



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, July 14, 2015
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** Pastor Jack Shannon
American Lutheran Church
- ◆ **PLEDGE OF ALLEGIANCE** Councilwoman Wilcox
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

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

◆ **ANNOUNCEMENTS**

I. CONSENT AGENDA

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

- A. Adoption of Resolution No. 4302-1511 approving an Intergovernmental Agreement with Yavapai County for Unified Emergency Management

(City Contract No. 2016-001; General Fund)

- B. Approval of submission of a grant application to the Arizona Automobile Theft Association (AATA) requesting funding for additional high definition cameras and a license plate reader in the amount of \$35,008.00 for the City Parking Garage
- C. Approval of submission of a grant application to the U.S. Department of Justice through the Edward Byrne Memorial Justice Assistance Grant for the purchase of Night Vision equipment and accessories to outfit individual officers with similar equipment already in use by the SWAT Team in the total amount of \$12,460.00
- D. Approval of annual support and maintenance for Zetron, Inc., public safety dispatch system software in the amount of \$28,440.46 using Arizona State Contract #ADSP013-036612 pricing
- E. Purchase of custodial supplies from WAXIE Sanitary Supply using City of Tucson Contract No. 151148 through the National Intergovernmental Purchasing Alliance (NIPA), in an amount not to exceed \$32,000.00 annually (City Contract No. 2015-223; Facilities Maintenance Fund)
- F. Approval of payment to Lucity, Inc., for annual technical support and software maintenance for the utilities infrastructure and facilities maintenance management systems in the amount of \$20,945.68 (General Fund, Water Fund and Wastewater Fund)

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

II. REGULAR AGENDA

- A. Public hearing and consideration of an application for a new Series 12 Liquor Restaurant License from Eriko Horikawa, applicant for Esoji, located at 1355 Iron Springs Road

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny/make no recommendation for Liquor License Application No.12133624, for a Series 12 Restaurant license, for Esoji, located at 1355 Iron Springs Road.

- B. Public hearing and consideration of an application for a new Series

12 Liquor Restaurant License from Matthew Wayne McGrew, applicant for Mogie's Mongolian Grill, located at 1385 Iron Springs Road Suite B-1

RECOMMENDED ACTION: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny/make no recommendation for Liquor License Application No.12133625, for a Series 12 Restaurant license, for Mogie's Mongolian Grill, located at 1385 Iron Springs Road, Suite B-1.

- C. Adoption of Ordinance No. 4948-1486, setting the Fiscal Year 2016 City property tax levies

ORDINANCE NO. 4948-1486 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PRESCOTT, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS, AND PROVIDING FUNDS FOR THE GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2016

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4948-1486.

- D. Approval to accept a 2014 Assistance to Firefighters Grant for self-contained breathing apparatus (SCBA units) in the amount of \$411,273.00

RECOMMENDED ACTION: MOVE to approve the acceptance of the 2014 Assistance to Firefighters Grant in the amount of \$411,273.00, for self-contained breathing apparatus units.

- E. Public Hearing and adoption of Ordinance No. 4947-1485 for rezoning, and adoption of Resolution No. 4305-1514 for amendment of the General Plan designation of property at 926 Whetstine Avenue to permit four additional dwelling units for a total of five on the lot [Property owner: Greseth Family L.P.; APN 115-05-014; lot area 17,875 square feet (0.41 acre)]

ORDINANCE NO. 4947-1485 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA,

AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT LOCATED AT 926 WHETSTINE AVENUE, FROM SINGLE-FAMILY 9 (SF-9), ZONING DISTRICT TO MULTIFAMILY HIGH (MF-H) ZONING DISTRICT.

RECOMMENDED ACTION (separate motions): (1) MOVE to adopt Ordinance No. 4947-1485; and (2) MOVE to adopt Resolution No. 4305-1514.

- F. Special Use Permit (SUP14-005) for the installation of a Cell Tower at 930 Ruth Street. [Site Zoning: Business General (BG); Property Owner: Prescott Unified School District; APN 116-19-006]

RECOMMENDED ACTION: MOVE to approve SUP14-005 for installation of a cellular monopole antenna at 930 Ruth Street, with a maximum pole height of 60 feet.

- G. Approval of purchase of 2,160 ea. 65-gallon residential containers from Otto Environmental using Houston-Galveston Area Council (HGAC) contract pricing in the amount of \$100,609.82 (Solid Waste Fund)

RECOMMENDED ACTION: MOVE to approve the purchase of 2,160 ea. 65-gallon residential containers from Otto Environmental using Houston Galveston Area Council (HGAC) contract pricing in the amount of \$100,609.82.

- H. Adoption of Resolution No. 4294-1503, Ordinance No. 4935-1473 and Ordinance No. 4936-1474, amending engineering and utility fees with an effective date of September 1, 2015

ORDINANCE NO. 4935-1473 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, SECTION 3-14-11(D) OF THE CITY CODE OF THE CITY OF PRESCOTT.

ORDINANCE NO. 4936-1474 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE II, SECTION 2-1-12; SECTION 2-1-15; SECTION 2-1-18; SECTION 2-1-21; SECTION 2-1-25; AND SECTION 2-1-29 OF THE CITY CODE OF THE CITY OF PRESCOTT.

RECOMMENDED ACTION (separate motions): (1) MOVE to adopt Resolution No. 4294-1503, (2) MOVE to adopt Ordinance No. 4935-1473, and (3) MOVE to adopt Ordinance No. 4936-1474.

- I. Approval to perform night work along N. Montezuma Street associated with the Montezuma Street Pavement and Utility Upgrade Project

RECOMMENDED ACTION: MOVE to approve night work along N. Montezuma Street associated with the Montezuma Street Pavement and Utility Upgrade Project, during the hours of 8:00 p.m. to 6:00 a.m., Sunday through Thursday, throughout the project duration (September through November 2015).

- J. Award of City Contract No. 2016-005 to Woodson Engineering and Surveying, to provide engineering services for the Hope Street Roadway Improvement Project and Autumn Breeze Sidewalk and Scupper Replacement Project, in an amount not to exceed \$61,540.00

RECOMMENDED ACTION: MOVE to award City Contract No. 2016-005 to Woodson Engineering and Surveying, to provide engineering services for the Hope Street Roadway Improvement Project, and Autumn Breeze Sidewalk and Scupper Replacement Project, in an amount not to exceed \$61,540.00.

- K. Award of City Contract No. 2016-008 to Shephard-Wesnitzer, Inc., for engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$306,588.00

RECOMMENDED ACTION: MOVE to award City Contract No. 2016-008 to Shephard-Wesnitzer, Inc., for engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$306,588.00.

- L. Adoption of Resolution No. 4304-1513, approving a Water Service Reimbursement Agreement, District #92, for the Perry Street Alley Water Reimbursement District

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4304-1513.

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 7-14-15

DEPARTMENT: Fire

AGENDA ITEM: Adoption of Resolution No. 4302-1511 approving an Intergovernmental Agreement with Yavapai County for Unified Emergency Management (City Contract No. 2016-001; General Fund)

Approved By:		Date:
Fire Chief:	Light, Dennis	07/06/2015
City Manager:	McConnell, Craig	07/06/2015

Item Summary

The City of Prescott and the Yavapai County Office of Emergency Management (YCEM) have worked cooperatively through an Intergovernmental Agreement (IGA) establishing regional unified emergency management for over twenty years. The new Agreement sets forth the groundwork for emergency management procedures and policies for the City and Yavapai County relating to disasters, and updates and clarifies prior Agreements.

Background

The City benefits from the services provided through the agreement and the related level of cooperation and support from Yavapai County, which provide the region more rapid and efficient responses to disasters. YCEM provides technical assistance and resources in the event of an emergency as well as completes and submits all reports required by state and federal agencies.

Benefits provided to the City over the prior years of the IGA have included:

- Hazardous conditions notification (fire, flooding, wind storms, traffic accidents)
- Update of the Disaster Response Plan
- Completion of the Multi-Jurisdictional Hazard Mitigation Plan
- Completion of the Community Wildland Protection Plan
- On call availability 24/7
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training and reporting mandates Homeland Security and emergency management training classes

Agenda Item: Adoption of Resolution No. 4302-1511 approving an Intergovernmental Agreement with Yavapai County for Unified Emergency Management (City Contract No. 2016-001; General Fund)

The new Agreement contains a number of revisions to the previous agreement for Unified Emergency Management services. Of the changes, the most notable is the term. In prior years, the City renewed its Agreement with the County annually. The new Agreement provides for a five year term, with automatic annual renewals thereafter, unless terminated by either party with thirty days notice.

Further changes and clarifications in the 2015 IGA (City Contract No. 2016-001) include:

- Establishes the annual cost based upon the 2010 census and maintains that cost for the life of the IGA
- More accurately defines Emergency Management planning activities
- Groups items by function
- Provides an option for the City to request a Unified Emergency Operations Center for Response Support
- Establishes a Yavapai County Emergency Management Interagency Coordination Committee to establish strategic objectives and provide for planning and coordination and provides for Prescott representation

Financial Impact

The annual cost of \$17,132.00 for services is calculated on the basis of population, as set forth by Exhibit A of the Agreement, and included in the General Fund budget.

Attachments

1. Resolution No. 4302-1511
2. Intergovernmental Agreement (City Contract No. 2016-001)

Recommended Action: MOVE to adopt Resolution No. 4302-1511.

RESOLUTION NO. 4302-1511

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (“IGA”) WITH YAVAPAI COUNTY, THROUGH THE PRESCOTT FIRE DEPARTMENT AND THE YAVAPAI COUNTY OFFICE OF EMERGENCY MANAGEMENT, THAT ESTABLISHES UNIFIED EMERGENCY MANAGEMENT FOR THE TRI-CITY AREA; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, annually the City of Prescott Fire Department and the Yavapai County Office of Emergency Management enter into an Intergovernmental Agreement (“IGA”), through their respective governmental entities, that establishes unified emergency management for the tri-city area; and

WHEREAS, ARS §§11-951 and 11-952, and the Prescott City Charter authorize “public agencies” such as Prescott and Yavapai County to enter into intergovernmental agreements to contract for services and facilities; and

WHEREAS, the parties wish to enter into a new IGA (City Contract No. 2016-001), which will now, among other things, allow for an initial term of five (5) years, as opposed to the current practice of annual renewals; and

WHEREAS, it is in the best interests of the citizens of Prescott to enter into this IGA.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves entering into an IGA (City Contract No. 2016-001) with Yavapai County that establishes unified emergency management for the tri-city area.

Section 2. THAT the City of Prescott will pay the total amount of \$17,132.00, billed annually, to Yavapai County for the services provided.

Section 3. THAT the Mayor and Staff are hereby authorized to execute an IGA between Prescott and Yavapai County for unified emergency management, and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney



YAVAPAI COUNTY
Office of Emergency Management
1100 Commerce Drive, Prescott, Arizona 86305
Phone (928) 771-3321
Fax (928) 771-3323
www.regionalinfo-alert.org

May 28, 2015

Ms. Dana DeLong, Clerk
City of Prescott
201 S. Cortez
Prescott, AZ 86305

Re: Annual Unified Emergency Management IGA

Dear Ms. DeLong:

Enclosed is the Unified Emergency Management Intergovernmental Agreement (IGA) for fiscal years July 1, 2015 through June 30, 2020. Please obtain the appropriate signatures and **return three originals of the signature page to the office of Yavapai County Emergency Management by June 25th, 2015.**

The IGA will then be signed by the Yavapai County Board of Supervisors, recorded, and one original will be returned to you.

Some benefits provided to the City during the past year include:

- Notification of hazardous conditions
- Update of Disaster Response Plan
- Completion of the Multi-Jurisdictional Hazard Mitigation Plan
- Completion of the Communities Wildland Protection Plan
- On call status 24/7
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training & reporting mandates
- Homeland Security and emergency management training classes at no cost
- Exercise Development

Please forward the attached invoice to your Finance Department. Please remit payment to Yavapai County Office of Emergency Management no later than October 31st, 2015.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Denny Foulk, M.S., EMHS
Emergency Manager
Yavapai County Office Emergency Management

Enclosures

Master Agreement

INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF UNIFIED EMERGENCY MANAGEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), is made and entered into this _____ day of _____ 2015, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and _____, hereinafter called "Public Agency", per A.R.S. §11-951.

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage an unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to A.R.S. §§11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the Public Agency shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or Public Agency. See Attachment "B" for a list of definitions and Attachment "C" for a comprehensive list of services provided (incorporated herein by reference).
2. The unified emergency management organization is hereby designated as the Yavapai County Emergency Management Interagency Coordination Committee.
3. The County will perform the following services with the Public Agency:
 - a. Planning:
 1. Include emergency operations of the Public Agency in the County Emergency Operations Plan (EOP) covering emergencies and disasters;
 2. Review and assist in the development of the Public Agency Emergency Operations Plan for completeness, compatibility, alignment, and compliance with the National Incident Management System (NIMS), County Emergency Operations Plan, State Emergency Operations Plans, and provide improvements and updates as necessary.
 3. Provide assistance to the Public Agency to develop/update emergency management plans, procedures, and programs in each of the following areas (such list not to be exclusive): Emergency Operations Planning,

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- Continuity of Government, Emergency Evacuation, Shelter, Recovery, Mitigation, Access and Functional Needs, Warning and Public Information, Communications, Mass Care and Mass Casualty. The above plans and programs will be coordinated with and approved by the various Public Agency departments affected by said plans and programs;
4. Assist the Public Agency with developing and/or updating a current inventory of all equipment and supplies available in the Local Jurisdiction for use in the event of any disaster;
 5. Provide a current inventory of all equipment and supplies available in the County to assist the Public Agency in the event of any disaster.
- b. Training and Exercise: As Federal, State, or Local funds are available, and/or cooperative agreements, the County in its discretion will provide emergency management all hazards training and exercise opportunities for the Public Agency in accordance with the Multi Year Training and Exercise Plan (MYTEP).
- c. Provide technical assistance in obtaining Federal or State funds which may become available to the Public Agency for emergency management/services purposes.
- d. Assist in completing and submitting all report requirements emanating from State or Federal Government Emergency Management or Homeland Security Agencies;
- e. Develop the Yavapai County Emergency Management Interagency Coordination Committee (see section 4a);
- f. Disaster Support:
1. Upon request by Public Agency officials, the County will provide assistance with emergency management under normal and/or emergency or disaster conditions.
 2. In the event of disaster confined to the Public Agency Jurisdiction, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with the Yavapai County Emergency Operations Plan, mutual aid agreements, and State and/or Federal laws.
 3. In accordance with the Yavapai County Emergency Operations Plan, Yavapai County may activate an Emergency Operations Center (EOC) in support of an evolving incident, and/or in support of the Public Agency's EOC.
 4. At the request of the Public Agency, Yavapai County Emergency Management may open a unified EOC on the Public Agency's behalf. Cost share in accordance with federal and state law may apply (Stafford Act, 44CFR, and AAC title 8).

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5. Pass through all declarations for Emergency or Disaster to the State, in accordance with Stafford Act Authorities, 44 CFR, ARS title 26, and AAC title 8.
 6. Assist in all federal, state, or local recovery functions for the Public Agency. .
4. The Public Agency shall:
- a. By this agreement become a member, and through appointment provide a representative to serve on the Yavapai County Emergency Management Interagency Coordination Committee:
 1. The purpose of the committee is to collaborate, coordinate, communicate, and integrate a strategic vision of emergency management for the County as well as the Public Agency, and provide necessary input for the development of a comprehensive emergency management program inclusive of a whole community.
 2. The Emergency Management Interagency Coordination Committee shall meet not less than once a quarter;
 3. The Public Agency shall appoint an Emergency Management Representative for the jurisdiction, who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the Public Agency's chief executive officer or governing body.
 4. The Committee shall ensure National Incident Management System (NIMS) compliance, in accordance with Homeland Security Presidential Directive 5 for the Public Agency, and adopt NIMS as the Public Agency's management system for disaster response by resolution.
 5. Representatives to the Yavapai County Emergency Management Interagency Coordination Committee must be NIMS compliant in accordance with HSPD-5, and have operational knowledge of their respective jurisdiction.
 - b. Planning:
 1. Accept joint responsibility to maintain and keep current the Yavapai County Emergency Operations Plan, appendices, and annexes as it relates to the Public Agency;
 2. Accept responsibility to maintain and keep current the Public Agency Emergency Operations Plan, appendices, and annexes;
 - c. Training and Exercise:
 1. As needed, make personnel available for training and exercises.
 2. Personnel backfill and overtime for training and exercises is the

Master Agreement

responsibility of the Public Agency.

d. Disaster Response/Support:

1. Request necessary and available assistance from the County with emergency management under normal and/or emergency or disaster conditions;
2. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the Public Agency;
3. Notify Yavapai County Office of Emergency Management of any incident which requires activation of an EOC, sheltering of population exceeding 12 persons, resource requests outside of Yavapai County, or any incident which exceeds the Public Agency's capability to respond;
4. Coordinate resource requests with the County EOC;
5. Notify the County if a unified EOC is requested by the Public Agency. The Public Agency will make available personnel for Policy and Operational coordination to serve in the EOC. Other EOC staffing positions will be filled by the County as needed, in accordance with the Yavapai County Emergency Operations Plan (YC-EOP).

- e. In consideration of services provided: The Public Agency will budget and contribute to the County, per annum, for each fiscal year commencing July 1 and ending June 30, for the duration of the agreement, as shown in Exhibit A. Said amount shall be payable by the Public Agency to the County on or before October 31st of each year that this agreement remains in effect.

5. Additional Terms and Conditions:

- a. Representation: To foster an inclusive environment which benefits all parties, in the purpose of development of comprehensive emergency management program, the Yavapai County Office of Emergency Management will incorporate the Public Agency's appointed representative to the Yavapai County Emergency Management Interagency Coordination Committee;
- b. Director: The Yavapai County Office of Emergency Management shall be comprised of a County Emergency Manager, who shall serve as the Director of the County Emergency Management Interagency Coordination Committee, appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
- c. Term: The term of this agreement is for five years commencing July 1, 2015, and ending June 30, 2020. Following the initial term, this agreement will automatically renew each year for an additional one year term unless it is terminated by either

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party by providing written notice of termination to the other party prior to expiration of the agreement.

- d. Amendment: This agreement may be amended from time to time by written agreement executed by all parties.
- e. Conflict of Interest Pursuant to A.R.S. §38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect 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 that party from any other party to the agreement arising as a result of this agreement.
- f. Arizona Law: The law of Arizona applies to this IGA.
- g. Relationship of Parties: Neither party to this agreement shall be deemed to be the employee or agent of the other party to the IGA.
- h. Severability: If any provision(s) of this agreement is/are invalid, illegal, or unenforceable for any reason, all other provisions shall nevertheless remain in full force.
- i. Entire Agreement: This IGA represents the entire, integrated agreement between the parties. This IGA supersedes all prior negotiations, representations, or agreements, whether written or oral.
- j. Compliance with Law: The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this IGA, including but not limited to environmental laws.
- k. Immigration Law Compliance: Both parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the IGA, and the parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies.
- l. Notices: All notices under this IGA must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by (1) personal delivery, (2)

Master Agreement

facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested, addressed as shown on the signature page.

- m. Third Parties: Nothing contained in this IGA shall create a contractual relationship with or a cause of action in favor of a third party against the Public Agency or the County. This IGA is not intended to benefit any thirdparty.
- n. Indemnification: Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (death) or property damage to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. This indemnification shall survive the termination of this IGA.
- o. Workers' Compensation: For purposes of workers' compensation only, an employee of a party to this IGA, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific IGA, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer party of such 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.
- p. Termination: Either party may terminate this IGA with thirty (30) days written notice as provided herein. Any termination of this IGA shall not relieve either party of responsibility for costs incurred prior to the effective date of the termination.

Master Agreement

YAVAPAI COUNTY
A political subdivision of the State of Arizona

By: _____ Date: _____
Craig L. Brown
Chairman, Board of Supervisors

ATTEST:

_____ Date: _____
ANA WAYMAN-TRUJILLO
County Clerk

Pursuant to A.R.S. §11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

_____ Date: _____
JACK FIELDS
Deputy County Attorney

Yavapai County Emergency Management Contact Information:

Yavapai County
Office of Emergency Management
Attn: County Emergency Manager
1100 Commerce Drive
Prescott, AZ 86305

(928) 771-3321 Office
(928) 713-3020 Cell 24/7
(928) 771-3323 Fax

Master Agreement

PUBLIC AGENCY

CITY OF PRESCOTT

By: _____ Date: _____
MARLIN KUYKENDALL
Mayor

ATTEST:

_____ Date: _____
DANA DELONG
City Clerk

Pursuant to A.R.S. §11-952(D), the undersigned has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Jerome.

_____ Date: _____
JOHN PALADINI
City Attorney

Public Agency's Emergency Management Contact Information:

Attn: _____

() _____ Office
() _____ Cell

Please return this signature page to:

Yavapai County
Office of Emergency Management
Attn: County Emergency Manager
1100 Commerce Drive
Prescott, AZ 86305

Yavapai County

Exhibit A

2010 Official Census Populations:

JURISDICTION	POPULATION	MULTIPLIED BY	TOTAL
Town of Camp Verde	10,873	0.43	\$4,675
Town of Chino Valley	10,817	0.43	\$4,651
Town of Clarkdale	4,097	0.43	\$1,762
City of Cottonwood	11,265	0.43	\$4,844
Town of Dewey-Humboldt	3,894	0.43	\$1,674
Town of Jerome	444	0.43	\$191
City of Prescott	39,843	0.43	\$17,132
Town of Prescott Valley	38,822	0.43	\$16,693
City of Sedona	10,031	0.43	\$4,313
Yavapai Prescott Indian Tribe	181	0.43	\$78

Yavapai County

Exhibit B

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Yavapai County

Attachment C

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- ☐ 24/7 Real Time Hazard Alert/notifications/bulletins
- ☐ 24/7 Emergency alternative communications capability
- ☐ Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- ☐ Emergency Operations Plan, Continuity Plan development and maintenance
- ☐ Homeland Security Grant Participation
- ☐ Risk/Hazard Analysis
- ☐ Staff Training (EOC, Disaster Plan, Continuity Plans)
- ☐ Liaison to State and Federal Resources
- ☐ Public Education Program development and implementation assistance
- ☐ Hazard mitigation analyses and plan development
- ☐ Exercise Development/Training/Implementation/Evaluation
- ☐ Emergency Management, NIMS, Homeland Security Training
- ☐ EPA/LEPC Representation
- ☐ Special Studies/Projects
- ☐ Damage Assessments
- ☐ Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives
- ☐ Other Emergency Management support as needed

RATE: \$.43 per person, per year based on the 2010 census.

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Police

AGENDA ITEM: Approval of submission of a grant application to the Arizona Automobile Theft Association (AATA) requesting funding for additional high definition cameras and a license plate reader in the amount of \$35,008.00 for the City Parking Garage

Approved By:

Date:

Police Chief:	Monahan, Jerald	07/06/2015
City Manager:	McConnell, Craig	07/08/2015

Item Summary

The Police Department requests approval to submit a grant application to the AATA in the amount of \$35,008.00. If awarded, these funds will be used to purchase four (4) ea. high definition cameras, cabling, connectors, conduit, raceways, and one (1) ea. license plate reader and software to interface with our current camera system.

Background

The Police Department completed a capital project in the amount of \$25,513.25 to upgrade the prior camera system and recording system at the City Parking Garage. Addition of the requested equipment will increase the coverage of monitoring including license plate reading capabilities.

Financial Impact

There are no requirements for matching funds by the City of Prescott.

Recommended Action: **MOVE** to approve submission of a grant application to the Arizona Automobile Theft Association (AATA) requesting funding for additional camera equipment for the City Parking Garage in the amount of \$35,008.00.

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Police

AGENDA ITEM: Approval of submission of a grant application to the U.S. Department of Justice through the Edward Byrne Memorial Justice Assistance Grant for the purchase of Night Vision equipment and accessories to outfit individual officers with similar equipment already in use by the SWAT Team in the total amount of \$12,460.00

Approved By:

Date:

Police Chief:	Monahan, Jerald	07/06/2015
City Manager:	McConnell, Craig	07/07/2015

Item Summary

The Prescott Police Department requests approval to submit a grant application through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The total submission would be for \$12,460.00. If awarded, these funds would be used to purchase Night Vision equipment and accessories to outfit individual officers with similar equipment already in use by the SWAT Team.

Background

The City of Prescott has a SWAT unit which responds to high risk situations where special weapons and tactics are needed. This grant application, if funded, will enable the purchase of up to date Night Vision equipment and accessories to outfit individual officers with similar equipment already in use by the SWAT team, providing additional safety for the unit.

Financial Impact

There are no requirements for matching funds by the City of Prescott.

Recommended Action: **MOVE** to approve submission of a grant application through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in the amount of \$12,460.00 for the purchase of Night Vision equipment and accessories.

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Police

AGENDA ITEM: Approval of annual support and maintenance for Zetron, Inc., public safety dispatch system software in the amount of \$28,440.46 using Arizona State Contract #ADSP013-036612 pricing

Approved By:		Date:
Police Chief:	Monahan, Jerald	07/06/2015
City Manager:	McConnell, Craig	07/08/2015

Item Summary

Zetron, Inc., is the vendor for the Prescott Regional Communication Center computer-aided dispatch system (CAD) utilized by the Center partners. This software aids the dispatcher by calls entered and tracked into the CAD system.

Financial Impact

This is an annual Prescott Regional Communications Center budget item. The cost is recovered from the partner agencies of the Center.

Attachments

1. Zetron, Inc., Invoice

Recommended Action: **MOVE** to approve the annual support and maintenance for Zetron, Inc., public safety dispatch system software using Arizona State Contract #ADSP013-036612 pricing in the amount of \$28,440.46.



P.O. BOX 97004
REDMOND, WA 98073-9704
425-820-6363

INVOICE

INVOICE NO: 227284A
DATE: 06/24/15

To:

City of Prescott
PO Box 2059
Prescott, AZ 86302

Ship To:

City of Prescott
432 N Virginia Street
Prescott, AZ 86301

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
Contract Fulfillment	GOLDMSP	07/09/15	Billing Only	Destination	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Gold Service Plan Coverage from July 9, 2015 through July 8, 2016 AZ State Contract # ADSP013-036612	\$28440.46	\$28440.46
SUBTOTAL			\$28440.46
TPT Tax 7.6%			(Services-NA)
TOTAL DUE			\$28440.46

Zetron Inc. TPT License #20881711-Use Tax

Make all checks payable to: ZETRON, INC.

THANK YOU FOR YOUR BUSINESS!

ORIGINAL

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Purchase of custodial supplies from WAXIE Sanitary Supply using City of Tucson Contract No. 151148 through the National Intergovernmental Purchasing Alliance (NIPA), in an amount not to exceed \$32,000.00 annually (City Contract No. 2015-223; Facilities Maintenance Fund)

Approved By:

Date:

Director:	Miller, Stephanie	07/06/2015
City Manager:	McConnell, Craig	07/06/2015

Item Summary

Approval of this item will authorize the purchase of custodial supplies from WAXIE Sanitary Supply using City of Tucson Contract No. 151148, effective August 1, 2015. Tucson, as the lead agency for the contract, completed a competitive purchasing process for custodial supplies through the National Intergovernmental Purchasing Alliance (NIPA). A contract was subsequently awarded to WAXIE as the most responsive, responsible bidder. Annual expenditures are estimated at \$32,000.

Background

The Facilities Management Division routinely purchases custodial supplies for City Facilities. Purchases for the past three fiscal years have totaled approximately \$30,000 for FY 15; \$27,000 in FY 14; and \$28,000 in FY 13.

In February 2015, the City of Tucson, as lead agency, issued a Request for Proposals to effectuate a new custodial supplies contract through the National Intergovernmental Purchasing Alliance (NIPA). NIPA is a nationwide cooperative purchasing program for governmental agencies. All master agreements are competitively solicited, publicly awarded and administered by a public agency/governmental entity, utilizing the best public procurement practices, processes and procedures. WAXIE Sanitary Supply was awarded the contract to provide custodial supplies, effective August 2, 2015. As a NIPA member, and in accordance with Article 10 of the Arizona Procurement Code, the City of Prescott is able to benefit from the use of Tucson's contract.

