility of the Lessee.
8. **Lessee's Installation.**
- 8.1 **Improvements.** With Lessor's approval, which shall not be unreasonably withheld, delayed or conditioned, to the extent any improvements are materially different from those identified on the exhibits to this Agreement, Lessee may install an antenna structure, antennas, equipment enclosures, equipment, other personal property, fixtures, cables, transmission lines, and utilities and make any other improvements to or upon the Property ("Lessee Facilities") as necessary for use of the Property by Lessee provided the same shall not interfere with the Lessor's use of the structure, facilities and premises, nor

interfere with any pre-existing structures/towers/antennas. Lessee shall submit to Lessor for review a copy of Lessee's plans. Lessor shall give such approval or provide Lessee with request for changes within fifteen (15) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such fifteen (15) day period, Lessor shall be deemed to have approved such plans. Lessee may, with specific approval from Lessor, change or replace any of these items with new or different items with the same or different specifications.

8.2 Workmanlike Construction. Lessee agrees that the installation will be completed in a neat, workmanlike manner consistent with good engineering practices. All costs of the installation will be paid by the Lessee.

8.3 Title to Various Items. Lessor shall, at all times, be the sole exclusive owner of the Property, including but not limited to the Structure and equipment enclosures which existed prior to Lessee's installation of improvements, if applicable. The Lessee shall, at all times, be the sole and exclusive owner of any antennas, equipment, equipment enclosures, other personal property, fixtures, cables and transmission lines and other improvements installed by Lessee on the Property. Lessor has committed to the principle of co-location of facilities, where possible. Lessor may require Lessee to allow the use of the Property and share facilities and infrastructure in order to minimize the environmental and aesthetic impacts, provided such colocation does not interfere with Lessee's equipment or operations at the Property.

9. Taxes.

9.1 Taxes. Taxes. Lessee shall be responsible to timely pay any taxes levied and assessed against it, its personal property or its Leasehold interest. At the request of the City, the Lessee shall provide evidence of payment of said taxes.

10. Lessor's Representations. In order to induce Lessee to enter into this Lease, Lessor covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

10.1 Title Lessor owns good and marketable title to the Property subject to no mortgages, lien, encumbrances, or judgments which might take precedence over Lessee's interest in the Property or impair Lessor's ability to lease the Property to Lessee except for items disclosed in writing to and approved by Lessee.

10.2 Authority Lessor warrants that: (i) it has rights of access thereto: and (ii) Lessor has full right to make and perform this Lease. Lessor is a municipal corporation of the State of Arizona. Lessor makes no representation of authority to herein act of purposes of Lessee's reliance.

10.3 Zoning The Property is in the compliance with applicable zoning laws. Lessee's use shall be and is, subject to compliance with applicable zoning and building codes.

11. Easement.

11.1 Granted For the Term of this Lease, Lessor grants Lessee the Access Easements, Utility Easements and Transmission Line Easements, if any, nonexclusively and as described in Attachments in this Lease. Lessor shall maintain the easements so that each is reasonably available for Lessee's use. If

Lessor is unable to grant or obtain the requested easements, then, at Lessee's option, this Lease may be terminated. A termination pursuant to this Section shall not create an obligation on the part of Lessee to pay Rent under the Termination provisions of this Lease. Lessee and its authorized representatives shall have the right of ingress and egress to and from the Property twenty-four (24) hours a day, seven (7) days a week. Upon Lessee's request, Lessor shall execute a separate recordable easement evidencing these easement rights.

11.2 Modification If as of the date of this Lease, a Transmission Line Easement, an Access Easement or any necessary separate Utility Easement has not been located, Lessor agrees that upon the location of the easements, as approved by the Prescott City Manager, any Exhibits in this Lease shall be amended to include these easements. In addition, if subsequent to the date of this Lease it is determined by Lessee that any Access, Transmission Line or Utility Easement obtained does not or no longer adequately serves the Property and Lessee's use thereof, Lessor then at Lessee's option this Lease may be terminated. A termination pursuant to this Part shall not create any obligation on the part of Lessee to pay rent pursuant to the Termination provisions of this Lease.

12. Assignments. Lessee may not assign, or otherwise transfer all or any part of its interest in this Lease or in the Property, without the prior written consent of Lessor; which consent may be withheld at the sole discretion of the Lessor, provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Lease as set forth in Paragraph 17 below.

Lessor may assign this Lease upon written notice to Lessee, subject to the assignee assuming all of and Lessor's obligations herein, including but not limited to, those set forth in Paragraph 17 below. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

13. Defaults.

13.1 By Lessee In the event of default under this Lease by Lessee, Lessor shall be entitled to remedies as shall be then be provided by law; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Lessor shall give to Lessee written notice of default to Lessee and the nature of the default and Lessee shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period may be mutually agreed upon to cure the default), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Lessee fails to cure a default and Lessor elects to terminate this Lease, Lessor may do so effective six (6) months following Lessee's receipt of written notice to terminate provided, however, that Lessee shall not receive any reimbursement for the rent paid and will be required to pay past the year's end 110% of the then current pro-rated rental. The parties acknowledge that the purpose of the extension period is to provide the Lessee sufficient lead-time to obtain an alternate acceptable site.

13.2 By Lessor In addition to rights at law or in equity, but specifically excluding any rights to recover or offset any consequential damages caused by Lessor's default, if Lessor defaults in any of its obligations under this Lease, Lessee may perform Lessor's obligation and may offset from the Rent or any other amounts next payable Lessee's costs and expenses of doing so. Notwithstanding anything else in this Lease, provided Lessee has been denied access or unable to exercise its use of the leasehold interest Property, and provided Lessee has provided not less than thirty (30) days written notice to Lessor thereof, Lessee may defer payment of Rent including the first rent payment, during any period in which Lessor is in default in any of its obligations under this Lease when said Rent payment comes due during any period in which Lessor is in default after the above notice. Upon cure of the default, the Rent shall become due immediately, and shall be prorated based on the number of days Lessor was in default. If Lessor fails to cure a default and Lessee elects to terminate this Lease, Lessee may do so effective thirty (30) days following Lessor's receipt of written notice of termination.

14. Casualty. In the event the Property is destroyed or damaged in whole or in part by casualty during the term of this Lease resulting in the Property being unusable for its intended purposes, then, the rent shall be abated until the Property is repaired. In the event that the Property is not restored within ninety (90) days from the date of the casualty, then Lessee may elect to terminate this Lease and no further rent shall be due. Nothing herein shall require Lessor to repair or restore and no liability shall attach to Lessor should it choose not to repair or restore. However, if Lessor decides not to repair or restore, Lessee shall be entitled to a refund of any

pre-paid rent pro-rated based on the length of the casualty which prevented Lessee from exercising its rights. If Lessor undertakes to rebuild or restore the Property, Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Property is completed.

15. Quiet Enjoyment. Subject to Lessor's right to take action unilaterally in furtherance of the public health and safety relative to the water and other utilities systems with facilities on the site or otherwise in relation to Lessor's communication systems, Lessor covenants and agrees that upon payment by the Lessee of the Rent under this Lease and upon the observance and performance of all of the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Property, the rights, and privileges granted for the term demised without hindrance or interference by Lessor and Lessor shall perform all of its obligations under this Lease. Notwithstanding the foregoing the Lessee acknowledges that Lessor may lease other parts of the structure and/or the antenna to others.

16. Subsequent Financing. Lessee may enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract of other financing instrument dated after the date of this Lease, if the agreements are in form satisfactory to Lessee.

17. Termination.

17.1 Requirements This Lease may be terminated without further liability (and with payment of six (6) months rental in connection with termination pursuant to subparagraph (iv) herein) on thirty (30) days prior written notice as follows: (i) by the Lessor upon a monetary default of any covenant or term hereof by the Lessee, which default is not cured within thirty (30) days of

receipt of written notice of default; provided that the grace period for any monetary default is ten (10) days from receipt of notice, or (ii) by either party in the event of a breach of this lease by the other party, provided the aggrieved party delivers written notice of early termination to the breaching party no earlier than thirty (30) days after the cure period and failure to cure by the breaching party, or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities or (iv) by Lessee if Lessee is unable to occupy and utilize the Property due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Property is not appropriate for its operations for economic or technological reasons, including, without limitations, signal interference.

17.2 Removal of Equipment Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Lessee shall at its sole expense remove from the Property all of its antennas, transmitting and receiving equipment, transmitting lines, other personal property, fixtures, and any other improvements (except for Structures and equipment enclosures, public infrastructure, underground wiring, roadways, sidewalks and foundations, which shall remain the property of the Lessor). Lessee shall leave all fencing as may have been installed by Lessee, unless prior to the effective date of the expiration, termination or cancellation, Lessor requests removal. Lessee shall have up to ninety (90) days after the effective date of the expiration, termination, cancellation to complete removal of all items. Any damage by removal to

Lessor's equipment or property will be repaired by Lessee. If, Lessee requires any of the ninety (90) day period after the effective date for the removal, Lessee shall pay Lessor one-twelfth of the then current annual rental in advance for each thirty (30) day period or portion thereof Lessee requires to complete the removal. If Lessee does not remove its Lessee's Facilities within ninety (90) days of termination, Lessee's Facilities shall be deemed abandoned and will become Lessor's property, subject to any current and valid security interests in and to Lessee's facilities.

17.3 By Lessor After the second term of this Agreement Lease (ten [10] years), Lessor reserves the right to terminate this agreement in the event that the Property is required by the Lessor for municipal purposes, but must notify Lessee at least twelve (12) months prior to termination to give the Lessee adequate time for an alternate site. The rent will be prorated for the remaining period.

18. Lease Construction. This Lease shall be construed in accordance with the laws of the State of Arizona. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect. All litigation involving directly or indirectly any of the provisions of this Lease shall be filed in the Superior Court of Yavapai County, Arizona. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease.

19. Entire Binding Understanding; No Oral Modifications. All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Lessee to Lessor shall not constitute an offer unless the Lease has

been signed by Lessee, and this Lease shall not be binding until executed by both Lessor and Lessee.

20. Successors; Separability. Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or sublessees of the parties and any grantee of Lessor.

21. Indemnification/Insurance. Lessor and Lessee do hereby agree to indemnify, defend and hold each harmless from and against any claim of liability or loss from personal injury or property damage in connection with the Property or resulting from or arising out of the use and occupancy of the Property by the indemnifying party or its agents, excepting, however such claims as may be due to or caused by the acts of the indemnifying party or its agents. Neither party shall have any obligations under this Paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

During the term of this Lease, Lessee shall carry and maintain commercial general liability insurance, and property damage for any structures or enclosures built by the Lessee but conveyed to the Lessor, naming the Lessor as an additional named insured, insuring against liability for injury to persons or property occurring in or about the Property or arising out of the ownership, maintenance, use or occupancy thereof.

INSURANCE

A. Lessee and Contractors or Subcontractors hired by Lessee to erect and otherwise install the necessary WCF, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Lease are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder, or operations of, the Lessee, the Lessee's Contractor, the Lessee's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of the performance of the work and operations under this Lease by the Lessee, his agents, representatives, employees, or subcontractors. Lessee is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is included as an additional insured,.
2. The Lessee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Lease in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS: General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

A. Lessee shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received by the City before the Lease commences. Each insurance policy required by this Lease must be in effect at or prior to commencement of the Lease and remain in effect for the duration of the Lease. Failure to maintain the insurance policies as required by this Lease or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Community Development Department, 201 South Cortez Street, Prescott, AZ 86303. The City Lease/Contract number and a general location of the leased property shall be noted on the certificate of insurance.

During the term, Lessee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Lessee's CGL insurance shall contain a provision including Lessor as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors; and

(iii) shall not exceed Lessee's indemnification obligation under this Agreement, if any.

B. Notwithstanding the foregoing, Lessee shall have the right to self-insure the coverages required in subsection (a). In the event Lessee elects to self-insure its obligation to include Lessor as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage

pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and

(iii) Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

22. Notices. All notices, requests and other writings required under this Lease (including any notices of renewal or termination rights) must be in writing and shall be deemed valid given upon the earliest of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with the copies as set out in the Lessor's Address and the Lessee's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

23. Performance. Time is of the essence in this Agreement. The failure of either party to require the strict performance by the other of any provision of this agreement shall not be deemed waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

24. Broadcast Interference.

24.1 Definition As used in this Lease, "Interference" with a broadcasting activity means:

- (A) Interference within the meaning of the rules and regulations of the Federal Communications Commission ("FCC") then in effect; or
- (B) A material impairment of the quality of either the operation of electronic equipment near the site, or quality of sound or

picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

24.2 Removal of Interference

- (A) Lessee shall take reasonable actions to prevent and properly remove any Interference with broadcast activities of Lessor or other Lessees of Lessor whose equipment was installed prior to the execution of this Lease (“Existing Lessees”).
- (B) Lessor warrants to Lessee the use and quiet enjoyment of the Property, provided, however that the parties hereto acknowledge that the lease of communication equipment on the Structure and Property is made on a non-exclusive basis, and that additional space on the Structure may be leased to other entities by Lessor. Lessor agrees that it shall not permit subsequent Lessees to use any portion of the Property in any way which would interfere with the Lessee’s telecommunications operations, provided that the continued use by Lessor and Existing Lessees in substantially the same manner as existed as of the Commencement Date shall not constitute interference with Lessee’s telecommunications operations.

(C) In the event that Lessor elects to permit a subsequent lessee to use any of the Lessor's Property for the purpose of installing communications facilities, Lessor shall, at least thirty (30) days prior to the issuance of such authority, deliver to Lessee engineering studies or other appropriate evidence that such use will not interfere with Lessee's operations at the Property. Should Lessee determine, based upon such materials or its own studies, that the subsequent Lessee will interfere with Lessee's operations, and so notify Lessor in writing, then Lessor shall not permit the subsequent Lessee to use the Lessor's Property without making any necessary revisions to insure non-interference with Lessee's facilities.

25. Environmental Matters.

25.1 Definition For purposes of this Lease, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined as in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning,

any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

25.2 No Hazardous Material Neither the Lessor nor, to the best knowledge of Lessor, any other person, has ever caused or permitted any Hazardous Material, as defined by the Arizona Department of Environmental Quality, to be placed, held, located or disposed of on, under or at the Property or any part thereof. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property or Land in violation of any applicable law or regulation. Lessor agrees that it will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation or agreement contained in this paragraph.

25.3 Radio Frequency Hazard Lessee warrants that it will operate its equipment in a manner safe to the public in conformity with applicable government guidelines and regulations.

25.4 Survival The provisions set out in Sections 21 and 25 shall survive termination of this Lease.

26. Relocation

26.1 Lessor shall have a one time right, to require Lessee to relocate its equipment to an alternative location on the Premises in the event Lessor requires Lessee's location for municipal purposes. The new location must be technologically suitable for Lessee's Facilities. Lessor agrees to give Lessee not less than twelve (12) months prior written notice of such relocation. Lessee shall have ninety (90) days from the date of notice to evaluate the technological suitability of the proposed new location and either approve or disapprove said location in writing. If Lessee disapproves proposed new location, Lessor may thereafter propose another location site in the manner set forth above. If the parties are unable to agree upon a new location after one hundred eighty (180) days of said notice, this Lease shall terminate upon the first anniversary of the original notice. Upon termination, Lessor shall refund to Lessee all prepaid rents and Lessee shall be released from any further rent obligations. All costs of relocation shall be borne by Lessor.

