



AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING AND SPECIAL MEETING
Tuesday, June 24, 2014
3:00 PM**

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

The following Agenda will be considered by the Prescott City Council at its **Regular Voting and Special 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 Jesse Liles
Willow Hills Baptist Church
- ◆ **PLEDGE OF ALLEGIANCE** Councilman Lazzell
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

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

- ◆ **ANNOUNCEMENTS**
- ◆ **PROCLAMATION**

- A. Proclaiming June 29 - July 6, 2014 as Independent Business Week
- B. Proclaiming June 30, 2014 in memory of our nineteen fallen Granite Mountain Hotshots

I. CONSENT AGENDA

CONSENT ITEMS I.A. – I.C. LISTED BELOW MAY BE ENACTED BY ONE MOTION.

ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCIL MEMBER SO REQUESTS.

- A. Award of contract for the disposal of surplus vehicles and equipment via online auction with Rene Bates Auctioneers, Inc. (City Contract No. 2014-174)
- B. Approval of payment to OCLC, Inc., in an amount not to exceed \$19,500.00 for the Fiscal Year 2015 shared library bibliographic records subscription (General Fund)
- C. Approval of a grant application to the Yavapai-Prescott Indian Tribe through the Arizona State Tribal Gaming Compact for the purchase of safety equipment for the SWAT team in the total amount of \$17,913.12.

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

II. REGULAR AGENDA

- A.. Approval of Annual Support and Licensing Agreement with Tyler Technologies in the amount of \$105,323.00 for the MUNIS financial system (various City funds)

RECOMMENDED ACTION: MOVE to approve the annual Support and Licensing Agreement with Tyler Technologies in the amount of \$105,323.00, and authorize City staff to execute all necessary related documents.

- B. Approval of Contract No. 2014-154 with Fireworks Productions of Arizona in the amount of \$25,605.00 for the Annual 4th of July Celebration

RECOMMENDED ACTION: MOVE to approve City Contract No. 2014-154 with Fireworks Productions of Arizona.

- C. Approval of Donation Agreement with Nestle Purina PetCare Company for renovation of the Willow Creek Dog Park (City Contract No. 2014-202)

RECOMMENDED ACTION: MOVE to approve the Donation Agreement with Nestle Purina Petcare Company for the renovation of the Willow Creek Dog Park (City Contract No. 2014-202).

- D. Adoption of Ordinance No. 4889-1427 to amend City Code Title II Chapter 2-1: Public Works Department and Title III Chapter 3-1: Building Regulations, for development fees in conjunction with Arizona Revised Statute Section 9-463.05

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4889-1427.

- E. Adoption of Resolution No. 4230-1439 approving an Intergovernmental Agreement with Yavapai County for public trail easements (City Contract No. 2014-195); and adoption of Ordinance No. 4888-1426 accepting donated rights-of-way for the City's trail system

RECOMMENDED ACTION (separate motions): (1) MOVE to adopt Resolution No. 4230-1439; and (2) MOVE to adopt Ordinance No. 4888-1426.

- F. Adoption of Resolution No. 4204-1412 amending the existing lease agreement with Spitfire Films, Inc.; ratifying City Contract No. 1994-124D; ratifying City Contract No. 1994-124AS1; and approving City Contract No. 1994-124E

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4204-1412.

- G. Public Hearing for the FY 2015 Budget, Expenditure Limitation, Tax Levy, and Truth in Taxation Notice; at Special Meeting Adoption of Resolution No. 4234-1443 adopting the Final FY 2015 Budget, Expenditure Limitation, City Job Roster, Five Year Capital Plan, and Identification of Unfunded Capital Projects

RECOMMENDED ACTION (separate motions): (1) MOVE to close the Public Hearing; and (2) MOVE to raise the primary property tax over the Fiscal Year 2014 level by \$30,823 as set forth in the Truth in Taxation Notice (roll call vote).

III. ADJOURNMENT

SPECIAL MEETING

- A. Call to Order
- B. Adoption of Resolution No. 4234-1443 A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FINALLY DETERMINE AND ADOPTING ESTIMATES OF PROPOSED EXPENDITURES FOR THE FISCAL YEAR 2015, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2016 THROUGH 2020, AND SETTING FORTH ITS DETERMINATION AS TO UNFUNDED CAPITAL AND OTHER UNFUNDED BUDGETARY REQUESTS

RECOMMENDED ACTION: MOVE to adopt Resolution No. 4234-1443.

- C. 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 06-24-14

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Award of contract for the disposal of surplus vehicles and equipment via online auction with Rene Bates Auctioneers, Inc. (City Contract No. 2014-174)

Approved By:		Date:
Director:	Miller, Stephanie	06/12/2014
City Manager:	McConnell, Craig	6/17/2014

Item Summary

Approval of this item will award a contract to Rene Bates Auctioneers, Inc., for disposal of surplus vehicles and equipment via online internet auctions.

Background

On August 29, 2012, Council approved the auctioning of surplus vehicles and equipment through three vendors, all successful bidders in non-Prescott government procurement processes, in order to compare the vendors' services and determine which online auction model best served the needs of the City.

In order for the City to utilize this approach, each vendor had to qualify as meeting the City's procurement requirements, execute a short-term contract, and provide necessary insurance and tax documents. During the vetting process, Public Surplus became ineligible due to inability to meet procurement requirements. Ultimately, the surplus items were divided equally between Rene Bates and Property Room based upon vehicle types and conditions; the auction began in November 2012, and was concluded in March 2013.

Based upon the auction outcome, Rene Bates was ranked as providing the best results for the City and determined to be the preferred vendor for these auctions. The Rene Bates' business model emerged as the best fit for several reasons.