The initial term of the City's contract will be for a period of two (2) years expiring August

Agenda Item: Purchase of custodial supplies from WAXIE Sanitary Supply using City of Tucson Contract No. 151148 through the National Intergovernmental Purchasing Alliance (NIPA), in an amount not to exceed \$32,000.00 annually (City Contract No. 2015-223; Facilities Maintenance Fund)

1, 2017, and may be extended for up to a total of three (3) additional one (1) year periods with the mutual consent of the City and WAXIE. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI), not to exceed three (3) percent of increase or decrease.

Financial Impact

The FY 2016 Facilities Maintenance Fund budget includes \$32,000 for the purchase of custodial supplies.

Recommended Action: MOVE to approve the purchase of custodial supplies from WAXIE Sanitary Supply using City of Tucson Contract No. 151148 through the National Intergovernmental Purchasing Alliance (NIPA), in an amount not to exceed \$32,000.00 annually (City Contract No. 2015-223).

MEETING DATE/TYPES: VOTING MEETING 7-14-15

DEPARTMENT: Public Works

AGENDA ITEM: Approval of payment to Lucity, Inc., for annual technical support and software maintenance for the utilities infrastructure and facilities maintenance management systems in the amount of \$20,945.68 (General Fund, Water Fund and Wastewater Fund)

Approved By:

Date:

Director:	Hash, Henry	07/06/2015
City Manager:	McConnell, Craig	07/06/2015

Item Summary

This is a renewal for technical support and software maintenance (Constant Connection Program) of the Lucity software program through July, 31, 2016. This software is used by the Utilities and Facilities Divisions for tracking maintenance performed, scheduling preventative maintenance, and preparing the Utilities Annual Work Program. The software is additionally used to track citizen requests, daily work orders, system documentation, and for payroll-related timekeeping.

Background

Lucity (formerly GBA) software has been in use by the Water and Wastewater Divisions since July 1, 2008. Recently, the Facilities Division also began using the software for developing a performance-based work program and budget, implementing a facilities maintenance management system, and determining maintenance service levels.

Financial Impact

Funding for this budgeted FY16 item is available in various operating budgets: Water Fund - \$8,378.27 (40%); Wastewater Fund - \$8,378.27 (40%), and Facilities Maintenance Fund (General Fund) - \$2,094.57 (10%).

Attachments

1. Lucity Invoice 4-30-2015

Agenda Item: Approval of payment to Lucity, Inc., for annual technical support and software maintenance for the utilities infrastructure and facilities maintenance management systems in the amount of \$20,945.68 (General Fund, Water Fund and Wastewater Fund)

Recommended Action: **MOVE** to approve payment to Lucity, Inc., for annual technical support and software maintenance for the utilities infrastructure and facilities maintenance management systems in the amount of \$20,945.68.



Lucity, Inc.
10561 Barkley St, Suite 100
Overland Park, KS 66212
Phone # 913-341-3105

Invoice

Date	Invoice #
4/30/2015	86391-1

Bill To

Craig Dotseth
City of Prescott
PO Box 2059
Prescott, AZ 86302
craig.dotseth@cityofprescott.net

Ship To

Craig Dotseth
City of Prescott
201 S. Cortez St.
Prescott, AZ 86302
craig.dotseth@cityofprescott.net

P.O. No.

Description	Qty	Rate	Amount
Constant Connection Program	1	19,331.50	19,331.50T
Constant Connection Program Renewal on the following Lucity solutions: - 3 seats of Sewer - 3 seats of Water - 10 seats of Work Administrator - 3 seats of Inventory Control - 2 seats of Facilities Bundle (incl. Facilities & Equipment) - 2 seats of Equipment - 1 seat of GIS Desktop - 1 Sewer CCTV Interface - 1 seat of Environmental Compliance Bundle (incl. FOG & IPT) - 1 site license of GIS Web for the period of 08/01/2015 through 07/31/2016.			
Total sales tax calculated by AvaTax		1,614.18 0.00%	1,614.18 0.00
Total			\$20,945.68

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: City Clerk

AGENDA ITEM: Public hearing and consideration of an application for a new Series 12 Liquor Restaurant License from Eriko Horikawa, applicant for Esoji, located at 1355 Iron Springs Road

Approved By:		Date:
City Clerk:	DeLong, Dana	07/06/2015
City Manager:	McConnell, Craig	07/06/2015

Item Summary

Esoji Horikawa has applied for a new Series 12 liquor license for Esoji.

New License	Esoji, 1355 Iron Springs Road
Applicant	Eriko Horikawa
Requested License Type	Series 12, Restaurant
City Application No.	15-261
State Application No.	12133624
Sixty-day Processing Deadline	July 26, 2015

Staff Recommendation

Police Department	In Compliance
Community Development	In Compliance
Public Comments Received	None

NOTE: State law provides that for new license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires that the best interest of the community will be substantially served by the issuance of a license." (A.R.S. §4-201)

Background

The application presented for consideration has complied with each of the following requirements.

1. The application has been filed with the State Liquor Department and released to the City for additional processing.
2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.
3. The application has been posted at the proposed location for the required twenty days and statements of opposition or statements of support received by the City Clerk are attached.
4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) Within one year has violated any provision of a liquor license or had a liquor license revoked; or (b) Within five years of the date of application has been convicted of a felony involving moral turpitude.
5. The Community Development Department has reviewed the application to determine whether zoning is proper.

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.

Recommendation of Approval

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.

Recommendation of Disapproval

If the City Council 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.

Agenda Item: Public hearing and consideration of a new liquor license application for a Series 12 Restaurant License, from Esoji Horikawa, applicant for Esoji, located at 1355 Iron Springs Road

No Recommendation

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

Attachments

1. Liquor License Series Number Definitions
2. R19-1-702, Arizona Laws and Regulations Relating to Granting a Liquor License

Recommended Action: (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to approve/deny/make no recommendation for Liquor License Application No. 12133624, for a Series 12 Restaurant license, for Esoji, located at 1355 Iron Springs Road.

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

- 1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 2 **Out-of-state Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 3 **Microbrewery**, less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.
- 4 **Wholesaler**, all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.
- 5 **Government**, all spirituous liquor, may sell to patrons to consume on premises.
- 6 **Bar**, all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 7 **Beer and Wine Bar**, beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 9 **Liquor Store**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 9S **Liquor Store with Sampling Privileges**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.
- 10 **Beer and Wine Store**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 10S **Beer and Wine Store with Sampling Privileges**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.
- 11 **Hotel/Motel w/Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 12 **Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 13 **Farm Winery**, produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.
- 14 **Private Club**, all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.
- 15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.
- 18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.
- 19 **Remote Tasting Room**, owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: City Clerk

AGENDA ITEM: Public hearing and consideration of an application for a new Series 12 Liquor Restaurant License from Matthew Wayne McGrew, applicant for Mogie's Mongolian Grill, located at 1385 Iron Springs Road, Suite B-1

Approved By:		Date:
City Clerk:	DeLong, Dana	07/06/2015
City Manager:	McConnell, Craig	07/07/2015

Item Summary

Matthew Wayne McGrew has applied for a new Series 12 liquor license for Mogie's Mongolian Grill.

New License	Mogie's Mongolian Grill, 1385 Iron Springs Road, Suite B-1
Applicant	Matthew Wayne McGrew
Requested License Type	Series 12, Restaurant
City Application No.	15-260
State Application No.	12133625
Sixty-day Processing Deadline	July 30, 2015

Staff Recommendation

Police Department	In Compliance
Community Development	In Compliance
Public Comments Received	None

NOTE: State law provides that for new license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires that the best interest of the community will be substantially served by the issuance of a license." (A.R.S. §4-201)

Background

The application presented for consideration has complied with each of the following requirements.

1. The application has been filed with the State Liquor Department and released to the City for additional processing.
2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.
3. The application has been posted at the proposed location for the required twenty days and statements of opposition or statements of support received by the City Clerk are attached.
4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) Within one year has violated any provision of a liquor license or had a liquor license revoked; or (b) Within five years of the date of application has been convicted of a felony involving moral turpitude.
5. The Community Development Department has reviewed the application to determine whether zoning is proper.

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.

Recommendation of Approval

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.

Recommendation of Disapproval

If the City Council 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.

Agenda Item: Public hearing and consideration of a new liquor license application for a Series 12 Restaurant License, from Matthew Wayne McGrew, applicant for Mogie's Mongolian Grill, located at 1385 Iron Springs Road, Suite B-1

No Recommendation

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

Attachments

1. Liquor License Series Number Definitions
2. R19-1-702, Arizona Laws and Regulations Relating to Granting a Liquor License

Recommended Action: (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to approve/deny/make no recommendation for Liquor License Application No. 12133625, for a Series 12 Restaurant license, for Mogie's Mongolian Grill, located at 1385 Iron Springs Road, Suite B-1.

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

- 1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 2 **Out-of-state Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 3 **Microbrewery**, less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.
- 4 **Wholesaler**, all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.
- 5 **Government**, all spirituous liquor, may sell to patrons to consume on premises.
- 6 **Bar**, all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 7 **Beer and Wine Bar**, beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 9 **Liquor Store**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 9S **Liquor Store with Sampling Privileges**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.
- 10 **Beer and Wine Store**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 10S **Beer and Wine Store with Sampling Privileges**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.
- 11 **Hotel/Motel w/Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 12 **Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 13 **Farm Winery**, produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.
- 14 **Private Club**, all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.
- 15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.
- 18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.
- 19 **Remote Tasting Room**, owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Finance

AGENDA ITEM: Adoption of Ordinance No. 4948-1486, setting the Fiscal Year 2016 City property tax levies

Approved By:		Date:
Director:	Woodfill, Mark	07/06/2015
City Manager:	McConnell, Craig	07/07/2015

Item Summary

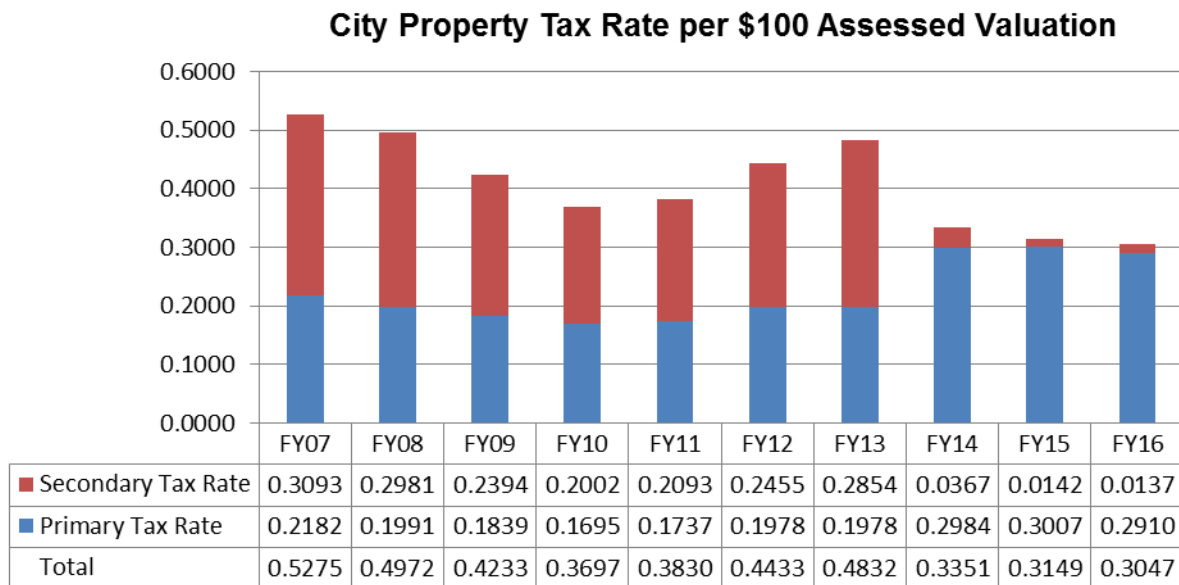
On June 23, 2015, the public hearing was held on the final budget, establishment of the expenditure limitation, and the City property tax levies for Fiscal Year 2016 (FY16). After the hearing, through a special meeting, the final budget was adopted and expenditure limit established for FY16. State law requires that property tax levies be adopted no earlier than fourteen days after the public hearing.

The primary tax levy for FY16 is \$1,596,938. This amount is \$25,580 more than the primary tax levied in FY15 which was discussed during the public hearing on June 23, 2015. Since the primary and secondary tax rates are being slightly reduced for FY16, this amount is attributable to the value of new construction.

While revenue from the primary property tax supports general governmental functions, it provides a relatively minor amount of the overall cost. To place this in perspective, \$1,596,938 represents only four weeks of funding for the City's public safety operations (Police and Fire). The secondary property tax levy, specifically for the retirement of debt incurred for the purchase and development of Willow and Watson Lakes, is \$75,000. The primary and secondary property tax levy total of \$1,671,518 is a 1.6% increase over the \$1,645,938 levied in FY15.

The City's combined tax rate for FY16 is 0.3047 per \$100 of assessed valuation, which, as mentioned above, is 0.0102 lower than last fiscal year. For a home valued at \$200,000 in both 2014 and 2015, the combined property tax will decrease by \$2.04 to \$60.94 for the year. Property tax rates over the last 10 years are shown below.

Agenda Item: Adoption of Ordinance No. 4948-1486, setting the Fiscal Year 2016 City property tax levies



Attachments

1. Ordinance No. 4948-1486

Recommended Action: MOVE to adopt Ordinance No. 4948-1486.

ORDINANCE NO. 4948-1486

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PRESCOTT, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS, AND PROVIDING FUNDS FOR THE GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2016

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for Fiscal Year 2016 is required to be finally adopted not less than fourteen days after adoption of the annual budget; and

WHEREAS, the County of Yavapai is the assessing and collecting authority for the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Prescott, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of \$1,596,518.00 for the Fiscal Year ending on the 30th day of June, 2016. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors or the County of Yavapai is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. THAT, in addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Prescott, except such property as may be by law exempt from taxation a secondary property tax rate sufficient to raise the sum of \$75,000.00, but not more than the actual general obligation bond debt service due during the year for the purpose of providing a bond interest and redemption fund for the City of Prescott for the Fiscal Year ending June 30, 2016.

SECTION 3. THAT, failure by the County official of Yavapai County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Prescott upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien therefore or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. THAT the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Yavapai, Arizona.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 14th day of July, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Fire

AGENDA ITEM: Approval to accept a 2014 Assistance to Firefighters Grant for self-contained breathing apparatus (SCBA units) in the amount of \$411,273.00

Approved By:		Date:
Fire Chief:	Light, Dennis	07/06/2015
City Manager:	McConnell, Craig	07/08/2015

Item Summary

The Fire Department has received a Notice of Award under the 2014 Assistance to Firefighters Grant (AFG) program that our request to fund the replacement of Self-Contained Breathing Apparatus (SCBA units) was approved.

Background

Fire Department SCBA units require replacement in FY 16. The existing units, 13 years old, are not in compliance with the current 2013 standard. The age and functionality of these units meet AFG's highest priority for replacement because they are outside the limit of two NFPA cycles, and are over ten years old. A NFPA cycle is an update to the standard (edition), which occurs approximately every 5 years. The most recent editions are 2002, 2007, and 2013.

The approved grant funding enables replacement of the Fire Department's entire inventory of SCBAs (58 units), and will provide an inventory of compatible spare masks (16) and cylinders (48). The new SCBAs purchased with the grant funds will update the equipment to a 45 minute carbon fiber cylinder instead of the current 30 minute. This specification meets the new NFPA standard for improved firefighter safety and improves the cylinder's early warning alarm system which will now alert at 33% remaining air instead of the previous 25%. The distribution of SCBAs is as follows: 36 for front line apparatus, 7 for support rigs, and 15 reserve units which will also outfit Chief Officers, Fire Investigator and Training Officers if needed.

Upon Council acceptance of the grant, vendors will be requested to supply demonstration models so that the different brands and current technology can be evaluated. After this evaluation period, specifications will be finalized, bids will be solicited, and approval to

Agenda Item: Approval to accept a 2014 Assistance to Firefighters Grant for self-contained breathing apparatus (SCBA units) in the amount of \$411,273.00

purchase the SCBAs will be brought back for Council consideration upon completion of the bid process.

Financial Impact

The approved federal share of the AFG grant project is \$411,273.00, with a City match of 10% of that amount, or \$41,127.30, for a total project cost of \$452,400.30. The grant performance period is May 22, 2015, through May 21, 2016.

The FY 16 General Fund Budget was completed prior to notification of this grant award and includes a capital project totaling \$450,000.00 for SCBAs. Additionally, an amount sufficient to cover this grant award was included in the FY 16 Grants Fund Budget. The net financial benefit of the grant is to reduce by \$411,273.00 the expense of this necessary safety equipment to the General Fund Reserve.

Recommended Action: **MOVE** to approve the acceptance of the 2014 Assistance to Firefighters Grant in the amount of \$411,273.00, for self-contained breathing apparatus units.

MEETING DATE/TYPES: VOTING SESSION

7-14-15

DEPARTMENT: Community Development

AGENDA ITEM: Public Hearing and adoption of Ordinance No. 4947-1485 for rezoning, and adoption of Resolution No. 4305-1514 for amendment of the General Plan Land Use designation of property at 926 Whetstine Avenue to permit four additional dwelling units for a total of five on the lot [Property owner: Greseth Family L.P; APN 115-05-014; lot area 17,875 square feet (0.41 acre)]

Approved By:

Date:

Director:	Guice, Tom	06/30/2015
City Manager:	McConnell, Craig	07/08/2015

Item Summary

This is a request to rezone a developed single-family parcel from Single-Family (SF-9) to Multi-Family (MF-H) to permit additional development of four new residential dwelling units. Rezoning to Multi-Family High Density would allow five units on the parcel. The General Plan designation is requested to be amended from Low/Medium Density Residential to Medium/High Density Residential to match the proposed zoning change.

Background

Whetstine Avenue contains a mix of single-family, multifamily and commercial zoning. The two lots to the east of the subject parcel are zoned MF-H. The property immediately to the west is zoned SF-9; however, one lot further west is zoned MF-H. The properties on the south side of Whetstine are mostly zoned SF-9, with commercial zoning on each end of the street. The subject parcel lies within the boundaries of the Willow Creek Road Corridor Study, but was not recommended for a change of zoning classification at that time (1997). It was, however, noted that Whetstine Avenue was an island of residential uses in an area becoming increasingly commercial.

The subject parcel currently contains a single-family house and a free-standing garage. The applicant desires to retain the existing single-family house, remove the garage and add two duplex buildings. The proposed design would place a duplex building on the east and west sides of the site. The existing house does not meet the rear (north) setback, but is a

Agenda Item: Public Hearing and adoption of Ordinance No. 4947-1485 for rezoning, and adoption of Resolution No. 4305-1514 for amendment of the General Plan Land Use designation of property at 926 Whetstine Avenue to permit four additional dwelling units for a total of five on the lot [Property owner: Greseth Family L.P; APN 115-05-014; lot area 17,875 square feet (0.41 acre)]

legal nonconforming structure and may remain if undisturbed. Parking for the complex is accessed from Whetstine Avenue. Two parking spaces are required per dwelling unit and the applicant proposes 10 spaces, meeting the requirement. The buildings are proposed to be one-story in height and will be well under the maximum height of 40 feet permitted by the MF-H district being sought. Development of the subject property with one or more multi-family buildings will require an additional residential protection buffer along the west property line because it will adjoin a single-family zoned property. Residential protection buffers are required between multi-family residential uses and adjoining single-family uses. A typical buffer is a densely planted (80% opaque) landscaped strip $\frac{1}{2}$ the height of the multifamily building, or a combination of landscaping and an opaque wall.

Planning and Zoning Commission Action

The Planning and Zoning Commission first reviewed the request on April 30, 2015. Many of the neighboring property owners wrote to the Planning and Zoning Commission and attended the meeting to voice opposition to the rezoning. During the subsequent discussion, the Planning and Zoning Commissioners expressed the desire for more information about the redevelopment plan and an opportunity to revisit the site. The Commission deferred action until their regularly scheduled meeting of May 28, 2015. At the May 28th meeting, few of the neighbors attended; however, some opposition to the rezoning was expressed. Letters of opposition received during the Planning and Zoning Commission review are attached to this report.

Following the conclusion of the public hearing at their May 28th meeting, the Planning and Zoning Commission concluded that the rezoning request was appropriate, and voted unanimously to recommend approval to the City Council.

Because of the opposition of record, Arizona Revised Statutes and the City's Land Development Code Section 9.15.4 contain provisions requiring a three-fourths majority (6 of 7 Council members) to approve the rezoning. The General Plan amendment requires a simple majority to approve.

Water Allocation

A water service agreement for 1.0 acre-feet (0.25 acre-feet x 4 units) from the City's alternative water supplies will be required to develop the additional four (4) multi-family dwelling units. Per Council policy, the rezoning of property does not create an entitlement to additional water. Water service is contingent upon alternative water resources being available in the portfolio and approval by Council when an application for development of the property is received.

Agenda Item: Public Hearing and adoption of Ordinance No. 4947-1485 for rezoning, and adoption of Resolution No. 4305-1514 for amendment of the General Plan Land Use designation of property at 926 Whetstine Avenue to permit four additional dwelling units for a total of five on the lot [Property owner: Greseth Family L.P; APN 115-05-014; lot area 17,875 square feet (0.41 acre)]

Attachments

1. Vicinity and Zoning Map
2. General Plan Land Use Map
3. Aerial vicinity map
4. Site plan
5. Letters of opposition
6. Ordinance No. 4947-1485
7. Resolution No. 4305-1514

Recommended Action (Separate Motions): (1) **MOVE** to adopt Ordinance No. 4947-1485; and (2) **MOVE** to adopt Resolution No. 4305-1514.

Parcel Report for APN: 115-05-014
Site Address: 926 WHETSTINE AVE

Owner:
GRESETH FAMILY LP
2620 W GREEN BRIER DR
PRESCOTT AZ 863058715

Subdivision Name: BONITA ACRES

Max. Lot Coverage: 40%
Max. Bldg Height: 35 ft
Setbacks
Front: 25 ft
Side: 7 ft
Rear: 25 ft
Corner: 15 ft

Acres:
Square Ft:
TRS: sq.ft.

DOR Usage Code: Residential
Description: 0130-SFR-AVERAGE/AVERAGE PLUS

Zoning Information

Zoning: SF-9

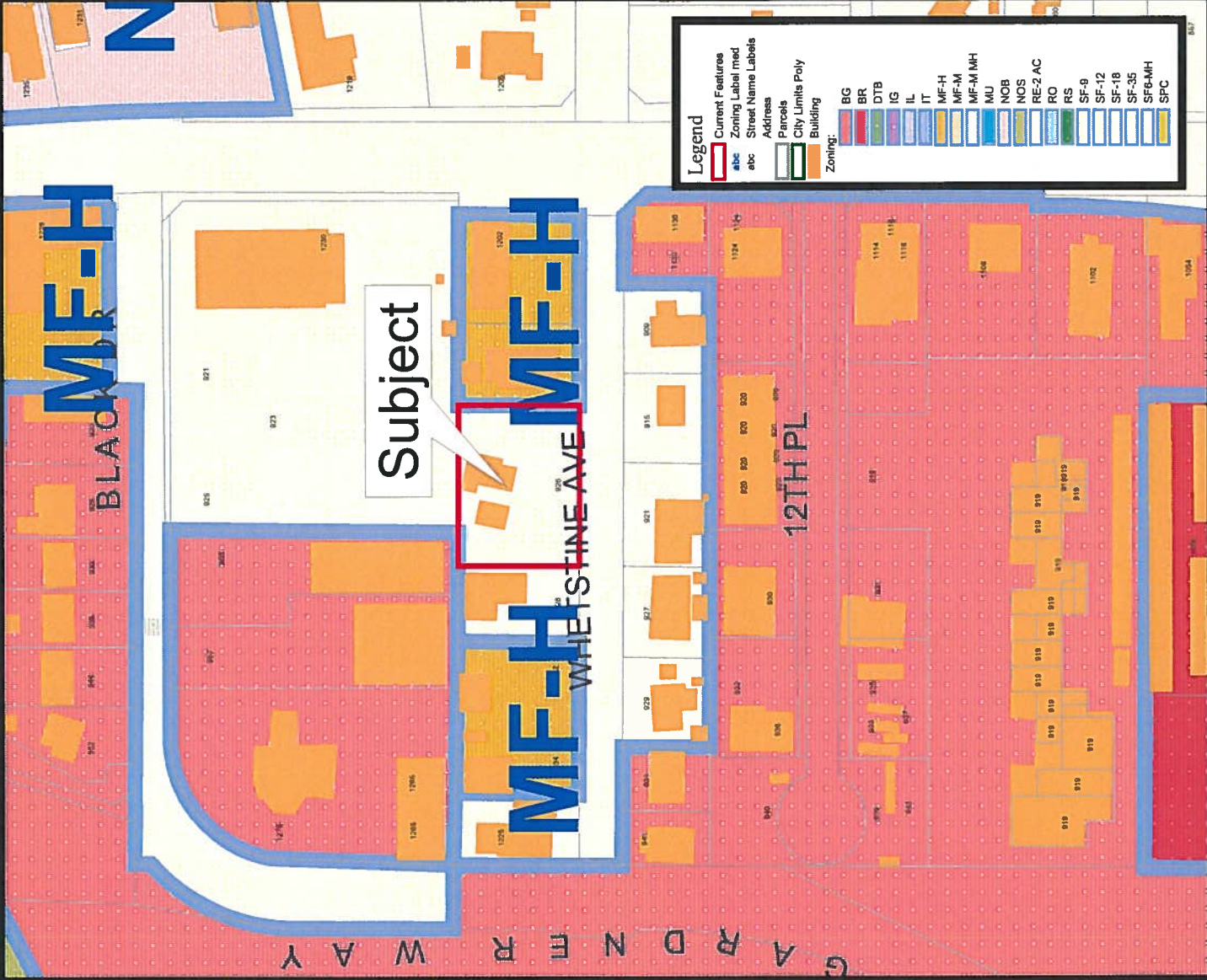
Flood Zone: X:

FIRM Panel: 04025C2055G

Overlay District Information

HPD District: Outside
NR District: Outside
Willow Creek District: Outside
Whipple-Zuma District: Outside
Hwy 69 District: Outside
Prescott East Area Plan: Outside
Prescott Enterprise: Outside
Airport Noise District: Outside
Wildlife Urban Interface: Inside

Planner's Actions:



926 WHETSTINE AVE

This map is a product
of
The City of Prescott



1" = 152'

Parcel Report for APN: 115-05-014

Site Address: 926 WHETSTINE AVE

Owner

GRESETH FAMILY LP
2620 W GREEN BRIER DR
PRESCOTT AZ 86308716

Subdivision Name: 80NITA ACRES

Max. Lot Coverage: 40%

Max. Bldg Height: 35 ft

Setbacks

Front: 25 ft

Side: 7 ft

Rear: 25 ft

Corner: 15 ft

Acres: 5q.ft.