27. Warranty At the commencement of the term, Lessee shall accept the Property and fixtures in its existing condition. No representatives, statements or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition thereof. In no event shall the Lessor be liable for any defect in such property or for any limitation on its use existing on the Commencement Date.

28. Right to Re-enter If any rent shall be due and unpaid or if default shall be made in any of the covenants contained herein, and such default is not cured within the applicable cure period, it shall be lawful for Lessor and/or its designee exercise the rights set forth in the terms and conditions of this Lease.

29. Surrender of Premises Subject to the terms and conditions herein provided, it is agreed that at the expiration of the term of this Lease, or any sooner termination of the Lease, Lessee will quit and surrender the Property, in as good order and condition as reasonable use and wear thereof will permit, damage by the elements excepted. If the Lessee should hold over the said term with the consent, express or implied, of Lessor, such holding over shall be construed as a tenancy only from month to month, and the Lessee shall continue to pay the prevailing rent for such term as Lessee holds same.

29.1 Lessee shall, at Lessee's expense, comply with all applicable local, state and federal statutes, ordinances, rules, regulations, orders, polices and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the premises.

29.2 Lessee hereby accepts the property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the property, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent(s) have made any representation or warranty as to the suitability of the property for the conduct of Lessee's business.

30. Utilities and Gas The Lessee further agrees to pay all water, fuel, light, power, gas, telephone and all other utilities in or about the leased premises, and the Lessor shall in no way be responsible therefor.

31. Signs Lessee shall place no signs, flags, or posters or other advertising or promotional materials on the premises, on the exterior of the premises, or in the windows of the demised premises without having obtained Lessor's prior written consent, which consent may be withheld at the sole discretion of the Lessor; provided, however Lessee shall post such signs required by law.. Notwithstanding the foregoing, Lessee shall be entitled to place a sign on any shelter or equipment cabinet constructed by Lessee to identify the Lessee and/or to provide emergency contact telephone numbers, provided that said sign is affixed to said shelter or cabinet, is not illuminated, and does not exceed 12"x12"

32. On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the property to Lessor in substantially similar condition as received, broom-clean, ordinary wear and tear excepted. Lessee shall repair any damage to the property occasioned by the removal of its trade fixtures, furnishings, and equipment, which shall include the patching and filling of holes and repair of any structural damage.

33. Keeping Property Clean Lessee agrees to keep the leased property inside and outside clean and neat at all times.

34. Alterations and Additions Any alterations or addition of the premises, excepting movable furniture and machinery and trade fixtures, shall become part of the realty and shall belong to the Lessor upon termination of this Lease. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the communications equipment or any portion thereof.

35. Liens Created By Lessee Lessee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the property or other estate or reversion of the Lessor in the demised property or upon any building or improvement thereon, and should any such lien be filed, the Lessee at his own cost and expense shall bond or otherwise discharge the same within ten (10) days of the filing thereof.

36. Prohibition Against Lessee Lessee shall not, at any time, without first obtaining the Lessor's express written consent, which consent shall not be unreasonably withheld or delayed:

36.1 Change, whether by alteration, replacement, rebuilding, or otherwise, the exterior color or architectural treatment of the leased property, or the building in which the same is located, or any part thereof, whether the interior or exterior of said building, including the grounds therein.

36.2 Perform any act or carry on any practice which may damage, mar or deface the leased property or the building in which said property is located.

36.3 Install, operate or maintain in the leased property any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by Lessor.

37. Interest On Past Due Obligations Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at eighteen (18) percent per annum from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this lease.

38. Waiver By Lessor The waiver by the Lessor of any breach or breaches by the Lessee of any one or more of the covenants, agreements, conditions, or obligations herein contained or

the acceptance of any delinquent payments shall not bar the Lessor's right to declare a forfeiture or to employ any other rights or remedies of the said Lessor in the event of any subsequent breach of any such or other covenants, agreements, conditions, or obligations. Any entry and/or re-entry by the Lessor, whether had or taken under what is generally known as summary proceedings, or otherwise, as provided by the terms of this lease, shall not be deemed to absolve or discharge the Lessee from liability hereunder.

39. Reservation By Lessor Lessor reserves the right to make improvements and additions upon the real property, provided such do not interfere with Lessee's equipment or operations. Any such additions or improvements if not an integral part of the Lessee's property, shall be property of Lessor and shall not be deemed part of the property leased to Lessee.

40. Preparation Of Agreement This Agreement was prepared by the Prescott City Attorney, Attorney for Lessor. Lessee acknowledges that the aforesaid City Attorney has in no way represented or advised Lessee, and that Lessee has the option and right at all times hereof to obtain independent counsel of his own choosing in entering into this Agreement.

40.1 The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

40.2 The parties hereto expressly covenant and agree that in the event of litigation arising from this Lease, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law.

40.3 Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Lease, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Lease on behalf of the City is, at any time while the Lease or any extension of the Lease is in effect, an employee or agent of any other party to the Lease in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the Lease. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of the City of Prescott from any other party to the agreement arising as a result of this Lease.

41 All insurance must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a certificate is to be attached to the applicable insurance policy or binder.

42. Conditions Precedent. This Lease is subject to the following conditions precedent:

42.1 Lessee shall have the right at any time following full execution of this Lease to enter upon the Property and underlying real property for the purpose of making necessary engineering tests, inspections, environmental and title studies.

42.2 A title search, survey, geotechnical and/or environmental study and RF engineering analysis shall be allowed by Lessor to be performed by Lessee, which search, survey, study or analysis shall not reveal defects or abnormalities which Lessee, in its sole discretion, determines would interfere with or prevent Lessee's intended use of the property.

42.3 If Paragraph 42.2 is not satisfied or waived within six (6) months from the date of the approval of this Lease by the parties, the Lessee may terminate this Lease on thirty (30) days written notice without liability.

43. Title/Lien Waiver. Title to Lessee's communication equipment, antenna, cabling lines and all other property of Lessee ("Lessee's Facilities") shall be held by Lessee. Lessee's Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to removal all Lessee's Facilities at its sole expense before or within ninety (90) days subsequent to the expiration or earlier termination of the Lease; provided, however, that Lessee is not in default of the Lease and Lessee repairs any damage to the Leased Property caused by such removal.

44. In the event that the Lessee requires a co-Lessee on the Property to temporarily cease operations due to the installation, removal, repair or replacement of the Lessee's facilities, said request shall be made for the least amount of time required, and the Lessee shall reimburse said existing facility for any actual damages and/or loss of revenue resulting from said temporary cessation of service.

45. In the event that a co-Lessee on the Property requests the Lessee to temporarily cease operations due to the installation, removal, repair or replacement of the co-Lessee's facilities, then and in that event the Lessee shall cooperate with said request, subject to being reimbursed pursuant to Paragraph 44 above.

46. The parties hereto expressly covenant and agree that they will attempt in good faith to resolve any controversy or claim arising out of or relating to the operation of Paragraphs 44 and 45 of this Agreement through negotiation. If, however, a matter has not been resolved within a reasonable period of time, upon the written demand of either party, the matter shall be resolved by binding arbitration. The Prescott City Manager or his designee shall be the arbitrator of a dispute

regarding said paragraphs. A party desiring arbitration shall serve upon the other, a writing (the "Notice") describing, in general terms, the controversy. A copy of said Notice shall also be given to the Prescott City Manager. Within five (5) days after said Notice the other party shall serve upon the party demanding arbitration a writing (the "Response"), describing, in general terms, any additional issues to be arbitrated. A copy of said Response shall be given to the Prescott City Manager. Immediately upon receipt of the foregoing response the City Manager shall appoint a time and place for a hearing, which shall be held in accordance with the provisions of A.R.S. §12-1505. The decision of the Prescott City Manager shall be in writing, and shall be final and binding upon all of the parties.

DATED this _____ day of _____, 2014.

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

LESSOR:

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this
_____ day of _____, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney



AT&T SITE NUMBER: PR45 - 135 GRANITE
SWITCH ID: AZPRU4945 FA: 12813658
135 SOUTH GRANITE ST
PRESCOTT, AZ 86303
YAVAPAI COUNTY

ALL YOUR MAILING LABELS WILL BE PRE-UPDATED INSTANTLY IN ALL APPLICABLE, IF ANY, CURRENT EDITIONS OF THE FOLLOWING COLUMNS AS ADOPTED BY THE LOCAL MOVIE AND PHOTOLOGICAL SOCIETIES. NOTHING IN THESE PLANS IS TO BE CONSIDERED TO PERTAIN TO ANY OTHER EDITIONS OF THE FOLLOWING COLUMNS.

CLIENT REPRESENTATIVE		SITE ACQUISITION	
COMPANY:	EMART, INC., LLC	COMPANY:	EMART, INC., LLC
ADDRESS:	11000 W. 11TH AVENUE	ADDRESS:	11000 W. 11TH AVENUE
CITY/STATE, ZIP:	LAKEWOOD, CO 80232	CITY/STATE, ZIP:	LAKEWOOD, CO 80232
CONTACT:	TRAVIS A. MUEHL	CONTACT:	TRAVIS A. MUEHL
COMP. ACT.:	ASIAN ENTERTAINMENT	COMP. ACT.:	ASIAN ENTERTAINMENT
TEL. NO.:	(303) 751-0200	TEL. NO.:	(303) 751-0200
FAX NO.:	(303) 751-0200	FAX NO.:	(303) 751-0200
E-MAIL:	travis@emartinc.com	E-MAIL:	travis@emartinc.com

[illegible]

COM-2 JANY
AKA: MILWA
CITY, 8/14/82, DF:
CON- ACT
PHONE
S. MAL
AT&T
FELSO R. 1A1UMV 84029
P-AEINT, AD 88326
CASEY O'NEILL
TRU
enact 7 August 89 97

ADDRESS:
CITY & STATE ZIP
COUNTY STATE
FISCAL REGION
EVAL

APPLICANT'S FSS#

 R&I
We can't pretend

PO BOX 3 TATUM BLVD NCE
MADRID, N. M. 87201-0003

NAME _____
 ADDRESS _____
 CITY/STATE/ZIP _____
 COUNTRY _____
 PHONE _____
 E-MAIL _____

[illegible][illegible][illegible]

		GSM		UMTS	
Tx	800	217.0 MHz		87.5	87.5
	820	251.4 MHz	10.5	17.5	17.5
Rx	820	251.4 MHz	10.5	17.5	17.5
	875	217.0 MHz	10.5	87.5	87.5
		814	824.4 MHz	175.5	175.5
		875	875.0 MHz	175.5	175.5
		1500	1517.0 MHz	175.5	175.5
		1500	1500.0 MHz	175.5	175.5
MAX ERP:		800 - 24 WATTS		800 - 24 WATTS	

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THE DOCUMENTS AND AUTHORIZE THE SUBCOMMISSION TO PROCEED WITH CONVICTION OF BECAUSE - 10-10-11 ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUREAU OF INVESTIGATION AND MAY BE USED FOR THE PURPOSES OF THE SUBCOMMISSION.

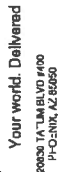
DATE	SIGNATURE	DESIGN
		ARCHITECT
		ARCHITECT
		SITE ACQUISITION
		CONSTRUCTION MANAGER
		PROPERTY OWNER
		OWNER
		PROJECT MANAGER

DO NOT SCALE DRAWINGS

THE FACILITY IS UNARMED AND NOT 204 HUMAN HABITATION A TERRORIST WILL VISIT THE SITE AS REQUIRED FOR NO IT MEANS TERROR. THE PROJECT WILL NOT "HOLD" IN ANY SLOW-KANT DISTURBANCE OR EFFECT CAN BE MANAGED, NO BARRIER AS THE TERRORIST, PORTABLE WATER, ON TASHA CAMPUS, THE TERRORIST AND NO CONSUME SOCIAL BARRIERS IS

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Sheet	Description
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1-100	FILE SHEET



605 W. KNOX RD #219
TEMP- AZ 65284

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135 GRANITE
PR45
135 S. GRANITE STREET
PRESCOTT, AZ 86303
YAVAPAI COUNTY

ISSUED BY	JC	ORDERED BY	VD
0-221 TITLE		TITLE SHEET	
PROJECT NUMBER		REV	
		T-1 0	



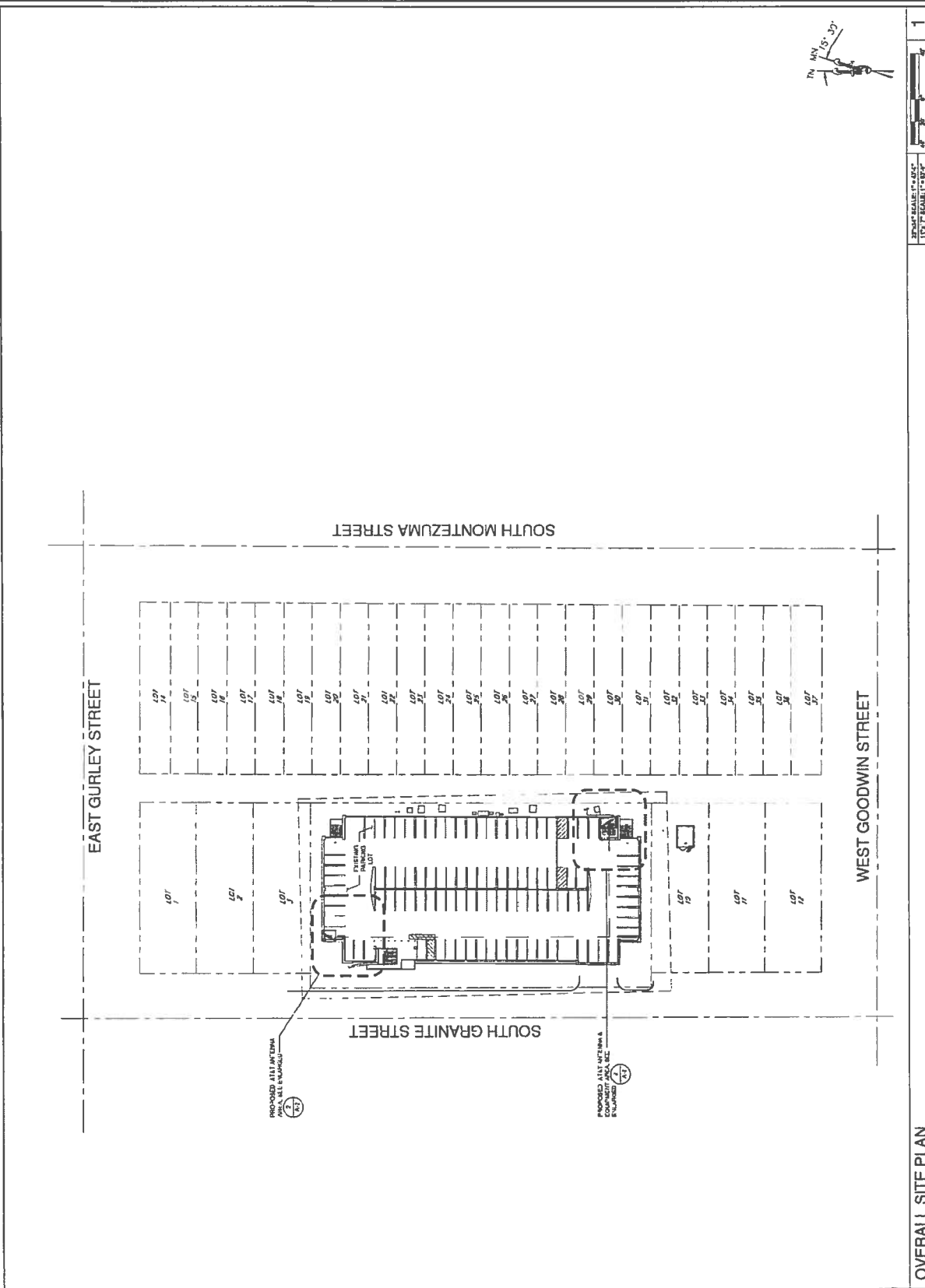
Your world. Delivered
 20330 JALUMBA WAY #400
 PHOENIX, AZ 85050



smartlink
 805 W. KNOX RD #210
 TEMPE, AZ 85284

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PROJECT INFORMATION	135 GRANITE PH45 135 S. GRANITE STREET PRESCOTT, AZ 86303 YAVAPAI COUNTY	
DRAWN BY:	JC	CHECKED BY: VD
SHEET TITLE		
OVERALL SITE PLAN		
SHEET NUMBER	A-1	0



THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF SMARTLINK, LLC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SMARTLINK, LLC.