- 1) Rene Bates' communication with City employees was simple and responsive

Agenda Item: Award of contract for the disposal of surplus vehicles and equipment via online auction with Rene Bates Auctioneers, Inc. (City Contract No. 2014-174)

- 2) Rene Bates' webpage design allowed for City employees to load vehicle details and preview the information seven days prior to the auction to ensure accuracy
- 3) Rene Bates' 7.5% service charge to the City for the auction was less than Property Room by (12.5%), resulting in a 5% savings
- 4) Rene Bates had a system in place that reduced the likelihood of "successful bidders" not completing payment or final purchase of the vehicle. When the auction was complete, twelve of the vehicles that were to be auctioned by Property Room were not successfully sold. They were subsequently assigned to Rene Bates which was able to finalize a sale.
- 5) Rene Bates issued a check to the City within seven days of the conclusion of the auction, compared to Property Room's payment, which took one month.

The next auction will likely be needed in August, when the Department will present to the Council, in advance, items recommended to be declared surplus for auction, as required by the Procurement Code.

Financial Impact

None. The Department's goal is to conduct the most cost-effective auction of the City's surplus vehicles and equipment, including receiving the best possible price for each piece. The receipts are returned to the General Fund or Enterprise Fund that originally incurred the cost of the equipment purchase.

Attachment

1. City Contract No. 2014-174

Recommended Action: MOVE to approve City Contract No. 2014-174.



GENERAL SERVICES CONTRACT NO. 2014-174

Surplus Vehicle and Equipment Online Auctioneering Services

THIS AGREEMENT, made and entered into this _____ day of _____, by and between Rene Bates Auctioneers, Inc., of the City of McKinney, County of Collin, State of Texas, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the online auction of City surplus vehicles and equipment to the satisfaction of the City under the direction and supervision of the Field and Facilities Services Director, or her properly authorized agents with such written modification that may be made by the City through the Field and Facilities Services Director, as provided herein. Such services shall be subject to the following conditions:

1. The City shall store all vehicles and equipment and retain possession of all vehicles and equipment until possession is claimed by the purchaser and Contractor shall not transport any vehicles or equipment.
2. The City shall dispose of all property not sold at auction.
3. The Contractor shall publically provide notification to potential bidders that all sales are "as is, where is" and without any representations or guarantees, and specifically that: "The City of Prescott hereby expressly disclaims all warranties, either express or implied, including an implied warranty of merchantability or fitness for purpose. The description of surplus property offered or sale has been compiled from available data but there are no guarantees or warranty on the part of the City of Prescott as to the condition or quality of surplus property. There are no guarantees as to the accuracy of odometer readings on vehicles of any type".
4. The Contractor will provide a recommended starting bid amount for each item, to be approved by the City prior to listing during the preview process (see below).
5. The City shall be allowed seven business days to preview the auction items prior to the beginning of the auction. The City will be allowed to make corrections, changes, additions or deletions of items during this preview period.
6. The Contractor will conduct and monitor auction items for at least two weeks prior to the closing date of each item auctioned on the Contractor's web site.

7. The Contractor will advertise City items through channels such as newspapers, trade journal, and other avenues.
8. The Contractor will prohibit known fraudulent or abusive bidders from bidding on City items.
9. The Contractor will remit all sales tax collected to the State of Arizona.
10. The Contractor will maintain all documentation for exemptions, resale certificates and export certificates for sales tax for the State of Arizona.
11. The Contractor will maintain all records of City auctions for three years, or as required under Arizona Record Retention Statutes.
12. The Contractor will provide, along with the check for auction proceeds within 10 business days of the closing of the auction, the City with a settlement letter and auction summary including details such as number of items sold, standard bids, max bids and other information as needed to ensure that the best possible price for each item sold was achieved.

ARTICLE II - CONTRACT DOCUMENTS: The attached exhibit "A" by this reference is made part of the Contract to the same extent as if set forth herein in full. Each sale of property will be accompanied by Exhibit listing all the vehicles and equipment that the City is authorizing the sale of through the online auction. If any conflict or discrepancy exists between this Contract and the attached exhibits incorporated into the Contract, the terms and conditions of this Contract shall govern and control over such incorporated documents. Performance Bond, Payment Bond, Bid Bond, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of three years. The contract may be extended for additional one year periods up to a total of two additional years, with the mutual consent of the City of Prescott and Contractor. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI), not to exceed upwards or downwards of three (3) percent.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of 7.5% of the sales proceeds, plus sales tax, for the vehicles and equipment actually sold by the Contractor and full sales price collected by the Contractor. Contractor to withhold any compensation due from the sales proceeds and will remit the net sales proceeds to the City.

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

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an Independent Contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an Independent Contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an Independent Contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all Subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all Subcontracts related to the project that is the subject of this Agreement.
- C. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Field and Facilities Services Director City of Prescott 2800 Sundog Ranch Road Prescott, AZ 86301	Rene Bates Auctioneers, Inc. 4660 CR 1006 McKinney, Texas 75071
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- D. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- G. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- H. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of Subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of Subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. **INSURANCE:** Contractor and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or Subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Contract. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All Certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All Certificates required by this Contract shall be sent directly to the Field and Facilities Services Director at 2800 Sundog ranch Road, Prescott, AZ 86301. The City contract number and project description shall be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Insurance Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

• General Aggregate	\$ 2,000,000
• Products – Completed Operations Aggregate	\$ 1,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employer's Liability:

Workers' Compensation Employer's Liability	Statutory
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as

required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

K. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of Subcontractor's to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

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

- L. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Witness, if Contractor is an Individual

Contractor

By: _____

Title: _____

City of Prescott, a municipal corporation

Marlin D. Kuykendall, Mayor

Attest:

Approved as to Form:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney

MEETING DATE/TYPES: VOTING SESSION 6-24-14

DEPARTMENT: Library

AGENDA ITEM: Approval of payment to OCLC, Inc., in an amount not to exceed \$19,500.00 for the Fiscal Year 2015 shared library bibliographic records subscription (General Fund)

Approved By:		Date:
Director:	Saft, Roger	06/11/2014
City Manager:	McConnell, Craig	06/17/2014

Item Summary

OCLC is an online service used to locate, acquire, catalog and lend materials. The deposit account is billed according to the cataloguing services provided, and is necessary in order to be able to access shared library materials.