Square Ft:

TRS:

DOR Usage Code: Residential

Description: 0130-SFR-AVERAGE/AVERAGE PLUS

Zoning Information

Zoning: SF-9

Flood Zone: X;

FIRM Panel: 04026C2055G

Overlay District Information

HPD District: Outside
NR District: Outside
Willow Creek District: Outside
Whipple-Zuma District: Outside
Hwy 89 District: Outside
Prescott East Area Plan: Outside
Prescott Enterprise: Outside
Airport Noise District: Outside
Wildlife Urban Interface: Inside

Planner's Actions:

BLACK DR

BLACK DR

WHETSTINE AVE

12TH PL

926 WHETSTINE AVE

Legend

- St. Streets Association 5900
- Parcel
- Current Features
- Language General Plan:
- Agricultural/Recreation
 - Commercial
 - Commercial/Employment
 - Commercial/Recreation
 - Industrial
 - Low-Medium Density Res. (1-2 DU/Acre)
 - Med-High Density Res. (4-32 DU/Acre)
 - Mixed Use
 - Recreation/Open Space
 - Very Low Density Res. (<1 DU/Acre)
 - Yavapai-Prescott Indian Reservation

This map is a product of
The City of Prescott



1" = 173'

Parcel Report for APN: 115-05-014
Site Address: 926 WHETSTINE AVE

Owner:
GRESETH FAMILY LP
2620 W GREEN BRIER DR
PRESCOTT AZ 863058715

Subdivision Name: **BONITA ACRES**

Max. Lot Coverage: **40%**
Max. Bldg Height: **35 ft**
Setbacks
Front: **25 ft**
Side: **7 ft**
Rear: **25 ft**
Corner: **15 ft**

Acres:
Square Ft: **sq.ft.**
TRS:

DOR Usage Code: **Residential**
Description: **0130-SFR-AVERAGE/AVERAGE PLUS**

Zoning Information

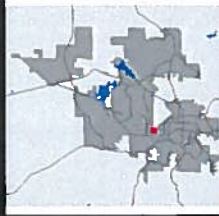
Zoning: **SF-9**

Flood Zone: **X;**
FIRM Panel: **04025C2055G**

Overlay District Information

HPD District: **Outside**
NR District: **Outside**
Willow Creek District: **Outside**
Wipple-Zuma District: **Outside**
Hwy 69 District: **Outside**
Prescott East Area Plan: **Outside**
Prescott Enterprise: **Outside**
Airport Noise District: **Outside**
Wildlife Urban Interface: **Inside**

Planner's Actions:

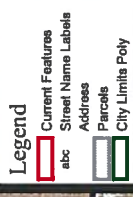


926 WHETSTINE AVE

This map is a product
of
The City of Prescott



0' 1" = 83'



841 Whetstine Ave
Prescott, AZ
April 18, 2015

City of Prescott
Community Development Department
201 South Cortez Street
Prescott, AZ 86303

Re: Planning and Zoning Request RZ15-002: Request for Rezoning at 926 Whetstine Ave from a Single-Family 9,000 sq ft (SF-9) to a Multi-Family High Density (MF-H) Zoning District. Owner / Applicant is Greseth Family L.P. Community Planner is George Worley.

I have been a resident of this Northside neighborhood for the past 42 years and have watched the growth and changes in the housing, business, retail, and traffic that has continually changed as Prescott has grown. Based on what I have seen historically and based on what I see happening on a daily basis on this area of Whetstine Ave, I object to the approval of this zoning request.

I object to changing the above-mentioned property to a Multi-Level HIGH DENSITY property due to the traffic congestion that will result. Whetstine Avenue is a major traffic connector for the Prescott High School traffic between Willow Creek Road and Ruth Street. This school traffic includes school buses, cars and pedestrians. The addition of additional traffic at the intersection of Willow Creek Road and Whetstine Avenue will not be safe. As a resident on the 800 block of Whetstine Avenue, immediately across Willow Creek Road from where this zoning change is requested, I already experience long waits to turn north and south onto Willow Creek Road from Whetstine Avenue because of the traffic. The additional traffic from another multi-family HIGH DENSITY property will only impact this traffic flow even more.

In addition, because of the Prescott High School traffic and its traffic patterns, I have at least three times per week day when I can barely get out of my own driveway due to the school traffic and its traffic patterns. Adding additional traffic and traffic delays at the Willow Creek/ Whetstine Ave intersection will only make this a bigger problem for me and other residents on the 800-block of Whetstine Ave.

Based on these reasons, I plead that you do not approve this zoning request related to the property at 926 Whetstine Avenue.

Sincerely,


Lois Prow

841 Whetstine Ave
Prescott, AZ 86301
928-445-9777



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4-23-15

Time Received: am pm

Received by: mail room

841 Whetstine Ave
Prescott, AZ
April 18, 2015

City of Prescott
Community Development Department
201 South Cortez Street
Prescott, AZ 86303

Re: Planning and Zoning Request RZ15-002: Request for Rezoning at 926 Whetstine Ave from a Single-Family 9,000 sq ft (SF-9) to a Multi-Family High Density (MF-H) Zoning District. Owner / Applicant is Greseth Family L.P. Community Planner is George Worley.

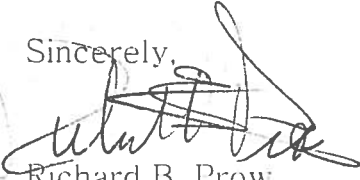
My wife and I have been a residents of the Northside neighborhood for nearly 42 years and have watched the growth and changes in the housing, business, retail, and traffic that has continually changed as Prescott has grown. Based on what I have seen historically and based on what I see happening on a daily basis on this area of Whetstine Ave, I object to the approval of this zoning request.

I object to changing the above-mentioned property to a Multi-Level high-density property due to resultant traffic congestion at the intersection of Willow Creek Rd and Whetstine Avenue. Whetstine Avenue is a major traffic connector for the Prescott High School traffic between Willow Creek Road and Ruth Street. This school traffic includes school buses, cars and pedestrians. The addition of additional traffic at the intersection of Willow Creek Road and Whetstine Avenue will not be safe. As a resident on the 800 block of Whetstine Avenue, immediately across Willow Creek Road from where this zoning change is requested, I already experience long waits to turn north and south onto Willow Creek Road from Whetstine Avenue because of the traffic. The additional traffic from another multi-family high density property will impact this traffic flow even more.

An additional concern related to increasing the traffic in this area is the speed of traffic on the 800 block of Whetstine Avenue. This is zoned as a school zone at 25-miles/hour. Yet once traffic actually gets moving, most times vehicles are moving at a speed much faster than this and even up to 45+ miles per hour. I would hate to see this higher-speed traffic increase in volume due to increased housing from a zoning change across Willow Creek Road.

Based on these reasons, I ask that you do not approve this zoning request related to the property at 926 Whetstine Avenue.

Sincerely,


Richard B. Prow
841 Whetstine Ave
Prescott, AZ 86301



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4.23.15

Time Received: am pm

Received by: mailroom



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4.22.15
Time Received: 2:10 am pm
Received by: SMD

April 20, 2015

Adam Thomas
928 Whetstine Avenue
Prescott, Az, 86305

City of Prescott Planning and Zoning City Council Chamber
To whom it may concern:

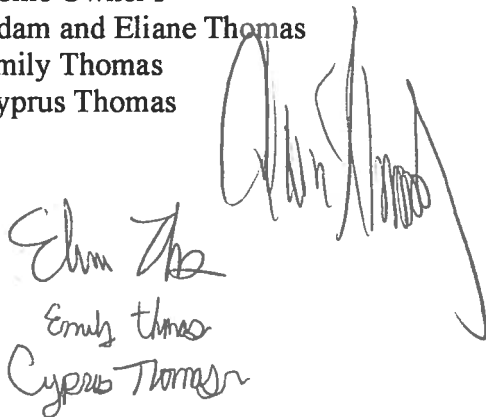
I live on 928 Whetstine Avenue, with my wife and two daughters. The reason we purchased our first home at this address is because the zoning guaranteed a private community lifestyle; which is as you know, currently is Zoned for Single Family Dwellings.

Had we known with that with the stroke of a pen, a contractor, architect and bulldozer can not only change the laws, but effect our quality of life and that of our neighbors forever. All the homes on Whetstine, our home and all our neighbors home values will decline forever. Ironically the only property value than will increase is 926 Whetstine Ave at the cost of our neighborhood home's property value.

You know density is zoned for single family homes. Are we going continuously sacrifice our Prescott Community, our neighborhoods for "progress" Would the owner of the land or any City Counsel Member in this room would allow atrocity this in their backyard in the name? If the City goes ahead with this attack on our community then it must take responsibility,; enact eminent domain, compensate each and every home owner. In the future all of Prescott needs to take a stand and require buffer zones between commercial properties and communities. The existing law/zoning was enacted for the for this very reason.

I challenge the City to do what is right. Is our City going to sacrifice our pride of this small town community for greed and profiteers. This is a dangerous precedent contrary to what makes our town so special.

Home Owner's
Adam and Eliane Thomas
Emily Thomas
Cyprus Thomas



Adam Thomas
Emily Thomas
Cyprus Thomas

To City Council

4/16/2015

I am a 13 year homeowner at 927 Whetstine I bought my house 2002 and did not protest against the new Walmart development project that was built between Gail Gardner and Iron Springs Road. But the rezoning of this single family dwelling at 926 Whetstine to a high density multi-family duplexes I am totally against. This is a nice, quiet neighborhood and would like to see it stay that way. Whetstine is a very small and dangerous road that is in very bad condition, always needing constant repairs. To add a 10 car parking for multiple families or drug rehab it would be a dirt road in less than a year. There are too many accidents on this street as it is, lets not allow it to get worse to where someone has to die. We all spend a lot of time and money to nurture and keep our homes beautiful. My family and I ask respectfully to deny this rezoning at 926 Whetstine and allow us to maintain the equity in our homes during this hard hit housing recovery. Thank you for your consideration in this very important matter.

Mike Wagner



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4-20-15

Time Received: 11:18 am

Received by: SMD



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4/20/15
Time Received: 2:35 am (pm)
Received by: SMD

Dear City Council,
RE: RZ15-002

4/15/15

As 14 year homeowner on this short one hill street, I am not in favor of rezoning 926 Whetstine Avenue from a single family (SF-9) to a (MF-H) Multi-Family high density duplex unit. (Which include 2 duplexes)

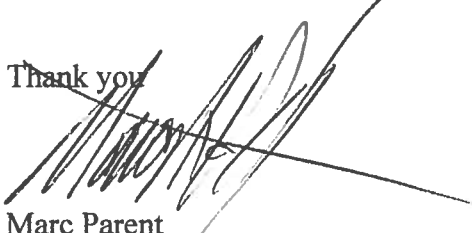
Reasons to include but not limited to:

1. We have enough traffic from Prescott High School to include school busses driving through towards Walmart with no sidewalks. There is on average (40-50) or more pedestrians walking daily to and from the shops in and around Walmart that throw shopping bags, drinking cups, soda cans, cigarette butts, and the occasional used needle and condom on the street consistently that are found. Who knows how many pedestrians are passing through after dark.
2. This road is poorly maintained already, and can't possibly take on additional 10 parking spaces from this proposal, which does not include additional parking on the streets. And we all know there will be more parking on the streets. As this street only has full east to west access from Willow Creek through to Gail Gardner. It is closed to traffic from Gail Gardner on the south side of the street making it only drivable to residents one way heading east. See photos provided.
3. There have been a total of (67) accidents on the West and East ends of Whetstine Avenue. I have included a printout from the Prescott Police Department courtesy of Joyce Marshall, the records supervisor. It contains (54) accidents noted on Gail Gardner, (32) of those are at the intersection on Whetstine and Gail Gardner. Of those (32), (10) with injuries, (9) non injuries and the remaining (13) accidents do not provide intel if they had injuries or not. However, that is still too many accidents at the end of such a small street. With the remaining (22) accidents happening one street over to the north on Black Drive and Gail Gardner. (4) with injuries, (9) non injuries, and (8) accidents with no intel. There are also (13) accidents noted on the intersection of Whetstine Avenue and Willow Creek Road. (9) injuries and (6) non injuries. It is clear that additional multi-family rental housing will contribute to even more traffic, congestion, and safety especially on and around Whetstine Avenue.
4. There is a serious blind spot on the top of the hill of Whetstine Avenue going east. I have observed many times people driving west from Willow Creek up the hill only to slam on their brakes as they start descending down the hill towards Walmart, in an effort to avoid hitting the pedestrians walking east up the hill towards willow creek on the north side of the street. Adding two Multiple-Family high density duplex units will only make traffic worse.
5. It has been made clear by research that multi family duplex units depreciate the overall property value of the neighborhood. Why is it that an individual can buy a property, change the zoning then devalue the homeowners equity just because they want to make money? When one duplex moves in on your street, you've lost some equity. When two or more are allowed to be rezoned and built, you've lost considerably more equity. This effects every homeowner negatively, especially the ones on

Whetstine Avenue where this rezoning is proposed. Since these home values are already at a lower marker price point we have everything to lose, especially if its your only or biggest investment. The Greseth Family LLC however has everything to gain. This one man can take away all we have worked for.

6. We currently have multiple sober living homes in our neighborhood which adds considerable depreciation to our home value. Our crime rate is going up thanks to our new unregulated drug addicted multi-family rental neighbors in residential areas being allowed to move in everywhere un noticed. By rezoning this property you the City Council are allowing the possibility of more sober living multi family locations to creep into our neighborhood, and city. As this rezoning will make it the perfect property for this type of housing. Our local newspapers continue to report what unfortunate circumstances the City of Prescott is in with this particular problem. As a home owner, this is a cry for help. Where and when is the line drawn on these devastating negative changes to our city and town? There is no reason more rezoning and high density multi-family duplexes in residential areas are needed aside from one individual's need for greed as many other struggling working homeowners try to keep the value of their investment in this hard hit slow returning economy. I ask you, the City Council members, to make a responsible decision based on the current domino effect that is in motion. By continuing to grant these zoning changes in all of Prescott's residential neighborhoods its clear the direction and reputation of this once respected town will continue to diminish. Please banish the rezoning proposal for 926 Whetstine Avenue before we are inundated with more unregulated sober living drug addiction recovery homes as our neighbors.

Thank you



Marc Parent
929 Whetstine Avenue
Prescott, Az. 86305

April 14, 2015

City of Prescott Community Development Department
201 S. Cortez Street
Prescott, Arizona, 86303

RECEIVED
APR 14 2015
CITY OF PRESCOTT
COMMUNITY DEVELOPMENT

Re: RZ15-002, 926 Whetstine Avenue

Gentlemen:

We are the owners of the property at 921 Whetstine Avenue, directly across the street from the subject property. While we have no problem with the owners building a couple of duplexes on their property as competition to ours, we have several concerns. At about the same time we received notice of their intent to change use of their property, there was a large roll off dumpster dropped off at the adjacent property at 924 Whetstine. Apparently, someone was in the process of extensive interior demolition. It is important to note that 924 Whetstine had been for sale for quite some time, and we had previously observed that both 924 and 926 Whetstine had been utilized by the same organization. 924 Whetstine is zoned commercial. Having toured the inside of that property while it was for sale, it was obviously set up for a "rehab" style use which included a theater room complete with theater style seating. It had several kitchens, living and dining quarters, bathroom and gathering areas in a very "communal" style.

Years ago, we observed another "rehab" organization's setting up of a similar situation on First near Hillside with combination meeting and adjacent living quarters. We have great concern that this is what is happening here.

We have been to the City three times in person, as well as a follow up phone call, since we received your notice in the mail about three weeks ago. We met with Randall Pluimer, Chief Building Officer and George Worley, Planning Manager who have not been able to provide information to us to allay our concerns. Each time we came we were assured that they would call us, and we have yet to receive any response as of this date.

Page 2

Our concern is that the owner of 926 Whetstine is simply building institutional housing for the contiguous property in order to house "rehab" patients for their time before, during and/or after "rehab". While very profitable for the owner of the property, it will be detrimental to the neighboring properties. It is also very close to an existing "rehab" property at 12th and Willow Creek.

Unless these concerns can be addressed, we strongly oppose the rezoning of this property to Multi-Family High Density use.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ron Starick", with a long horizontal flourish extending to the right.

Ron Starick

A handwritten signature in cursive script, appearing to read "Jeanne Starick", with a large, stylized initial "J" and "S".

Jeanne Starick

April 13, 2015

Prescott Community Development Department
20/E. Cortez
Prescott, Az. 86303

Dear Department,

As a Home Owner in the Tri City Area, I understand too well what re zoning does to the neighborhood. I am so disappointed that not just the city of Prescott, but Prescott Valley as well allows the chopping up of a community. It is clear there are no restrictions in place to protect the homeowners in this entire community. Very poor planning for this area. I sympathies with the rezoning request for Prescott's Whetstine Avenue homeowners. No wonder why there is so much talk about long time residents wanting to move out of the area due to the chopped up residential areas, and the problems that exist because of it. It clearly leads a pathway to the unregulated unwanted half way houses bombarding our Tri City area. This re zoning request only grants more access to more sober living housing. As a community, our Tri City area does not have the capacity to offer jobs to these many individuals wondering around in the day time in large groups looking for work. I only see problems and failure for this type of unorganized program to continue splitting our Tri Ctiy area at the seams. I do not support re zoning of any residential neighborhood as it depreciates my home value. The saying "This is everybody's hometown", makes me wonder what kind of town its becoming. Looks to me like its becoming a drug rehab community, and the rest of our homeowners are paying the price. Why does re zoning a perfectly nice residential neighborhood make sense. Why cant they build or buy in the proper zoning areas, so they don't impose this crisis upon us.

Please don't approve this re zoning to 926 Whetstine Avenue.

Thank you,



Dolores Gockel
3565 Christine Drive
Prescott Valley, Arizona 86314



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4-20-15

Time Received: 8:00 am pm

Received by: SMD

To whom it may concern.

I am writing in regards to the re-zoning of 926 Whetstine Ave. I wish to express my reservations of this action. The street is a relatively quiet neighborhood, and I feel that by rezoning to a higher multifamily density will transform the neighborhood into a more commercial atmosphere, with increased traffic and unsafe travel conditions. There are no sidewalks, so foot travel will all be in the street. With increase traffic, this increases the likelihood of accidents with pedestrians.

Our property is next to 926 Whetstine, and the location of the buildings that will placed will encroach upon our privacy and block our views of the surrounding landmarks.

Thanks for reading my letter in regards to these actions you are about to take.

Thanks,

Jason Jacobs



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4-22-15

Time Received: 11:08 (am) pm

Received by: SMB

April 20, 2015

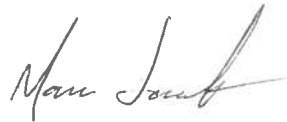
To Whom It May Concern:

This letter is regarding the request for the rezoning of 926 Whetstine Ave from a Single-Family to a Multi-Family High Density property. My husband and I just recently purchased the property directly adjacent to this property, 924 Whetstine Ave. We are excited about our property due to the fact that it is located on a quiet, safe, low traffic street. We also have a very nice view of Thumb Butte from our house and deck.

The current plans presented by the Greseth Family will not only increase traffic and noise, but also obstruct our view. I am very upset about this request, especially because the plans are showing a unit to be placed so close to my property line. In addition, the property is located at the highest point on Whetstine. Placing apartment buildings on this property will definitely invade my privacy and the privacy of everyone on the street. I do not feel that the plans of this family are being made with consideration of the neighborhood. I feel that 926 Whetstine is not the appropriate location for what the Greseth Family is presenting. All the houses on Whetstine Ave. are residential, not commercial and there is not enough space to turn the property into something other than what it is without changing the entire dynamic of the neighborhood.

Thank you for taking the time to read this letter. Please consider my concerns as you make your decision for the request to rezone 926 Whetstine Ave.

Sincerely,



Marcie Jacobs



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4-22-15

Time Received: 11:08 am

Received by: SMP



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4/21/15
Time Received: 2:33 am pm
Received by: SMP

April 20, 2015

Dear Mr Worley

This letter is in regards to the rezoning request of 926 Whetstine from single family to multi-family high density.

I purchased a house in a single family area for a reason. I did not want to live next to apartment complexes because of the noise and congestion. I did not want crowds of people making noise all night long. Despite the proximity to Walmart, Whetstine is a quiet street at night.

Rezoning 926 Whetstine would singlehandedly **more than double** the population on a street which is already poorly maintained and congested. In the 9 years I have lived here the street has not been paved once. The potholes are patched every year or so and these patches last for a few months at best. Traffic from people coming from Willow Creek to Walmart across Gail Gardner has increased dramatically in that time as have the accidents. I have lost count of the number of accidents which have occurred on the corner of Whetstine and Gail Gardner as this has become almost a monthly occurrence. This street was not designed for high traffic, however the addition of Walmart has pushed traffic to its limits. Additionally the steep hill and infrequent snow plowing coupled with adding more vehicles is recipe for disaster.

The city seems to have no effective regulations in regards to how many people can live in a dwelling. I have no idea how many people will be living in this structure 5 years from now. As it stands now there could be any number from 10 to 30. Maybe more. If they all have vehicles 10 spaces will not be adequate. Will they also park on the side of the street obstructing vision making a dangerous situation even worse? I have been almost hit by cars more times than I can count on this street. There are no sidewalks, with people parked along the side of the street exactly where are pedestrians expected to walk?

This project does absolutely nothing to benefit the existing residents, many of whom have lived here for decades. It does however impose hardships on them. It does however disrupt their lives. It creates dangerous situations with traffic and makes an already bad traffic situation worse.

The owners of 926 Whetstine were aware of what their zoning was when they purchased the property as was I when I purchased mine. Now however that isn't good enough for them and they would like to launch a speculative venture that may or may not work. If it works, they are the ones that will benefit from it. Regardless of whether it works or not however the rest of the residents of Whetstine will be the ones who pay the price without receiving any benefit. I can not think of one possible way that I would benefit from this project but I can think of countless where I would have my quality of life harmed. Zoning laws are there to protect the population as a whole from those who would degrade everyones quality of life so they alone could profit. Zoning laws prevent me from turning my property into an aluminum smelting plant not to punish me, but to protect the rights and property of my neighbors. Does this project benefit the neighborhood in general? The consensus seems to be no, it does not. I have no problem with the lot being split and single family houses being built but this project is totally out of character for the neighborhood and harms everyone here in one way or another.

As a side note, I frequently walk my dog down the street. Yesterday I walked the dog down the street past the lot in question and there was no signage in regards to the zoning meeting. When I walked down the street today, there was. It appears to me, and to several neighbors I talked to that this is the first time the signs have been in place. It is my understanding that the signs must be up long before the hearing in question, not 12 days before.

A handwritten signature in black ink, appearing to read 'Jamie Stewart', with a long, sweeping horizontal line extending to the right.

Jamie Stewart
931 Whetstine
Prescott, Az 86302

April 14, 2015

RECEIVED
APR 14 2015
CITY OF PRESCOTT
COMMUNITY DEVELOPMENT

City of Prescott Community Development Department
201 S. Cortez Street
Prescott, Arizona, 86303

Re: RZ15-002, 926 Whetstine Avenue

Gentlemen:

We are the owners of the property at 921 Whetstine Avenue, directly across the street from the subject property. While we have no problem with the owners building a couple of duplexes on their property as competition to ours, we have several concerns. At about the same time we received notice of their intent to change use of their property, there was a large roll off dumpster dropped off at the adjacent property at 924 Whetstine. Apparently, someone was in the process of extensive interior demolition. It is important to note that 924 Whetstine had been for sale for quite some time, and we had previously observed that both 924 and 926 Whetstine had been utilized by the same organization. 924 Whetstine is zoned commercial. Having toured the inside of that property while it was for sale, it was obviously set up for a "rehab" style use which included a theater room complete with theater style seating. It had several kitchens, living and dining quarters, bathroom and gathering areas in a very "communal" style.

Years ago, we observed another "rehab" organization's setting up of a similar situation on First near Hillside with combination meeting and adjacent living quarters. We have great concern that this is what is happening here.

We have been to the City three times in person, as well as a follow up phone call, since we received your notice in the mail about three weeks ago. We met with Randall Pluimer, Chief Building Officer and George Worley, Planning Manager who have not been able to provide information to us to allay our concerns. Each time we came we were assured that they would call us, and we have yet to receive any response as of this date.

Page 2

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Unless these concerns can be addressed, we strongly oppose the rezoning of this property to Multi-Family High Density use.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ron Starick", with a long horizontal flourish extending to the right.

Ron Starick

A handwritten signature in dark ink, appearing to read "Jeanne Starick", with a large, stylized "S" for the last name.

Jeanne Starick

5881 Nightshade Lane
Prescott, AZ 86305
April 19, 2015

Prescott Planning and Zoning
City of Prescott
201 S. Cortez
Prescott, AZ 86303

Commissioners,

I am a homeowner and 14 year resident of Prescott. I write to express my concern when single family residential properties are rezoned as multi-family properties for the sole purpose creating "sober housing" or other types of drug and chemical rehab centers. We all see the need for humane treatment of those struggling with addictions. That canard will likely be used at future hearings. The issue is where these homes should be allowed. Many of us that moved to Prescott used our life savings to buy our retirement house. Any Prescott realtor will tell the Commission that having a sober house next door, or even down the street, will devastate the value of single family homes.

I'm particularly concerned about the proposed rezoning of a property at 926 Whetstine Ave. This proposal will be heard by you on April 30th. Although I don't live on Whetstine, friends that do have already witnessed the effects of a nearby rehab facility. Residents near the facility are subjected to late night traffic and loud back yard conversations at all hours. They've lost the private enjoyment of the homes as addicts peer into their homes and yards.

I urge the Commission to reject the rezoning application and keep the entire street zoned for single family housing.


Paul R. Feirick



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4-23-15

Time Received: am pm

Received by: unmailroom

5881 Nightshade Lane
Prescott, AZ 86305
April 19, 2015

Prescott Planning and Zoning
City of Prescott
201 S. Cortez
Prescott, AZ 86303

Commissioners,

I am a homeowner and 14 year resident of Prescott. I write to express my concern when single family residential properties are rezoned as multi-family properties for the sole purpose creating "sober housing" or other types of drug and chemical rehab centers. We all see the need for humane treatment of those struggling with addictions. The issue is where these homes should be allowed. Many of us that moved to Prescott used our life savings to buy our retirement house. Any Prescott realtor will tell the Commission that having a sober house next door, or even down the street, will devastate the value of single family homes.

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I urge the Commission to reject the rezoning application and keep the entire street zoned for single family housing.



Deanne L. Feirick



COMMUNITY DEVELOPMENT
City of Prescott, Arizona

Date Received: 4-23-15

Time Received: am pm

Received by: mailroom

ORDINANCE NO. 4947-1485

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT LOCATED AT 926 WHETSTINE AVENUE, FROM SINGLE-FAMILY 9 (SF-9), ZONING DISTRICT TO MULTIFAMILY HIGH (MF-H) ZONING DISTRICT.

RECITALS:

WHEREAS, the owners of certain properties within the corporate limits of the City of Prescott have requested a rezoning of their property; and

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held public hearings regarding said rezoning; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to rezone certain property; and consistent with the General Plan; and

WHEREAS, the requirements of Section 9.15 of the City of Prescott *Land Development Code* have been met.

ENACTMENTS:

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

SECTION 1. THAT, the following described parcel of land, further described in Exhibit A attached hereto and made a part hereof, is hereby reclassified as follows: Single-family 9 (SF-9) zoning district to Multifamily High (MF-H) zoning district.

SECTION 2. THAT the Mayor and Staff are hereby authorized to take all necessary steps to effectuate such rezoning.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this ____ day of _____, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

RESOLUTION NO. 4305-1514

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE 2003 GENERAL PLAN LAND USE MAP DESIGNATION AT 926 WHETSTINE AVENUE FROM “LOW-MEDIUM DENSITY RESIDENTIAL” TO “MEDIUM-HIGH DENSITY RESIDENTIAL”.

RECITALS:

WHEREAS, the City of Prescott has received a request to amend the 2003 General Plan Land Use Map pertaining to a property at 926 Whetstine Avenue; and,

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held public hearings regarding said amendments and voted to recommend approval of the request; and

WHEREAS, THE City Council of the City of Prescott has determined that it would be in the best interest of the public to amend the 2003 General Plan Land Use Map pertaining to said property; and,

WHEREAS, the requirements of the 2003 Prescott General Plan ratified on May 18, 2004, ARS Section 9-461.11, and Resolution No. 3678 have been met.

ENACTMENTS:

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

SECTION 1. That the General Plan Map be amended to reflect a new designation of “Medium-High Density Residential” for 926 Whetstine Avenue.