06.30 TATUM BLVD #400
DUNELLY AZ 85020

630 TATUM BLVD #200
UNION CITY, AZ 85050

*THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY & CONFIDENTIAL TO AIA (S) WHEREAS ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AIA'S WORKS IS IN STRICTLY PROHIBITED.

[smarlink](#)

REV.	DATE	REVISION DESCRIPTION	REV. NUMBER	DATE	REVISION DESCRIPTION
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A	7/18/03				

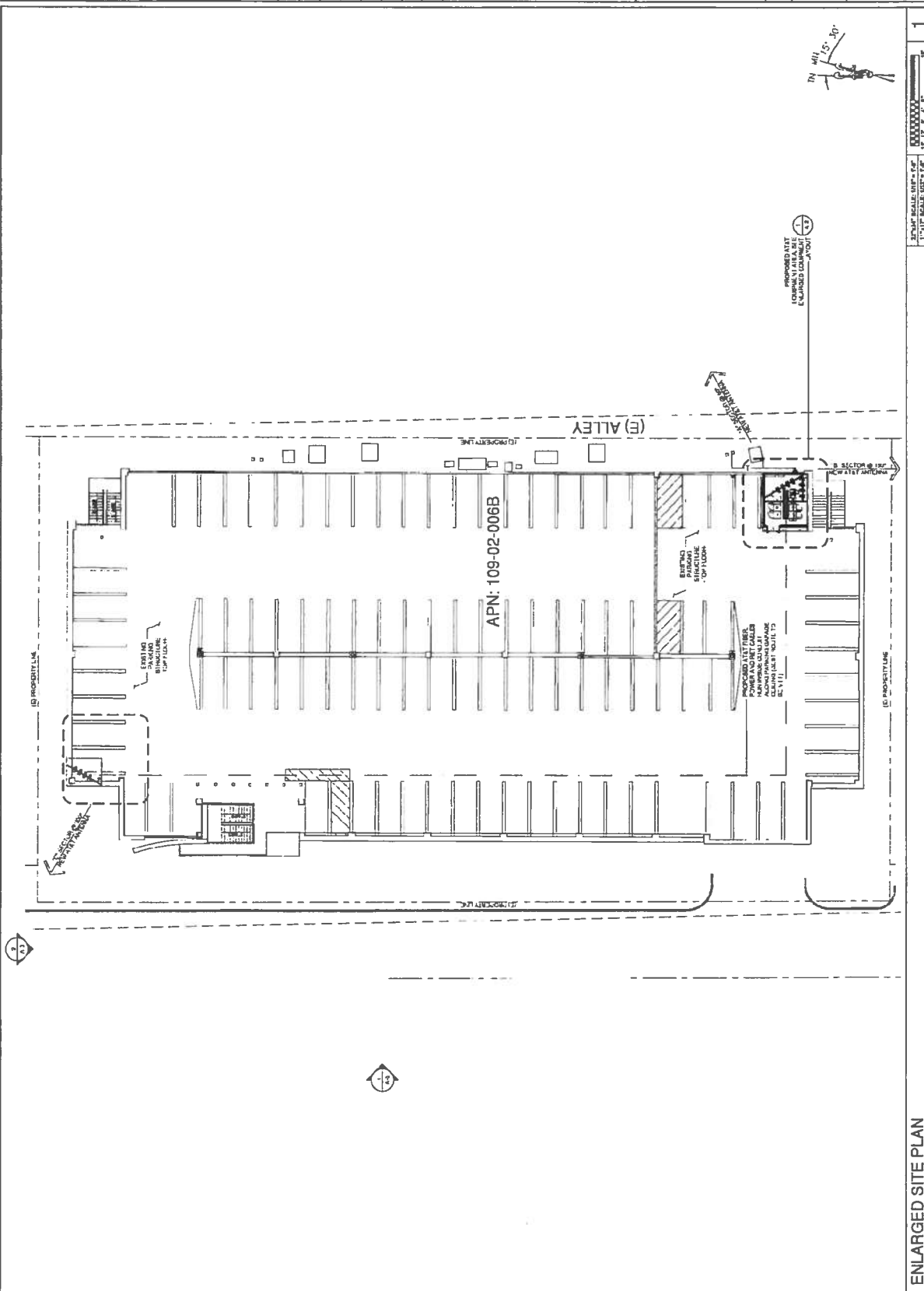
ADDITIONAL INFORMATION

135 GRANITE
PR45
135 S. GRANITE STREET
PRESCOTT, AZ 86303
YAVAPAI COUNTY

DRAWN BY	JC	CHECKED BY	VD
SHEET TITLE			

UNIT NUMBER	REV.
-------------	------

A-1.1.10



ENLARGED SITE PLAN

INVESTIGATOR'S COMMENTS: THIS DOCUMENT AND THE USE THEREOF ARE THE PROPERTY OF INTELLECTUAL PROPERTY, LLC. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM INTELLECTUAL PROPERTY, LLC. ALL RIGHTS ARE RESERVED.



Your world. Delivered
 20337 TALUM BLVD SUITE 400
 PHOENIX, AZ 85060



smartlink
 635 W. ARIZONA RD. #110
 TEMPE, AZ 85284

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS THE PROPERTY OF SMARTLINK, LLC. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF SMARTLINK, LLC.

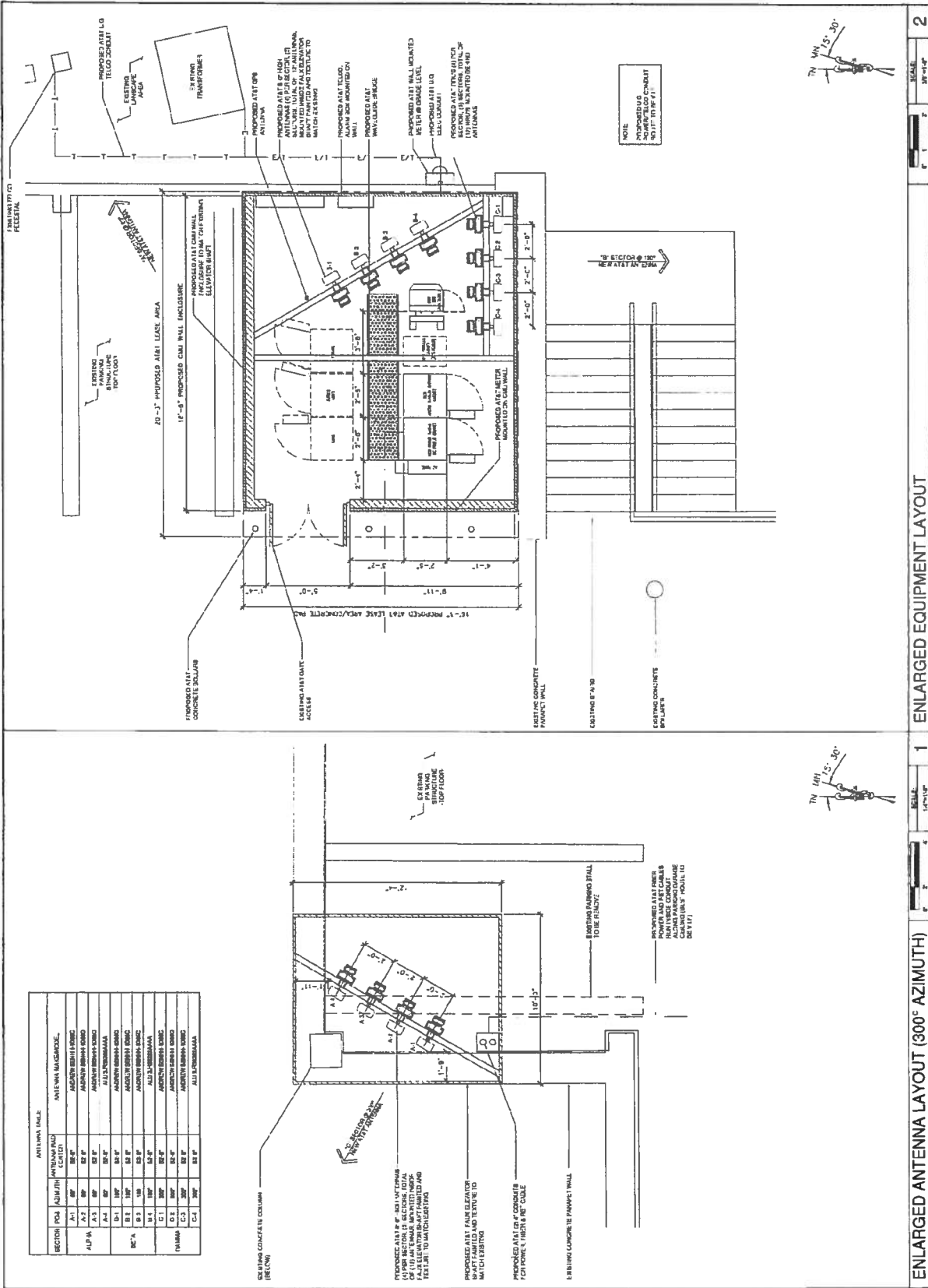
REV	DATE	REVISION DESCRIPTION
0	01/18/2010	100% DESIGN CHANGES
1	01/18/2010	REVISED FOR PERMITS

PROJECT INFORMATION

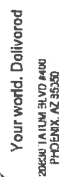
135 GRANITE
PR45
 135 S. GRANITE STREET
 PRESCOTT, AZ 86303
 YAVAPAI COUNTY

DRAWN BY: JC
 CHECKED BY: VD
 SCALE: 1" = 10'-0"

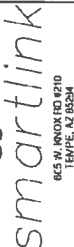
SHEET NAME: A-2
 SHEET NUMBER: 0



ENLARGED ANTENNA LAYOUT (300° AZIMUTH)



THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS UNCLASSIFIED & CONFIDENTIAL. TO AVOID ANY USE OR DISCLOSURE OTHER THAN THAT RELATED TO ATAT WFLC IS ISSUING "LYNCHING"

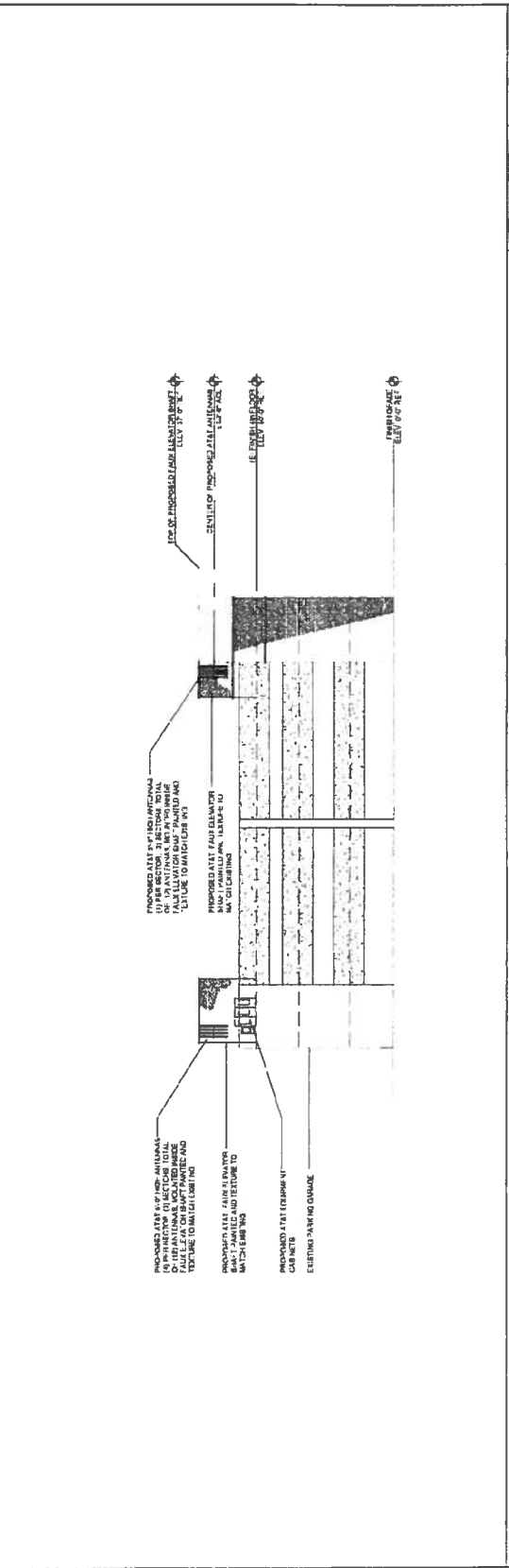
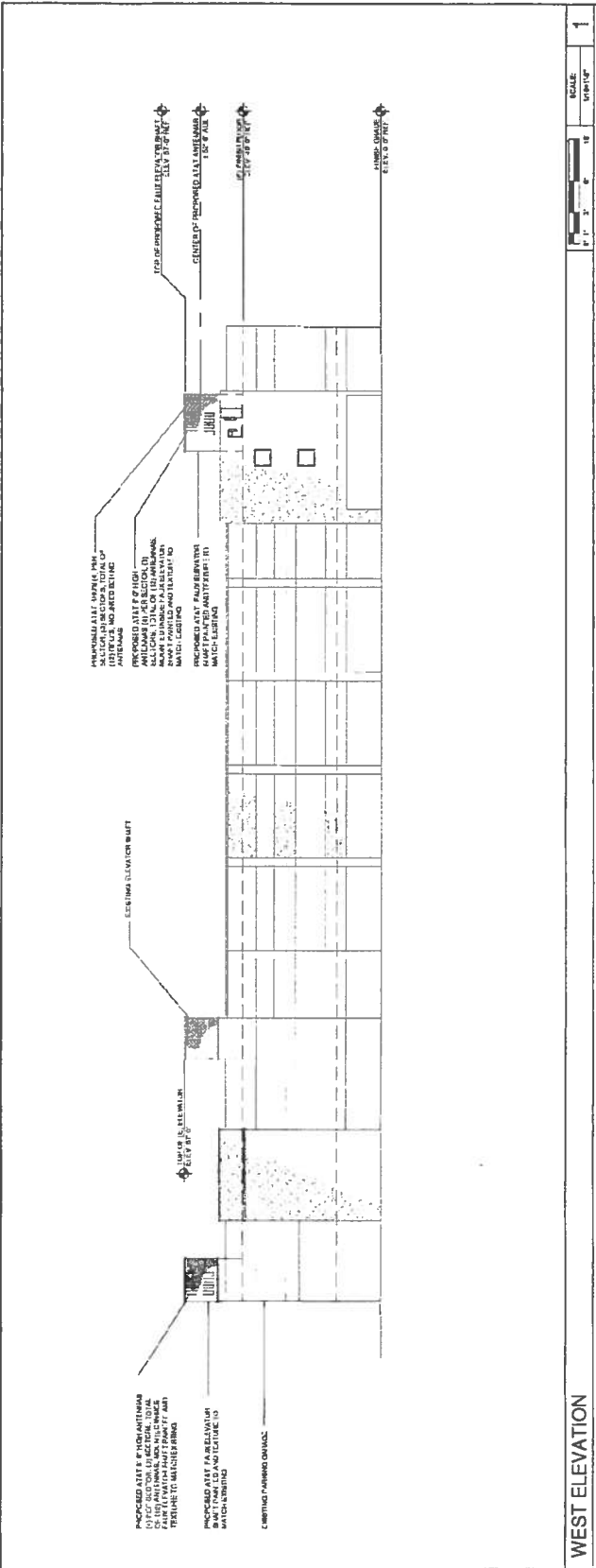
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RESEARCH DESIGN AND METHODS

135 GRANITE
PR45
135 S. GRANITE STREET
PRESCOTT, AZ 86303
YAVAPAI COUNTY

DATE	TIME	BY	JC	CHICKEN BODY	VD
NORTH & WEST ELEVATION					
SHEET TITLE					
SHEET IN BOOK					
IN					

A-3	0
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NORTH ELEVATION

THE FOLLOWING INFORMATION IS FOR THE USE OF THE CUSTOMER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE.