Background

OCLC services are used to create records in the online catalog enabling patrons of the Prescott Public Library to locate items within the library, to allow Prescott Public Library to loan and borrow items within the Yavapai Library Network, as well as to borrow items from libraries outside the Network. This is a sole source procurement, without which the Prescott Public Library could not communicate with other libraries for access to and sharing of library materials. The subscription period is from July 1, 2014, through June 30, 2015.

Financial Impact

The FY15 General Fund Budget includes funding for this subscription in the amount of \$19,500.00.

Attachments

1. OCLC Invoice #ZPT0529ML

Recommended Action: **MOVE** to approve payment to OCLC, Inc., in an amount not to exceed \$19,500.00 for the Fiscal Year 2015 shared library bibliographic records subscription.



The world's libraries.
Connected.

800 848-5878 WATS
614 764-6000 OCLC, Inc

MAY/29/2014

INVOICE NUMBER

ZPT0529ML

Refer to invoice number in all
correspondence and payments

FEIN NO. 31-0734115

AR CODE: 2500
ACCOUNT NO: 01OCLC00001242
BILL TO:

PRESCOTT PUBLIC LIBR
215 E GOODWIN ST
PRESCOTT, AZ 86303-3911

INSTITUTION CODE: ZPT
TERMS: PAYABLE UPON RECEIPT
MAKE CHECKS PAYABLE TO:

OCLC INC
PO BOX 203254
DALLAS TX 75320-3254

INVOICE

PRODUCT DESCRIPTION		AMOUNT
OCLC SERVICES	SUBSCRIPTION PERIOD: 07/01/2014 - 06/30/2015	19,500.00

TOTAL

\$19,500.00

TOTAL AMOUNT PAYABLE IN US DOLLARS

\$19,500.00

MEETING DATE/TYPES: VOTING SESSION 6-24-14

DEPARTMENT: Police

AGENDA ITEM: Approval of a grant application to the Yavapai-Prescott Indian Tribe through the Arizona State Tribal Gaming Compact for the purchase of safety equipment for the SWAT team in the total amount of \$17,913.12

Approved By:

Date:

Police Chief:	Monahan, Jerald	06/11/2014
City Manager:	McConnell, Craig	06/11/2014

Item Summary

The Prescott Police Department requests approval to submit a grant application to the Yavapai-Prescott Indian Tribe through the Arizona State Tribal Gaming Compact. The application would be requesting funds in the amount of \$17,913.12. If awarded, these funds would be used to purchase sixteen (16) National Institute for Occupational Safety and Health approved Chemical, Biological, Nuclear and Radiological protective masks.

Background

The Prescott Police Department Special Weapons and Tactics Team responds to high risk situations where special equipment is required for the safety of the officers and citizens. This grant application, if funded, will enable the purchase of National Institute for Occupational Safety and Health approved Chemical, Biological, Nuclear and Radiological protective masks. These masks are a required piece of equipment in the response to any type of incident requiring respiratory protection from toxic chemicals, biological, nuclear and radiological agents.

Financial Impact

There are no requirements for matching funds by the City of Prescott. Replacement filters for the mask will be addressed when needed through the SWAT budget.

Recommended Action: MOVE to approve submission of a grant application to the Yavapai-Prescott Indian Tribe through the Arizona State Tribal Gaming Compact in the amount of \$17,913.12 for the purchase of safety equipment for the SWAT team.

MEETING DATE/TYPES: VOTING SESSION 6-24-14

DEPARTMENT: Finance

AGENDA ITEM: Approval of Annual Support and Licensing Agreement with Tyler Technologies in the amount of \$105,323.00 for the MUNIS financial system (various City funds)

Approved By:

Date:

Director:	Woodfill, Mark	06/11/2014
City Manager:	McConnell, Craig	06/17/2014

Item Summary

The Finance Department is recommending renewal of the contract with Tyler Technologies, Inc., for the annual operating system, database administrative support (OSDBA) as well as application support and product updates for the MUNIS financial system.

Background

The City uses and relies upon Tyler Technologies MUNIS software for our financial management system including the following modules: general ledger, accounting, fixed assets, budgeting, accounts payable, purchasing, accounts receivable, privilege tax, utility billing, payroll, and human resources. The modules and support of the software are critical to daily operations of the City.

Financial Impact

The \$105,323.00 amount of this support contract for FY 2015 is 4% higher than the current fiscal year. The cost is budgeted in the Finance and Human Resources Departments, and recovered through charges to user departments.

Recommended Action: **MOVE** to approve the annual Support and Licensing Agreement with Tyler Technologies in the amount of \$105,323.00, and authorize City staff to execute all necessary related documents.

MEETING DATE/TYPES: VOTING SESSION 6-24-14

DEPARTMENT: Tourism

AGENDA ITEM: Approval of Contract No. 2014-154 with Fireworks Productions of Arizona in the amount of \$25,605.00 for the Annual 4th of July Celebration

Approved By:		Date:
Director:	Prince, Don	06/13/2014
City Manager:	McConnell, Craig	06/18/2014

Item Summary

Approval of this contract will provide for the fireworks show at the City's Annual 4th of July Celebration.

Background

Destination America, a Discovery Communications television network, celebrates the people, places, and stories of the U.S. In conjunction with national weekly magazine, *USA Weekend*, Destination America recently announced the winners of their second annual "Red, White, and You" contest, which awards two deserving communities a spectacular Fourth of July celebration. Prescott was one of two communities selected for assistance with a Fourth of July celebration.

The Special Events Division produces the annual City of Prescott 4th of July Celebration at Pioneer Park. The Celebration attracts thousands of local and out-of-town attendees during this one-day event. The Celebration culminates with a fireworks show starting at approximately 9:00 pm.

For the past three years, the City has used the services of Fireworks Productions of Arizona to produce the fireworks show at the rate of \$18,105.00 per event, per Contract No. 2010-194.