SECTION 2. That the Mayor and staff are hereby authorized to take all such steps as may be necessary to effectuate said “General Plan Land Use Map” amendment.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on
this _____ day of _____, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Community Development

AGENDA ITEM: Special Use Permit (SUP14-005) for the installation of a Cell Tower at 930 Ruth Street [Site Zoning: Business General (BG); Property Owner: Prescott Unified School District; APN 116-19-006]

Approved By:		Date:
Director:	Guice, Tom	07/06/2015
City Manager:	McConnell, Craig	07/09/2015

Item Summary

This is a request for a Special Use Permit (SUP) for the replacement of an existing 60 foot high light pole with a 60 foot high pole and installation of a cellular antenna on the new pole. The Land Development Code (LDC) established the SUP process for all cellular communications towers (installation), except those owned and operated by a governmental entity. LDC Section 2.4.49 establishes the design and approval process. The location is zoned BG, which allows telecommunications facilities with an approved SUP.

Background

Verizon Wireless is seeking to install a cell tower to improve their service coverage and data capacity in the vicinity of Prescott High School on Ruth Street. The proposed location is within a commercial district containing sports fields south of the tennis courts. The proposed site is near the northeast corner of the ball field, outside the backstop fence.

Site Design

The installation will replace a pole at the same location, and of the same height as the existing 60 foot high pole. The existing pole supports netting above the backstop and the replacement pole will also serve that purpose. The design is a monopole with three 12' antenna arrays at the top. The pole is 63 feet from the nearest (east) property line. This meets the fall distance setback as required by LDC Section 2.4.49.L.2.a. The design will allow co-location of additional antennas, but none are proposed at this time.

Agenda Item: Special Use Permit (SUP14-005) for the installation of a Cell Tower at 930 Ruth Street [Site Zoning: Business General (BG); Property Owner: Prescott Unified School District, APN 116-19-006N]

The antenna has an associated ground mounted equipment cabinet. The cabinet and a back-up diesel generator will be placed within a concrete block compound attached to the back side of the existing dugout, and painted to match. The block wall will secure the compound, and provide sound attenuation for the back-up generator.

Modification of Standard Requirements

The SUP process allows for Council approval of tower heights in excess of the district allowance. In this instance, the Business General (BG) district has a height limit of 50 feet. The requested 60 foot monopole requires specific Council height approval as a part of the SUP approval.

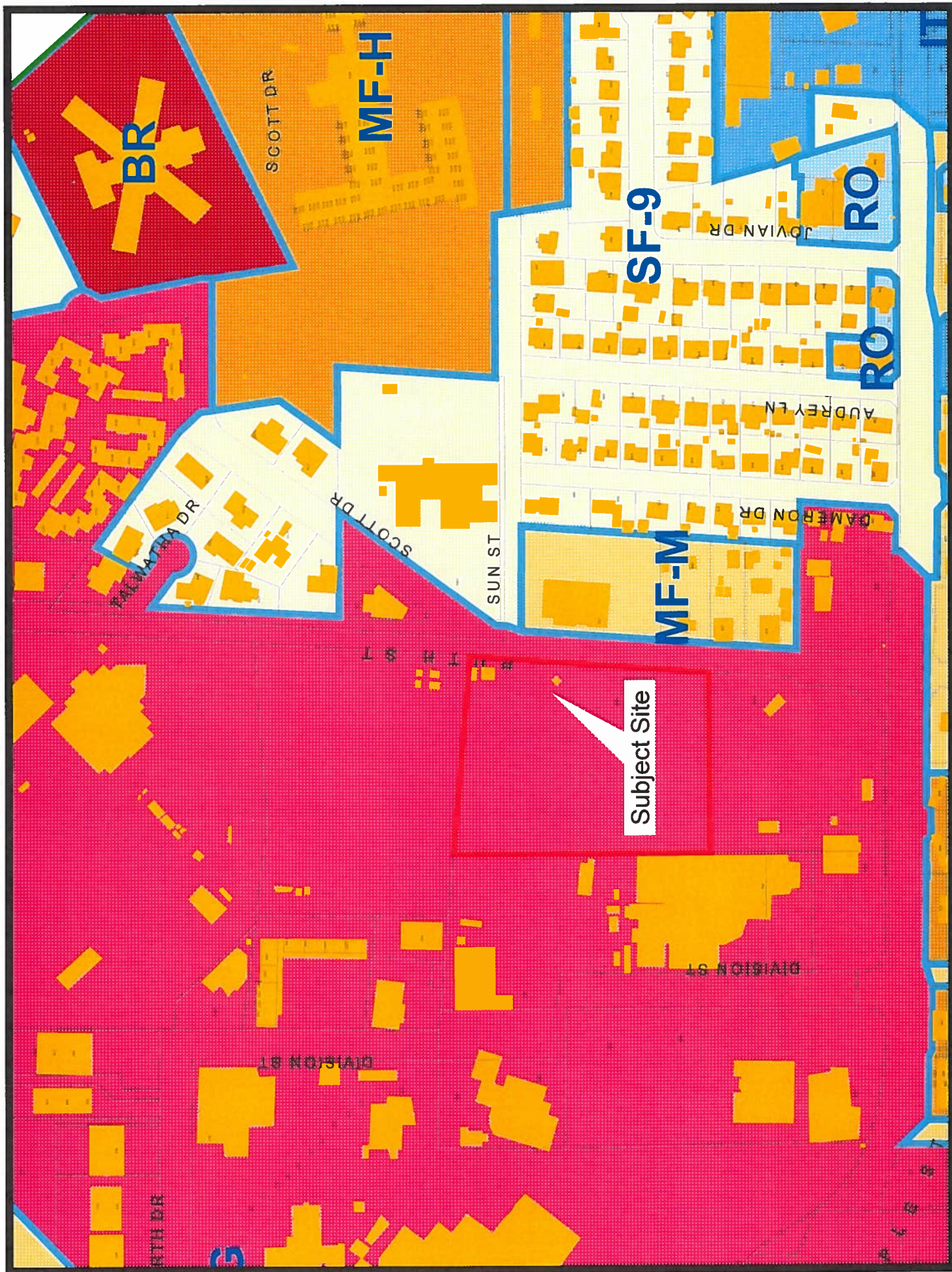
Neighborhood Comments

Notice was mailed to property owners within approximately 500 feet of the proposed location. At the time of this item submittal, no objections have been received.

Attachments

1. Vicinity and Zoning Map
2. Aerial Vicinity Map
3. Site Plan Packet

Recommended Action: **MOVE** to approve SUP14-005 for installation of a cellular monopole antenna at 930 Ruth Street, with a maximum pole height of 60 feet.





Subject Site





120 W. GILMAN DR. TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
WIREMAN SIGNATURE	DATE



ADDRESS: 1100 N. 31ST AVE. #100, WILSON, AZ 85205
PHONE: (480) 530-0000 FAX: (480) 530-0003

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PROJECT NUMBER	1100 N. 31ST AVE. #100, WILSON, AZ 85205
DRAWN BY	DK
CHECKED BY	DK

REVISIONS	DATE	DESCRIPTION
1	08/09/14	ISSUE TO CLIENT
2	07/10/14	ISSUE FOR SUBMITTAL
3		
4		
5		
6		
7		
8		
9		
10		

SITE NAME	AZ2 YMCA
SITE ADDRESS	950 RUTH ST PHOENIX, AZ 85005
SHEET TITLE	SITE PLAN
SHEET NUMBER	Z-1

LESSEE MONOPOLE SETBACK DIMENSIONS FROM NEAREST PROPERTY LINE	
NORTH	159'-4"
SOUTH	323'-8"
EAST	62'-10"
WEST	317'-10"



1
Z-1
SITE PLAN

DATE	DATE	DATE	DATE
CONSTRUCTION SIGNATURE	DATE	DATE	DATE
RF SIGNATURE	DATE	DATE	DATE
REAL ESTATE SIGNATURE	DATE	DATE	DATE
MICROWAVE SIGNATURE	DATE	DATE	DATE



4835 E WINDUST ST. #114 MEA, AZ 85206
PHONE (480) 830 0341 FAX (480) 830 0353

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE AND IS PROVIDED SUBJECT TO THE PROVISIONS OF THE VERIZON WIRELESS SERVICE AGREEMENT. VERIZON WIRELESS SERVICE AGREEMENT.

PROJECT NUMBER	DRAWN BY	CHECKED BY
1001	NO	DR
REVISIONS	DATE TO CORRECT	DATE FOR SUBMITTAL
A	08/11/14	08/11/14
B		
C		
D		
E		
F		
G		
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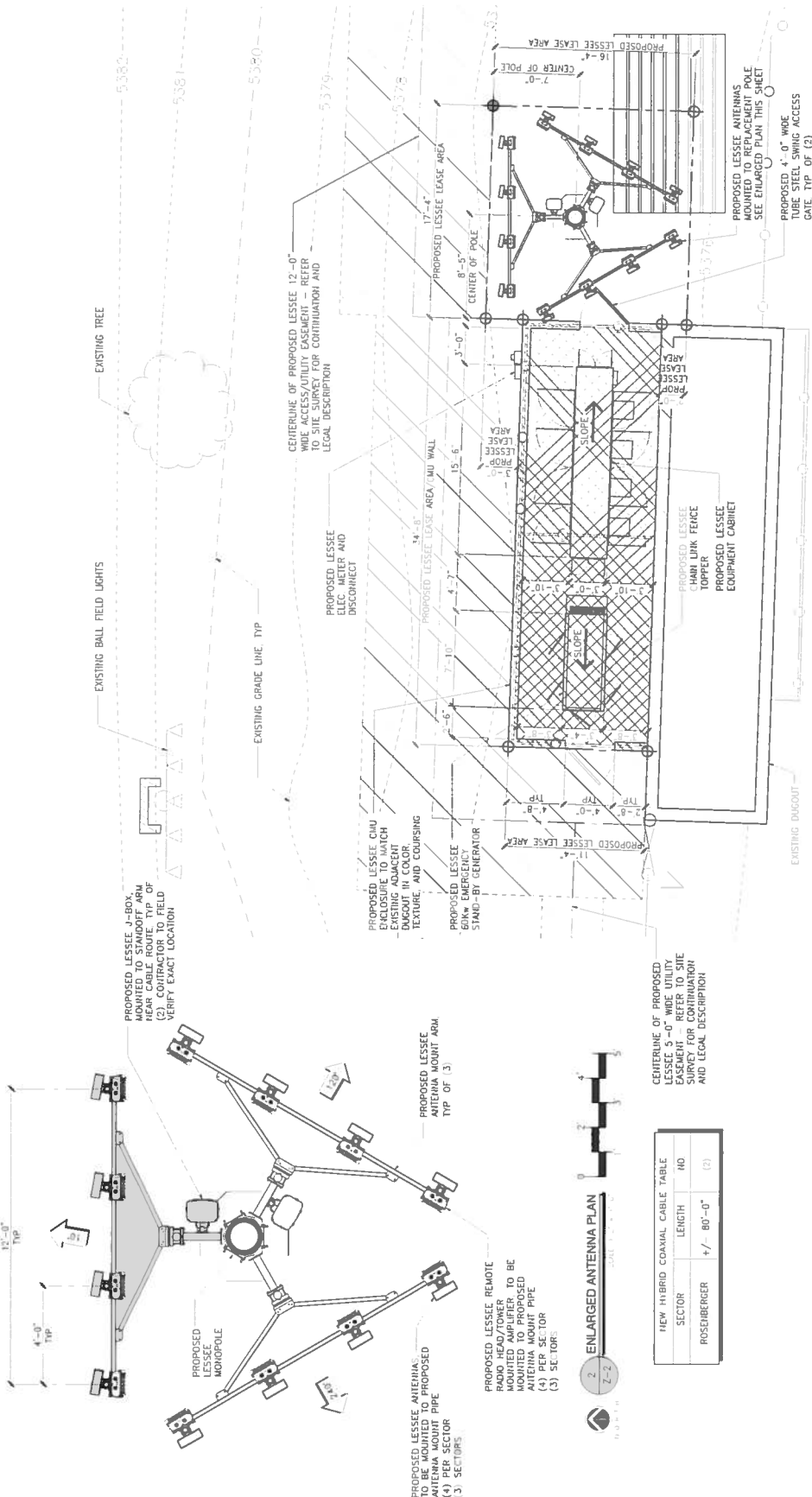
AZ2 YMCA

SITE ADDRESS
900 BUTTE ST.
PRESCOTT, AZ 86305

SHEET TITLE
**ENLARGED SITE
PLAN & ANTENNA
PLAN**

SHEET NUMBER

Z-2

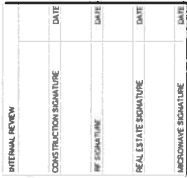


ENLARGED ANTENNA PLAN

SECTOR	LENGTH	NO
ROSENBERGER	+/- 80'-0"	(2)

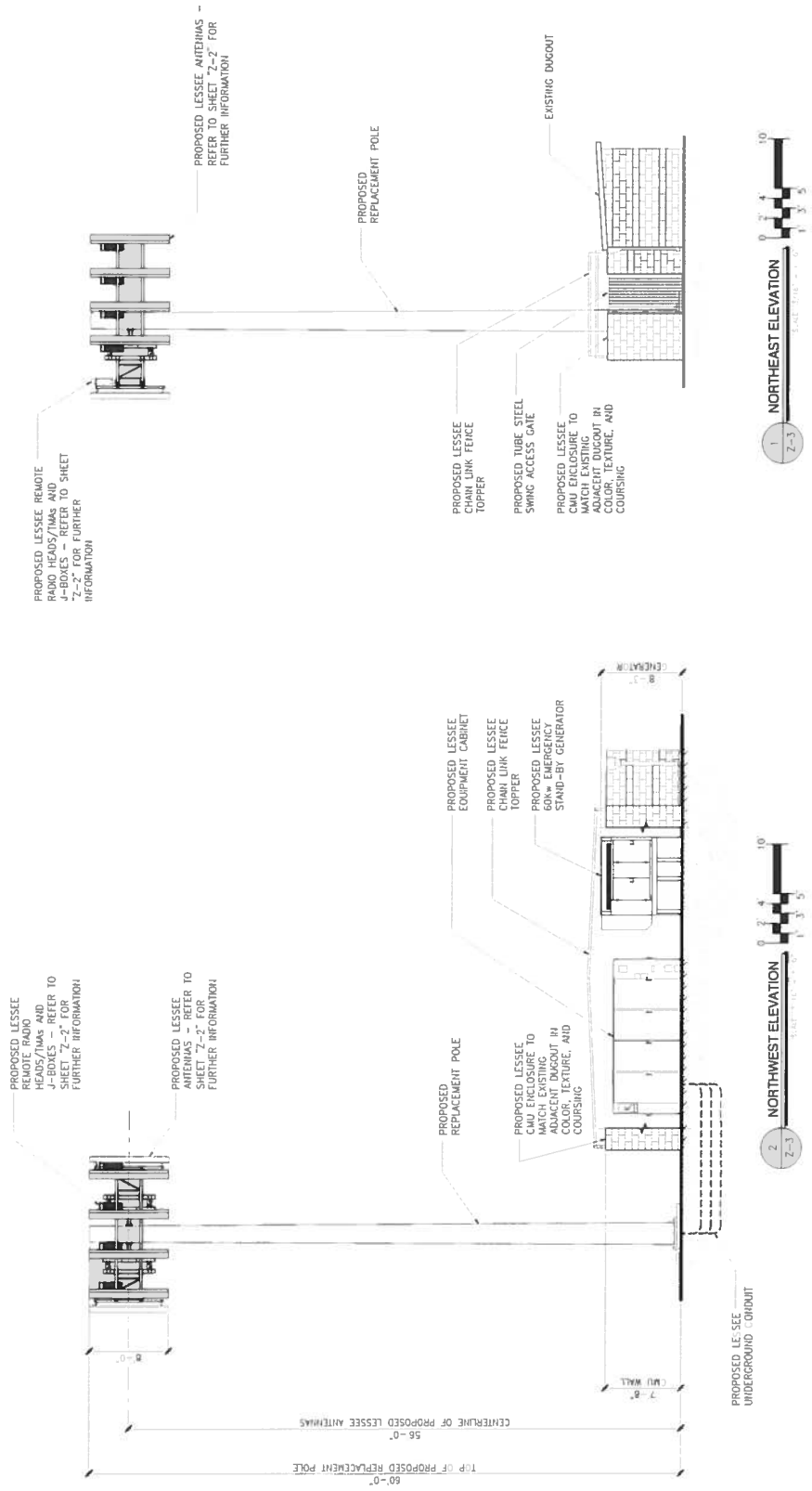
ENLARGED SITE PLAN



[illegible]

SHEET NAME	AZ2 YMCA	SHEET ADDRESS	8300 RUTH ST PRESCOTT, AZ 86305	SHEET TITLE	PROJECT ELEVATIONS	SHEET NUMBER
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N-3



MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Approval of purchase of 2,160 ea. 65-gallon residential containers from Otto Environmental using Houston-Galveston Area Council (HGAC) contract pricing in the amount of \$100,609.82 (Solid Waste Fund)

Approved By:		Date:
Director:	Miller, Stephanie	07/09/2015
City Manager:	McConnell, Craig	07/09/2015

Item Summary

The Solid Waste Division relies on high-density polyethylene (HDPE) composite residential containers to service the solid waste and recycling needs of the community. Currently, there are 31,000 containers in use City-wide, each having a useful life of approximately 10 years. The Division delivers approximately 42 new containers per week which is a 7% replacement rate each year. The replacements are due to a number of factors including the age and condition of containers in the field, new customers, and requests for extra containers.

Background

For the past three years, the Solid Waste Division has used HGAC contract pricing to purchase Otto Environmental containers. The containers are high quality, fit the size and shape of the collection vehicle grippers, and have a wider wheelbase that allows the container to remain upright in windy conditions. The Division has a sufficient supply of replacement parts for this particular brand of containers.

Due to the success of the last two purchases, and efficiency gained by standardizing containers, the Division is again requesting to purchase containers from Otto using the HGAC contract at a price of \$42.46 per each 65-gallon container. This purchase price is unchanged from FY14, and FY15. The proposed purchase quantity is projected to allow the Division to fulfill container needs for FY16.

Agenda Item: Approval of purchase of 2,160 ea. 65-gallon residential containers from Otto Environmental using Houston-Galveston Area Council (HGAC) contract pricing in the amount of \$100,609.82 (Solid Waste Fund)

Financial Impact

The FY 16 Solid Waste Fund includes \$130,000.00 for HDPE containers. The HGAC contract price for FY 16 remains at \$42.46 per each 65 gallon container.

The total amount of this purchase is \$100,609.82, including freight and tax.

Attachment

1. Otto Environmental HGAC Quote

Recommended Action: MOVE to approve the purchase of 2,160 ea. 65-gallon residential containers from Otto Environmental using Houston-Galveston Area Council (HGAC) contract pricing in the amount of \$100,609.82.



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

GC01-13

Date
Prepared:

7/8/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Prescott	Contractor:	Otto Environmental Systems
Contact Person:	Mike Carr	Prepared By:	Brandon Budlong
Phone:	928-777-1116	Phone:	704-500-4546
Fax:	928-771-5824	Fax:	
Email:	mike.carr@prescott-az.gov	Email:	brandon.budlong@otto-usa.com

Catalog / Price Sheet Name:	A09
General Description of Product:	Otto MSD 95/65 Gallon Edge Style Residential Roll-Cart

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
			0
2160	MSD-65E-65 Gallon Universal Edge Roll out container	\$42.46	91713.6
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			91713.6

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Freight and Admin Fee Included	0
Tax 9.7%	8,896.22
	0
Subtotal C:	8896.22

Delivery Date:	60 days	D. Total Purchase Price (A+B+C):	100609.82
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MEETING DATE/TYPES: VOTING SESSION 7-14-2015

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Resolution No. 4294-1503, Ordinance No. 4935-1473 and Ordinance No. 4936-1474, amending engineering and utility fees with an effective date of September 1, 2015

Approved By:		Date:
Director:	Hash, Henry	06/30/2015
City Manager:	McConnell, Craig	07/08/2015

Item Summary

This item outlines proposed adjustments to fees for various plan review, inspection and utility activities provided by the Public Works Department and how they are calculated, in order to more reasonably recover the costs of these services, including some newly mandated State requirements.

The proposed update of engineering and utility fees was presented and discussed in detail at the June 2, 2015, Council Workshop. Two individuals representing the contracting and development community expressed their support of the revisions at that time.

Background

In early 2015, Public Works commenced review of various fees related to private residential and commercial development, in order to determine if they substantially cover the cost of various inspections, plan review and utility services.

Inspection of public infrastructure such as water mains, sewer mains, drainage, and streets were addressed, as well as those for Erosion and Sediment Control (ESC) mandated by ADEQ for the Stormwater Pollution Program. Under the current fee schedule, Public Works inspections are assessed based on lineal feet of pipe or square feet of paving, and there is no charge set for ESC inspection. The proposed fees are based on an average hourly rate of \$75, reasonably reflecting actual City costs to provide the services. This proposed basis will more closely align the fee with inspection workload and the cost to outsource inspections, should that be necessary at times of peak activity.

For plan review, the fee will remain at \$96 per plan sheet for water and sewer, and \$63 per sheet for streets. However, the review fee will be charged not only for the first review, but for each subsequent review. This approach more accurately reflects actual costs, and will likewise facilitate outsourcing plan review, should it become necessary.

For wastewater utility operations, the proposed sewer tap, dye test and private sewer tap locate fees are new. These services are not required for every project. On the occasions when they are needed, the proposed fee will substantially cover City costs to perform the services.

Finally, fees for water utility line taps and fire line tests are proposed to be increased to more closely align them with actual costs. The cost of water meters has been reduced through a recent state bid, therefore the fees for all sizes of water meters are being lowered.

Engineering fee adjustments were presented to the Yavapai County Contractors Association on March 17, 2015, and at a quarterly meeting with contractors held in the Council Chambers on March 26, 2015. Comments received included questions of how the inspection deposits will be managed, and concerns that a balance could be due to the City at the end of a project. In response to these comments, a "Public Works Inspection Deposit Policy" and a "Public Works Inspection Deposit Form," which will assist in determining the amount of deposit to be collected at the beginning of the project, have been drafted (attached). Management of deposits will be performed according to the policy by Public Works personnel, as documented in the Trakit database used to schedule and record the results of inspections.

Resolution No. 4294-1503 includes the complete list of fees, and provides for a Consumer Price Index (CPI) increase on an annual basis, unless a different rate is set by the City Council. Ordinance 4935-1473 and Ordinance 4936-1474 include amendments to City Code related to the fee adjustments, and include corrections to the Code for cross-referencing between Title II and Title III.

Financial Impact

Inspection and plan review fee revenue depends upon permitting activity. A steady increase of 18-20% in permitting activity has occurred over the last three years.

Revenues to the Water, Wastewater and Street Funds, are expected to increase with an increase in permitting activity, reasonably recovering the costs to provide the services described herein.

Agenda Item: Adoption of Resolution No. 4294-1503, Ordinance No. 4935-1473 and Ordinance No. 4936-1474, amending engineering and utility fees

Attachments

1. Resolution No. 4294-1503
2. Ordinance No. 4935-1473
3. Ordinance No. 4936-1474

Recommended Action (Separate Motions): (1) **MOVE** to adopt Resolution No. 4294-1503, (2) **MOVE** to adopt Ordinance No. 4935-1473, and (3) **MOVE** to adopt Ordinance No. 4936-1474.

RESOLUTION NO. 4294-1503

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING CERTAIN REVISED AND NEW FEES FOR VARIOUS COMMUNITY DEVELOPMENT AND PUBLIC WORKS SERVICES.

RECITALS:

WHEREAS, the Council of the City of Prescott ("City") adopted Resolution 4227-1436 on June 10, 2014, setting forth certain fees to be charged for Community Development and Public Works services; and

WHEREAS, the City wishes to amend certain of said fees and establish new fees; and

WHEREAS, adjustment of the Community Development and Public Works fees will reasonably recover the City costs incurred for provision of said services; and

WHEREAS, adjustment of the Community Development and Public Works fees is 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 rescinds Resolution Number 4227-1436 in its entirety.

Section 2. THAT, the Mayor and staff are hereby authorized to sign this new Resolution 4294-1503, and take any and all action necessary to effectuate the terms contained in this Resolution 4294-1503.

Section 3. THAT, the following fees will be charged for the following specified functions of the Community Development and Public Works Departments, with those changed from Resolution 4227-1436 denoted with asterisks:

Rezoning Applications	\$1,790 + \$22 per acre + postage
Conditional Use Permits	\$863 + postage
Variances	\$863 + postage
Special Use Permits	\$863 + postage
Subdivision Preliminary Plats	\$1,959.37 + \$88.32 for each lot, maximum fee of \$5,804.64
Subdivision Final Plats	\$901.58 + \$23.98 for each lot, maximum fee of \$3,145.54

Subdivision Exemption/Exception	\$1,959.37 + \$88.32 for each lot, Maximum fee of \$5,804.64
Amended or Corrected Plat	\$140 or \$30 per sheet, whichever is more
Replat Filing Fee	\$353 if there is no density increase from the Original plat; \$423 if Council action required
Subdivision Extension	\$212
*Public Works Inspections	\$75 per hour
*Public Works Inspections [outside normal hours]	\$112.50 per hour
*Public Works Erosion & Sediment Control Inspection	\$50 each
*Utility/Engineering Plan Review Fees	
*Water	\$96 per page, per review
*Sewer	\$96 per page, per review
*Streets	\$63 per page, per review
Utility/Engineering Report Review Fees	
Traffic Impact Analysis	\$60 per hour
Water Report	\$52 per hour
Sewer Report	\$52 per hour
Drainage Report	\$52 per hour
Geotechnical Report	\$34 per hour
General Plan [Major] Amendment	\$702
General Plan [Minor] Amendment	\$422
Temporary Use Permits	\$112
Appeals under the Zoning Code	\$67
Comprehensive Sign Packages	\$368 + postage
Site Plan Approval [public approval required]	\$423 + postage
Sign Permits	\$0.63 per square foot (\$30 minimum)
Sign installed prior permit	+ \$212 surcharge
Land Splits/Records of Survey	\$169
*Miscellaneous Utility Fees	
Dye Test	\$250 each
Private Sewer Tap Locate	\$149 each

GRADING FEES

<u>GRADING PLAN REVIEW FEES</u>		
a.	50 cubic yards or less	No fee
b.	51 to 100 cubic yards	\$23.50
c.	101 to 1,000 cubic yards	\$37.00
d.	1,001 to 10,000 cubic yards	\$49.25
e.	10,001 to 100,000 cubic yards	\$49.25 for the first 10,000 cubic yards plus \$24.50 for each additional 10,000 yards, or fraction thereof
f.	100,001 to 200,000 cubic yards	\$269.75 for the first 100,000 cubic yards, plus \$13.25 for each additional 10,000 cubic yards, or fraction thereof
g.	200,001 cubic yards or more	\$402.25 for the first 200,000 cubic yards, plus \$7.25 for each additional 10,000 cubic yards, or fraction thereof
	Other Fees: Additional plan review required by changes, additions or revisions to approved plans	\$50.50 per hour (Minimum charge – one-half hour)
<u>GRADING PERMIT FEES</u>		
a.	50 cubic yards or less	\$23.50
b.	51 to 100 cubic yards	\$37.00
c.	101 to 1,000 cubic yards	\$37.00 for the first 100 cubic yards, plus \$17.50 for each additional cubic yards
d.	1,001 to 10,000 cubic yards	\$194.50 for the first 1,000 cubic yards, plus \$14.50 for each additional 1,000 cubic yards, or fraction thereof
e.	10,001 to 100,000 cubic yards	\$325 for the first 10,000 cubic yards, plus \$66.00 for each additional 10,000 yards, or fraction thereof
f.	100,001 cubic yards or more	\$919.00 for the first 100,000 cubic yards, plus \$36.50 for each additional 10,000 cubic yards, or fraction thereof
<u>OTHER GRADING INSPECTIONS AND FEES</u>		
1.	Inspections outside of normal business hours	\$50.50 per hour (Minimum charge – two hours)
2.	Re-inspection fees	\$50.50 per hour
3.	Inspections for which no fee is specifically indicated	\$50.50 per hour (Minimum charge, one-half hour)

Section 4. THAT, said fees shall be increased on July 1st of each year by an amount equal to the Consumer Price Index (CPI), unless a different rate is set by the City Council. The CPI, as used herein, shall mean the Consumer Price Index for all Urban Consumers (CPI-U) for the U.S. City Average for all items, as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Section 5. The effective date of this Resolution shall be from and after September 1, 2015.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

ORDINANCE NO. 4935-1473

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, SECTION 3-14-11(D) OF THE CITY CODE OF THE CITY OF PRESCOTT.