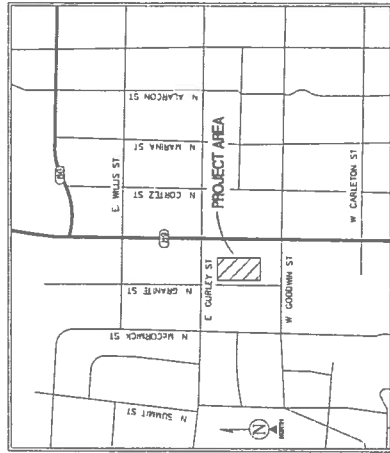


EXHIBIT A-2
A-2.1

DIRECTIONS TO SITE
FROM THE INTERSECTION OF TATUM BLVD. AND W. CARRILLO ST. TAKE RAMP ONTO A-2-101
LOVE WEST TAKE LEFT 2ND-2ND TO MERGE ONTO I-17 NORTH
TOWARDS FLAGSTAFF, TAKE EXIT TOWARDS A-2-69, SLIGHT LEFT
ONTO A-2-69, CONTINUE ONTO EAST GURLEY ST. TURN LEFT ONTO
SOUTH GRANITE ST. THE INJECTION WILL BE ON THE LEFT.

UTILITY NOTES
SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN
HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING
THE UTILITIES AND RELOCATING OR REPLACING ANY UTILITIES PRIOR
TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT
IS THE RESPONSIBILITY OF THE CONTRACTOR.

BENCHMARK
PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED
ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS "GEOID 12"
MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED
FROM THE NAVD83 DATUM. ELEVATIONS ARE REFERENCED TO NAVD83

LESSOR'S LEGAL DESCRIPTION

TO BE FLOWED BY TITLE

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE
NA83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE
ZONE CENTRAL DETERMINED BY GPS OBSERVATIONS

SURVEY DATE
07/10/2013

SURVEYOR'S NOTES
SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS
TO DETERMINE ANY DEFECT IN TITLE ISSUED. THE BOUNDARY
SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND
DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY

FLOOD ZONE
THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE AE
& X AREAS THE 1% ANNUAL FLOOD (100-YEAR FLOOD). THE
SPECIAL FLOOD HAZARD AREA "AE" IS THE AREA SUBJECT
TO FLOODING WITH AN ANNUAL CHANCE OF FLOODING OF 1%
FLOOD ELEVATION OF ZONE "AE" IN THIS AREA IS 5344 (NORTH
AMERICAN VERTICAL DATUM 1988). ACCORDING TO FEDERAL
EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE
MAP(S), MAP ID #04025C2081G, DATED SEPTEMBER 03, 2010.

20030 N. TATUM BLVD., SUITE 400
PHOENIX, AZ 85020
PHONE: 602.415.1973

PROJECT INFORMATION:

PR45
135 SOUTH GRANITE STREET
PRESCOTT, ARIZONA 86303

ORIGINAL ISSUE DATE:
07/23/2013

REV. DATE: DESCRIPTION: BY:

PLANS PREPARED BY:

14032 DE EASTGATE WAY, SUITE 260
PHOENIX, ARIZONA 85024
TEL: 602.774.4441 FAX: 602.774.4440

CONSULTANT:

1001 SOUTH PINE ST. #102
TEMPE, ARIZONA 85284 (602)943-1873

DRAWN BY: CHK.: APP.:
DH MF MF

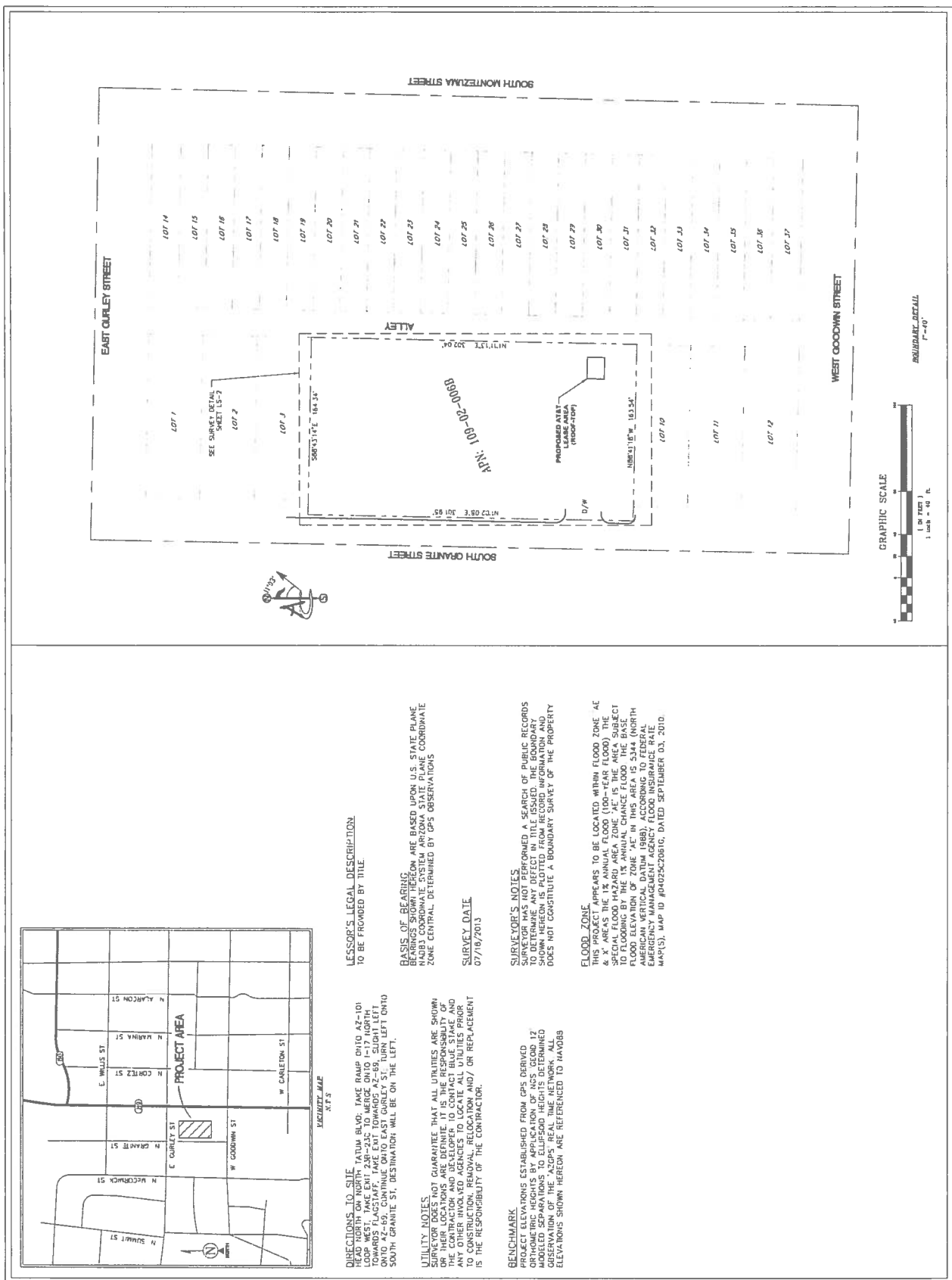
LICENSER:

SHEET TITLE:

OVERALL DETAIL

SHEET NUMBER:

LS-1



TITLE REVIEW MEMORANDUM

TO: New Cingular

FROM: ***Richard Q. Nye, Ltd.***

9141 E. Hidden Spur Trail, Suite 105
Scottsdale, Arizona 85255
Phone: 602-712-9900 Fax: 602-926-2584
e-mail: nye@nyeltd.com

DATE: July 9, 2014

RE: Wireless Site No: **PR45 135 Granite**

TITLE REPORT: Great American/First American Title Insurance Company,
No: 21303755.

The referenced report ("Title Report") is a commitment to issue title insurance.

Any changes in the public land records after the effective date are not shown on the Title Report.

A. EFFECTIVE DATE OF TITLE REPORT: **June 18, 2014**

B. OWNERSHIP:

According to the Title Report, the record owner of the property (as of its effective date) is: City of Prescott, an Arizona municipal corporation.

C. PREMISES: Exhibit A. Address: 133 S. Granite Street, Prescott, AZ.

D. TAXES: Tax map information: 109-02-006B.

E. MORTGAGES OR DEEDS OF TRUST: None Shown.

F. JUDGMENTS/ BANKRUPTCIES/ OTHER LIENS:

- i. Judgments: None shown
- ii. Bankruptcies: None shown
- iii. Other Liens: None shown

G. LEASES/ LICENSES:

None shown.

H. RESTRICTIONS:

None shown which affect the proposed site.

I. EASEMENTS:

The impact of any easement on the site cannot be evaluated. An engineer should plot each easement on a survey to determine the effect, if any on the proposed site.

J. VIOLATIONS: None shown.

K. CONCLUSION:

For purposes of this Memorandum, we have assumed that the property described in the Title Report is the same as the proposed site.

The Title Report indicates that as of the Effective Date the owner is City of Prescott, an Arizona municipal corporation. Any lease or other documentation must show the owner's name in exactly this way.

Our title analysis is based upon a review of the documents of record supplied to us by Great American/First American Title Insurance Company without the benefit of a survey of the proposed site, knowledge of the location of the proposed facility, knowledge of the location of any easements and rights-of-way, inspection of the property, review of any proposed lease or plan for improvements or review of any materials not included in the title report.

NOTES TO TITLE REVIEW MEMORANDUM

1. **TITLE REPORT.** Before entering into a transaction in reliance upon the Title Report, we recommend that it be continued or updated to the date you record your interest. The date an interest is recorded determines its priority regardless of when it was created. In order to protect your interest from losing its priority to a later created interest, you should immediately record your interest.

2. **AUTHORITY OF ENTITY.** If the landlord is a business entity and not a natural person we recommend that at the time of execution of the lease by the landlord you require a letter from the landlord's counsel containing substantially the following language, "(Entity) has taken such action as is necessary to authorize it to enter into [describe lease by reference to the Premises, for example: "a lease of its property at (address)"] and [name of person signing] has the authority to sign the lease for the landlord." If you purchase the Premises, we recommend that you obtain title insurance and observe the customary closing formalities to assure that you obtain good title.

3. **TAXES.** The lien for unpaid taxes, whether due before or after you lease is noted of record, is superior to the lease and other interests in the property.

4. **MORTGAGES.** Unless you obtain a non-disturbance agreement from the Lender(s), your lease could be terminated without compensation to you if the Owner defaults and the Mortgage is foreclosed. For purposes of this Title Review, the term "Mortgage" includes Deeds of Trust.

5. **LIENS.** An unpaid supplier of work or materials may claim a mechanic's lien which may be effective and have priority over your interest although no indication of it appears in the Title Report. At the time you enter into a transaction with the owner, you should inspect the property for evidence of recent work and you should require satisfactory assurances that no mechanic's lien can become superior to your interest or, in the alternative, a satisfactory indemnity.

Governmental and quasi-governmental agencies may impose assessments on real property. It is possible the assessment may not appear in the Title Report, but it may still impose a lien on the property which is a priority over your interest. You should investigate the possibility of an assessment with the city and county authorities and require a representation from the landlord/seller of the property that there have been no notices of any possible assessments.

In addition, there may be environmental issues affecting the property which could cause any owner or user of the property to have liability and which may create a lien with priority over your interest. Environmental matters may not appear on the Title Report.

6. LEASES/LICENSES. Under State law, occupancy is constructive notice to everyone of the rights of the occupant even if the occupant's lease is not recorded and even if the occupant is in possession of only part of the Premises. Therefore, you should determine whether any part of the Premises is occupied or used by anyone other than the Owner, and, if so, you should make inquiry in order to be certain that any such occupant does not have an interest in the Premises that would be superior to your interest and that could interfere with your plans for the Premises.

7. SUBDIVISION. If the Premises are only part of a larger parcel which has not been subdivided or split under applicable law, we recommend checking to determine whether subdivision approval is required under local law.

RICHARD Q. NYE, LTD.

By: Richard Q. Nye/blm

COMBINING LOTS 4-9 AND AN ABANDONED PORTION OF GRANITE STREET INTO LOT 4R.
BLOCK 13 PRESCOTT ORIGINAL TOWNSHIP PER BOOK 4 OF MAPS AND PLATS PAGE 22.
LOCATED IN SECTION 4, T13N, R24W, G1A AND SALT RIVER BASIN AND MENDOTA,
CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA

CONTINUED ON REVERSE PAGE

WAS, THIRTY OF PRESENT, A SALVAGE CORPORATION, HAS SHOWN UNDER THE NAME OF "PLAY OF A PORTION OF BLOCK 12, PRESENT ORNAMENTAL TOWNSHIP." A PORTION OF SECTION 4, TOWNSHIP 13 NORTH RANGE 2 WEST, DE LA PLATA COUNTY, MONTANA, YAMPA COUNTRY, FEDERAL IS REFLECTED ON THIS PLAN AND HEREBY PUBLISHED HIS PLAN AS AND FOR THE PLAY OF "PLAY OF A PORTION OF BLOCK 12, PRESENT ORNAMENTAL TOWNSHIP" AND HEREBY DECLARES THAT:

1. That Plaintiff is entitled, through the location and positioning of Lot 4B and that it shall be known as the location by which it is determined on this plat.