In mid-June, after a month of discussion, Destination America offered the City an additional \$7,500.00 to enhance the fireworks show. Given the timing of this offer, it is recommended that Fireworks Productions of Arizona be utilized as a sole source provider for one additional year, since there is not sufficient time to go through a formal bid

Agenda Item: Approval of Contract No. 2014-154 with Fireworks Productions of Arizona in the amount of \$25,605.00 for the Annual 4th of July Celebration

process prior to the July 4, 2014, Celebration. The Fire Department has been pleased with the performance and safety record of Fireworks Productions of Arizona over the past three years, and concurs with the continued use of this vendor. The Fire Department assesses the safety for the fireworks display to take place, and sets forth the associated measures on an annual basis, in advance of the July 4th event.

Following this year's event, a formal bid process will be completed, seeking a new multi-year contract for the fireworks production for 2015 and subsequent years.

Financial Impact

The \$25,605.00 cost of this contract will be partially offset with a one-time donation of \$7,500.00 from Destination America. The remaining \$18,105.00, which spans two fiscal years, is available from the total Fourth of July Event Budget, approved at \$65,000.00 for FY 14, and for which the amount of \$18,105.00 has been included in the proposed FY 15 General Fund Budget.

Attachments

1. Contract No 2014-154 - Fireworks Productions of AZ (2014 Event)
2. Exhibit A - Discovery Channel Enhancement Specifications
3. Certificate of Insurance
4. Prior Contract with Fireworks Productions of AZ (2010-2013 Events)

Recommended Action: **MOVE** to approve City Contract No. 2014-154 with Fireworks Productions of Arizona.



GENERAL SERVICES CONTRACT

With FIREWORKS PRODUCTIONS OF ARIZONA, INC.

City Contract No. 2014-154

THIS AGREEMENT, made and entered into this 24th day of June, by and between Fireworks Productions of Arizona, Inc., of the City of Chandler, County of Maricopa, State of Arizona, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Fireworks Productions of Arizona shall provide a fireworks display consisting of an \$25,605.00 dollar fireworks show. The shell count for the July 4th fireworks show will consist of a total of 2,218 or more premium shells, amount \$18,105.00. Additional shells for a count of 169 aerial shells, 1200 basin effect and one 5ft x 10ft American Flag in red, white and blue. The additional shells and American Flag is a gift from Destination America in the amount of \$7,500.00. This is a one-time addition. See attached Aerial Display shell count for list of shell size and amounts for the event date of July 4, 2014 (Exhibit A). Time of fireworks show will start at 9:00PM or dusk, no later than 9:20PM. The Fireworks show will consist of a non-stop 22-25 minute show at the specified shooting area, Kuebler Field on Commerce Drive, Prescott, Arizona 86301. The Contractor will commence set-up of its display at the location designated by the City's Special Events Manager no later than noon on the day of the display. Notwithstanding the foregoing, in the event that the City cancels the display due to an Act of God (including but not limited to inclement weather) then, and in that event, the display will be rescheduled and the City will pay the Contractor 10% of the Display Fee (\$2,560.00) for restocking and expenses incurred for preparation of the display, provided, however, that the City provides telephonic notification to the Contractor of the rescheduling no later than 8:00 A.M. on the date of the scheduled display. All work performed under this Contract shall be done in a good, workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Tourism Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Tourism Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of June 24, 2014, Performance Bond, Payment Bond, Bid Bond, Certificate of Insurance

and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of (1) One year, with the bulk of the obligations occurring on July 4, 2014.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of Twenty Five Thousand Six Hundred Five Dollars and Zero Cents (\$25,605.00), unless the City cancels the display, due to an Act of God, the City will pay Contractor an additional TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$2,560.00) if the display is rescheduled, pursuant to those terms and conditions found in ARTICLE I of this Agreement.

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

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X- OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this

Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractors control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – BONDS

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to ARS Section 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of the City of Prescott. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of ARS Section 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XII – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Tourism Director
City of Prescott
221 South Cortez Street
Prescott, AZ 86301

Fireworks Productions of Arizona, Inc.
17034 South 54th Street
Chandler, AZ 85226

- D. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- G. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. INSURANCE: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. .

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the City of Prescott Risk Management Division at 221 South Cortez Street, Prescott, AZ 86301, with a copy to the City of Prescott Tourism Director at the address indicated in ARTICLE XII(C) of this Agreement. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Insurance Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

• General Aggregate	\$ 2,000,000
• Products – Completed Operations Aggregate	\$ 1,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".

Worker's Compensation and Employer's Liability:

Workers' Compensation Employer's Liability	Statutory
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

K. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

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

- L. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Witness, if Contractor is an Individual

Contractor

By: _____

Title: _____

City of Prescott, a municipal corporation

Marlin D. Kuykendall, Mayor

Attest:

Approved as to Form:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney



CITY OF PRESCOTT

Friday, July 4, 2014

Discovery Channel
Enhancement

Proposal B



Total Aerial Effects 1369

Total Shells 169

Total in Basins 1200

Set Piece:

5ft. x 10ft. American Flag in Beautiful **Red**, White & **Blue**

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of 169 aerial shells and 1200 basin effects.

- 1 ½" - 7 FPA Premier Specialty Basins
- 4" - 36 Chinese Fancy's & Specials
- 5" - 54 Chinese Fancy's & Specials
- 5" - 18 Designer Pattern Specials
- 6" - 45 Chinese Fancy's & Specials
- 6" - 9 Designer Pattern Specials
- 8" - 7 Chinese Fancy's & Specials

NOTE: Total Budget for Fireworks, Tax, \$10 Mil. Insurance & Labor - \$7,500.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2014

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL: ADDRESS:														
INSURED Fireworks Productions of Arizona Ltd. 17034 S 54th St Chandler AZ 85226	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER B: Maxum Indemnity Company</td><td>26743</td></tr><tr><td>INSURER C: Travelers</td><td>5606</td></tr><tr><td>INSURER D: Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest National Insurance Company	10120	INSURER B: Maxum Indemnity Company	26743	INSURER C: Travelers	5606	INSURER D: Everest Indemnity Insurance Co.	10851	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1925010559

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC	Y	SI8ML00014-131	10/9/2013	10/9/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/POF AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	SI8CA00008-131	10/9/2013	10/9/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$	Y	EXC6017189-03	10/9/2013	10/9/2014	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	4864P073	10/9/2013	10/9/2014	☒ WC STATUTORY LIMITS ☒ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Date of Display: July 4, 2014
Location of Display: Pioneer Park 1201 Commerce Dr
Additional Insured(s): State of Arizona; The City of Prescott, 201 South Cortez; it's officers, elected officials, employees, agents and volunteers; Prescott Fire Department; Yavapai County

CERTIFICATE HOLDER

City of Prescott
P.O. Box 2059
Prescott AZ 86302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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2010-194

**AGREEMENT
FIREWORKS PRODUCTIONS OF ARIZONA**

WHEREAS the City of Prescott (hereinafter referred to as "City") is in need of certain services for a fireworks presentation.