RECITALS:

WHEREAS, the City Council of the City of Prescott ("City") wishes to amend Title III of the Prescott City Code, Section 3-14-11(D), to accurately cross-reference recent changes to Title II of the Prescott City Code; and

WHEREAS, it is the best interests of the City to amend Title III, Section 3-14-11(D), of the Prescott City Code.

ENACTMENTS:

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

SECTION 1. THAT, Section 3-14-11(D) of the Prescott City Code entitled "DEVELOPMENT FEES FOR WATER RESOURCES" is hereby amended, to read as follows:

The development fees to be assessed pursuant to this section shall be offset by any water resource development fees paid by an applicant pursuant to Section 2-1-12~~(I)~~(F)

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

ORDINANCE NO. 4936-1474

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE II, SECTION 2-1-12; SECTION 2-1-15; SECTION 2-1-18; SECTION 2-1-21; SECTION 2-1-25; AND SECTION 2-1-29 OF THE CITY CODE OF THE CITY OF PRESCOTT.

RECITALS:

WHEREAS, the City Council of the City of Prescott ("City") wishes to amend certain sections of Title II of the Prescott City Code to more accurately reflect cost-recovery of municipal services provided to citizens and otherwise amend the Code to more accurately reflect current operations of the Public Works Department; and

WHEREAS, it is the best interests of the City to amend Title II of the Prescott City Code.

ENACTMENTS:

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

SECTION 1. THAT, Section 2-1-12 of the Prescott City Code entitled "UTILITIES DIVISION; WATER SERVICE CONNECTION AND METER INSTALLATION CHARGES" is hereby amended, to read as follows:

(A) All meter installations shall be made by the City upon written application. Meters shall be placed at suitable locations approved by the City. The consumer or property owner at the time of making application shall pay to the City the following installation charges:

Meter Size	Installation Charge
5/8" x 3/4"	Cost plus 10%, but not less than \$ 420.00
3/4"	Cost plus 10%, but not less than \$ 440.00
1"	Cost plus 10%, but not less than \$ 600.00
1 1/2"	Cost plus 10%, but not less than \$ 800.00
2"	Cost plus 10%, but not less than \$1,200.00
All others	Cost plus 10%, but not less than \$1,500.00

Meter Size	Meter and Installation Charge
5/8" x 3/4"	\$ 208.00
1"	\$ 262.00
1 1/2"	\$ 380.00
2"	\$ 503.00

3"	\$1,714.00
4"	\$2,633.00
6"	\$3,706.00
All others	Actual Cost + 10%

(B) Property must be abutting a water main....

(C) A contractor shall have the right to install.....

(D) ~~All service connections installed by contractors shall be according to City standards and specifications. In the event a contractor makes such installation, which installation includes the stub-in service line, meter yokes and boxes, there shall be a credit allowance in the amount of two hundred dollars (\$200.00) towards the purchase of the water meter for such stub-in service connection.~~

The installation of the water service connection, including the tap into City operated main lines shall be made by City of Prescott personnel only. The following fee(s) shall be assessed for any new service connection/tap to the main line:

2-inch or less	\$242.00
Greater than 2-inch	\$517.00

~~(E) In the event a service connection must cross an Arizona Department of Transportation highway right-of-way, the consumer or property owner shall obtain the necessary permits directly from the Arizona Department of Transportation to make said service connection and the consumer or property owner shall obtain their own contractor to make said service connection. Said service connection shall include the meter yoke and box and the service line from the meter box to the water main. The City will install the water main tap and the water meter after the contractor exposes the water main and the service connection in the right-of-way is in place and has been inspected and approved by the Arizona Department of Transportation. There shall be a credit allowance in the amount of two hundred dollars (\$200.00) toward the purchase of the water meter for such installation.~~

~~(F) All service connections installed prior to the effective date of this section that do not include the meter box and yoke shall only receive a credit of fifty dollars (\$50.00) toward the purchase of the water meter for such service connection.~~

~~(G) All applications for a meter installation shall be processed upon the receipt of a five dollar (\$5.00) permit fee for each meter.~~

~~(H)~~(E) Service Connections: Service connections for:

~~(I)~~(F) Additional Fees:.....

~~(J)~~(G) Irrigation Meters:.....

SECTION 2. THAT, Section 2-1-15 of the Prescott City Code entitled, "UTILITIES DIVISION; SEWER CONNECTIONS" is hereby, amended to read as follows:

All connections to the City's main sewer lines shall require the issuance of a permit by the Public Works Department. Said permit will be issued upon the payment of a sewer tap fee of three hundred and sixteen dollars (\$316.00). ~~the sewer service fees~~ and all other charges herein required by this chapter and Section 3-14-13.

SECTION 3. THAT, Section 2-1-18(J) of the Prescott City Code entitled "UTILITIES DIVISION; WATER RATES" is hereby, amended to read as follows:

Test Charge: A charge of ~~fifty~~ three hundred and twenty seven dollars (~~\$50.00~~ \$327.00) shall be assessed whenever City personnel are requested to perform pressure tests or flow tests upon fire hydrants. A separate assessment shall be levied for each test performed on each fire hydrant, and shall be payable at the time such request is made.

SECTION 4. THAT, Section 2-1-21(L) of the Prescott City Code entitled "UTILITIES DIVISION; WASTEWATER RATES" is hereby, amended to read as follows:

Irrigation Meters: Water service meters for irrigation use shall only be permitted as set forth in Section 2-1-12~~(J)~~(G).

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Public Works

AGENDA ITEM: Approval to perform night work along N. Montezuma Street associated with the Montezuma Street Pavement and Utility Upgrade Project

Approved By:

Date:

Director:	Hash, Henry	06/30/2015
City Manager:	McConnell, Craig	07/08/2015

Item Summary

Approval of this item will authorize night work during the hours of 8:00 p.m. to 6:00 a.m., Sunday through Thursday, for installation of water and sanitary sewer facilities along N. Montezuma Street from Gurley Street to Sheldon Street, and for asphalt milling and overlay construction associated with the N. Montezuma Street Pavement and Utility Upgrade Project.

Background

Construction plans are complete for the Montezuma Street Pavement and Utility Upgrade Project, which is scheduled for bid in late July 2015. The project generally consists of replacing water and sewer lines in N. Montezuma Street to be followed by milling of the aged pavement surface and repaving with new asphalt pavement to provide an improved driving surface. Sanitary sewer and water line replacement will require the installation of new services within the street. With traffic counts exceeding 20,000 vehicles per day, such construction would significantly impact the flow of traffic during daylight hours.

On June 18, 2015, a public information meeting was conducted wherein business owners and residents expressed concerns with the potential business disruption should the work be performed during normal daytime business hours. Public comment supported the night work to complete this project.

City Code requires City Council approval for any night work after 8:00 PM. Upon Council approval of this request, the construction bid documents will include the requirement for work at night during the hours of 8:00 p.m. to 6:00 a.m., Sunday through Thursday, throughout the project duration (September through November 2015).

Agenda Item: Approval to perform night work along N. Montezuma Street associated with the Montezuma Street Pavement and Utility Upgrade Project

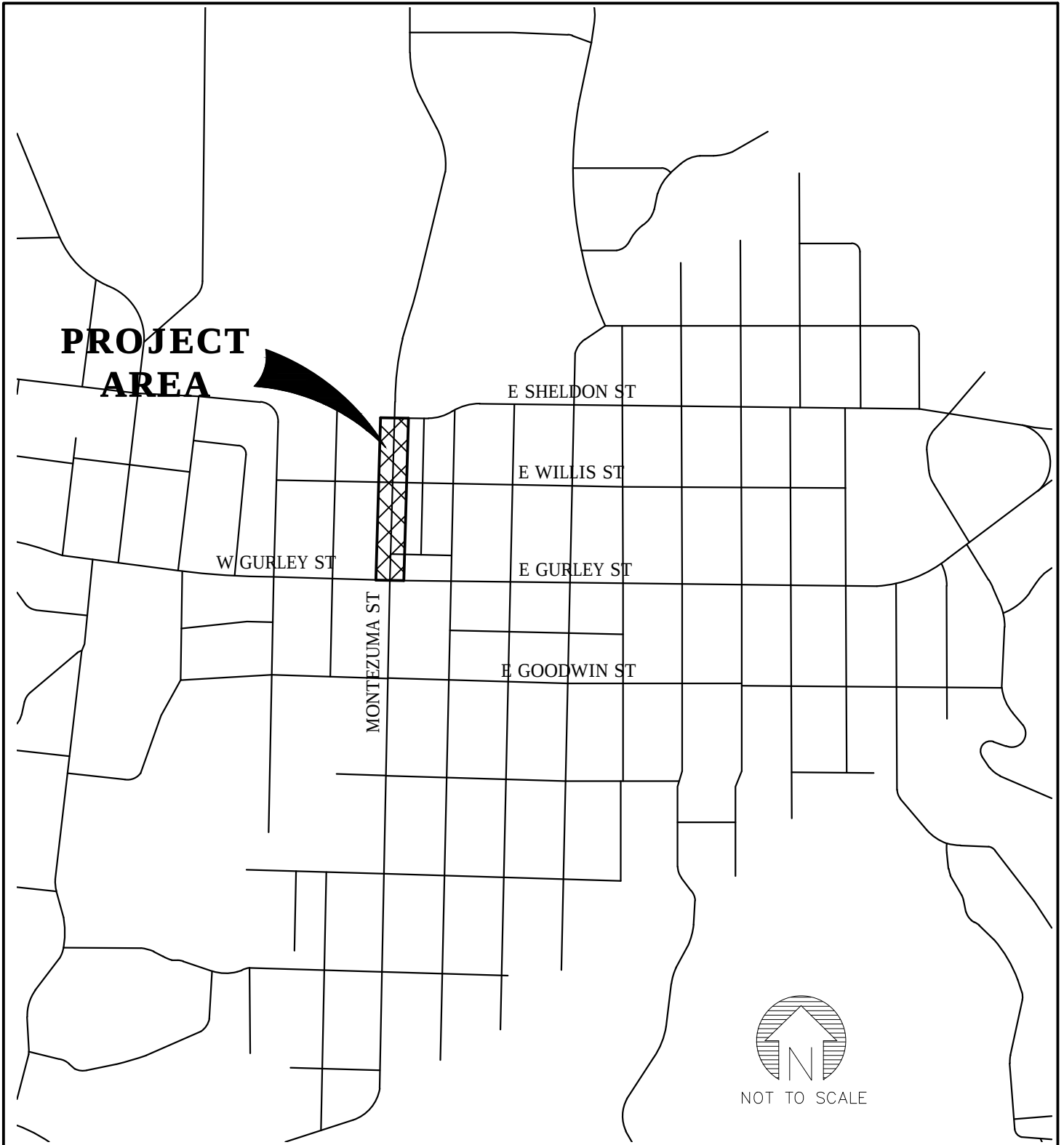
Project Schedule

Construction is planned to start the week after Labor Day, and extend approximately 10 weeks. The project will be completed prior to Thanksgiving 2015.

Attachments

1. Vicinity Map

Recommended Action: **MOVE** to approve night work along N. Montezuma Street associated with the Montezuma Street Pavement and Utility Upgrade Project, during the hours of 8:00 p.m. to 6:00 a.m., Sunday through Thursday, throughout the project duration (September through November 2015).



PROJECT VICINITY MAP
MONTEZUMA STREET PAVEMENT AND UTILITY
UPGRADE PROJECT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

MEETING DATE/TYPES: VOTING SESSION 7-14-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2016-005 to Woodson Engineering and Surveying, to provide engineering services for the Hope Street Roadway Improvement Project and Autumn Breeze Sidewalk and Scupper Replacement Project, in an amount not to exceed \$61,540.00

Approved By:

Date:

Director:	Hash, Henry	06/30/2015
City Manager:	McConnell, Craig	07/08/2015

Item Summary

This item is to award City Contract No. 2016-005 to Woodson Engineering and Surveying, for engineering and post-design services for the Hope Street Roadway Improvement Project and Autumn Breeze Sidewalk and Scupper Replacement Project.

This contract includes geotechnical investigations to establish proper subsurface utility investigations, surveying, drainage analysis, design reports, roadway plans and specifications, and post design/construction services. Separate construction project(s) may result from this engineering contract, planned to be presented to Council in FY2016 for consideration of award. The attached scope of services and fee proposal will become Exhibit "A" to the standard City contract for professional services.

Background

The City's annual Pavement Maintenance Program consists of three primary approaches to maintain and preserve the City street network: Pavement Preservation, Rehabilitation and Reconstruction. There are several factors that contribute to the degradation of the roadway surface: age, material failure due weather, drainage, water, ice, snow and changing subsurface conditions.

Hope Street is currently unpaved. The Street Maintenance Division initially proposed mill paving and chip sealing Hope Street. Upon review of the site, Public Works determined that design of the improvements is necessary, to include roadway, drainage and utilities.

The associated scope of construction work is anticipated to necessitate public bidding and accomplishment by contract.

Agenda Item: Award of City Contract No. 2016-005 to Woodson Engineering and Surveying, to provide engineering services for the Hope Street Roadway Improvement Project, and Autumn Breeze Sidewalk and Scupper Replacement Project, in an amount not to exceed \$61,540.00

For the Autumn Breeze Project, Public Works reviewed the area and determined that the scupper drain in the area has become inadequate to handle the street drainage. The condition of these facilities is causing degradation of the pavement, scupper drain, sidewalk and private property. In conjunction with the Pavement Maintenance Program, improvements to the curb, gutter, sidewalk, pavement and drainage structure will be made.

Procurement

A request for proposals was issued for the list of projects comprising the FY16-17 Roadway-Drainage Improvement Program. Seven design professionals responded to this request, and a review of each firm's qualifications, project approach and desired projects was conducted. Woodson Engineering and Surveying, was selected as the highest rated firm for this particular project.

Project Schedule

Engineering is scheduled to be completed within six (6) months of the notice to proceed following the schedule below:

Award of contract	July 14, 2015
Pre-Design Meeting	Week of July 20, 2015
Notice to Proceed (NTP)	Week of July 20, 2015
Design Completion	January 2016

Financial Impact

The design fee of \$49,325.00 is 10.2% of the estimated construction cost of the improvements. Funding for this project is available in the Streets and Open Space Fund. Additional construction funding may be provided, if available, from grants obtained through the Yavapai County Flood Control District.

Attachments

1. Scope and Fee (Exhibit A)
2. Vicinity Maps

Recommended Action: **MOVE** to award City Contract No. 2016-005 to Woodson Engineering and Surveying, to provide engineering services for the Hope Street Roadway Improvement Project, and Autumn Breeze Sidewalk and Scupper Replacement Project, in an amount not to exceed \$61,540.00.

WOODSON

ENGINEERING & SURVEYING

1129 W. Iron Springs Road
Prescott, AZ 86305

May 6, 2015

Jeff Low, CFM
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86303

Re: 115877 City of Prescott – Hope Street and Autumn Breeze Roadway Improvement Projects

Dear Jeff:

Thank you for the opportunity to submit our proposal for the referenced roadway improvement projects in the City of Prescott (“City”).

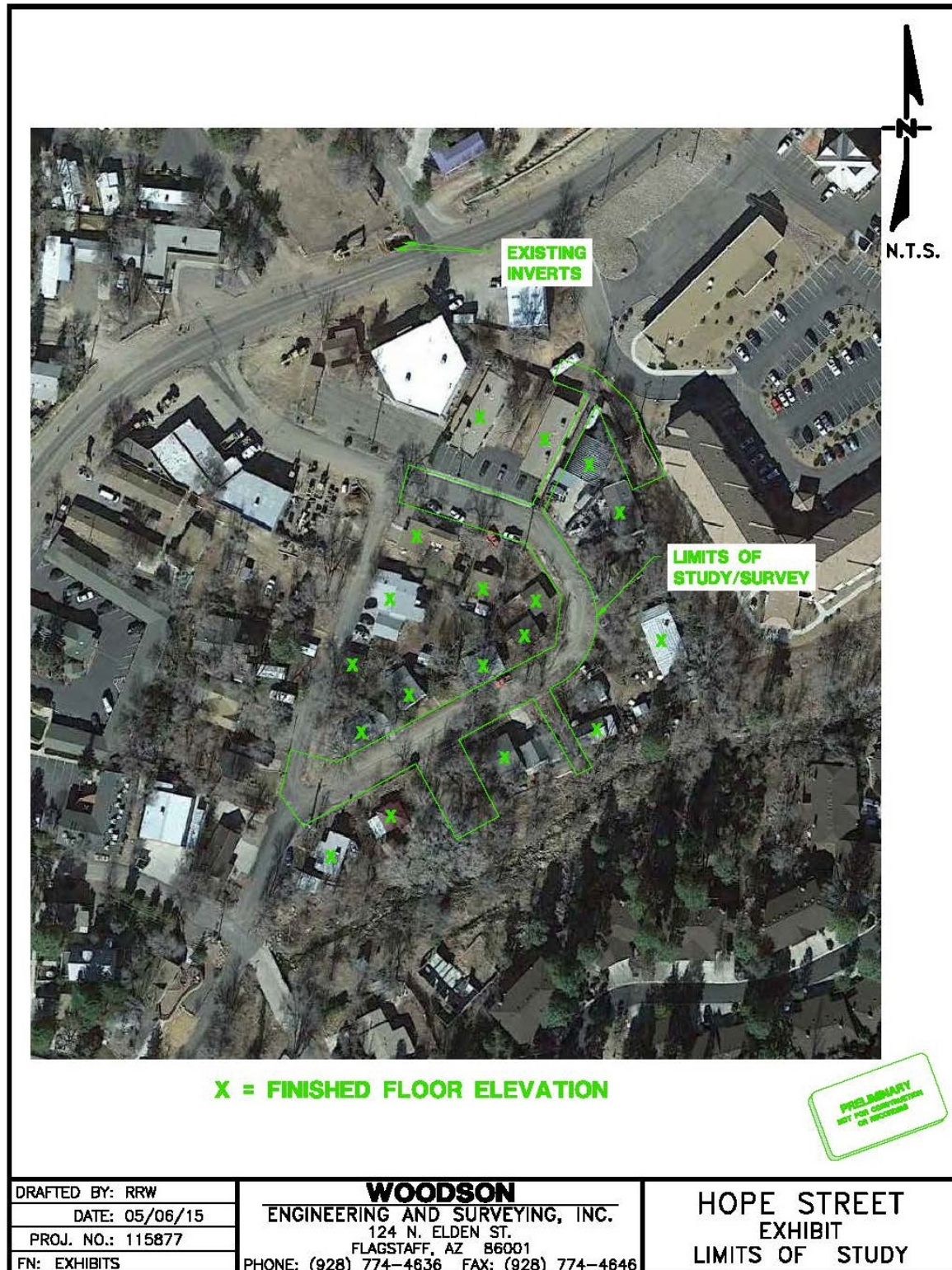
Scope of Services:

The scope of these projects is to evaluate and design improvements to street and drainage infrastructure to mitigate the flooding and erosion impacts to public improvements, private property, structures and existing utilities.

Hope Street Scope:

Hope Street is paved partially with remainder being a dirt road. The City intends to improve the unpaved portion of the street by constructing a paved rural cross section. Based on known local drainage problems, the City desires to address those issues in conjunction with the paving project. Per the SR 89 White Spar Drainage Report, a series of culverts under SR 89 convey the offsite flows from the west side of SR 89 to Granite Creek on east side of SR 89. A portion of the flow on the north side of Hope Street is intercepted by a culvert that conveys flow northeasterly across a private parcel (819 Hope St) and discharges into a public drainage easement along the southwest side of the Canyon Run Apartment complex. The remainder of the street flow continues east and south on Hope Street to the low point, which discharges on the surface across private property (839 and 843) to Granite Creek.

Woodson Engineering will perform field survey of the roadway corridor and drainage discharge paths to supplement the 2 foot contour map provided by the City. The approximate limits of this survey are shown on the following page. Hydrologic analyses to determine the flow discharged at relevant concentration points within the project area will be performed. Hydraulic analysis will be performed to evaluate capacity of existing drainage conveyances and to design proposed improvements.



Construction plans will be prepared for improvements to Hope Street for the entire unpaved portion, including transitions to existing pavement at each end and stormwater conveyance

facilities. The geometry of Hope Street will need to be adjusted to promote positive drainage to discharge points, particularly at the low point. It is anticipated that the roadway and drainage improvements to Hope Street will consist of roadside ditches, one cross culvert, and one or two small earthen ditches to convey flows to Granite Creek. It is also anticipated that minor capacity improvements to the earthen channel along a portion of Canyon Run will be necessary to convey the 100-year discharge.

This project will require temporary construction easements and permanent drainage easements from the private property owners.

Hope Street is in a flood zone and partially within the floodway. The proposed improvements enhance positive drainage and since the elevation of the street is not being raised, no change in Base Flood Elevations (BFE) is anticipated. Thus floodplain analysis and FEMA review is not included in this proposal.

The following is our Scope of Services for this project with our fees indicated by task.

Tasks and Fees:	Task 1 – Scope, Coordination, Meetings, Admin	\$ 1,100
	Task 2 - Utility Review & Potholing	\$ 2,030
	Potholing Subconsultant	\$ 1,820
	Task 3 - Topographic Survey	\$ 3,500
	Task 4 – Design Concept Report (DCR)	\$ 3,930
	Task 5 – Easement Legal Description (10 ea)	\$ 5,485
	Task 6 – Construction Plans, Specifications & Cost Opinion *	\$17,015
	Task 7 – Post Design Consultation *	\$ 5,980
	Reimbursable Expenses (Allowance)	\$ 750
	Total Not-to-Exceed (NTE)	\$41,610

*- based upon assumed design briefly described above.

Task 1 –Coordination, Meetings, Schedule, and Meeting Minutes:

- A preliminary schedule setting dates for kick off to submittal of DCR phase will be established.
- Public Meeting will not be held as part of this portion of the project.
- Progress Meeting: to discuss the project status and pertinent issues. We have assumed one (1) meeting.
- Meeting Minutes: Meetings minutes will be prepared from the meeting and distributed to all involved.

This work will be performed on a NTE basis for the cost of \$1,100 plus reimbursable expenses.

Task 2 – Utility Review:

- Utility Plans: the utility franchise companies will be contacted to obtain existing utility plans in project site.
- Utility Coordination: preliminary design option plans will be submitted to the utility companies for review/comment. Utility relocations (if any) will be shown on plans and utility companies can coordinate with Engineer.
- Utility potholing: possible utility conflict will be identified to determine the potholing locations. We anticipate ten (10) potholes at this phase and it is anticipated that they will be in the unpaved area, locating shallow services and dry utilities.

This work will be performed on a NTE basis for the cost of \$3,850 plus reimbursable expenses.

Task 3 - Topographic Survey:

- Topographic survey: Spot elevations, and finished floor elevations will be collected within the project limits indicated on the previous exhibit. This information will supplement the 2 foot contour information provided by the City. Datum that reflects FEMA study and City's contour information will be utilized. Hope Street topographic survey will include dipping sewer manholes, picking up above ground evidence of utilities, elevations of dirt road, and existing ground shots between the Hope Street and the Granite Creek and a couple flow line shots within Granite Creek.
- Recovering existing monumentation within the Mile High Properties, No. 2 (Hope Street residences) will be important for establishing possible easement locations.

This work will be performed on a lump sum basis for the cost of \$3,500 plus reimbursable expenses.

Task 4 –Design Concept Report (DCR), Plans, and Cost Estimate:

- Preliminary Design plans will be prepared. Plans will identify existing conditions including: right-of-way and easements, topography, benchmarks, all existing utilities within project limits, existing water meters, water valves, sewer manholes, cleanouts and any other utility fixtures.
- Preliminary Design Concept Report will be prepared. This will include hydrologic and hydraulic calculations to illustrate the flow rates and the recommended sizes of the proposed drainage improvements. Preliminary Cost Estimate: will be prepared to include construction cost estimate.

This work will be performed on a NTE basis for the cost of \$3,930 plus reimbursable expenses.

Task 5 – Easement Legal Descriptions:

- Legal description and exhibits will be prepared for additional or new easements. We have assumed ten (10) legal descriptions and exhibits will be prepared.

This work will be performed on a NTE basis for the cost of \$5,485 for ten easements and \$550 each there after plus reimbursable expenses.

Task 6 –Construction Plans, Specifications and Cost Estimate:

- Preliminary Construction plans (60%) a preliminary set of plans will be prepared. Plans will identify existing conditions including: existing right-of-way and easements, topography, benchmarks, all existing utilities within project limits, existing water meters, water valves, sewer manholes, cleanouts and any other utility fixtures.
- Drainage Report will be prepared presenting hydrologic and hydraulic calculations illustrating the flow rates, the channeling of the flows and the design of the drainage improvements.
- Preliminary Cost Opinion and Specifications will be prepared. Specifications will be generated adhering to City's boilerplate for Technical Specifications unless conditions require Special provisions.
- Final Plans (100%) Plans, Specifications, Engineers Opinion of Cost, Drainage Report and Bid Schedule will be prepared and submitted to City.

This work will be performed on a NTE basis for the cost of \$17,015 plus reimbursable expenses.

Task 7 –Post Design Consultation Services:

- Construction Pre-Bid Meeting to answer questions from prospective bidders.
- Pre-Construction Meeting to answer questions from the construction contractor.
- Response to Request for Information (RFI) will be provided during bidding and construction phases.
- Addendum(s) to Bid Documents: If needed will be prepared to provide response to queries or additional information to the contractors during project bidding stage.
- As-Built Survey will be performed after construction to obtain required survey information to prepare as built plans.
- As-Built will be prepared upon completion of construction
- Other Post Design Services: As built coordination, certification and other construction phase engineering services will be provided as Engineer of Record. Construction to be managed and inspected by City.

ADEQ Review/Approval to Construct: Since the project does not include new sewer and water construction, ADEQ approvals are not anticipated and are not a part of this proposal.

This work will be performed on a NTE basis for the cost of \$5,980 plus reimbursable expenses.

Autumn Breeze Scope:

The scope of the Autumn Breeze roadway improvement project is to quantify the flows that are overtopping the existing catch basin. The 25-year storm will be accommodated by the proposed

improvements and the impact of the 100-year event will be demonstrated. Given its proximity to the scupper drain and low point, the existing handicap sidewalk ramp will be relocated to the north. The capacity of the catch basin in existing condition versus the flow rates that converge at this point will be documented in the drainage report.

The disturbed pavement will have to be repaved after construction of catch basin wings. The new pavement should match the existing pavement design and no geotechnical design is anticipated for this site. Woodson Engineering will coordinate with utility companies to obtain the plans of existing utilities. The proposed design will take the existing utilities into account and will try to minimize the utility conflicts. Potential conflict locations will be identified for potholing. There are no channel improvements or downstream analysis included within this scope.

The following is our Scope of Services for this project with our fees indicated by task.