IN WITNESS WHEREOF, THE CITY OF PEABODY HAS HERETOFORE CAUSED ITS SEAL TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE REMOVAL OF NOTAL SIGNATURE.

WITNESSED AND ATTESTED this 16th day of August, 2004.

THE OFFICE OF THE ATTORNEY GENERAL
STATE OF NEW YORK
JAMES E. COUGHLIN, ATTORNEY GENERAL

STATE OF ARIZONA }

ON THE 12TH DAY OF AUGUST 2004, BEFORE ME, THE UNDERSIGNED
NOTARY PUBLIC, DO POSSIBLY APPEAR ROLAND SANCHEZ, MAYOR OF THE CITY OF
LOS ANGELES, A TELEPHONE CONVERSATION. THE DIVERS OF THE REAL PROPERTY PLATED
HEREIN, AND AS SUCH OBTAINED THE FORDOWN SETTLEMENT FOR THE PURPOSES
HEREIN COMPOSED.

Spencer D. Carson
NOTARY PUBLIC

BY OCCASION OF: Aug. 8, 1975



CITY OF MEMPHIS
 P.O. BOX 2008
 MEMPHIS, AL 38102

LAND SURVEYORS:
HILL/James D. Hill, Jr., P.E.
144 S. 1st St., Box 102
144 S. 1st St., Box 102
144 S. 1st St., Box 102
(202) 771-1725

COATS CONTRACTING FOR IMPROVED AIR/SEA LAND TIE BARGE
SERVICES FOR LION OILCORP AND DEVELOPMENT INC., 400-24,
DOUGLAS BUILDINGS FOR UNIMPROVED MAP OF "BLACK IS OCEAN"
TOWNSHIP ON FILE WITH THE CITY OF PRESTON PUBLIC WORKS DEPARTMENT
OFFICIAL RECORDS

H.P. HHS AND PLTS
 L.S. LAND SURVEYS
 T.C.B.A. TAMPA COUNTY RECORDS OFFICE

ACCEPTANCE CRITERIA

THE BOARD AND CITY COUNCIL OF THE CITY OF PEACHTER, ALABAMA, ON THIS
11th DAY OF AUGUST, 2003, RESOLVED UNANIMOUSLY THAT
RECALL.

PROPERTY COUNTY THAT THIS DISPLAY IS IN COMPLIANCE WITH THE 2004 CDDC REGULATIONS OF THE CITY OF PUEBLO.

INDUSTRY CENTER THE PRO PROJECT IS IN COMPLIANCE WITH THE
SUNSHINE ACT OF THE CITY OF PEABODY.

hashtellamand
PUNE VIGILANCE

ON THE WAY OF PRELIMINARY PLANNING AND TOWARD OBTAINING THE
USCIBT ZONES FOR THE PROPERTY PLATTED HEREON IS BLANKET-8

THE STATE OF ARIZONA, THAT THIS MAP WAS PREPARED UNDER AN AUTHORITY, BASED ON THE RECORDED AND UNRECORDED DOCUMENTS AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

James P. ...
JAMES P. ...

3755101

City of Lowell
August 18 AD 1904

AT 2:45 O'clock P M

BOOK 51 OF MAPS AND PLATS

REPORTS OF VARIOUS COUNTRIES, AMONG

Early Learning Goals

16 May 1968

146 EAST WISCONSIN

TEL 771-1720
FAX 779-8220

DRUM	AD	BRD	7/14/94
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EXHIBIT "A"

LOT 4R, OF A REPLAT OF A PORTION OF BLOCK 13, PRESCOTT ORIGINAL TOWNSITE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 51 OF MAPS, PAGE 1.

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Community Development

AGENDA ITEM: Approval of PP14-001, Preliminary Plat of Sierry Peaks Heights, a 6-lot subdivision encompassing approximately 3.28 acres [Zoning: Single-family 18 (SF-18); Property Owner: Alan R. Payne Revocable Trust; APN 115-10-004M]; and Water Service Agreement No. 14-010 (City Contract No. 2015-079)

Approved By:

Date:

Director:	Guice, Tom	12/09/2014
City Manager:	McConnell, Craig	12/11/2014

Item Summary

The Sierry Peaks Heights Preliminary Plat will create a six-lot residential subdivision on the west side of Sierry Peaks Drive. The lots range in size from 18,017 square feet to 21,807 square feet, compliant with the SF 18 zoning district. Lots 1, 2, 5, and 6 front directly on Sierry Peaks Drive. Lots 3 and 4 are designed to share a common driveway to Sierry Peaks Drive, thereby avoiding an open space parcel owned by the Forest Trails Homeowner's Association.

Background

The subject property is 3.28-acres in size. The Forest Trails PAD (Unit 1) community aligns with the north side of Sierry Peaks Drive and is zoned SF-12 with lot sizes ranging from just below 6,000 square feet up to 15,000 square feet. The Sierry Peaks Heights subdivision will create slightly larger lots compatible with the existing development nearby. As a standard subdivision plat, common property is not proposed nor is it required.

Four of the lots are nearly at grade with Sierry Peaks Drive. Lots 3 and 4 lie several feet below the street grade. Access and utility easements are proposed within the common driveway for lots 3 and 4.

Adequate water and sewer utilities exist in Sierry Peaks Drive. An engineered open channel system along the rear of the lots (the south side) and along the Sierry Peaks Drive frontage of lots 4, 5 and 6 will convey drainage.

A Water Service Agreement for 2.1 acre-feet of water accompanies the plat to reserve

AGENDA ITEM: Approval of PP14-001, Preliminary Plat of Sierry Peaks Heights, a 6-lot subdivision encompassing approximately 3.28 acres [Zoning: Single-family 18 (SF-18); Property Owner: Alan R. Payne Revocable Trust; APN 115-10-004M]; and Water Service Agreement No. 14-010 (City Contract No. 2015-079)

and account for the water demand anticipated for the six-lot residential subdivision which lies within the Prescott Active Management Area.

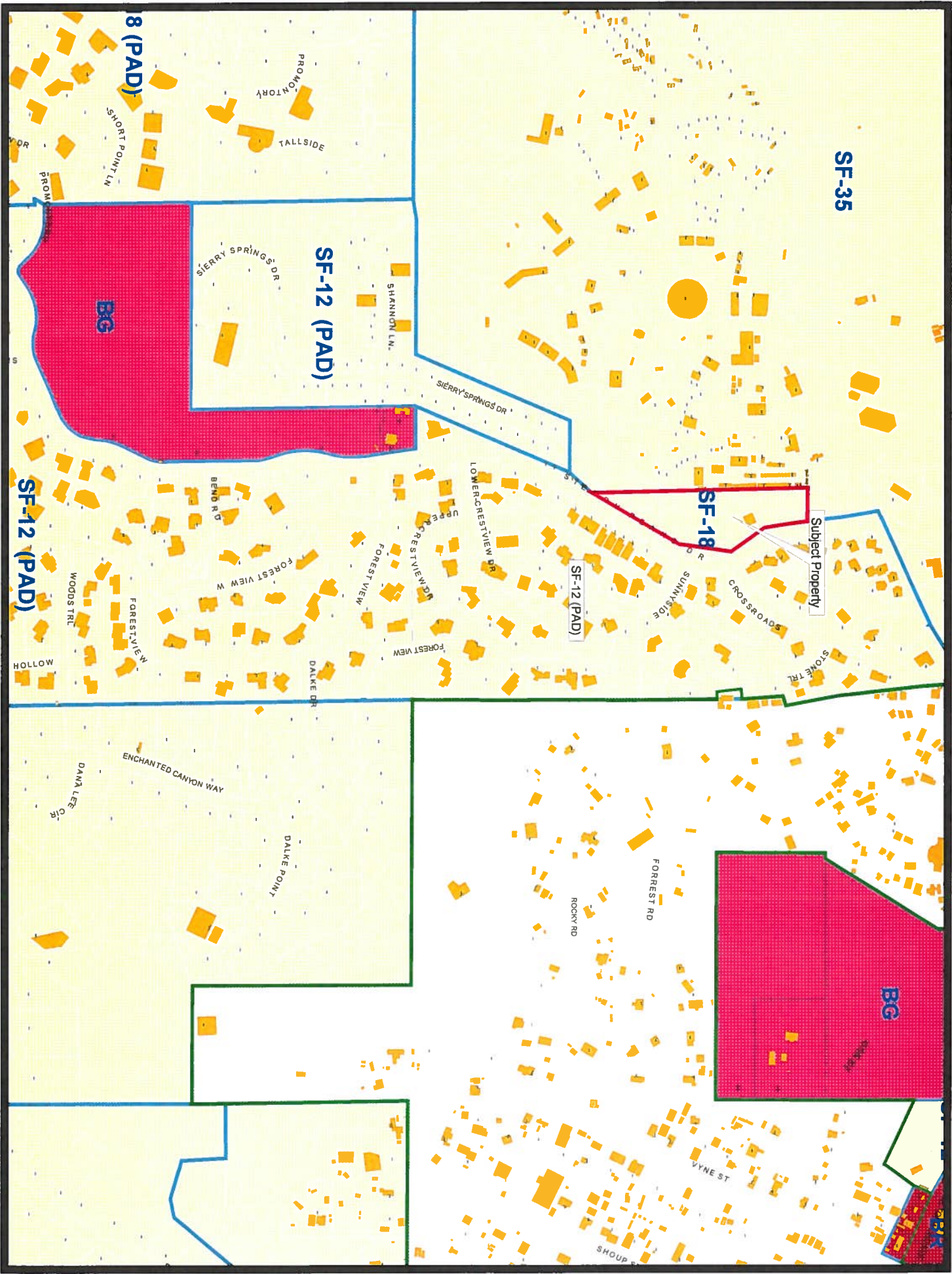
Planning and Zoning Commission Recommendation

At their regularly scheduled meeting on November 30, 2014, the Planning and Zoning Commission voted unanimously to recommend approval of PP14-001, the Preliminary Plat of Sierry Peaks Heights, a six-lot subdivision, as proposed.

Attachments

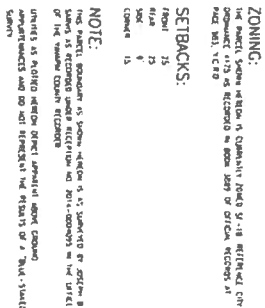
1. Vicinity/Zoning Map
2. Aerial Map
3. Preliminary Plat
4. Water Service Agreement No. 14-010 (City Contract No. 2015-079)

Recommended Action (separate motions): (1) **MOVE** to approve PP14-001, the Preliminary Plat of Sierry Peaks Heights; and (2) **MOVE** to approve Water Service Agreement No. 14-010 (City Contract No. 2015-079).





A SUBDIVISION OF APR 115-10-0044
CREATING 6 LOTS ON 3.0 ACRES
A PORTION OF THE N.E. QUARTER, SECTION 30
TOWNSHIP 14 NORTH, RANGE 2 WEST
CLAY AND SALT RIVER UTERRAUX,
CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA



the Pacific Northwest to the Southwest, as shown in Fig. 1d. In addition, the Pacific Northwest has the highest number of earthquakes with magnitudes greater than 7.0 (Fig. 1e).

[illegible]

(U) "Conf." ref. BU-10 ON NY 98011 AMERICAN AIRCRAFT SALES CO. 146A
146B - 1981

THE COMPANY OFFICIAL WORKS SECTION IS 7 1981



ELECTRONIC COPY OF ORIGINAL OBTAINABLE WITH HELIOPHANT ENGINEERING, INC.		KELLEY & MIZE ENGINEERING, INC. 114 GARDEN AVE. S.W. ATLANTA, GA 30303 (770) 378-2750	DATE	DATE	DATE
			DATE	DATE	DATE
			1 OF 1		

OWNER:
101 AVALON PARK EYE/CENT LIVING TRUS
C/O 101 AVALON PARK EYE/CENT LIVING TRUS
MAY 10, 2012
AVALON & PARKWAY, 101/111
201 E. AVALON TRAIL AND
PARKWAY, AVALON, MO 65012
(660) 219-0345
(660) 360-0016

CIVIL ENGINEER:
LAND SURVEYOR:
RECEIVED/POST LICENSED/PROF. INC.
CARRY A QUALITY P.C. 21400
CONSTRUCTION A. HANDEL 5 48100
116 CANYON AVE. S.W.
FREDERICK, MD 21701
(410) 771-1130

AGREEMENT FOR POTABLE WATER (WSA No. 14-010)
PAYNE
City Contract No. 2015-079

WHEREAS, Alan R. Payne (hereinafter referred to as "Applicant"), is the owner of certain real property within the City of Prescott; and

WHEREAS, Applicant desires to obtain provision of potable water to said property from the City of Prescott (hereinafter referred to as "City"); and

WHEREAS, Applicant contemplates constructing six (6) single family dwelling on the Property, for a total of six (6) residential dwelling units; and

WHEREAS, Prescott City Code Section 2-1-12(H) requires that an agreement be reached between the City and the Applicant in order to provide potable water; and

WHEREAS the City Council finds that compliance with this Agreement by the Applicant shall result in:

1. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to, the adopted Water Management Policy of the City; and
2. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to the adopted General Plan of the City; and
3. The project or development being consistent with and conforming to, furthering the implementation of, and not being contrary to any other applicable adopted plans, including but not limited to Specific Area Plans, Circulation Plans, Capital Improvement Plans, Open Space and Trail Plans, Neighborhood Plans, Local Historic District Plans, growth planning or growth management plans, and redevelopment plans; and
4. The project being in accord with the duly adopted City of Prescott Water Budget.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That this Agreement shall relate to that property described as Yavapai County Assessor Parcel Number 115-10-004M, more particularly described in the attached Exhibit "A" and Exhibit "B" (hereinafter referred to as the "Property").
2. The City will designate 2.1 acre-feet annually of potable water to serve the Property, subject to the following:
 - A. Applicant shall be solely responsible for the costs of any water and sewer main extensions or upgrades required by the City to serve the Property.

B. Applicant shall connect the Property to the City's Sanitary Sewer System, and shall be responsible for any and all costs associated therewith, before water service to the property is initiated.

C. Any change in use of the Property exceeding a total of six (6) residential dwelling units shall result in the termination of this Agreement.

D. The quantity of 2.1 acre-feet annually of potable water shall be reserved for the Property for a period of five (5) years from the date of this Agreement, which quantity shall be made available upon issuance by the City of a certificate of occupancy for six (6) residential dwelling units. In the event the Applicant has not satisfied all requirements for issuance of said certificate of occupancy within said five (5) year period, this Agreement shall automatically terminate, and in such case neither the Applicant shall have any entitlement to, nor shall the City have any obligation to provide, potable water for this project.

E. In the event that the six (6) dwelling units identified on the preliminary plat are reduced in the final plat, then and in that event, the amount of potable water set aside for the Property pursuant to this Agreement shall be reduced by .35 acre feet for each such dwelling unit not constructed.

F. The installation of any well on the Property, or the use of water on the Property from any other exempt well (less than 35 gpm), shall result in the termination of this Agreement.

G. Any lot splits of the Property shall result in termination of this Agreement and require a new water service agreement.

3. This Agreement shall run with the land, and shall be binding upon the Applicant's successors in interest and assigns.

4. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.