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

1. (A) Fireworks Productions of Arizona (hereinafter referred to as "Vendor") shall provide a fireworks display consisting of an \$18,000 dollar fireworks show. The shell count for the July 4th fireworks show will consist of a total of 2,018 premium shells. See attached Aerial Display shell count for list of shell size and amounts for the event date of July 4, 2010. Time of fireworks show will start at 9:00PM and consist of a non-stop 22-25 minute show at the specified shooting area, Kuebler Field on Commerce Drive, Prescott, Arizona 86301

(B) The Vendor will commence set-up of its display at the location designated by the City's Special Events Coordinator no later than noon on the day of the display.

(C) Notwithstanding the foregoing, in the event that the City cancels the display due to an Act of God (including but not limited to inclement weather), then and in that event the display will be rescheduled and the City will pay the Vendor 10% of the Display Fee (\$1,800.00) for restocking and expenses incurred for preparation of the display, provided, however, that the City provides telephonic notification to the vendor of the rescheduling no later than 8:00 A.M. on the date of the scheduled display.

2. This Agreement is non-assignable.

3. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating 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 of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

4. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

City of Prescott
Administrative Services
PO Box 2059
Prescott, AZ 86302

Vendor:
Fireworks Productions of Arizona
17034 S. 54th Street, Chandler, AZ 85226

5. It is expressly agreed and understood by and between the parties that Vendor is an independent contractor, and as such Vendor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, Vendor further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Vendor further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

6. Vendor shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.

7. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

8. In consideration of the services rendered herein, Vendor shall be paid the total sum of \$18,000.00 inclusive of all taxes and costs and delivery charges, said sum to be paid at the conclusion of the activities on July 4, 2010.

9. The term of this contract shall be for the July 4th, 2010 production. This contract may be extended for an additional (3) productions – one on July 4th, 2011, July 4th, 2012 and one for July 4th, 2013

10. This agreement shall be construed under the laws of the State of Arizona.

11. That the vendor hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses

or lawsuits as a result of the vendor's services to be performed hereunder, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the vendor or its agents or employees, or whether by the acts or omissions of the vendor's contractors, subcontractors, their agents or employees.

12. That the vendor agrees to take out and maintain with a reputable insurance company, at its sole cost and expense, public liability insurance against property damage and/or personal injury arising from the vendor's fireworks display pursuant to this agreement, with liability limits of \$5,000,000.00 property damage and personal injury. Said policy limits shall not be cumulative nor an aggregate, but rather shall be solely applicable to the vendor's performance pursuant to this Agreement. The City of Prescott shall be named as additional insured on all such policies, and the City shall be entitled to a certificate of insurance showing said coverage to be in effect.

11. All insurance must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217.

12. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

13. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

DATED this 28th day of June, 2010



STEVE NORWOOD, City Manager

ATTEST:



ELIZABETH A. BURKE
City Clerk

APPROVED AS TO FORM:

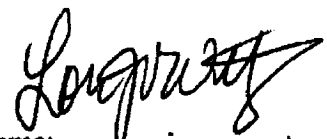


GARY D. KIDD
City Attorney



KIM KAPIN
Public Affairs

FIREWORKS PRODUCTION OF ARIZONA

By: 
Name: Lori Jo Welty
Title: Corp. Sec/Treas

MEETING DATE/TYPES: VOTING SESSION 6-24-2014

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Approval of Donation Agreement with Nestle Purina PetCare Company for renovation of the Willow Creek Dog Park (City Contract No. 2014-202)

Approved By:		Date:
Director:	Baynes, Joe	06/13/2014
City Manager:	McConnell, Craig	06/18/2014

Item Summary

The Recreation Services Department is seeking approval for the City to enter into a donation agreement with Nestle Purina PetCare Company (Purina) through which the existing Willow Creek Dog Park will be renovated. The project will be funded and constructed by Purina at no cost to the City.

Background

In late 2013, Prescott resident Linda Nichols was one of approximately 1000 dog owners across the country who entered the annual Beneful Dream Dog Park Contest. In November 2013, Ms. Nichols learned that her entry was one of 14 finalists, and that a public voting process hosted on the Beneful website would determine the winner. In December 2013, Ms. Nichols was informed that her entry was the grand prize winner, and as the nominator, she would be awarded \$10,000.00 and dog food for one year.

As the grand prize winner, the owner of the nominated dog park, the City of Prescott, became eligible for an in-kind donation valued at approximately \$500,000.00. The donation includes design, construction, project administration, all necessary permits, building supplies, and materials for renovation of the existing dog park according to the rules of the contest, which include the following criteria:

- 1) The dog park must be free to the general public
- 2) The dog park must be an off-leash facility
- 3) The City as owner must hold clear title to the property

As provided by the donation agreement, the City will have final plan approval. One of the

primary goals of the site plan will be to keep annual maintenance costs as low as possible. Upon approval of the agreement between the parties and construction plans, it is anticipated that groundbreaking will take place in late July, followed by the unveiling of the completed project in Fall 2014.