Tasks and Fees:	Task 1 – Coordination, Meetings, Admin	\$ 1,100
	Task 2 - Utility Review and Utility potholing	\$ 975
	Task 3 - Topographic Survey	\$ 2,415
	Task 4 – PS&E Plans	\$ 9,955
	Task 5 – Post Design Services	\$ 4,735
	Reimbursable Expenses (Allowance)	\$ 750
	Total Not-to-Exceed (NTE)	\$19,930

Task 1 – Project Meetings, Schedule and Meeting Minutes:

- A schedule reflecting start up to submittal phase, including a list of team members who will be involved in the project will be provided.
- Meetings: to discuss the project status and pertinent issues. We have assumed two (2) meetings. Public Meeting will not be held as part of this project.
 - o 60% Meeting: will be scheduled with completion of 60%. The meeting will inform the public of the project intent and to receive comments.
 - o Pre-Final (90%) design meeting with city: to discuss any revisions or additional work required for generation of final (100%) plans and specifications.
 - o Final Concept Stakeholder/Public meeting: If needed, a meeting will be held to present final project plans.
 - o Meeting Minutes: Meetings minutes will be prepared from all meetings involved with the project.

This work will be performed on a NTE basis for the cost of \$1,100 plus reimbursable expenses.

**Task 2 – Utility Review and Utility Potholing:**

- Utility Plans: the utility franchise companies will be contacted to obtain existing utility plans in project site.

- Utility Coordination: Preliminary design plans will be submitted to the utility companies for review/comment. Utility relocations (if any) will be shown on plans and utility companies can coordinate with Engineer.
- Utility potholing: Possible utility conflict will be identified to determine the potholing locations. We do not anticipate more than three (3) potholes and it is anticipated that this will be provided by the City. A pothole location map will be provided.

This work will be performed on a NTE basis for the cost of \$975 plus reimbursable expenses.

Task 3 - Topographic Survey:

- Topographic survey: Spot elevations, five (5) cross sections and curb cut widths and locations will be collected within the project limits indicated on the following exhibit. This information will supplement the 2 foot contour information and construction plans provided by the City. Autumn Breeze topographic survey will include dipping sewer manholes, and picking up above ground evidence of utilities.
- Setting up Benchmarks/Control for Construction. Right-of way limits will be shown on plans based on existing plat maps that were provided.

This work will be performed on a NTE basis for the cost of \$2,415 plus reimbursable expenses.

Task 4 –Construction Plans, Specifications and Cost Opinion:

- Preliminary Construction plans (60%) a preliminary set of plans will be prepared. Plans will identify existing conditions including: existing right-of-way and easements, topography, benchmarks, all existing utilities within project limits, existing water meters, water valves, sewer manholes, cleanouts and any other utility fixtures.
- Drainage Report will be prepared presenting hydrologic and hydraulic calculations to illustrate the flows and the drainage system improvements.
- Preliminary Cost Opinion and Specifications will be prepared. Specifications will be generated adhering to City's boilerplate for Technical Specifications unless conditions require Special provisions.
- Final Plans (100%) Plans, Specifications, Engineers Opinion of Cost, Drainage Report and Bid Schedule will be prepared and submitted to City.

This work will be performed on a NTE basis for the cost of \$9,955 plus reimbursable expenses.

Task 5 –Post Design Consultation Services:

- Construction Pre-Bid Meeting to answer questions from prospective bidders.
- Pre-Construction Meeting to answer questions from the construction contractor.
- Response to Request for Information (RFI) will be provided during bidding and construction phases.
- Addendum(s) to Bid Documents: If needed will be prepared to provide response to queries or additional information to the contractors during project bidding stage.

- As built survey: will be performed after construction to obtain required survey information to prepare as built plans.
- As built will be prepared upon completion of construction
- Other Post Design Services: As built coordination, certification and other construction phase engineering services will be provided as Engineer of Record. Construction to be managed and inspected by City.

ADEQ Review/Approval to Construct: Since the project does not include new sewer and water construction, ADEQ approvals are not anticipated and are not a part of this proposal.

This work will be performed on a NTE basis for the cost of \$4,735 plus reimbursable expenses.

We are available to discuss any aspect of this proposal. Thank you for your consideration of Woodson Engineering and let us know if we can be of assistance to you.

Sincerely,

WOODSON ENGINEERING



Sandy Phillips, PE
Senior Project Manager
928-774-4636 xt 12
sphillips@woodsoneng.com

CITY OF PRESCOTT
ROADWAY IMPROVEMENT PROJECTS
HOPE STREET AND AUTUMN BREEZE

	ESTIMATED LABOR							
	<i>Totals</i>		<i>Project</i>	<i>Project</i>	<i>Designer/</i>	<i>Clerical/</i>	<i>Reg Land</i>	<i>2-Man</i>
HOPE STREET	<i>Hours</i>	<i>Costs</i>	<i>Manager</i>	<i>Engineer</i>	<i>Drafter</i>	<i>Secretary</i>	<i>Surveyor</i>	<i>Crew</i>
Task 1 Coord, Meetings & Admin	10	\$ 1,100.00	2	4		4		
Task 2 Utility Review & Potholing	16	\$ 2,030.00	6	4	6			
Potholing SubConsultant		\$ 1,820.00						
Task 3 Topo Survey	22	\$ 3,500.00	2				4	16
Task 4 Design Concept Report	32	\$ 3,930.00	6	10	16			
Task 5 Legal Descriptions (\$550 ea)	47	\$ 5,485.00			30	2	15	
Task 6 Constr Plans, Specs, Cost Est	143	\$17,015.00	20	35	80	8		
Task 7 Post Design Consult	44	\$ 5,980.00	14		18		2	10
Task 8 Reimbursables		\$ 750.00						
SubTotal	314	\$41,610.00	50	53	150	14	21	26

	ESTIMATED LABOR							
	<i>Totals</i>		<i>Project</i>	<i>Project</i>	<i>Designer/</i>	<i>Clerical/</i>	<i>Reg Land</i>	<i>2-Man</i>
AUTUMN BREEZE	<i>Hours</i>	<i>Costs</i>	<i>Manager</i>	<i>Engineer</i>	<i>Drafter</i>	<i>Secretary</i>	<i>Surveyor</i>	<i>Crew</i>
Task 1 Coord, Meetings & Admin	10	\$ 1,100.00	2	4		4		
Task 2 Utility Review	8	\$ 975.00	1	3	4			
Task 3 Topo Survey	15	\$ 2,415.00					3	12
Task 4 Constr Plans, Specs, Cost Est	84	\$ 9,955.00	15	20	41	8		
Task 5 Post Design Consult	35	\$ 4,735.00	10		15		2	8
Task 6 Reimbursables		\$ 750.00						
SubTotal	152	\$19,930.00	28	27	60	12	5	20

TERMS AND CONDITIONS

Woodson Engineering and Surveying, Inc. (Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: The Firm will have access to the site for activities necessary for the performance of the services.

Billings/Payments: Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. **Invoices shall be due on receipt.** If the invoice is not paid within 15 days, the Firm may, without formal notice and without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Work may not resume immediately upon receipt of payment but as the Firm's schedule permits. **Objections to invoices shall be made in writing within 10 days of the invoice date.** The Firm shall not withhold its services because of the non-payment of disputed portions of a bill. **Retainers shall be credited on the final invoice.**

Late Payments: Accounts unpaid 25 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid, undisputed balance. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments will be credited first to interest then to principal.

Indemnification: The Firm/Client hereby indemnify and hold harmless the Client/Firm from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this Agreement, except when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Firm/Client.

Dispute Resolution: All disputes arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation. If any dispute that is submitted to mediation is not successfully resolved, the matter may be resolved through litigation in any court of competent jurisdiction.

In the event that legal action is brought by either party against the other (including action to enforce or interpret any aspect of this agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due.

Certifications: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitations of Liability: Client acknowledges and agrees that the Firm will not be liable to Client for any losses, damages, costs or expenses which, jointly, severally, individually or in the aggregate, which exceed the Firm's applicable insurance coverage limits, exclusions and conditions as set forth in such policies at the time of service. Client agrees further to limit Firm's aggregate liability on the project, due to professional negligent acts, errors or omissions of the Firm to an amount no greater than the Firm's fee.

Termination of Services: This agreement may be terminated by Client or Firm upon 30 days written notice. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable and termination expenses. Neither party shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.

Ownership of Documents: The Client and the Firm acknowledge that the Firm's Plans and Specifications (P&S) are instruments of professional service. Nevertheless, the P&S prepared under this Agreement shall become the property of the Client upon completion of and full payment for the Work. The Client agrees to hold harmless, indemnify, and defend the Firm against all damages, claims and losses of any kind (including defense costs), arising out of any use of the P&S on any other project or for additions to this project without appropriate compensation and written authorization of the Firm.

Fee Schedule:

Principal	\$ 185 per hour
Assoc Principal	\$ 160 per hour
Dept. Mgt./Sr. PM	\$ 150 per hour
Project Manager	\$ 140 per hour
Prof Engineer/Surveyor	\$ 125 per hour
Sr.Designer/Sr.Crew Chief	\$ 115 per hour
E/S-IT/OM/Plnr/Sr.Tch/CrewChief	\$ 100 per hour
Technician/Administrative	\$ 80 per hour
2 Person Survey Crew	\$ 170 per hour
1 Person Survey Crew	\$ 125 per hour
Mileage	Current Federal Rate

Reimbursable expenses including but not limited to: meals and lodging, long distance telephone, faxes, expedited shipping, printing and copying, will be billed with a 15% markup and are not included in our lump sum or hourly fees unless the contract specifically states that they are included.

Expert witness and other services related to litigation or arbitration including preparation and on-call time will be charged at 1.5 times our regular rates.

EXHIBIT 2
Hope Street Vicinity Map

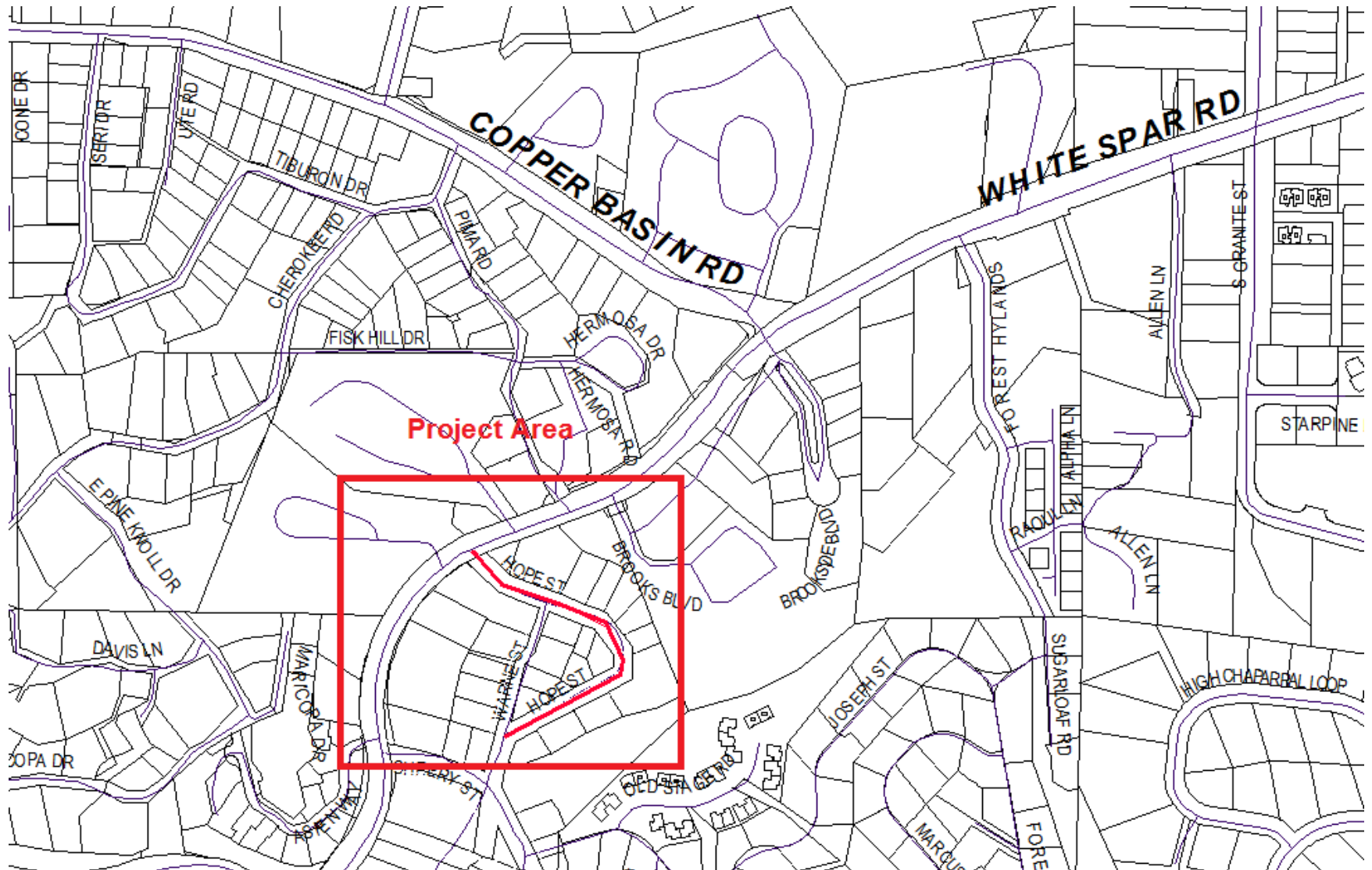
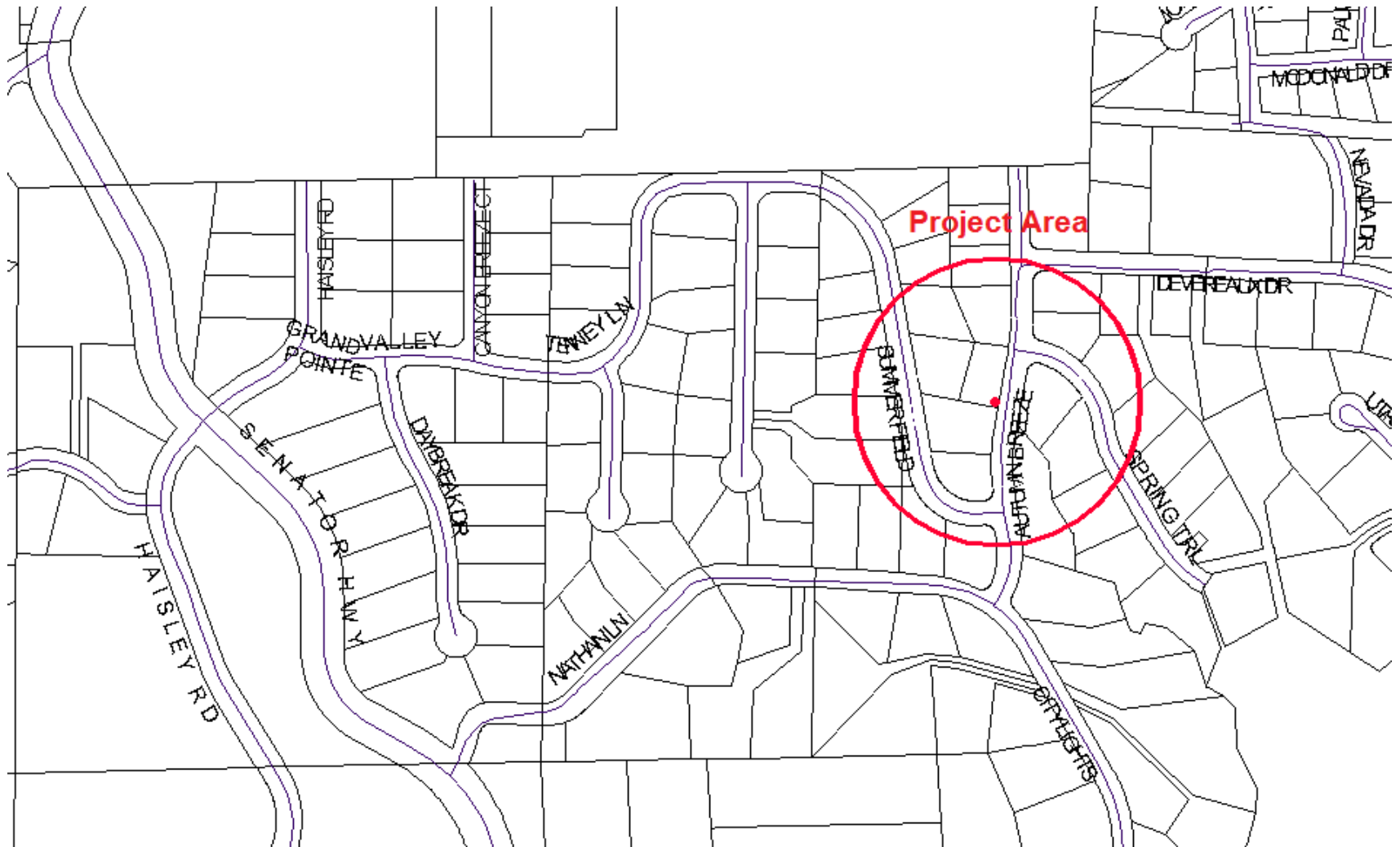


EXHIBIT 3
Autumn Breeze Vicinity Map



MEETING DATE/TYPES: VOTING MEETING 7-14-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2016-008 to Shephard-Wesnitzer, Inc., for engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$306,588.00

Approved By:		Date:
Director:	Hash, Henry	06/30/2015
City Manager:	McConnell, Craig	07/07/2015

Item Summary

This project was presented to Council on May 26, 2015, at which time possible expansion of the limits was discussed. The project limits have since been expanded, as detailed in the "Background" section below, described in the attached Scope and Fee (Exhibit A), and depicted on the attached map.

City Contract No. 2016-008 includes geotechnical investigations to establish proper pavement structural sections, subsurface utility investigations, surveying, design reports, plans and specifications, and post design/construction services. A separate construction project will result from this engineering contract. The attached scope of services and fee proposal will become Exhibit "A" to the standard City contract for professional services.

Background

Pavement reconstruction is one element of the Public Works Department's comprehensive program to preserve, rehabilitate, and upgrade the City's street system. The annual Pavement Maintenance Program consists of three primary approaches to maintain and preserve the City street network: Pavement Preservation, Rehabilitation and Reconstruction.

Preliminary pavement and subsurface soils investigations have determined complete reconstruction of segments of S. Washington Avenue and E. Goodwin Street is required. The project design includes the replacement of deteriorated concrete features, as well as pedestrian access improvements and drainage improvements. City water and sewer facilities were evaluated and checked against the City Water and Sewer Models to identify necessary replacements or upgrades of the existing water mains and sewer

Agenda Item: Award of City Contract No. 2016-008 with Shephard-Wesnitzer, Inc., for engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$306,588.00

mains on S. Washington Avenue and E. Goodwin Street. The contract includes design of these utility improvements, including necessary ADEQ approvals.

As mentioned above, this proposed contract was previously presented to the Council on May 26, 2015. At that time, the project limits were along S. Washington Avenue between Gurley Street and the southern road limits near Acker Park; and for E. Goodwin Street, between S. Mt. Vernon Street and S. Washington Avenue.

During the Council's discussion of the project, a question arose as to whether it was feasible to expand the scope of work to include the evaluation, design and ultimate reconstruction/rehabilitation of two additional blocks of E. Goodwin Street, specifically those between S. Washington Avenue and Penn Avenue. A condition assessment of these two additional blocks has confirmed that street, drainage and pedestrian improvements are warranted. The expanded scope has been negotiated with the Engineer to develop the associated costs. The change in scope will increase the engineering contract from \$257,554 to \$306,588, an increase of approximately 20%, and increase the estimated cost of construction from \$1,842,000 to \$2,386,500, an increase of approximately 30%.

Procurement

The FY16-17 Pavement Reconstruction Program was separated into multiple projects to efficiently deliver them during the next two years. A request for proposals was issued for the list of projects. Design professionals responded to this request, and a review of each firm's qualifications, project approach and desired projects was conducted. Shephard-Wesnitzer, Inc., was selected as the highest ranked firm for this project.

Project Schedule

Engineering is scheduled to be completed within six (6) months of the notice to proceed according to the schedule below:

Award of contract	July 14, 2015
Pre-Design Meeting	Week of July 20, 2015
Notice to Proceed (NTP)	Week of July 27, 2015
Design Completion	February 2016

Financial Impact

The design fee of \$306,588 is 12.8% of the estimated construction cost of the improvements. FY 2016 funding for this project is available from the Streets and Open Space, Water, and Waste Water Funds. Additional funding from these accounts will be required to design and construct the additional two blocks on E. Goodwin Street, and can be provided by revising the FY16-17 projects schedule.

Agenda Item: Award of City Contract No. 2016-008 with Shephard-Wesnitzer, Inc., for engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$306,588.00

Attachments

1. Scope and Fee (Exhibit A)
2. Vicinity Map

Recommended Action: MOVE to award City Contract No. 2016-008 to Shephard-Wesnitzer, Inc., for engineering services for the S. Washington Avenue/E. Goodwin Street Improvements Project in an amount not to exceed \$306,588.00.

EXHIBIT A

**Scope of Services for the
S. Washington Avenue/E. Goodwin Street Improvements Project
City of Prescott, Arizona
Shephard-Wesnitzer Inc. #15091 – Prepared: June 18, 2015**

PROJECT DESCRIPTION

The City of Prescott will be entering into a contract for consulting engineering services and other associated services required to produce a set of bid ready construction documents (plans, engineers estimate, bid schedule, specifications & special provisions) for the **S. Washington Avenue/E. Goodwin Street Improvements Project**, along with the associated construction phase services.

PRELIMINARY PROJECT INFORMATION

Existing Conditions

- The existing roadways are in various stages of deterioration.
- Due to the condition of the roads, they will be completely reconstructed and will include utility upgrades where necessary

Proposed Improvements

The work is currently anticipated a follows:

PAVEMENT RECONSTRUCTION & UTILITY REPLACEMENT

1. **S. Washington Avenue:** E. Gurley to the end of the existing roadway south of Carlton Street
2. **E. Goodwin Street:** S. Mt. Vernon Avenue to S. Penn Ave.

Anticipated improvements include pavement replacement with water and sewer utility replacements where necessary.

SWI Project Key Activities

- Topographic survey of all roadways including complete intersections detailing and extending to the ROW limits of each road and beyond where necessary for match up construction. The surveys will extend a minimum of 50' beyond the anticipated construction limits.
- Pre-Design Bluestaking of all roadways
- Utility potholing (up to 54 potholes)
- Preliminary design report within 60 days of contract award with alignment plans on aerial photo backgrounds with major components identified, a preliminary cost estimate and recommend phasing options.
- Utility review and coordination with local utility companies for potential conflicts and system enhancements
- Geotechnical evaluations of all the roadways with pavement options recommendations. This task includes up to 8 soil borings

**S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT – EXHIBIT A
SWI #15091**

- Preparation of 30%, 60%, 90% and Final plans following the guidelines of the City CIP submittal requirements
- Preparation of a drainage memo where necessary for management of stormwater. Detention basin designs are not anticipated.
- Include water and sewer main and service line replacements in all streets. The City will provide the modeling backup for a brief design memo to be prepared by SWI to include with the YCDS permitting.
- YCDS submittals and final certifications for Approval to Construct and Approval to Operate.
- SWPPP BMP's to be shown on the plans for the contractor's convenience. Preparation of the SWPPP document for permitting and construction submittals will be a contractor required task.
- No Traffic Study or 404 Permit evaluation is necessary.
- Construction Phase Services will be provided as noted in the original project RSOQ dated December 11, 2014 and made a part of this proposal.
- Public meetings are required for this project. SWI will conduct up to two public meetings and will secure the venue and provide mailings and newspaper publications as necessary. A public relations subconsultant is included as a part of our team.
- Environmental (ESA) predeterminations are required for this project.

SCOPE OF SERVICES PER THE CITY RSOQ, DECEMBER 11, 2014:

1. Administrative Tasks

SWI will attend a kick-off meeting with City staff at a time and on a date agreeable to both parties. At the kick off meeting the Engineer shall provide to the City

- A preliminary design schedule and project directory of team members.
- An organization chart showing the relationship of all of the team members.
- Any required contractual submittals.
- Discuss the approach, schedule, expectations, special conditions and areas of concern, contract documents, current City Technical Specifications and SWI Special Provisions and any other issues promoting the successful completion of the project.

General Project administrative tasks are also included in this task budget for the duration of the project including general correspondence, meetings, agendas, minutes and related activities. SWI has included conducting two public meetings in this task and will secure the venue and provide mailings and newspaper publications as necessary for the meetings.

2. Design Schedule

SWI will develop a detailed design schedule after the Pre-Design Meeting including all major tasks. The schedule will be updated as necessary. The schedule shall include a minimum of 3 weeks (21 calendar days) for each City review.

3. Preliminary Basis of Design Report, 15% Plans and Preliminary Construction Cost Estimate

Within 60 days of receipt of the notice to proceed from the City, SWI will prepare preliminary 15% alignment plans on aerial backgrounds, a preliminary design report with major components and drainage issues noted, a preliminary construction cost estimate and anticipated construction phasing, if any. The elements of the preliminary submittal will be identified at the project pre-design meeting. The Basis of Design Report will be updated with each subsequent submittal. The

S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT – EXHIBIT A
SWI #15091

final drainage review will extend south to the City Reservoir Site for the purpose of reviewing site runoff, erosion and sediment control and the impacts on the residents below (west of) S. Washington to the Virginia St. drainage channel.

4. Utility Review

SWI will be responsible for coordinating with all utility companies (i.e. water, sewer, cable TV, electric, gas, telephone) in the area. Available information shall be depicted on the plans as clearly and accurately as possible in order to minimize unforeseen utility conflicts. Visible utilities and above ground utilities will be identified and located during the topographic survey, including water valves, hydrants, electrical poles, street lighting, equipment pads, telephone and television risers, and above ground gas facilities. SWI will also provide Pre-Design Bluestake markings of underground utilities (water, sewer, electrical, telephone, cable and gas) for location during the initial topographic survey.

SWI will also coordinate with the utility companies to assist them with their endeavors to upgrade, replace or enhance their facilities prior to or as part of the construction project. We will provide each of the utility companies a set of plans via email PDF format at completion of the 30%, 60%, 90% and 100% levels and will provide any written responses received from each of the involved utilities at the completion of each design level to the City. We will also attend the monthly Regional Utility Coordination meetings as necessary. We anticipate attendance at two (2) RUCC meetings.

5. Utility Potholing

SWI will be responsible for potholing utilities for location and depth where the possibility of conflicts exist between the existing utilities and proposed construction. 54 utility explorations are budgeted for the project and are intended to occur after completion of the topographic survey and the preliminary design meeting.

6. Geotechnical Investigations

SWI will subcontract to ETC, Inc. for geotechnical investigations for the roadways included in the project. Subsurface conditions, recommendations for specialty excavation equipment, pavement section design alternatives and pipe installation recommendations are to be included in the report. 8 borings are budgeted for this project.

7. Preparation of Preliminary (30%) Design

SWI will develop 30% preliminary design plans and specifications including rights-of-ways/easements, complete topography and identification of existing improvements, survey control/benchmarks, property lines, plan/profiles of existing roadways and utilities within the project limits. Existing utility information will be shown along with potential conflicts. The submittal will include the items required by the City's CIP submittal requirements checklist. Construction costs (engineers estimate) will also be provided in Bid Schedule format. As a part of the 30% design submittal, the topographic survey will be completed and the existing rights-of-ways and easements will be verified.

Topographic/Boundary Verification Survey – SWI will perform the necessary topographic and boundary verification survey for the project sites. The base maps will be prepared in AutoCAD 2012 format. SWI will coordinate with the City Surveyor in regard to the information required to be shown on the survey and the coordinate/elevations basis for the survey for consistency with the City system. The topographic survey, including available rights-of-way and easement information

S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT – EXHIBIT A
SWI #15091

will be used for the project design base drawings. The boundary survey is for confirmation of existing ROW and property monuments found in the field and is not a complete boundary survey of the project parcels. The topographic survey will include complete intersection detailing at the match points for the project and the width will extend to the ROW limits of each road and will also extend to necessary match up points for adjacent improvements where necessary. The survey will extend a minimum of 50' beyond the anticipated construction limits.