5. That the Applicant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Applicant or its agents or employees.

6. Although this Agreement has been drafted by the Prescott City Attorney, it is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

7. Time is of the essence in this Agreement. The failure of either party to require strict performance of any provision of this Agreement shall not be deemed a waiver of the right of said party

thereafter to require strict performance of that or any other provision of this Agreement in accordance with the terms hereof, and without notice.

8. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

9. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

APPLICANT:

Alan R. Payne

STATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Alan Payne, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that they executed it.

[Seal]

Notary Public

CITY OF PRESCOTT:

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA DELONG
City Clerk

JON PALADINI
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Marlin Kuykendall, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]
[Seal]

Notary Public
Notary Public

Exhibit A

All that portion of Section 30, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at a brass cap at the West quarter corner of said Section 30;

Thence South 89°42'30" East, for a distance of 2273.70 feet;

Thence North 23°12'10" East, for a distance of 688.79 feet;

Thence North 42°13' East, for a distance of 119.45 feet to a point on the Westerly right of way line of Sierry Peaks Drive;

Thence North 30°39'30" East, for a distance of 38.25 feet to the TRUE POINT OF BEGINNING and the Southwest corner of this parcel;

Thence North 00°52' West, for a distance of 860.49 feet to the Northwest corner of this parcel, along the East line of that parcel described in Book 2755 of Official Records, page 135;

Thence North 89°08' East along a property line described in Book 2755 of Official Records, page 135, for a distance of 118.34 feet to the Northeast corner of the parcel described herein to the West line of Sierry Peaks Drive as set forth in plat recorded in Book 23 of Maps, page 29;

Thence South 07°35'30" East along said West right of way line, for a distance of 43.11 feet;

Thence South 09°02' East along said West right of way line, for a distance of 127.75 feet and the West line of Tract C of FOREST TRAILS, UNIT ONE, according to the plat of record in Book 23 of Maps, page 29, records of Yavapai County, Arizona;

Thence continuing along the West line of said Tract C, South 08°06' West, for a distance of 215.0 feet to a point on the West right of way line of said Sierry Peaks Drive;

Thence continuing along the West right of way line of said Sierry Peaks Drive, South 30°39'30" West, for a distance of 393.88 feet to the POINT OF BEGINNING.

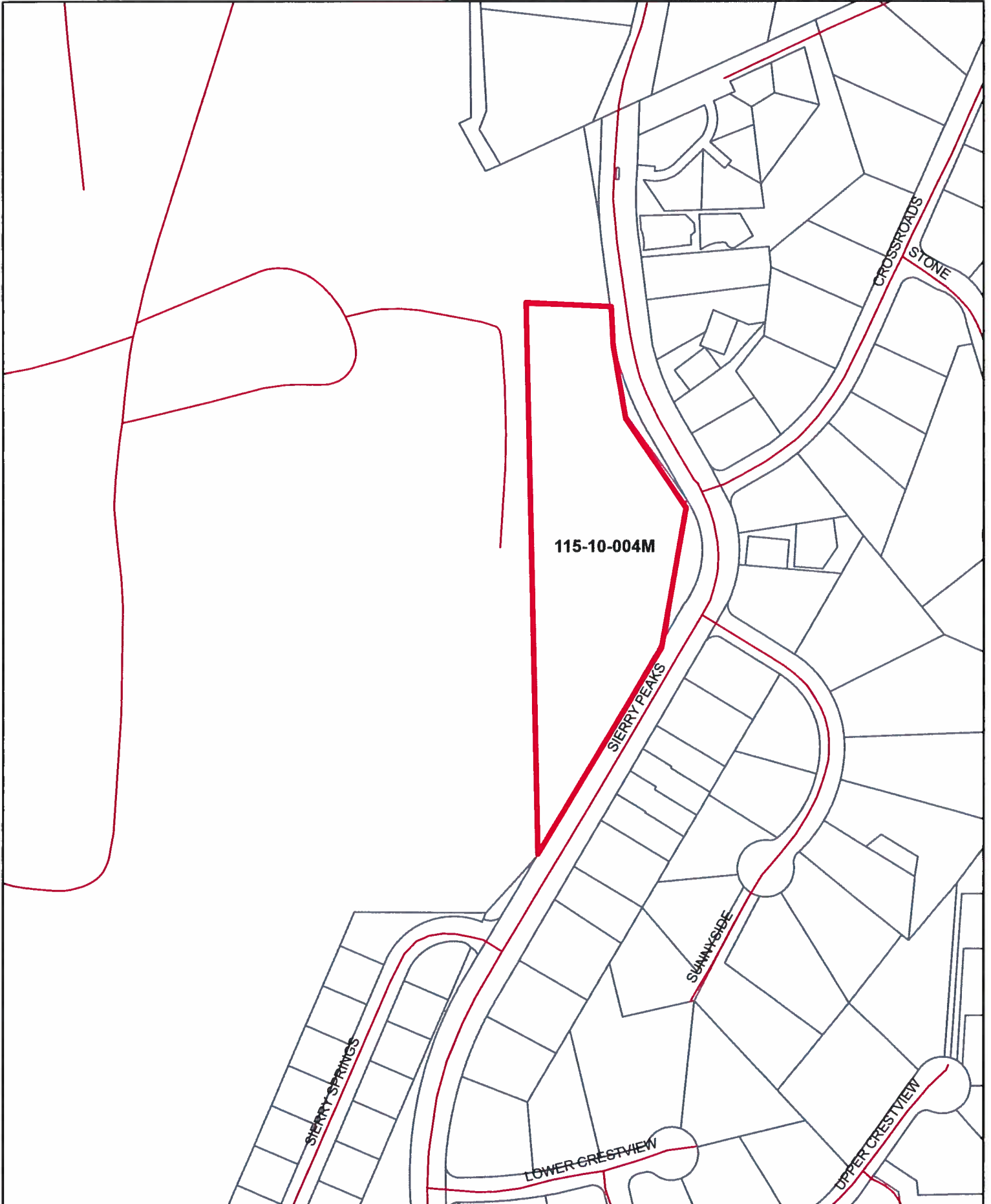


Parcel 115-10-004M

Legal Description Exhibit B



0 200 400 Feet



MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: Community Development

AGENDA ITEM: Approval of RP14-006, an amendment (Revision of Plat) to Final Plat FP14-001, Granite Dells Estates Phase 1A, to modify the interior side yard setback from 5 feet to 0 feet, and change street names [Zoning: Single-family 6 (SF-6) (PAD); Property Owner: Granite Dells Estate Properties, Inc.]

Approved By:

Date:

Director:	Guice, Tom	12/09/2014
City Manager:	McConnell, Craig	12/11/2014

Item Summary

Granite Dells Estates is located south of State Route 89A, east of the Peavine Trail, and west of Granite Dells Parkway. Final Plat FP14-001 was approved by the City Council on May 13, 2014, but never recorded. The residential portion consisted of 208 detached residential units with a Single Family 6 (SF-6) zoning designation.

This amendment proposes to change 106 of the detached Single Family residential units to an equal number of attached Single Family (townhomes) units with a zero (0') foot interior side yard setback for each of the attached units. The total number of residential units (208) previously approved by the City Council in Phase 1A will not change with this amendment. Road name changes are also proposed.

Background

Phase 1A of FP 14-001 is on 39.17 acres of the Granite Dells Planned Area Development (PAD). The owners of Granite Dells Estates believe a mix of detached Single Family homes and attached townhomes is supported by the current housing market and the mix of housing types will improve the aesthetic appearance of the SF-6 neighborhoods. Townhomes are permitted in the SF-6 zoning district.

Attached Single Family Dwellings are defined in Article 11, Sec. 11.2 of the Land Development Code (LDC) as "A dwelling unit on its own individual lot that shares one or more common or abutting walls with one or more dwelling units. An attached single-family dwelling (or townhouse) does not share common floors/ceilings with other dwelling units."

AGENDA ITEM: Approval of RP14-006, an amendment (Revision of Plat) to Final Plat FP14-001, Granite Dells Estates Phase 1A, to modify the interior side yard setback from 5 feet to 0 feet, and change street names [Zoning: Single-family 6 (SF-6) (PAD); Property Owner: Granite Dells Estate Properties, Inc.]

The requested amendment does not involve any change to the number of lots, lot sizes, lot coverage (50%), open space, public rights-of-way, or utility easements. Consequently, there are also no changes to public utility demand (water and sewer), solid waste volumes, or traffic impacts.

The majority of the street names have changed, with the final ones indicated by Attachment 4. Prescott GIS and Regional Dispatch have reviewed and approved the proposed changes.

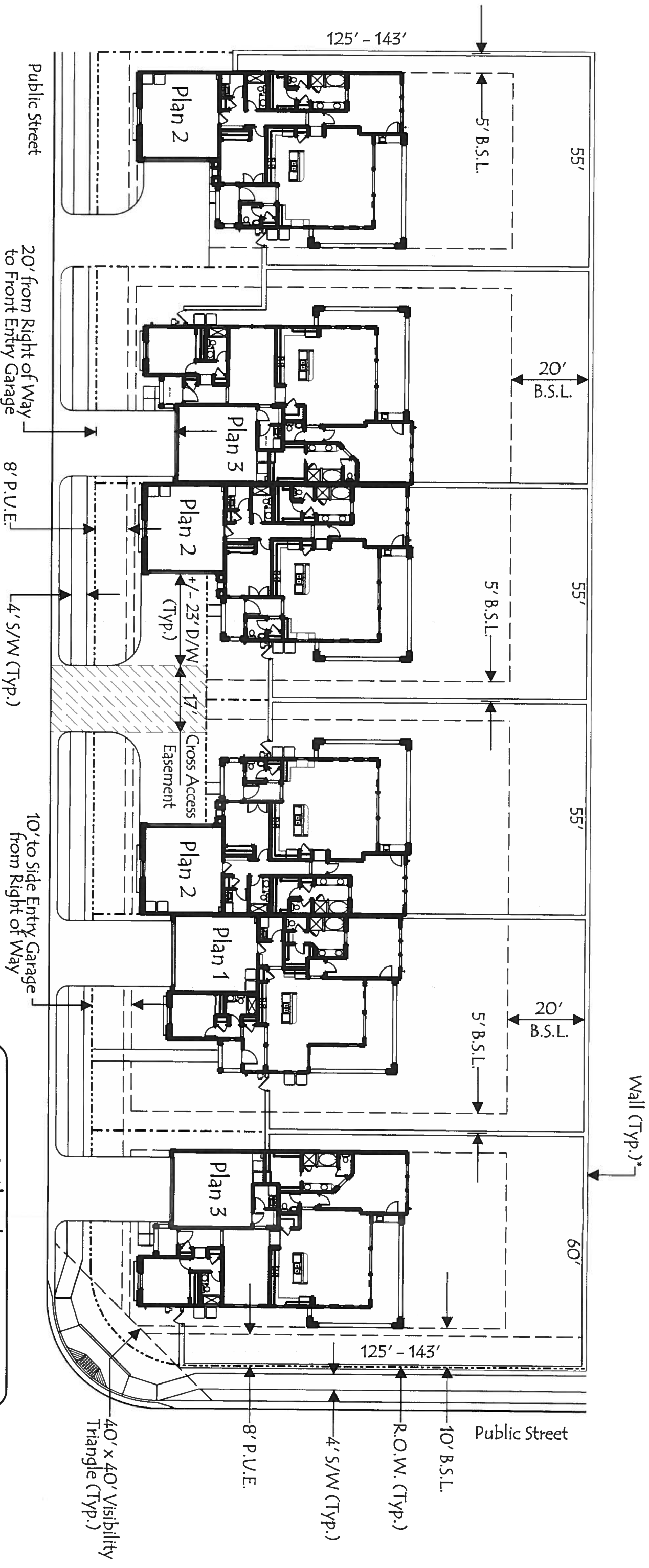
To clarify the standard Noise and Avigation Disclosure plat note, the language of the note is amended to read:

Granite Dells Estates Phase 1A P.A. D. is located within the vicinity of the Prescott Municipal Airport (Ernest A. Love Field). This location will be subject to Aircraft over flights. Ordinance No. 4129, designates "An Airport Influence Area", Recorded in Book 3861 of official records, Page 398 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona. The recordation of the final plat is public notice to all residents and property owners that this subdivision is located within an "Airport Influence Area".

Attachments

1. Subdivision Master Plan
2. Townhome Typical Unit Exhibit
3. Revision of Plat
4. Street Names

Recommended Action: **MOVE** to approve RP14-006, an amendment to the Final Plat of Granite Dells Estates Phase 1A.



Prepared For:

Mandalay Homes
1955 Commerce Center Cir.
Suite A
Prescott, Arizona 86301
Phone: 602.499.6179
Contact: Steve Shea
E.Mail: Steve@MandalayHomes.com

Prepared By:

Arizona Land Design, LLC
5202 East Oakhurst Way
Scottsdale, Arizona 85254
Phone: 480.951.6410
Contact:
Christine Lyons Taratas, R.L.A.

Granite Dells Estates by MANDALAYHOMES

Typical Unit/Lot Detail

Setbacks

Front	20' from R.O.W. to front-entry garage 10' from R.O.W. to side-entry garage, front porches or livable portion of home	
Rear	20'	
Sides	0' & 5' *	
Corner	10'	
Lot Coverage	50% Maximum	
Distance between buildings	10' Minimum	

*Pot shelves and overhangs can encroach into
side setbacks to within 3' of property line.



Not to Scale

Job #2014.04
Date: 10/23/2014

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT GRANITE DELLS ESTATES PROPERTIES INC., AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "GRANITE DELLS ESTATES PHASE 1A P.A.D.", LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COUNTY OF YAVAPAI, STATE OF ARIZONA, AS REFLECTED ON THIS PLAT, HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "GRANITE DELLS ESTATES PHASE 1A P.A.D.", AND HEREBY DECLARES THAT:

1. SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE TRACTS AND STREETS CONSTITUTING SAME, AND THAT EACH TRACT AND STREET LOT SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY, AS SHOWN ON SAID PLAT;
2. AND HEREBY DEDICATES TO THE PUBLIC FOR THE USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES;
3. AND FURTHER DEDICATES EASEMENTS IN SAID STREETS AND ADDITIONAL SPECIFIC EASEMENTS AS SHOWN HEREON FOR PUBLIC AND PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO DRAINAGE, WATER, SEWER, ELECTRIC, TELEPHONE, GAS, AND CABLE TELEVISION;
4. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT "A-A-A" IS DEDICATED FOR OPEN SPACE, INCLUDING DRAINAGE USE.
5. THE TRACTS SHOWN PLATTED HEREON AND DESIGNATED AS TRACTS "A-A", "A-B", "A-D", "A-E", "A-G", "A-I", "A-J", "A-K", "A-L" ARE DEDICATED FOR OPEN SPACE, INCLUDING SLOPES, AND DRAINAGE USE.
6. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT "A-C" IS DEDICATED FOR OPEN SPACE, INCLUDING SLOPES, DRAINAGE USE AND SEWER USE.
7. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT "A-F" IS DEDICATED FOR OPEN SPACE, INCLUDING SLOPES, DRAINAGE USE, WATER USE AND SEWER USE.
8. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT "A-H" IS DEDICATED FOR OPEN SPACE, INCLUDING SLOPES, DRAINAGE USE, SEWER USE AND EMERGENCY ACCESS.
9. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT "A-M" IS DEDICATED FOR OPEN SPACE, INCLUDING SLOPES, DRAINAGE USE, WATER USE, SEWER USE AND EMERGENCY ACCESS.
10. THE TRACTS SHOWN PLATTED HEREON AND DESIGNATED AS "TRACT A" AND "TRACT B" ARE RESERVED IN FEE BY THE UNDERSIGNED AND ARE HEREBY DEDICATED FOR FUTURE COMMERCIAL DEVELOPMENT.