Financial Impact

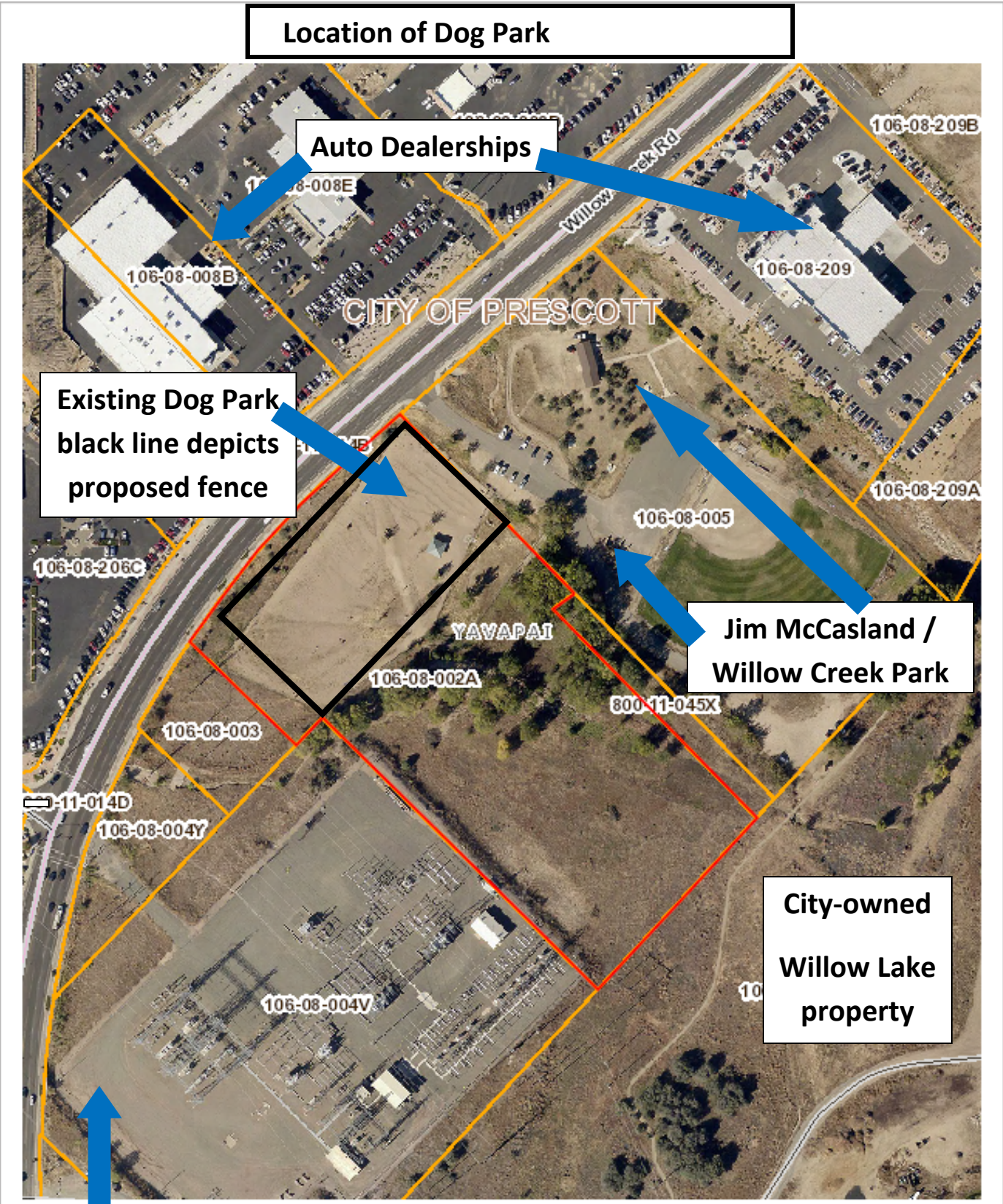
While plans for this project have not yet been submitted, and are necessary to determine the annual maintenance costs, they are roughly estimated to be between \$3,000.00 and \$5,000.00. The City will be responsible for providing water and electric to the site. Both are currently in place, however, depending on the electrical requirements within the final site plan, the electric service may have to be upsized at a one-time cost of no more than \$2,000.00, if necessary.

Attachments

1. Location map
2. Donation Agreement – City Contract No. 2014-202
3. Dream Dog Park rules

Recommended Action: **MOVE** to approve the Donation Agreement with Nestle Purina PetCare Company for the renovation of the Willow Creek Dog Park (City Contract No. 2014-202).

Location of Dog Park



APS Substation & WAPA Utility Corridor



DONATION AGREEMENT

City Contract No. 2014-202

THIS DONATION AGREEMENT is entered into this ____ day of June, 2014, between the City of Prescott, a municipal corporation of the State of Arizona (hereinafter referred to as the “City”), and Nestlé Purina PetCare Company (hereafter referred to as “Purina”).

WITNESSETH:

WHEREAS, the City owns and operates that tract of land Parcel B described and depicted by **Exhibit A**, attached hereto and incorporated herein by reference, as a public dog park (i.e., off-leash area) that is free and open to the public and known as Willow Creek Dog Park (hereinafter the “Dog Park”); and

WHEREAS, Purina will donate a makeover/renovation of the Dog Park property, in the style and format of a Beneful® Dream Dog Park, as determined by Purina in its sole discretion; and

WHEREAS, the City, through its Recreation Services Department, agrees to provide access and license to Purina to renovate said Dog Park in accordance with specifications presented by Purina, all subject to the terms contained herein.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

1.0 STATEMENT OF WORK

- 1.1 Renovation of Dog Park.** Purina agrees to renovate the Dog Park, which is located at 3181 Willow Creek Road, Prescott, AZ 86301. The parties agree that the renovations will be managed by a licensed contractor that will be chosen by Purina in its sole discretion. Purina and its contractor will work cooperatively with the City to bring the project to acceptable completion. Final plans for the Dog Park are subject to the approval of the City’s Recreation Services Director to ensure compliance with applicable City Codes, rules and regulations only; said approval by the City shall be timely and not unreasonably withheld. The parties agree that said contractor is in no way associated with the City and is neither an employee nor contractor of the City but a contractor of Purina. The City agrees that Purina’s contractor will manage the renovations, including, but not limited to, managing budget, hiring labor, designing construction, project administration, purchasing materials, renting equipment, acquiring appropriate permitting from the City and other appropriate issuing agencies, and all other elements relating to the renovation of the Dog Park.