Existing right-of-way mapping – The City will provide existing right-of-way limits information for delineation on the plans as well as a listing of all City benchmarks, which are to be utilized on the project. SWI will verify the ROW and include the information on the project design base maps.

Legal Descriptions – SWI shall prepare up to three legal descriptions and a map for the acquisition of additional right-of-way parcels and or easements if required to construct the proposed improvements. The City will provide pertinent title reports to the Engineer if required. The Engineer will not be required to negotiate with the pertinent property owners for the acquisition of any of the required right-of-way parcels/easements.

8. Preparation of Preliminary (60%) Design

SWI shall incorporate any alternative selections, changes, corrections and/or additions that result from the City's preliminary 30% plan review including those elements required by the City of Prescott CIP Design Submittal Requirements for a 60% submittal. The resulting set of plans will be submitted to the City and utilities as a 60% design, which will be reviewed by the City and utilities for additional adjustments and/or corrections. An updated cost estimate and the first submittal of the specifications/special provisions shall be included.

9. Preparation of Pre-final (90%) Plans, Specifications and Estimate for Submittal to City and Utility Companies

SWI shall incorporate any alternative selections, changes, corrections and/or additions that result from the City's preliminary 60% plan review including those elements required by the City of Prescott CIP Design Submittal Requirements for a 90% submittal. The resulting set of plans will be submitted to the City and utilities as a 90% design, which will be reviewed by the City and utilities for additional adjustments and/or corrections. An updated cost estimate and specifications/special provisions shall be included.

10. Pre-final (90%) Design Meeting

SWI shall meet with the City to incorporate any final revisions or additional work required to generate the final (100%) plans and specifications.

11. Preparation of Final (100%) Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate

SWI shall prepare the final bid ready construction documents incorporating any final alternative selections, changes, corrections and/or additions that result from the City's preliminary 90% plan review meeting. The submittal will meet the requirements of the City of Prescott CIP Design Submittal Requirements for a Final submittal. The submittal will include final 3 mil Mylar reproducibles of the construction plans and a disk of the drawing files in AutoCADD.DXF format along with digital files for the cost estimate, bid schedule and specifications. The City will prepare the formal contract documents bid package.

12. Design of Water and Sewer Improvements

SWI shall provide water and sewer line design for new utility lines within the project streets. The water and sewer lines will be included on separate plan/profile sheets for those streets and will require a submittal to YCDS for construction and operational permits. SWI will prepare the permit submittals and a brief design memorandum based on water and sewer model information provided by the City of Prescott. We will also submit the project to YCDS for review and approval. The City will be responsible for the cost of the permitting.

Construction plans will address the removal of exiting utility materials where conflicts exist with new construction.

All Design plans will be submitted in a plan-profile format as required by the City including separate water and separate sewer plan/profile sheets.

13. Construction Pre-Bid Meeting

SWI shall attend the construction phase Pre-Bid Meeting and prepare addenda as necessary for project design clarifications. The City will conduct the meeting and prepare the meeting agenda and minutes.

14. Pre-Construction Meeting

SWI shall attend the Pre-Construction meeting and address any design questions presented by the Contractor. The City will conduct the meeting and prepare the agenda and minutes.

15. Monthly Progress Meetings

The City and SWI will meet monthly or as requested during the design process to discuss the project status and any pertinent issues. Coordination meetings will continue for the duration of the project. The Design Phase meetings are included in Task 1.0. SWI has budgeted four (4) monthly construction phase meetings at the Public Works office for the FY 2016-2017 construction. Separate meetings with individual business or property owners are not anticipated.

16. Benchmarks

SWI will set sufficient temporary or permanent benchmarks to allow the project to be constructed in accordance with the design. This task will be included with the topographic survey.

17. Provision of Post-Design Consultation Services

This task assumes the City will organize and chair all of the bid and construction phase meetings.

Weekly Meetings & Site Observations – SWI will attend the weekly construction meetings on an as-requested basis and conduct site visits as necessary. Photo documented field reports will be prepared for each site visit to document the work that was observed. A total of 10 hours/week for a 24 week construction period is assumed for meetings, site visits, utility as-built measurements, including substantial & final walkthrough and punch list preparation.

RFI's & Change Orders – The Engineer will respond to requests for information and change orders for up to 10 RFI's and 2 change orders.

Shop Drawing & Submittal Reviews – The Engineer will review and provide written comments for up to 5 total shop drawing and product submittals and re-submittals.

**S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT – EXHIBIT A
SWI #15091**

As-Built Plans & Field Surveys – The Engineer will provide up to 16 field survey visits for recording the as-built construction. The contractor's as-built marked up plans, SWI surveys and our site observations and measurements will be utilized to prepare the final project As-Built plans for record. Final as-built Mylar reproducibles and digital files in AutoCAD 2012 format will be provided by SWI to the City at project closeout. SWI will also prepare/provide the final As-Built plans and the YCDS Engineers Certificate of Completion for the water and sewer lines along with the final Engineers Certification of the project.

NOTE: Work hours estimated for “Bid & Construction Phase Services”, inspections, construction site meetings, shop drawing reviews, as-built survey and responding to construction questions and concerns (RFI's) will not be exceeded without express written permission from the City of Prescott.

18. Meeting Minutes

SWI will prepare the agendas for and minutes of all design phase meetings over the course of the project duration. Pre-Bid, Pre-Construction and weekly Construction phase meeting minutes will be the responsibility of the Contractor or the City.

STANDARD OF CARE:

SWI shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. SWI and the City of Prescott mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

OPINIONS OF COST:

SWI has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on SWI's opinion based on experience and judgment. SWI cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by SWI.

**END OF THE S. WASHINGTON AVENUE/E. GOODWIN STREET
IMPROVEMENTS PROJECT
EXHIBIT A - SCOPE OF SERVICES – SWI #15091**

Prepared by: Shephard Wesnitzer, Inc.
Richard Aldridge, PE, MBA
Branch Manager

Attachments: SWI Cost Summary and Scope/Fee Spreadsheet, 6-18-2015
SWI 2015 Rate Schedule
Scoping Limits, Map 6-4-15
Subconsultant Proposals:
ETC, Inc.
Mule Services
EcoPlan
Earth Resources
Beta|Pr

SUMMARY OF TASKS AND FEES - EXHIBIT A

S. WASHINGTON/E. GOODWIN STREET IMPROVEMENTS PROJECT



PROJECT NAME: S. WASHINGTON/E. GOODWIN STREET IMPROVEMENTS PROJECT

DATE PREPARED: June 18, 2015

SWI Project Number 15091

DESIGN PHASE

SWI DESIGN PHASE SERVICES	\$ 152,910
SUBCONSULTANT DESIGN PHASE SERVICES	\$ 50,062
TOTAL DESIGN PHASE SERVICES WITH SUBCONSULTANTS	\$ 202,972

BID & CONSTRUCTION PHASE

SWI BID & CONSTRUCTION PHASE SERVICES	\$ 73,290
TOTAL BID & CONSTRUCTION PHASE SERVICES FOR S. WASHINGTON/E. GOODWIN STREET IMPROVEMENTS PROJECT	\$ 73,290

GRAND TOTAL - DESIGN, BID & CONSTRUCTION PHASE SERVICES	\$ 276,262
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CONTRACT ALLOWANCE	\$ 27,626
REIMBURSABLE EXPENSES	\$ 2,700

GRAND TOTAL - DESIGN, BID & CONSTRUCTION PHASE SERVICES WITH CONTRACT ALLOWANCE AND REIMBURSABLE EXPENSES	\$ 306,588
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ESTIMATED CONSTRUCTION COST - S. Washington & Goodwin

PAVEMENT RECONSTRUCTION 14,500 SY @ \$70/SY	\$ 1,015,000
CONCRETE-DRAINAGE-LANDSCAPE-AMENITIES @ 25%	\$ 253,750
WATER AND SEWER INFRASTRUCTURE @ \$200/LF @ 3,600LF	\$ 720,000
SUBTOTAL	\$ 1,988,750
CONTINGENCY @ 20% OF SUBTOTAL	\$ 397,750
TOTAL ESTIMATED CONSTRUCTION COST	\$ 2,386,500

TOTAL ESTIMATED CONSTRUCTION COST	\$ 2,386,500
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SWI ONLY SURVEY & DESIGN FEE AS A PERCENTAGE OF CONSTRUCTION COSTS	6.4%
SWI CONSTRUCTION PHASE FEE AS A PERCENT OF CONSTRUCTION COST	3.1%

PREPARED BY: SHEPHARD WESNITZER, INC.

Richard Aldridge, PE, MBA
Branch Manager

SEDONA

COTTONWOOD

FLAGSTAFF

PRESCOTT

KINGMAN

SWI Engineering

PROJECT NAME: S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT

DATE PREPARED: June 18, 2015

SWI Project Number 15091

PROJECT TASKS & HOURS - EXHIBIT A**S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT**

		E-4	E-3	E-2	EIT/CADD	Survey	Surveyor	Clerical	Total Man Hours	Total Labor Cost	Subtotals
No.	Contract Task/Phase	\$160	\$ 150	\$130	\$ 95	\$120	\$ 85	\$ 60			
	PLANNING & DESIGN PHASE SERVICES - SWI TASKS										
1	TASK 1.0 Administrative Tasks										
2	Includes typical administrative tasks, contract set up/insurance forms, and kick off meeting tasks	26						4	30	\$ 4,400	
3	General Project Administration (meetings, minutes, agendas, correspondence, etc.) - duration of project including two public meetings	60		12					72	\$ 11,160	
4	Preparation of the detailed schedule, revisions & updates	4		2					6	\$ 900	
5											\$ 16,460
6	TASK 2.0 Design Schedule										
7	Included in TASK 1.0 Above								0	\$ -	
8											\$ -
9	TASK 3.0 Preliminary 15% Design Report and Preliminary Construction Cost Estimate										
10	Preliminary Basis of Design Report, project elements, costs	16		6					22	\$ 3,340	
11	Preliminary 15% Alignment Plans on Aerial Photo Backgrounds	10		12	32	2			56	\$ 6,440	
12	Conceptual Drainage Review, including Water Tank site and Impacts on Virginia St. Channel/Residents	2		24					26	\$ 3,440	
13											\$ 13,220
14	TASK 4.0 Utility Review										
15	Coord with utilities, (2) RUCC meetings	2		4					6	\$ 840	
16											\$ 840
17	TASK 5.0 Utility Potholing										
18	Add Earth Resources pothole information to the base design sheets, 54 locations			2	10				12	\$ 1,210	
19											\$ 1,210
20	TASK 6.0 Geotechnical Investigation										
21	Review ETC Geotechnical Report, boring logs, incorporation of recommendations/bore locations into plan	2		6	10				18	\$ 2,050	
22											\$ 2,050
23	TASK 7.0 Preparation of Preliminary (30%) Design										
24	Topographic & Boundary Verification Survey - Base Map Preparation	4			40	20	100		164	\$ 15,340	
25	Preliminary Plans - Cover, Details, Notes, 22 - P&P Sheets (32 Sheet Set) - 6+ hrs/sheet + QA	16		60	120				196	\$ 21,760	
26	Preliminary Drainage Review, including Water Tank site and Impacts on Virginia St. Channel/Residents	6	4	48					58	\$ 7,800	
27	Cost Estimate in Bid Schedule Format	4			4				8	\$ 1,020	
28											\$ 45,920
29	TASK 8.0 Preparation of Preliminary (60%) Design										
30	Preliminary Plans - Cover, Details, Notes, 22 - P&P Sheets (32 Sheet Set) - 8+ hrs/sheet + QA	16		80	180				276	\$ 30,060	
31	Final Drainage Memo	4	4	40					48	\$ 6,440	
32	Cost Estimate in Bid Schedule Format	8			4				12	\$ 1,660	
33	Prepare 1st Submittal of the Project Special Provisions/Technical Specifications	16							16	\$ 2,560	
34											\$ 40,720

SWI Engineering

PROJECT NAME: S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT

DATE PREPARED: June 18, 2015

SWI Project Number 15091

PROJECT TASKS & HOURS - EXHIBIT A**S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT**

		E-4	E-3	E-2	EIT/CA	Survey	Survey	Clerical	Total Man Hours	Total Labor Cost	Subtotals
No.	Contract Task/Phase										
		\$160	\$ 150	\$130	\$ 95	\$120	\$ 85	\$ 60			
35	TASK 9.0 Preparation of Pre-final (90%) Plans, Specifications and Estimate for Submittal to City and Utility Companies										
36	Preliminary Plans - Cover, Details, Notes, 22 - P&P Sheets (32 Sheet Set) - 4+ hrs/sheet + QA	10		40	88				138	\$ 15,160	
37	Cost Estimate in Bid Schedule Format	6		2					8	\$ 1,220	
38	Special Provisions/Technical Specifications	4							4	\$ 640	
39											\$ 17,020
40	TASK 10.0 Pre-Final (90%) Design Meeting										
41	Review meeting to incorporate any final City requested revisions	2		2					4	\$ 580	
42											\$ 580
43	TASK 11.0 Preparation of Final Bid Package: (100%) Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate										
44	Final Plans - Cover, Details, Notes, 22 - P&P Sheets (32 Sheet Set) - 2+ hrs/sheet + QA	6		20	42				68	\$ 7,550	
45	Final Cost Estimates & Bid Schedule Preparation	6		2					8	\$ 1,220	
46	Final Special Provisions/Technical Specifications	6							6	\$ 960	
47	ADEQ Design Memo & ATC Submittal (All ADEQ submittal fees/costs to be paid by the City)	6	28						34	\$ 5,160	
48											\$ 14,890
49	TASK 12.0 Design of Water Improvements and Additional Work										
50	Water & Sewer Line P&P Sheets for Design in Washington & Goodwin - Included in the 22 PP Sheets										
51											
52	TOTAL SWI LABOR HOURS & FEE - DESIGN	242	36	362	530	22	100	4	1296	\$ 152,910	\$ 152,910
53											
54											
55	SUBCONSULTANTS								FEE	SWI 10%	TOTAL FEE
56	ETC, Inc. (Geotechnical)								\$ 5,950.00	\$ 595	\$ 6,545
57	Mule Services (Pre-Design Bluestaking)								\$ 3,230.00	\$ 323	\$ 3,553
58	EcoPlan (Endangered Species Act Pre-Determination)								\$ 744.00	\$ 74	\$ 818
57	Earth Resources (Utility Potholing, 44 locations)								\$ 29,267.00	\$ 2,927	\$ 32,194
58	Beta Pr (Public Meetings)								\$ 6,320.00	\$ 632	\$ 6,952
58											\$ 50,062
59											
59	SUBTOTAL DESIGN PHASE SERVICES										\$ 202,972
60											
60											

SWI Engineering

PROJECT NAME: S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT

DATE PREPARED: June 18, 2015

SWI Project Number 15091

PROJECT TASKS & HOURS - EXHIBIT A**S. WASHINGTON AVENUE/E. GOODWIN STREET IMPROVEMENTS PROJECT**

		E-4	E-3	E-2	EIT/CAD	Survey	Surveyor	Clerical	Total Man Hours	Total Labor Cost	Subtotals
No.	Contract Task/Phase	\$160	\$ 150	\$130	\$ 95	\$120	\$ 85	\$ 60			
61	POST DESIGN PHASE SERVICES - SWI TASKS										
61											
62	TASK 13 Construction Pre-Bid Meeting										
62	Attend Pre-Bid Conference	4							4	\$ 640	
63	Prepare Addenda (up to 2)	4		8					12	\$ 1,680	
63											\$ 2,320
64	TASK 14 Pre-Construction Meeting										
64	Attend Pre-Construction Conference	4							4	\$ 640	
65											\$ 640
65	TASK 15 Monthly Progress Meetings										
66	Attend Monthly Progress Meetings during Construction (up to 4 meetings)	8		8					16	\$ 2,320	
66											\$ 2,320
67											
67	TASK 16 Benchmarks										
68	Set temporary and permanent benchmarks for construction					2	10		12	\$ 1,090	
68											\$ 1,090
69	TASK 17 Post-Design Consultation Services										
69	Misc. meetings & weekly construction observations, report preparation (10 hrs/week @ 24 weeks) + QC	44		198	40				282	\$ 36,580	
70	Shop Drawing Reviews (up to 5) & Respond to RFI's (up to 10 RFI's)	6		10					16	\$ 2,260	
71	Change Order Preparation (up to 2)	6		10					16	\$ 2,260	
72	As-built Survey				16	24	124		164	\$ 14,940	
73	Prepare Record Drawings & Final Certification/Close Out Includes YCES submittals for ATO	20		24	48				92	\$ 10,880	
74											\$ 66,920
75	TASK 18 Meeting Minutes										
76	Prepare Meeting Minutes for all Design Phase meetings - the fee for this task is included in the Design Phase Budget								0	\$ -	
77											\$ -
78											
79	TOTAL SWI LABOR HOURS & FEE - BID & CONSTRUCTION PHASE	96	0	258	104	26	134	0	618	\$ 73,290	\$ 73,290
80	Contract Allowance @ 10%										\$ 27,626
81	Reimbursable Expenses Allowance										\$ 2,700
82	TOTAL FOR DESIGN, BID AND CONSTRUCTION PHASE SERVICES INCLUDING SUBCONSULTANTS, CONTRACT ALLOWANCE AND REIMBURSABLE EXPENSES										\$ 306,588

SHEPHARD-WESNITZER, INC. - 2015 HOURLY RATES

STANDARD RATE SCHEDULE

E-5	PRINCIPAL ENGINEER	\$185/HOUR
E-4	ENGINEER 4	\$160/HOUR
E-3	ENGINEER 3	\$150/HOUR
E-2	ENGINEER 2	\$130/HOUR
E-1	ENGINEER 1	\$115/HOUR
EIT-4	ENGINEER IN TRAINING	\$100/HOUR
EIT-3	ENGINEER IN TRAINING	\$95/HOUR
EIT-2	ENGINEER IN TRAINING	\$90/HOUR
EIT-1	ENGINEER IN TRAINING	\$85/HOUR
CADD-4	CADD DESIGNER	\$105/HOUR
CADD-3	CADD DESIGNER	\$95/HOUR
CADD-2	CADD DESIGNER	\$85/HOUR
CADD-1	CADD DESIGNER	\$75/HOUR
CAD-4	CAD DRAFTER	\$80/HOUR
CAD-3	CAD DRAFTER	\$70/HOUR
CAD-2	CAD DRAFTER	\$60/HOUR
CAD-1	CAD DRAFTER	\$50/HOUR
A-1	CLERICAL	\$60/HOUR
RLS	REGISTERED LAND SURVEYOR, SURVEY MANAGER	\$120/HOUR
RLSPC	REGISTERED LAND SURVEYOR, PARTY CHIEF	\$105/HOUR
LSIT	LAND SURVEYOR IN TRAINING, PARTY CHIEF	\$85/HOUR
NRL	NON-REGISTERED LAND SURVEYOR, PARTY CHIEF	\$85/HOUR
T-4	CONSTRUCTION INSPECTION TECHNICIAN	\$105/HOUR
T-3	PROJECT COORDINATOR.....	\$90/HOUR
INT -1	INTERN.....	\$45/HOUR
	MARKETING DIRECTOR	\$75/HOUR
	GIS COORDINATOR	\$95/HOUR
	INSTRUMENT PERSON.....	\$80/HOUR
	GPS RECEIVER.....	\$30/HOUR PER RECEIVER
	ROBOTIC TOTAL STATION	\$25/HOUR
	ARCHIVE FILE RESEARCH	\$55/HOUR, 1 HOUR MINIMUM

OUTSIDE SERVICES.....COST + 10%

PRINTS

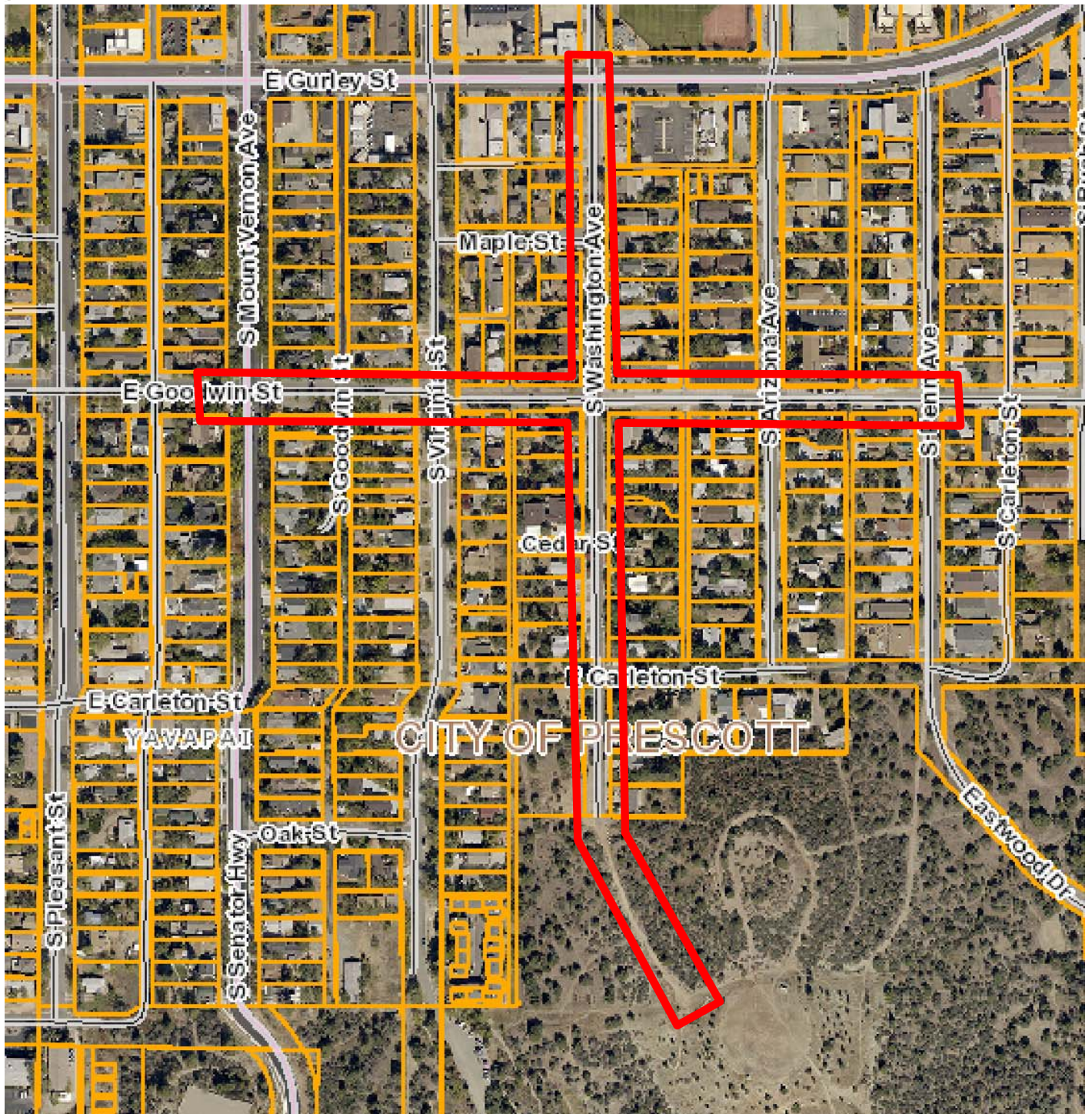
BOND.....	\$2.75EACH
VELLUMS	\$5.00EACH
MYLAR.....	\$6.00EACH

PLOTS

BOND.....	\$5.00EACH
VELLUM.....	\$10.00EACH
MYLAR.....	\$10.00EACH
COLOR PLOTS/BOND	\$15.00EACH
XEROX.....	\$.09EACH
CD'S.....	\$5.00EACH
MILEAGE.....	\$.65 PER MILE
FOR ANY AND ALL SERVICES RELATED TO LITIGATION OR OTHER LEGAL PROCEEDINGS	
TWO TIMES OUR STANDARD RATES	

WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CLIENT AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED SHALL FIRST BE CREDITED TO PAYMENT OF INTEREST, AND THEN TO THE PRINCIPAL BALANCE

**S. WASHINGTON AVE / E. GOODWIN STREET
IMPROVEMENTS PROJECT
PROJECT LIMITS EXHIBIT**



**S. WASHINGTON FROM E. GURLEY STREET TO THE WATER TANK
TURNAROUND & E. GOODWIN ST. FROM MT. VERNON TO S. PENN AVE.
PREPARED: JUNE 4, 2015**



ENGINEERING & TESTING CONSULTANTS INC.

June 9, 2015

Mr. Richard Aldridge, PE, MBA
Shephard-Wesnitzer, Inc.
221 N. Marina Avenue, Suite 102
Prescott, Arizona 86301

**SUBJECT: REVISED PROPOSAL FOR SUBSURFACE SOIL EXPLORATION – S.
WASHINGTON AVENUE & E. GOODWIN STREET, PRESCOTT, AZ**

Dear Mr. Aldridge:

Engineering & Testing Consultants, Inc., (ETC) is pleased to have this opportunity to submit our proposal to perform geotechnical investigation services during the design phase for the above referenced project.

We understand that the project will include reconstruction of S. Washington Ave. from Gurley to the south end of the road, and E. Goodwin, from Mount Vernon to S. Penn Avenue. The project will also include water and sewer improvements, as needed.

The objective of this subsurface soil exploration and soil survey is to provide subsurface soil conditions and recommendations regarding retaining wall foundation support, site grading, slope stability, pavement structural section, lateral soil pressures, and soil corrosivity for the proposed roadway and utility improvements.

We propose the following scope of work.

SCOPE OF WORK

The subsurface soil exploration will be organized into three primary tasks: 1) field sampling and observation, and 2) the laboratory testing of selected soil samples, and 3) report preparation of results and recommendations.

Field Exploration

The field exploration will include completing four (4) exploratory test borings along Washington Avenue, and four (4) borings along Goodwin Street. This proposal includes additional costs associated with providing traffic control during the drilling operation. Additionally, ETC will core the concrete portion of E. Goodwin Street prior to auger drilling.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

**417 NORTH ARIZONA AVENUE • PRESCOTT, ARIZONA 86301
928-778-9001 • FAX 928-778-4866**



Mr. Richard Aldridge, PE, MBA – Shephard-Wesnitzer, Inc.
Geotechnical Engineering Services – S. Washington Ave. & Goodwin St., Prescott, AZ
June 9, 2015
Page 2 of 3

Soil samples will be collected for physical properties and corrosivity testing. The boreholes will be backfilled with auger cuttings and patched with a cold mix of asphaltic concrete.

Field drilling and sampling will be completed using our Mobile B-47 drilling rig. The field work will include an exploration for the following conditions.

- General site characteristics and pavement surface conditions.
- Thickness of existing pavement structural section.
- Subsurface soil characteristics, approximate boundary between soil types, and soil sampling.
- Water level measurements (if encountered).
- A total of eight (8) auger test borings will be drilled to depths of approximately 10 to 14 feet below existing pavement grade, or to auger refusal. Four borings will be drilled on Washington, and four (4) borings will be drilled on Goodwin.

Laboratory Analysis

Representative soil samples will be collected during the boring operation for laboratory analysis of physical properties and corrosivity potential.

Exploration Report

A final report will be compiled that includes the following:

- a. Boring logs showing the stratification lines of the various soil types and pavement structure encountered during the field exploration.
- b. Results from laboratory testing conducted on selected samples.
- c. General pavement and surface conditions.
- d. Description of the subsurface soil and/or rock conditions encountered, including expected excavation conditions for utility trenches.
- e. Recommendations for design parameters as outlined in the request. Such parameters will include: foundation support, site grading, slope stability, pavement structural section, lateral soil pressures, and potential soil corrosivity to iron pipe. ETC will provide recommended pavement options for asphaltic concrete and Portland cement concrete.