IN WITNESS WHEREOF:

GRANITE DELLS ESTATES PROPERTIES INC., AS OWNER, HAS CAUSED THE NAME OF THE CORPORATION TO BE AFFIXED HERETO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____ MANAGING MEMBER, BEING DULY AUTHORIZED TO SO DO, ON THIS ____ DAY OF _____, 2014.

GRANITE DELLS ESTATES PROPERTIES INC.

BY: GRANITE DELLS ESTATES PROPERTIES INC., ITS MANAGER.

BY: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF YAVAPAI)

ON THIS ____ DAY OF _____, 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR _____ MANAGING MEMBER OF GRANITE DELLS ESTATES PROPERTIES INC., AND AS SUCH, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BEING DULY AUTHORIZED TO SO DO,

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVALS

APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PRESCOTT ON THIS ____ DAY OF _____, 2014.

MAYOR CITY CLERK

APPROVED BY THE CITY OF PRESCOTT ENGINEERING DEPARTMENT ON THIS ____ DAY OF _____, 2014.

CITY ENGINEER

APPROVED BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DIRECTOR ON THIS ____ DAY OF _____, 2014.

COMMUNITY DEVELOPMENT DIRECTOR

C C & R's

THE DECLARATION OF RESTRICTIONS FOR "GRANITE DELLS ESTATES PHASE 1A P.A.D.", ARE RECORDED IN BOOK ____ OF OFFICIAL RECORDS, PAGE(S) ____, IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, AND IS HEREBY INCORPORATED AS A PART OF THIS PLAT.

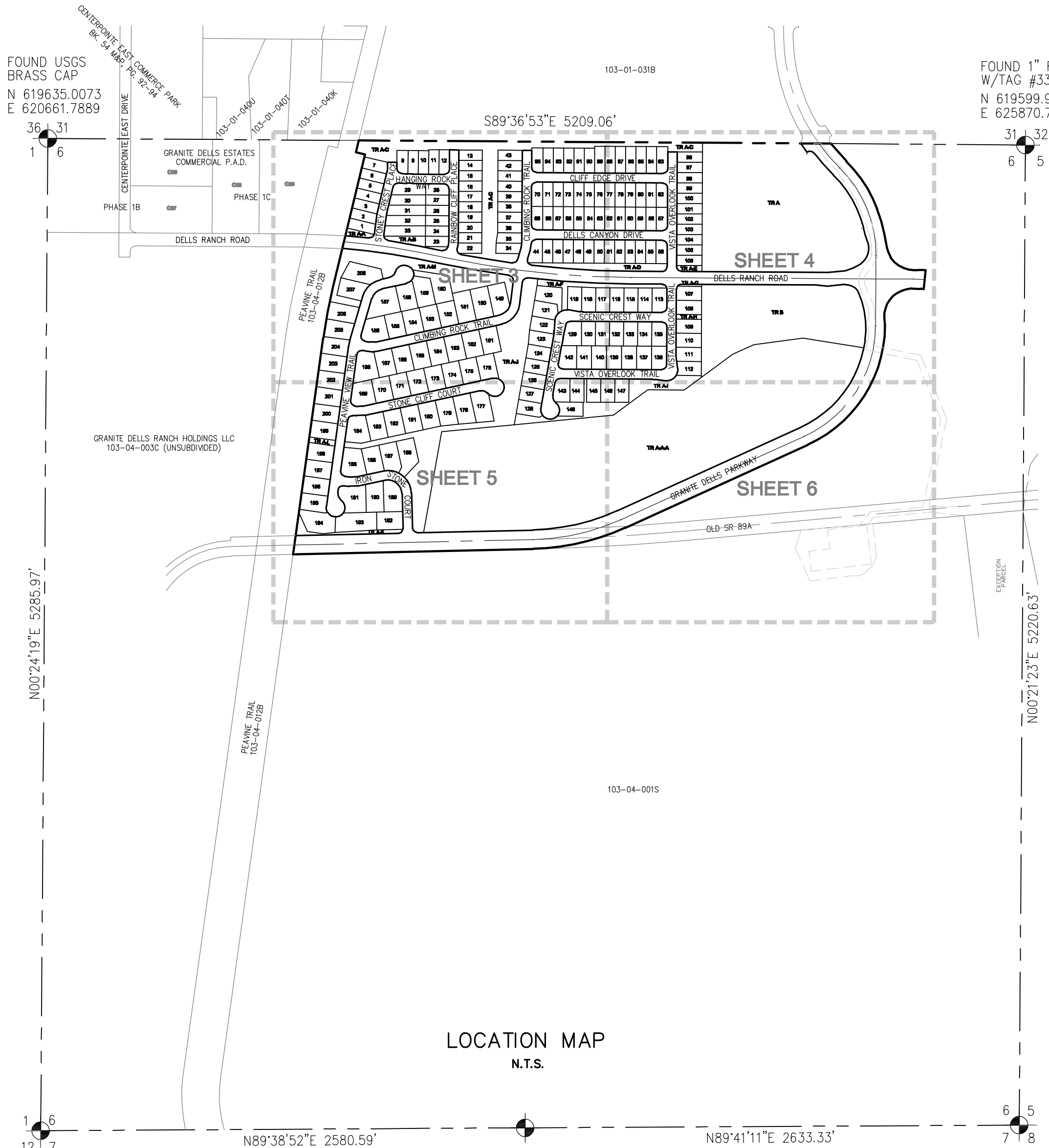
NOISE AND AVIGATION DISCLOSURE:

GRANITE DELLS ESTATES PHASE 1A P.A. D. IS LOCATED WITHIN THE VICINITY OF THE PRESCOTT MUNICIPAL AIRPORT (ERNEST A. LOVE FIELD). THIS LOCATION WILL BE SUBJECT TO AIRCRAFT OVER FLIGHTS. ORDINANCE NO. 4129, DESIGNATES "AN AIRPORT INFLUENCE AREA", RECORDED IN BOOK 3861 OF OFFICIAL RECORDS, PAGE 398 ON FILE IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA. THE RECORDATION OF THE FINAL PLAT IS PUBLIC NOTICE TO ALL RESIDENTS AND PROPERTY OWNERS THAT THIS SUBDIVISION IS LOCATED WITHIN AN "AIRPORT INFLUENCE AREA".

REVISION OF PLAT

GRANITE DELLS ESTATES
PHASE 1A P.A.D.

LOCATED IN A PORTION OF THE NORTH HALF OF
SECTION 6, TOWNSHIP 14 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
YAVAPAI COUNTY, ARIZONA.



LEGEND:

- SET CAPPED REBAR, RLS #46473 ALL PROPERTY CORNERS (TYP)
- △ ALL CENTERLINE MONUMENT TO BE SET AT COMPLETION OF CONSTRUCTION AS SPECIFIED IN THE GRANITE DELLS ESTATES PHASE 1A CONSTRUCTION PLANS BY LYON ENGINEERING & SURVEYING INC.
- YCRO YAVAPAI COUNTY RECORDERS OFFICE
- SECTION LINE
- EASEMENT LINE

COMPLIANCE

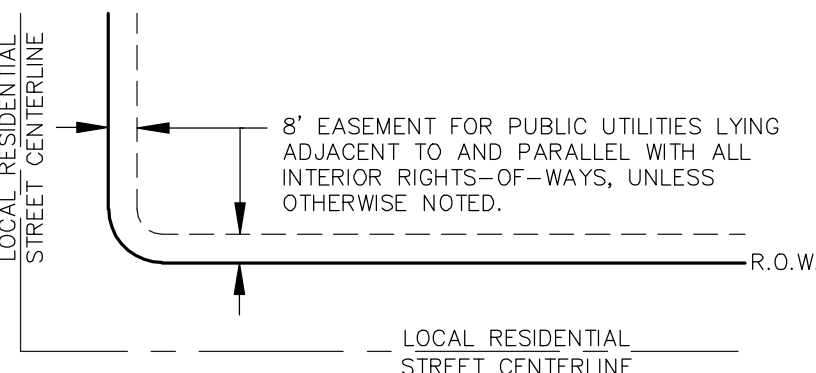
THE FINAL PLAT OF "GRANITE DELLS ESTATES PHASE 1A P.A.D.", IS IN COMPLIANCE WITH CURRENT SUBDIVISION REGULATIONS AND CODES OF THE CITY OF PRESCOTT, ARIZONA.

NOTES

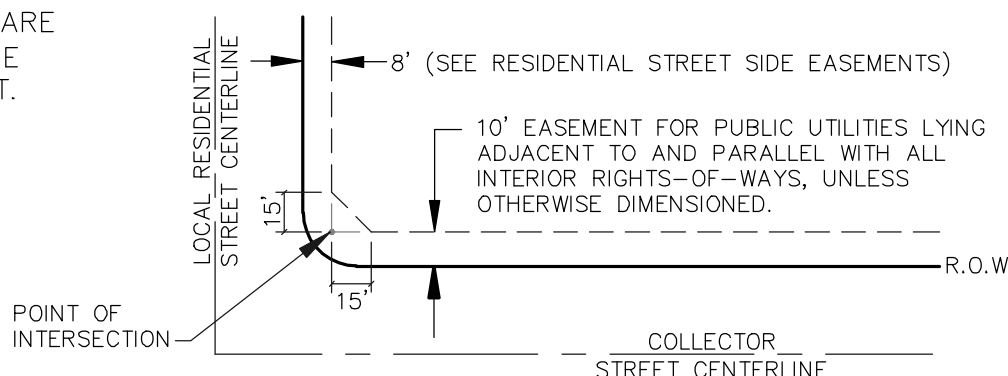
1. THIS SUBDIVISION IS LOCATED WITHIN THE WATER SERVICE AREA OF THE CITY OF PRESCOTT, ARIZONA, WHICH IS AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION E OF ARS 45-576.
2. THIS PLAT IS IN CONFORMANCE WITH CRITERIA ESTABLISHED BY STATE STANDARD ATTACHMENT 2-96 (SSA 2-96) UNDER THE AUTHORITY OF THE DIRECTOR OF THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).
3. CONSTRUCTION OF BOTH PUBLIC AND PRIVATE INFRASTRUCTURE, ROADWAYS AND ONSITE GRADING AND DRAINAGE SHALL CONFORM TO N.P.D.E.S. CRITERIA.
4. INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR ADHERING TO CITY OF PRESCOTT ON-SITE STORM WATER DETENTION REQUIREMENTS AND REGULATIONS AND ARE RESPONSIBLE FOR MAINTAINING THE DRAINAGE EASEMENT'S INTEGRITY WITHIN THEIR PROPERTY BOUNDARY.
5. THE PROPERTY OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING THE SLOPE AND DRAINAGE EASEMENT'S INTEGRITY WITHIN ALL TRACT BOUNDARIES.
6. DRAINAGE EASEMENTS CONFORM TO NATURAL OR MAN-MADE WATER COURSES. THESE WATER COURSES WILL REQUIRE PERIODIC MAINTENANCE TO CONVEY ON-SITE OR OFF-SITE DISCHARGES. PERIODIC MAINTENANCE WILL CONSIST OF THE REMOVAL OF EARTH AND/OR VEGETATIVE MATERIAL THAT HAS BUILT UP SINCE THE ORIGINAL APPROVAL OF THE FINAL PLAT FOR THIS SUBDIVISION. IN THE EVENT THE DRAINAGE EASEMENTS ARE NOT ADEQUATELY MAINTAINED, IN THE OPINION OF THE CITY ENGINEER OF THE CITY OF PRESCOTT, BY THE INDIVIDUAL PROPERTY OWNER, THEN THE CITY OF PRESCOTT SHALL HAVE THE AUTHORITY TO ENTER THE PROPERTY AND/OR CAUSE THE NECESSARY MAINTENANCE, AND SHALL FURTHER HAVE THE AUTHORITY TO PASS ON ALL COSTS ASSOCIATED WITH SAID MAINTENANCE TO THE INDIVIDUAL PROPERTY OWNER.
7. THE PROPERTY OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING THE UTILITY ACCESS ROADS INTEGRITY WITHIN TRACT "A-C".
8. THE PROPERTY OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING THE EMERGENCY ACCESS EASEMENT'S INTEGRITY WITHIN TRACT "A-H", TRACT "A-M" AND TRACT B.
9. SIGN LOCATION AND ENTRY MONUMENT FEATURES MUST BE OUTSIDE OF THE RIGHT OF WAY AND WITHIN SEPARATE AND SPECIFIC "SIGN EASEMENTS" PRE-APPROVED BY THE CITY AND ARE NOT TO CONFLICT WITH ANY UTILITIES OR DRAINAGE OR ACCESS TO UTILITIES OR DRAINAGE STRUCTURES OR FEATURES. THE MAINTENANCE OF SAID "SIGN EASEMENTS" AND ASSOCIATED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.
10. CONSTRUCTION OF BOTH PUBLIC AND PRIVATE INFRASTRUCTURE, ROADWAYS AND ONSITE GRADING AND DRAINAGE SHALL CONFORM TO N.P.D.E.S. CRITERIA.
11. A WATER TANK, A BOOSTER PUMP STATION, AND A WASTE WATER LIFT STATION ALL RESIDE WITHIN THE GRANITE DELLS ESTATES SUBDIVISION.
12. THERE IS A WASTE WATER TREATMENT PLANT NORTH OF STATE ROUTE 89A.
13. THIS PLAT ALLOWS FOR PUBLIC TRAILS IN LOCATIONS MUTUALLY APPROVED BY THE CITY OF PRESCOTT AND THE PROPERTY OWNERS ASSOCIATION WITHIN TRACTS DESIGNATED AS OPEN SPACE.