A condition of Purina's renovation of the Dog Park is (i) the supply, by the City, of an adequate water source at the Dog Park's property line and (ii) the supply of electrical power in the Dog Park. Additionally, the City shall provide adequate access as well as reserved parking for all construction and project-related vehicles and equipment for the duration of the onsite work.

1.2 Responsibility for Dog Park. Following the conclusion of the renovations, unveiling and acceptance of the Dog Park by the City, which acceptance shall not be unreasonably withheld, the City shall assume full responsibility for the ongoing upkeep and maintenance of the Dog Park and, upon acceptance by the City, Purina shall have no more responsibility over or liability related to same. Following acceptance, and in perpetuity, the City shall have all rights, responsibilities and liabilities related to the Dog Park, including any future renovations and remodeling deemed necessary by the sole discretion and determination of the City. After acceptance of the Dog Park, Purina shall have no further rights, responsibilities or liabilities related to same.

1.3 Acceptance of In-kind Donation. Subject to the terms, provisions and requirements of this Agreement, by execution of this Agreement, the City hereby accepts the Purina dog park makeover (valued at up to \$500,000), which shall be awarded as an in-kind donation to the City's Dog Park. The City understands and agrees that the donation is solely for the purpose of the renovation and construction of the Dog Park and may not be used for any other purpose, including, but not limited to, purchase of land for a new dog park or to add land to the Dog Park. The City understands further that should the renovation and construction project cost less than \$500,000, the remaining balance will not be awarded to the City or the Dog Park either as an in-kind or cash donation.

1.4 No Estate in Land, Leasehold or Easement Created. Both parties acknowledge and agree that no estate in land, leasehold, easement or other real property interest affecting title to land is created by this Agreement; rather, this Agreement only authorizes certain permissive uses of the Dog Park property by Purina as set forth herein.

2.0 TERM AND TERMINATION OF AGREEMENT

2.1 Term. Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Agreement shall be from the date set forth above until completion of renovations and acceptance by the City of

same, which is estimated to be on or before October 30, 2014, unless otherwise delayed, but, in any extent, no later than December 31, 2014.

2.2 Termination. In addition to Section 2.1, this Agreement may be terminated as follows:

If, through any cause, Purina shall fail to fulfill in a timely and proper manner any material obligations under this Agreement, the City shall thereupon have the right to suspend or terminate this Agreement by giving written notice to Purina of its intent to terminate or suspend the Agreement, specifying the reasons for such intention to terminate or suspend the Agreement. Unless within thirty (30) days after serving of such notice (by hand delivery or U.S. registered or certified mail) upon Purina, such violation or delay has ceased or been cured, or arrangements for correction satisfactory to the City have been made, the Agreement shall, upon expiration of said thirty (30) days, be suspended or terminated without further notice.

If, through any cause, the City shall fail to fulfill in a timely and proper manner any obligations under this Agreement, or in the event that any of the provisions or stipulations of this Agreement are violated by the City, Purina shall thereupon have the right to suspend or terminate this Agreement by giving written notice to the City of its intent to terminate or suspend the Agreement, specifying the reasons for such intention to terminate or suspend the Agreement. Unless within thirty (30) days after serving of such notice (by hand delivery or U.S. registered or certified mail) upon the City, such violation or delay has ceased or been cured, or arrangements for correction satisfactory to Purina have been made, the Agreement shall, upon expiration of said thirty (30) days, be suspended or terminated without further notice.

3.0 INSURANCE

3.1 City Insurance. City shall carry and maintain such insurance as set forth below as will protect City and Purina from claims under any workers' compensation or similar acts, and also from any other claims for personal injury, including death, which may be made by or on behalf of City's workmen, subcontractors or any of their servants, agents or employees and the general public, and from claims for property damage, which may be sustained by any of them, due to the performance of this Agreement. All such insurance shall be with a good, reputable and solvent insurance company/ies, and policies shall name Nestlé Purina PetCare Company and its affiliates as additional insureds and proof thereof shall be supplied to Purina by City. City shall furnish certificates, acceptable to Purina, that City has in effect the following insurance:

(a) Workers' Compensation Insurance plus Occupational Disease Insurance if separate Occupational Disease coverage is required by the laws of the State of Arizona.

(b) Automobile Liability Insurance with combined single limits of \$1,000,000 or \$500,000/\$1,000,000 bodily injury limits and \$1,000,000 property damage limits.

(c) Comprehensive General Liability Insurance (including completed operations, property damage, personal injury, and contractual liability), with combined single limits of \$1,000,000 or \$500,000/\$1,000,000 bodily injury limits and \$1,000,000 property damage limits, which shall also cover the indemnification/hold harmless provisions set forth in the Agreement.

Certificates of Insurance provided by City shall include a clause providing for at least thirty (30) days advance notice to Purina of any cancellation or reduction in insurance coverage. The City waives the right of subrogation in favor of Purina for all coverages set forth herein. With respect to City's negligence, this coverage shall be primary and non-contributory with any insurance coverage Purina may have.

3.2 Construction Insurance. Purina shall cause its contractor to provide comprehensive insurance as follows:

(a) Workers' Compensation Insurance plus Occupational Disease Insurance if separate Occupational Disease coverage is needed in the State of Arizona.

(b) Automobile Liability Insurance with combined single limits of \$1,000,000 or \$500,000/\$1,000,000 bodily injury limits and \$1,000,000 property damage limits.

(c) Comprehensive General Liability Insurance (including completed operations, property damage, personal injury, and contractual liability), with combined single limits of \$1,000,000 or \$500,000/\$1,000,000 bodily injury limits and \$1,000,000 property damage limits, which shall also cover the indemnification/hold harmless provisions set forth in the Agreement.

4.0 REPRESENTATIONS AND WARRANTIES

The City hereby warrants and represents, and agrees with Purina as follows:

No Authority Needed. No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the City to fulfill its obligations under this Agreement.

No Conflict. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the City and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the City is a party or to which the City is bound.