Mr. Richard Aldridge, PE, MBA – Shephard-Wesnitzer, Inc.
Geotechnical Engineering Services – S. Washington Ave. & Goodwin St., Prescott, AZ
June 9, 2015
Page 3 of 3

PAYMENT AGREEMENT

We estimate the subsurface soil exploration for the two roads to cost \$5,950.00, and we propose to provide these services for a lump sum fee of \$5,950.00. Should we encounter conditions which require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

ETC can schedule the fieldwork to be performed within 1 to 2 weeks upon your authorization to proceed. We anticipate completion of the final report in approximately four weeks following the authorization.

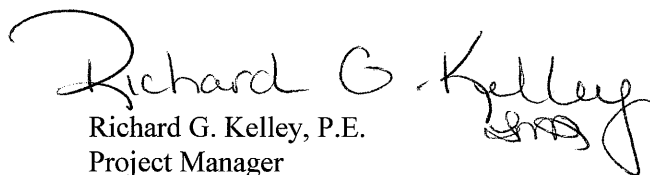
AUTHORIZATION TO PROCEED

If you are in agreement with the scope of work and fees, as quoted above, for the subsurface soil exploration/soil survey, and the conditions as stated in the Schedule of Fees, Charges and Conditions, presented as Attachment I, please sign both copies of this agreement and return the original (Attention: Richard G. Kelley, ETC) to indicate your understanding of and concurrence with the conditions set forth herein.

ETC would like to thank you for this opportunity to submit our proposal for the geotechnical engineering work. ETC is looking forward to working for you on this project. If you have any questions, please call at your convenience (928) 778-9001.

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.


Richard G. Kelley, P.E.
Project Manager

Enclosure: Attachment I

ACCEPTED AND APPROVED

Signature: _____ Date: _____

Printed

Name: _____ Title: _____



ATTACHMENT I
SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

<u>Engineering Services</u>	<u>Charge Rate (hourly)</u>
------------------------------------	------------------------------------

Staff Engineer	\$120.00
Project Engineer.....	\$130.00
Sr. Project Engineer.....	\$145.00
Principal Engineer.	\$155.00

<u>Materials Testing Services</u>	<u>Charge Rate (hourly)</u>
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Engineering Technician.....	\$70.00
Senior Level Engineering Technician	\$75.00
Special Inspector.....	\$70.00

<u>Laboratory Testing</u>	<u>Charge Rate (each)</u>
----------------------------------	----------------------------------

Soil Aggregate:

Plasticity Index (wet prep).....	\$100.00
Plasticity Index (dry prep)	\$65.00
Moisture Density Relationship	\$120.00
Particle Size Analysis	\$75.00

Geotechnical:

Expansive Potential.....	\$150.00
Expansive Index	\$225.00
Consolidation/Swell	\$175.00

Asphalt:

Asphalt Content with Gradation by Ignition Method	\$150.00
Marshall Density.....	\$100.00
Rice Test	\$120.00

Concrete/Grout/Mortar:

Compression Tests (per Specimen).....	\$18.00
Compression Tests Drilled Cores (per Specimen).....	\$45.00

TERMS AND CONDITIONS ENGINEERING & TESTING CONSULTANTS, INC. (ETC)

SECTION 1: SCOPE OF WORK: ETC shall perform the services defined in the contract and shall invoice the Client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change as the work is in progress. ETC will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. ETC can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of services by ETC pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish ETC with right-of-access to the site in order to conduct the planned work. While ETC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-site test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The Client will furnish ETC with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. ETC reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. ETC reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to ETC prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, ETC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ETC harmless and indemnify ETC for any claims, payments or other liability, including costs and attorney fees, incurred by ETC for any damages to subterranean structures or utilities which are not called ETC's attention and correctly shown on the plans furnished to ETC.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise ETC of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which ETC may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ETC employees, agents or subcontractors.

If ETC observes or suspects the existence of unanticipated hazardous materials during the course of provided services, ETC may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of ETC, ETC may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: ETC does not create, generate or at any time own or take possession of ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: ETC will furnish two copies of the report to the Client. ETC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by ETC.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ETC as instruments of service, shall remain the property of ETC unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: ETC shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential". ETC shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ETC against claims or liabilities arising from performance of services under this agreement. ETC obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by ETC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or exploration are made by ETC and that the data, interpretations and recommendations of ETC are based solely upon the data available to ETC. ETC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: ETC has adopted safety policy procedures for its personnel when providing services at construction sites. ETC will adhere to these procedures, as site conditions require. A copy of the "Health & Safety Manual" is on file with the corporate safety officer and is available for review. ETC is not responsible or liable for injuries or damage incurred by third parties who are not employees of ETC.

It is understood that ETC will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by ETC to subpoenas issued by any party other than ETC in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The Client agrees to limit ETC's liability to the owner and all construction contractors and subcontractors on the project arising from ETC's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ETC to all those named shall not exceed \$50,000, or ETC's total fee for the services rendered on this project, whichever is greater, and Client hereby releases ETC from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ETC's liability for damages suffered by the contractor or the subcontractor arising from ETC's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others that may arise on account of ETC's professional acts, errors or omissions.

SECTION 14: INSURANCE: ETC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, ETC agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of ETC, its employees, agents, subcontractors and their employees and agents. ETC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ETC shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of ETC.

SECTION 15: INDEMNITY: The Client acknowledges that ETC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or safety conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against ETC and agrees to indemnify and save ETC, its agents, and employees harmless from any claim, liability or defense costs, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to ETC's performance of services hereunder. Client and ETC agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: TESTING AND OBSERVATION SERVICES: If ETC is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set for in the proposal, then this section applies. For the specified assignment, ETC will report test results, observations and professional opinions to Client.

The presence of ETC field representatives will be for the purpose of providing field-testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised.

The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any way for defect discovered in his work.

The term, "observations," implies that we would observe the progress of the work we have agreed to be involved with and perform test from which to develop an opinion as to whether the work essentially complies with the job requirements.

With any manufactured product there are statistical variations in its uniformity and the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

SECTION 17: SAMPLES: ETC will retain all soil and rock samples that are transported to ETC laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

SECTION 18: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 19: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ETC shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ETC required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 20: ASSIGNS: Neither the Client nor ETC may delegate, assign, subwrite or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 21: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ETC's services.

SECTION 22: ARBITRATION: As an inducement to obtain the services of ETC, the Client has expressly agreed that all disputes between the parties shall be submitted to arbitration according to the rules of the American Arbitration Association and the decision of the arbitrator(s) shall be final and that any arbitration award rendered pursuant to this provision may be reduced to judgement and any failure by either party to abide by such arbitration award shall be subject to the sanctions set forth under "General Conditions." It is expressly understood by the Client that ETC would not render professional services to the Client but for this arbitration provision.



MULEServices
Milne's Utility Locating
& Equipment Services

SWIAZ
Richard Aldridge, PE, MBA
Branch Manager
221 N. Marina Street, Suite 102
Prescott, Arizona 86301

RE: SWI Project #14253.002

To Richard;

We thank you for your interest in MULEServices handling the private line locating services on the above project.

Below is a quote for locating services on the private utilities in the Project #14253.002:

Rate is .85 cents per foot.

- 2,200 LF on S. Washington from Gurley to the dirt turn-around southwest of the water tank
- 1,600 LF on Goodwin, including the extra two blocks

Total footage is anticipated at 3800 feet which gives a final estimate cost of \$3230.00.

We look forward to the possibility of helping you on this project.

Thank you,

Matt Milne
Owner
MULEServices
matt.milne@muleservices.com



EcoPlan Associates, Inc.
Environmental Science & Resource Economics

February 2, 2015

Richard Aldridge, PE, MBA
Branch Manager
Shephard Wesnitzer, Inc.
211 N. Marina Street, Suite 120
Prescott, Arizona 86301

RE: Cost Estimate for Endangered Species Act Pre-determination Letter Report
City of Prescott Pavement Reconstruction
Washington Avenue/Goodwin Street
EcoPlan Proposal No. 14-01202

Dear Mr. Aldridge:

EcoPlan Associates, Inc. (EcoPlan) is pleased to submit this proposal for an Endangered Species Act Pre-determination Letter Report for the above referenced site. We have included a scope of work and cost estimate in this proposal for your review and approval.

Please contact me at (480) 733-6666, extension 117 if you have any questions. Thank you for your time and consideration.

Sincerely,

George Ruffner, Ph.D.
President

Enclosures: As noted



EcoPlan Associates, Inc.
Environmental Science & Resource Economics

SCOPE OF WORK

**Endangered Species Act Pre-determination Letter Report
City of Prescott Pavement Reconstruction
Washington Avenue/Goodwin Street
EcoPlan Proposal No. 14-01202**

EcoPlan will prepare an Endangered Species Act pre-determination letter report to determine the affects of the project on federally protected and special status species occurring in Yavapai County, Arizona. The report will include a brief project description, project map and photos, agency coordination, and any appropriate recommendations. The Arizona Game and Fish Department Online Environmental Review Tool will also be utilized and attached to the report. EcoPlan will not conduct a brief site survey for the purposes of determining the presence of protected migratory birds and suitable habitat for special status species within the project limits at this time.



Cost Estimate Worksheet

Prepared for: Shephard Wesnitzer, Inc.

City of Prescott Pavement Reconstruction -

Project Name: Washington Avenue/Goodwin Street

EcoPlan # 14-01202

Task Description	Principal	Senior Biologist	Senior Field Biologist	Quality Control Specialist / Editor	Total Hours	Total Costs
Billing Rate	\$162.98	\$99.88	\$76.23	\$99.88		
Task Management						
Task 1. Endangered Species Act Pre-determination Letter Report	1	1	5	1	8	\$ 743.89
Subtotal:	1	1	5	1	8	\$ 743.89
Total Hours:	1	1	5	1	8	
Labor Subtotal:						\$ 743.89
Direct Expenses						
Total Direct Expenses:						\$ -
Total Cost:						\$ 744.00



P.O. Box 1420,
Dewey, AZ 86327

928-775-2795 Office
928-268-3487 Fax

ROC #259019

Wyatt W. Orr
928-713-0215 cell
www5th@yahoo.com

Wil W. Orr
928-899-6365
worr@prescott.edu

KA - Dual Engineering
OSHA HAZWOPER Certified

Bid Proposal Addressed To:

Shepard Wesnitzer
221 N Marina Street, Suite 102
Prescott, AZ 86301

Project Name

City of Prescott Pavement Reconstruction #14253.002

Project Location

Washington & Goodwin Street, Prescott, AZ 86301

Plans drawn by:

Dated:

DESCRIPTION	Units	Unit Cost	Total
Mobilization	1	250.00	250.00
Perform potholing for 54 location including required ROW permit and traffic Control.	1	27,510.00	27,510.00
Sales Tax--COP			1,506.67

TOTAL \$29,266.67

EXCLUSIONS: Proposal does not include the following: S.W.P.P. Plan, survey or layout, density testing, special inspections, export of any unknown hazardous materials, rock excavation (any hard dig situation incurred that a 310 size, rubber-tire backhoe is unable to dig), blasting and hammer hoe expenses, or permits.

ESTIMATE IS GUARANTEED FOR 30 DAYS FROM ORIGINAL DATE.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specification involving extra costs, will be executed only upon written orders and will become an extra charge in addition to the original amount.

Wyatt Orr

6/5/2015

Date

ACCEPTANCE SIGNATURE

Printed Signature

Date

June 11, 2015

Mr. Richard Aldridge
Shephard-Wesnitzer, Inc.
221 North Marina Street, Suite 102
Prescott, AZ 86301

Submitted via e-mail to raldridge@swiaz.com

Re: Cost Quote for Public Involvement Services – South Washington Avenue/East Goodwin Street Pavement and Utility Upgrade Project

Mr. Aldridge:

Beta Public Relations (BetaPr) respectfully submits this cost quote for Public Involvement Services for the South Washington Avenue/East Goodwin Street Pavement and Utility Upgrade Project. This project consists of design work including pavement reconstruction and replacement of water and sewer systems. Due to the eventual benefits and potential impacts to area residents and businesses, public involvement is important to managing perception of the project.

Public involvement efforts for promoting two public meetings will begin immediately upon acceptance of this scope and estimated fee. Tasks associated with the public involvement effort, including estimated cost to complete each task are outlined below. If necessary, we will adjust our estimate to accommodate the City's needs, or any scope changes.

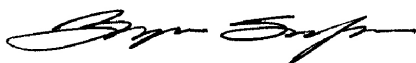
Project Scope	Estimated Cost
Task 1 – Project Notification Flier Design and Distribution BetaPr will design and produce two (2) Project Notification Fliers that serve as public meeting invitations and general project information pieces. The fliers will be bulk-mailed to residents, businesses, and property owners in and around the project area prior to the 30% and 90% design level.	\$780.00
Task 2 – Newspaper Advertisement Design and Publication BetaPr will design and publish two (2) newspaper advertisements in the <i>Prescott Daily Courier</i> . The advertisements will invite interested parties to attend the public meetings, highlight project details, and provide information on how to stay connected with the project team.	\$440.00

Task 3 – Outreach to Businesses and Residents BetaPr will hand-deliver the Project Notification Flier to residents and businesses along the project corridor. We will seek to open lines of communication to help them stay informed as design moves forward. Outreach will occur prior to the 30% and 90% design level.	\$560.00
Task 4 – Promoting and Hosting Public Meetings BetaPr will promote and host two (2) Public Meetings. Hosting includes acquiring the venue, development and production of meeting materials, assisting with presentations, meeting set-up and take-down, and meeting facilitation. After the meetings are complete, a Public Meeting Summary will be provided to the team aggregating all comments and input received.	\$2,440.00
Total Estimated Labor Expenses	\$4,220.00
Direct Expenses	Estimated Cost
Printing – 4,400 pieces (Notification Flier) x \$0.25 per piece	\$1,100.00
Bulk mail postage – 4,000 pieces x \$0.20 per piece	\$800.00
Community meeting venue fees	\$200.00
Total Estimated Direct Expenses	\$2,100.00

Total Estimated Project Cost \$6,320.00

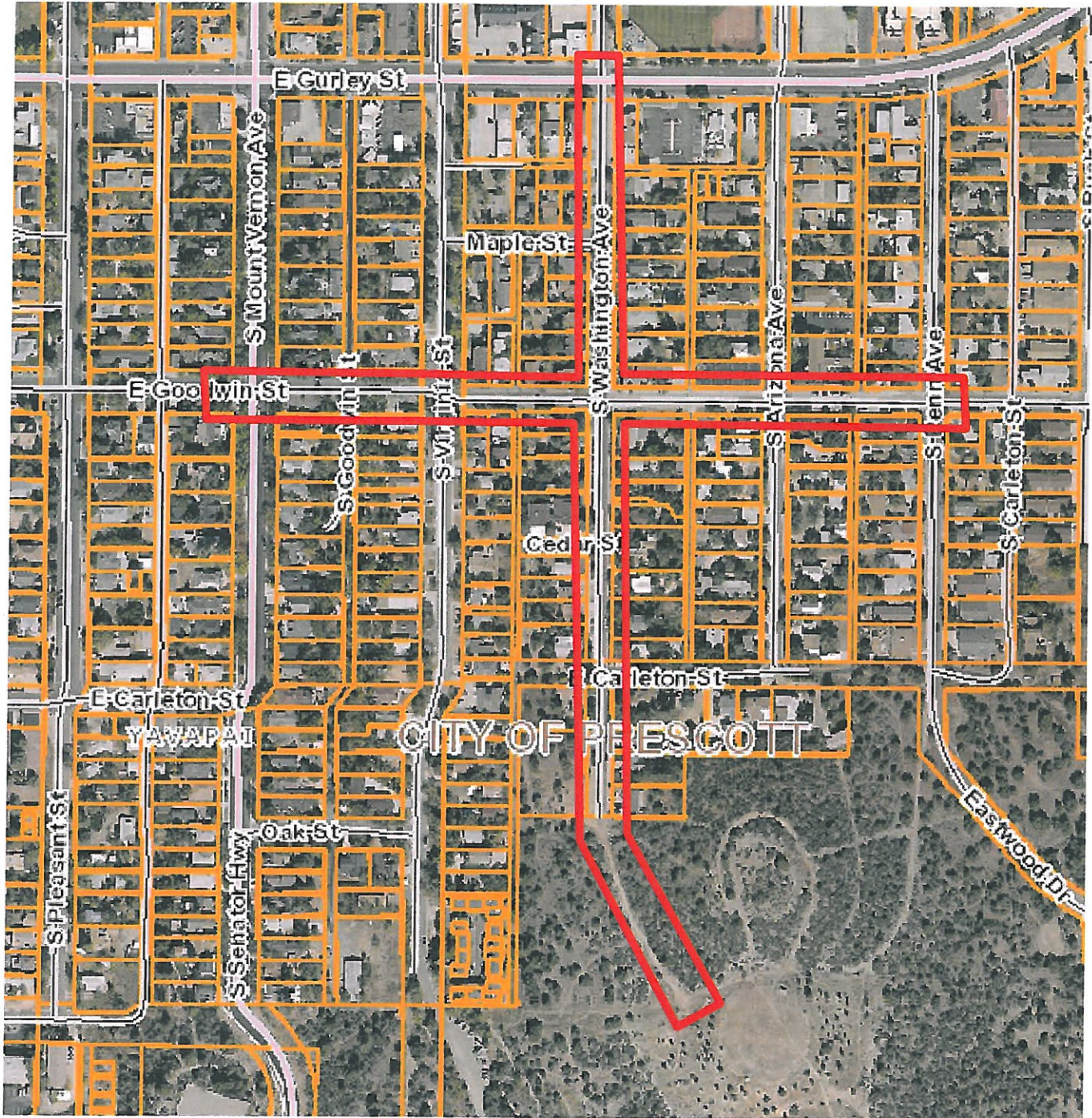
Thank you for the opportunity to work on this project. If you have any questions regarding this estimate, feel free to contact me directly at (928) 856-0558. We look forward to working with Shephard-Wesnitzer, Inc. to provide effective public involvement support for the South Washington Avenue/East Goodwin Street Pavement and Utility Upgrade Project.

Sincerely,



Bryce Snyder
Principal
BetaPr

S. WASHINGTON AVE / E. GOODWIN STREET IMPROVEMENTS PROJECT PROJECT LIMITS EXHIBIT



**S. WASHINGTON FROM E. GURLEY STREET TO THE WATER TANK
TURNAROUND & E. GOODWIN ST. FROM MT. VERNON TO S. PENN AVE.
PREPARED: JUNE 4, 2015**

MEETING DATE/TYPES: VOTING MEETING 7-14-15

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Resolution No. 4304-1513, approving a Water Service Reimbursement Agreement, District #92, for the Perry Street Alley Water Reimbursement District

Approved By:

Date:

Director:	Hash, Henry	06/30/2015
City Manager:	McConnell, Craig	07/07/2015

Item Summary

This item is to approve a Water Service Reimbursement District Agreement between Lance and Catherine Moody and the City of Prescott, for the Perry Street Alley water line extension, which was completed by the Moodys in June 2015. The Agreement provides for payment by other parties connecting to the line in the future for their proportionate shares of the line cost.

Background

Lance Moody and Catherine Moody had approximately 274 feet of 4" water main installed in the Perry Street Alley, as shown in Exhibit "A".

Lance Moody and Catherine Moody are requesting formation of a reimbursement district in accordance with City Code 2-1-10: Utilities Division; Extension of Water Mains, to provide a means of partial recovery of the \$37,279.41 cost of the main extension. Approval of the attached Water Service Reimbursement Agreement District #92 would create the mechanism for recovery. The basis for proportionate reimbursement as set forth by Exhibits "A and B" is an equitable division per connection. The Agreement would remain in effect until the Moodys are reimbursed by other benefiting properties or fifteen (15) years, whichever comes first.

Financial Impact

There is no fiscal impact to any City fund. Any reimbursements collected through Sewer Service Agreement District #92 would be remitted to Lance and Catherine Moody.

Agenda Item: Adoption of Resolution No. 4304-1513, approving a Water Service Reimbursement Agreement, District #92, for the Perry Street Alley Water Reimbursement District

Attachments

1. Resolution No. 4303-1513
2. Water Service Reimbursement Agreement, District #92
3. District Map - Exhibit A
4. Schedule of Costs - Exhibit B
5. Bill of Sale - Exhibit C

Recommended Action: MOVE to adopt Resolution No. 4304-1513.

RESOLUTION NO. 4304-1513

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A WATER SERVICE REIMBURSEMENT AGREEMENT BETWEEN LANCE AND CATHERINE MOODY, AND THE CITY OF PRESCOTT, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS DEEMED NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, Lance and Catherine Moody have requested a water service reimbursement agreement with the City of Prescott for the property located within the water service area as described in Exhibit "A" attached hereto and marked as Areas IDA-1 and RA-1' and

WHEREAS, the improvement for which the water service reimbursement agreement is requested, consists of a water main extension to serve Areas IDA-1 and RA-1; and

WHEREAS, said water main was constructed by Lance and Catherine Moody at no cost to the City of Prescott, inspected and accepted as a part of the City of Prescott's water distribution system; and

WHEREAS, the cost of said water main extension should be prorated over the water service area, resulting in a partial reimbursement to Lance and Catherine Moody.

ENACTMENTS:

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

SECTION 1. THAT, the Water Service Reimbursement Agreement with Lance and Catherine Moody attached hereto as Exhibit "1" and made a part hereof, is hereby approved.

SECTION 2. THAT, the Mayor and staff are hereby authorized to execute said agreement and take any and all steps deemed necessary to accomplish the same.

SECTION 3. THAT, the Water Service Reimbursement District Agreement be recorded in the Office of the Yavapai County Recorder for each parcel in the reimbursable area.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 14th day of July, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney



Exhibit 1

WATER SERVICE REIMBURSEMENT AGREEMENT DISTRICT # 92

THIS AGREEMENT, made and entered into this 14th day of July, 2015, by and between the City of Prescott, a municipal corporation of the State of Arizona, hereinafter called "City", and Lance and Catherine Moody, hereinafter called "Second Parties".

WITNESSETH

WHEREAS, City owns a water main in close proximity to property owned by the Second Parties; and

WHEREAS, the real property owned by the Second parties requires water service; and

WHEREAS, an extension of the water system of the City would have been required to serve the property described as IDA-1 and RA-1 in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Second Parties have constructed an extension of the City's water main on the terms, conditions, covenants and provisions contained herein; and

WHEREAS, City is willing to furnish water service on the terms, conditions and covenants and provisions contained herein; and

WHEREAS, this Agreement contains and incorporates the total and entire agreement and understanding between the parties hereto.

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

I

Second Parties have constructed and installed, at no expense to the City, a water distribution system in accordance with the construction plans prepared by BC

Engineering, and based upon which an Approval to Operate and Release was issued by the City on June 8, 2015.

II

The City expressly reserves the right to enter into future water service agreements or provide water service for or to lands additional to those included in the water service area as defined herein. Second Parties shall have no interest whatsoever in such future extensions.

III

The City, however, agrees that for a period of fifteen (15) years from the date of this Agreement, it will not permit or provide water service connections to that land more particularly described as IDA-a and RA-1 inclusive in the reimbursement map, attached hereto as Exhibit "A", without having first received payment pursuant to the terms of the Agreement and the City Code. City shall evaluate any such future water connections and determine whether such connections would adversely affect the adequacy of Second Parties water service.

IV

In the event that any person or persons other than Second Parties desire water service from the water main extension described herein to service any portion of the property described in Paragraph III above (said area to be designated as "the reimbursement area"), the city shall not issue a permit nor provide water service to said person or persons desiring connection to the aforesaid water main until the City shall receive the proper amount of reimbursement to tie into the water system, said reimbursement to be set according to the formula set forth in Exhibit "B" – Schedule of Costs.

V

- A. This agreement shall expire and terminate fifteen (15) years after its approval and adoption by the Prescott City Council.
- B. The reimbursement calculations and figures as set forth in this agreement are subject to adjustment in accordance with Prescott City Code Section 2-1-11(B).

VI

This agreement and the provisions for water service hereunder are subject to all laws, rules, regulations and policies which are now or may hereafter be adopted by the City.

VII

The parties hereto agree that a copy of this Agreement shall be recorded in the office of the County Recorder of Yavapai County, Arizona, to give notice to all persons purchasing or acquiring or dealing with the property in the reimbursement area, of the terms and provisions hereof and all title companies doing business in the Prescott area shall reflect this Agreement as a matter of record on all title reports affecting property in the reimbursement area.

VIII

Second Parties shall issue to the City a Bill of Sale evidencing transfer of the extension, free and clear of any and all encumbrances, claims and liens, contemporaneous with the execution of this Agreement, in the form attached hereto as Exhibit "C". The City agrees thereafter to maintain said water main.

IX

Pursuant to A.R.S. Section 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

X

Any payments due the Second Parties shall be disbursed to Lance and Catherine Moody, 851 Bertrand Ave., Prescott, AZ 86303, until such time that the City receives written notice to send payments to a different address. It shall be and remain

the responsibility of the Second Parties to advise the City, during the term of this agreement, of any new addresses to which payments should be sent; and further to advise their heirs and assigns of Second Parties' rights herein. In the event that the Second Parties, their heirs or assigns, breach this provision, and the City is unable to locate any of the Second parties, their heirs or assigns using due diligence, after a period of six (6) months any monies collected pursuant to paragraph V above shall revert to the City.

XI

This Water Service Reimbursement Agreement, its covenants and conditions, shall extend to and be binding upon the City, the Second Parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY:

CITY OF PRESCOTT, a Municipal
Corporation of the State of Arizona

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

SECOND PARTIES:

CATHERINE MOODY

(Title)

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____, 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]

Notary Public

LANCE MOODY

(Title)

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____, 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]

Notary Public

EXHIBIT A



Existing Waterlines
Existing Sewerlines
Water Reimbursement District Boundary

Payments for Parties for Reimbursement Parcel #			Amount
IDA-1 (18,002 sq ft - 51% of total area)	109-07-042		\$19,012.50
RA-1 (17,464 sq ft - 49% of total area)	109-07-039		\$18,266.91

Perry St Alley
Water Reimbursement District
~ 30% Reduced PUM
1 inch = 20 feet
0 50 100 Feet

EXHIBIT B

Schedule of Costs

Engineering Design by BC Engineering		\$1,850.00
City of Prescott & Yavapai County fees and permits		\$2,302.23
Construction: T& H Construction		\$33,127.18
Total		\$37,279.41
Payments for Paries for Reimbursement	Parcel Number	
IDA-1 (18,002 sq ft - 51% of total area)	109-07-042	\$19,012.50
RA-1 (17,464 sq ft - 49% of total area)	109-07-039	\$18,266.91
	total	\$37,279.41

(RA)= Reimbursement Area

(IDA) = Initial Development Area

Engineering News Record Construction Cost Index for July 2015 is 10036.38

This Reimburesment shall be in effect until July 2030

note: Reimbursement fees listed above must be adjust to current ENR Constuction

EXHIBIT C

BILL OF SALE

For good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged by each party to the other, Lance and Catherine Moody (hereinafter referred to as "Sellers") hereby sell, transfer, and assign to the City of Prescott (hereinafter referred to as "Buyer"), the following described property; that certain sewer main extension located within a portion of Perry Street, Prescott, Arizona, as more particularly identified in the Reimbursement Map attached hereto as Exhibit "C-1".

Sellers warrant that they are the owners of the above described property, warrant good and marketable title to it, and warrant that the property is unencumbered as of the date of this contract.

EXECUTED at Prescott, Arizona, this 14th day of July, 2015.

Catherine Moody

Lance Moody

ACCEPTED by the City of Prescott this 14th day of July, 2015.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney



Existing Waterlines
Existing Sewerlines
Water Reimbursement District Boundary

Payments for Parties for Reimbursement Parcel #			Amount
IDA-1 (18,002 sq ft - 51% of total area)	109-07-042		\$19,012.50
RA-1 (17,464 sq ft - 49% of total area)	109-07-039		\$18,266.91

Perry St Alley
Water Reimbursement District

~ 30% Reduced Pay.