GRADING & DRAINAGE NOTES
FOR COMMERCIAL TRACTS

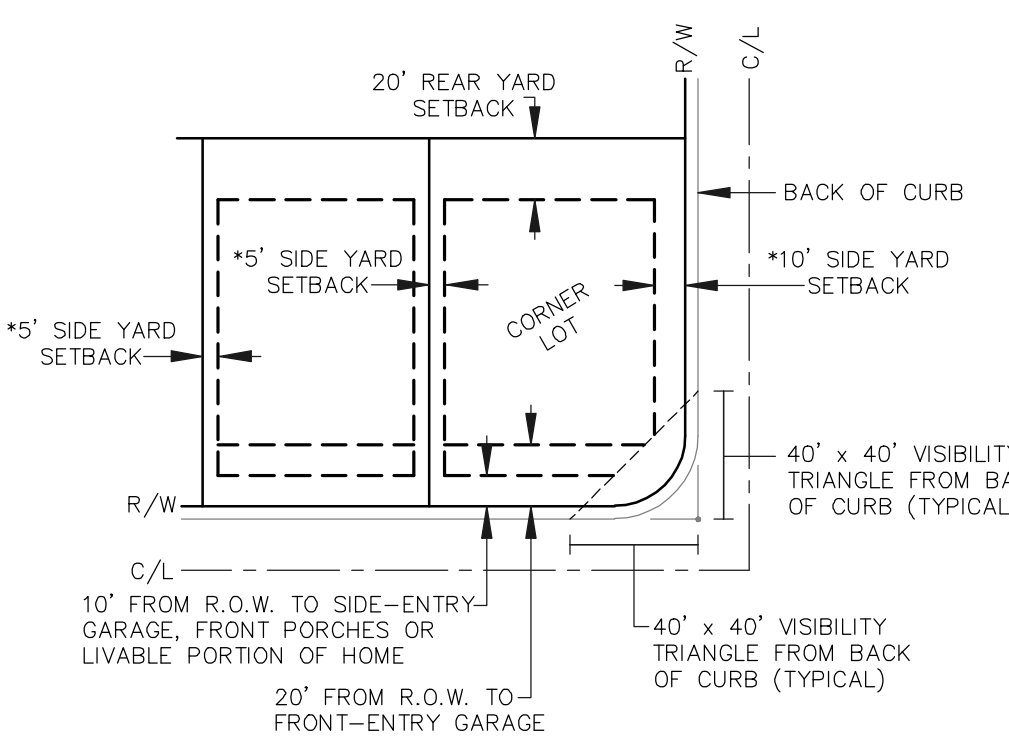
1. ALL TRACTS AND/OR FUTURE LOTS ARE "CUSTOM GRADED" WITH INDIVIDUAL DRAINAGE, EROSION CONTROL/SWPPP AND GRADING SITE PLANS PRIOR TO SITE DISTURBANCE, OR PLACEMENT OF FILLS.
2. ALL TRACTS INCLUDING TRACT A AND B, AND/OR FUTURE LOTS ARE NOT REQUIRED TO DETAIN ONSITE DRAINAGE.
3. OPEN CHANNELS OR EXISTING DRAINAGE MAY BE PIPED AND THE SURFACE ABOVE USED FOR STORAGE OR PARKING IF THE INDIVIDUAL ENGINEERED GRADING AND DRAINAGE SITE PLAN IS APPROVED BY THE CITY OF PRESCOTT.
4. DRAINAGE AND DRAINAGE BASINS SHALL BE DESIGNED BY AN AZ. REG. P.E. FOLLOWING CITY OF PRESCOTT DRAINAGE CRITERIA MANUAL AND DEVELOPMENT CODE.
5. ALL INDIVIDUAL LOTS REQUIRING FILLS SHALL BE CERTIFIED BY AN AZ. REG. GEOTECHNICAL ENGINEER PRIOR TO APPLYING FOR A BUILDING PERMIT.



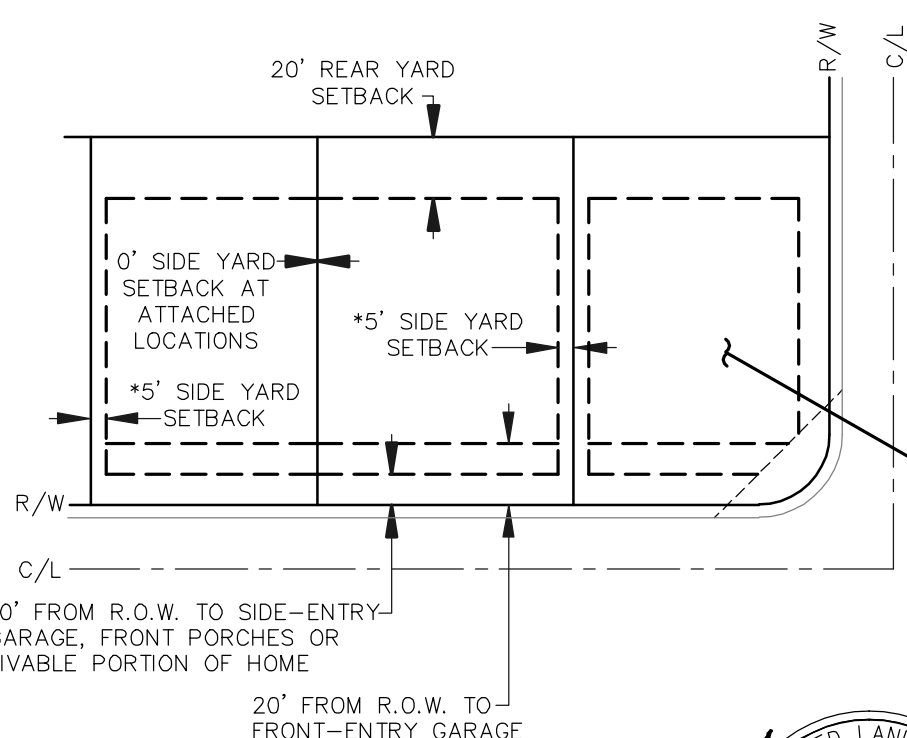
RESIDENTIAL
STREET SIDE EASEMENTS



COLLECTOR
STREET SIDE EASEMENTS

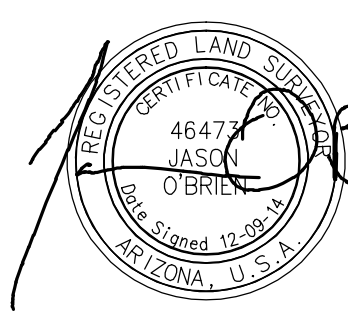


TYPICAL BUILDING SETBACKS
LOTS 1-33, 107-208
N.T.S.



TYPICAL ATTACHED SINGLE
FAMILY BUILDING SETBACKS
LOTS 34-106
N.T.S.

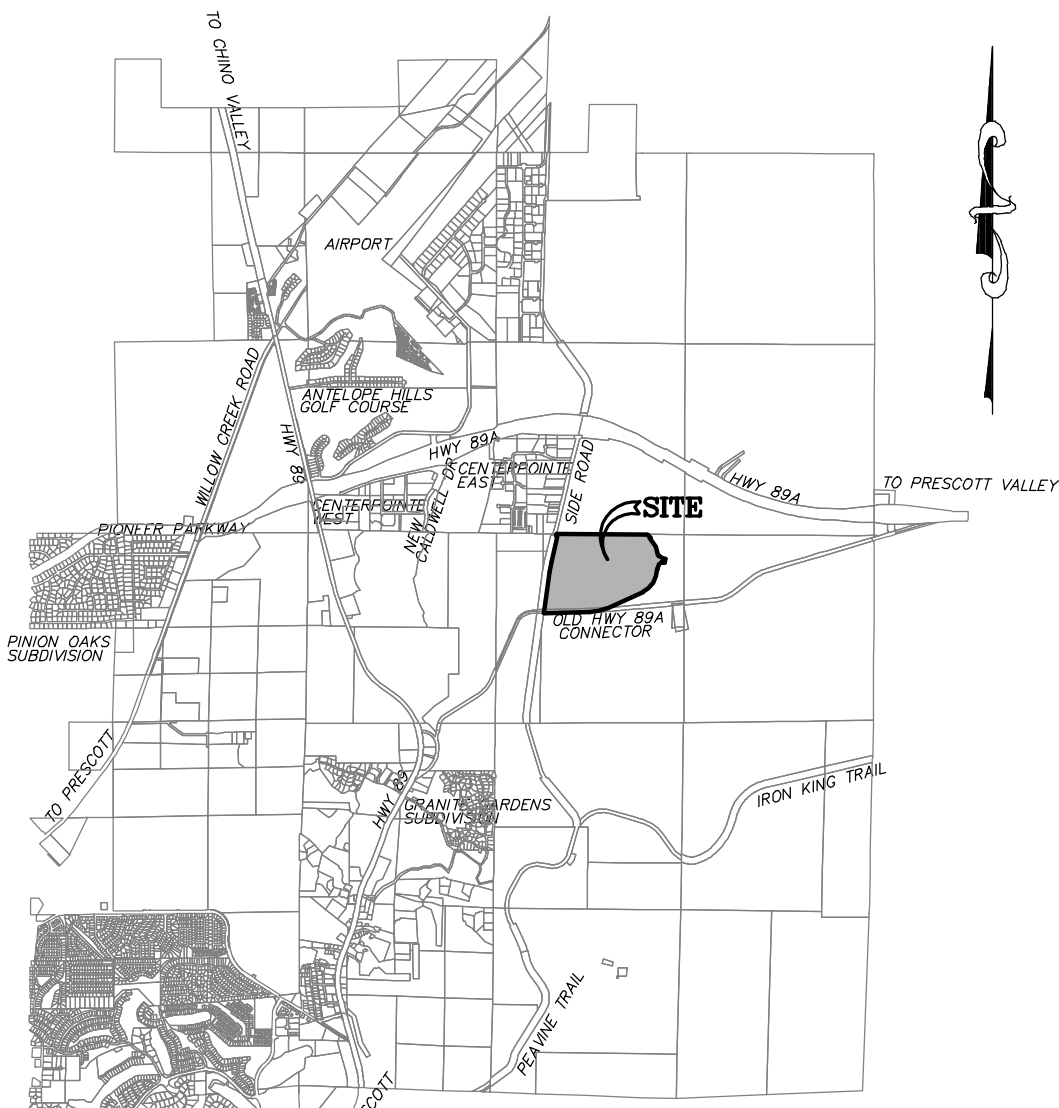
*NOTE: (TYPICAL ALL LOTS)
POT SHELVES AND OVERHANGS CAN ENCROACH INTO
SIDE YARD SETBACKS TO WITHIN 3' OF PROPERTY LINE.



EXPIRES 6/30/16

CERTIFICATION

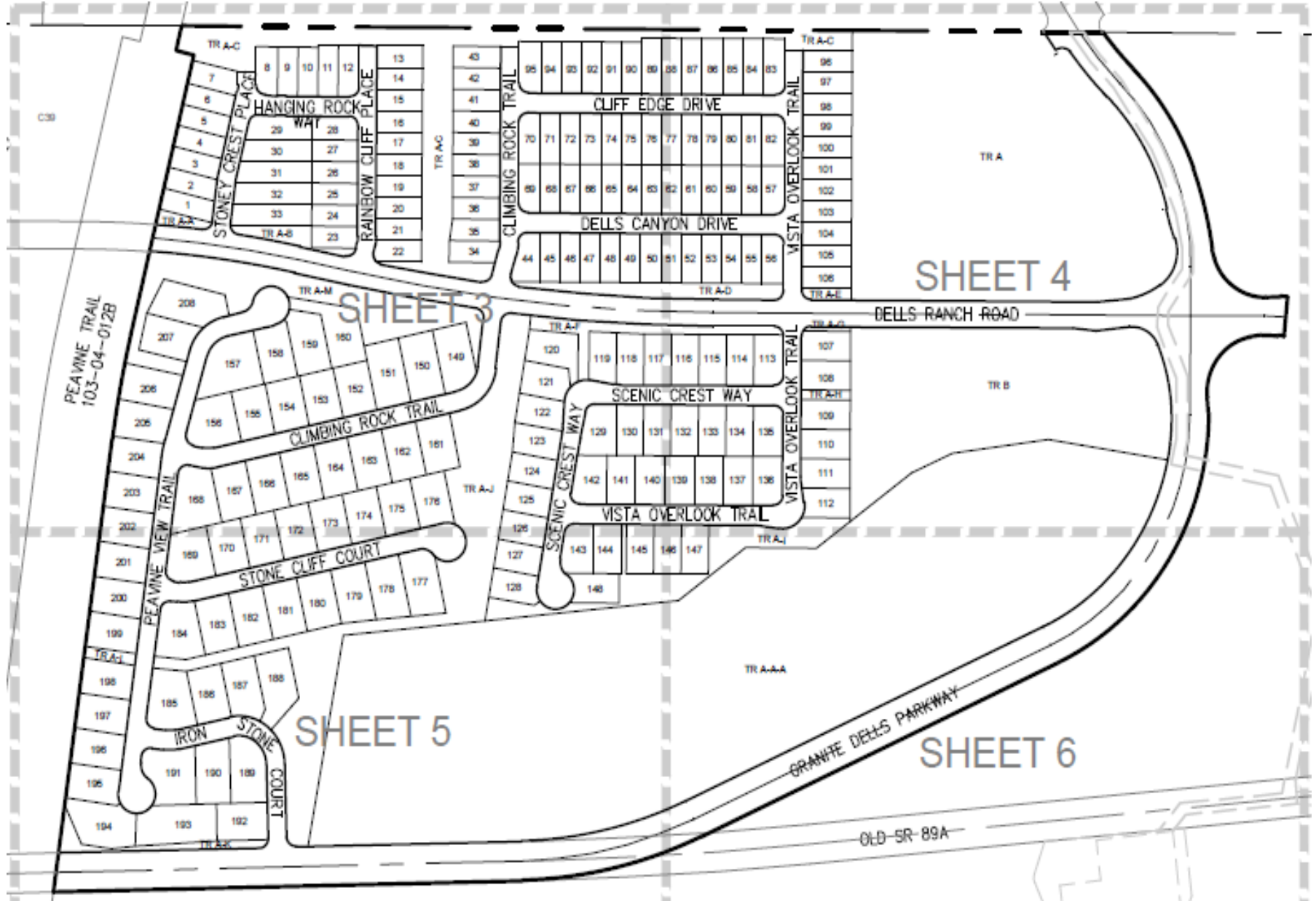
THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER, 2014; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



VICINITY MAP
N.T.S.

LYON ENGINEERING Civil Engineers • Land Surveyors	
1650 WILLOW CREEK ROAD PRESCOTT, AZ 86301 (928) 776-1750	
DATE: 12-09-14	DRAWN BY: RJW
JOB NO: 614-18	CHECKED BY: JO
SHEET 1 OF 6	

STREET NAMES
RP 14-006, AMENDED FINAL PLAT, GRANITE DELLS ESTATES PHASE 1A



MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: City Council

AGENDA ITEM: Consideration/approval of pay adjustments for the three Council appointees: City Clerk, City Attorney, City Manager

Approved By:

Date:

Mayor:	Kuykendall, Marlin	12/11/2014
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Item Summary

The Prescott City Charter designates the City Council to appoint and set compensation for the City Clerk, City Attorney, and the City Manager. This item is presented for consideration/approval of pay adjustments for those three appointed City officials.

Recommended Action (separate motions):

1. **City Clerk: MOVE** to increase the base pay of the City Clerk by \$5998.00, effective December 16, 2014, implementing direction provided at the time of her 6-month as well as annual performance reviews.
2. **City Clerk: MOVE** to grant a ____% annual increase to the base pay of the City Clerk, as adjusted by the prior motion, effective January 4, 2015.
3. **City Attorney: MOVE** to grant a ____% annual increase to the base pay of the City Attorney, effective January 4, 2015.
4. **City Manager: MOVE** to grant a ____% annual increase to the base pay of the City Manager, effective January 4, 2015.

MEETING DATE/TYPES: VOTING SESSION 12-16-14

DEPARTMENT: City Clerk

AGENDA ITEM: Appointment of Mayor Pro Tempore

Approved By:

Date:

City Clerk:	DeLong, Dana	12/08/2014
City Manager:	McConnell, Craig	12/08/2014

Item Summary

The Prescott City Charter, Article II, Section 7, states that the Council shall designate one of its members as mayor pro tempore, who shall serve at the pleasure of the Council. The mayor pro tempore shall perform the duties of the mayor during his absence or disability. This item is being presented for the purpose of selecting a mayor pro tempore for the calendar year 2015.

Recommended Action: **MOVE** to appoint _____ as Mayor Pro Tempore.