5.0 PUBLICITY AND COPYRIGHT

In exchange for work performed pursuant to this Agreement, regarding any favorable publicity given to the operation of the Dog Park, the City shall identify Purina's Beneful® Brand Dog Food prominently as the donating entity.

The City hereby grants Purina, its agencies and contractors, their respective employees and invited media access to the Dog Park for:

- a groundbreaking celebratory event, which is expected to take place in July, 2014 (exact date to be determined); as well as
- an unveiling celebration of the above-described renovation, which is expected to take place in the Fall of 2014 (exact date to be determined).

As the renovation donor and sponsor of the groundbreaking and unveiling events, Purina's Beneful Brand, in its sole discretion, shall determine the nature and extent of the related celebrations, which may include, without limitation, on-site signage and sound system, as well as a tented or draped area with staging.

It is understood and agreed that as between the parties, Purina shall own the full right, title and interest in and to any materials created, photographs taken and video recorded at Purina's direction in connection with the Dog Park renovation and the related groundbreaking and unveiling celebrations. Moreover, Purina shall have the right to display, copy and otherwise use said materials, photographs and video (in whole or in part, throughout the world) for any purpose including, but not limited to, placement on Purina and third party websites, advertising, and news and press releases, without review or approval by the City. To confirm Purina's ownership, the City agrees to execute all documents reasonably deemed by Purina to be necessary to vest in Purina full right, title, and interest in any such materials, photographs and video.

6.0 ASSIGNMENT OF AGREEMENT

Neither party shall make any purported assignment of this Agreement or any part thereof without the prior written consent of the other party.

7.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

Each party to this Agreement shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination In Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; and any other applicable Acts which prohibit discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Agreement.

8.0 INDEMNIFICATION AND HOLD HARMLESS

Purina hereby warrants, represents, covenants and agrees to indemnify, defend, save and hold harmless the City, its councilmembers, officials, officers, agents and employees from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) ("Claims") suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, to the extent such Claims directly arise from the negligent actions or willful omissions of Purina, its agents, employees, officers, directors and subcontractors in the performance of this Agreement, except for those Claims arising from the sole negligence or wrongful act of the City.

The City hereby warrants, represents, covenants and agrees to indemnify, defend, save and hold harmless Purina, its parent company, subsidiaries, affiliates, and their respective officers, directors, agents and employees from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) ("Claims") suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, to the extent such Claims arise from the negligent actions or willful omissions of the City, its agents, employees, officers, directors and subcontractors in the performance of this Agreement, except for those Claims arising from the sole negligence or wrongful act of Purina.

The language of this indemnification clause shall survive the termination of this Agreement.

Notwithstanding the foregoing, it is understood and agreed that Purina's responsibility relative to the Dog Park and any of its members and/or users is limited to the in-kind donation of the Dog Park renovation and the specific obligations set forth in Section 1 of this Agreement. Upon full acceptance of the Dog Park by the City, the City shall be solely responsible and liable for any loss, damage, claim, liability, costs (including reasonable attorneys' fees and expenses),

injury or action (“Claims”) arising out of the use or non-use of the Dog Park including, without limitation, personal injury, wrongful death and property damage; City shall indemnify, defend, save and hold harmless Purina, its parent company, subsidiaries, affiliates, and their respective officers, directors, agents and employees from any and all such Claims.

9.0 VARIATIONS OR MODIFICATIONS TO AGREEMENT

This Agreement constitutes the entire arrangement between the City and Purina, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the City and Purina’s duly authorized representatives.

10.0 NOTICES

Unless otherwise provided herein, all notices which are required to be given hereunder shall be in writing and delivered by either (a) United States registered or certified mail, or (b) an overnight commercial package courier/delivery service with a follow-up letter sent by United States mail; and such notices shall be sent postage prepaid, addressed to the parties hereto at their respective addresses set forth below. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address.

If to Purina:

Nestlé Purina PetCare Company
Attention: Brent Gleckler
Checkerboard Square – 13T
St. Louis, Missouri 63164

If to the City:

City of Prescott
Attention: Recreation Services Director
125 North Arizona Avenue
Prescott, Arizona 86301

11.0 GOVERNING LAW; VENUE; JURISDICTION

This Agreement shall be governed in all respects, as to validity, construction, and capacity performance or otherwise, by the laws of the State of Arizona.

12.0 FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions or any other cause beyond the control of the party charged with performance; provided that, the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

13.0 BUSINESS RELATION

The parties agree that Purina is neither a partner, agent, employee, nor principal of the City, nor is Purina a joint venturer with the City. The business relationship of the parties is one of donor (Purina, maker of in-kind donation) and donee (City).

14.0 HEADINGS

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

15.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

16.0 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, this Agreement will be considered divisible and inoperative as to such provision to the extent that such provision is unenforceable, with this Agreement to remain in full force and effect in all other respects. If any provision of this Agreement, although unenforceable as written, may be made enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

17.0 EXPENSES

Except as expressly provided herein, all of the expenses of Purina in connection with the preparation, execution and consummation of this Agreement, and with the transactions contemplated herein, shall be paid by Purina; and all of the City's expenses in such connection (including applicable income and other tax results and attorneys' fees that have been incurred and are specifically the responsibility of the City) shall be paid by the City.

18.0 COOPERATION

Each party hereby agrees to cooperate with the other party hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

19.0 PRESUMPTIONS AND INTERPRETATION

The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties and/or their respective attorneys and agents have fully participated in preparation of all provisions of this Agreement. The parties further agree that all matters pertaining to the validity, construction, interpretation, or effect of this Agreement shall be governed by the laws of the State of Arizona. Further, in the event of any conflict between any term or provision provided for in this Agreement and any term or provision provided within the Exhibit attached and incorporated hereto, the term or provision provided in this Agreement shall supersede and control unless otherwise expressly provided.

20.0 NO WAIVER

Except as otherwise expressly provided herein, no failure or delay by any party hereto in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, remedy, power, or privilege.

21.0 ENTIRE AGREEMENT

This Agreement constitutes the entire arrangement between the City and Purina, superseding all prior agreements or understandings relating to any of the subject matters hereof, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the City and Purina's duly authorized representatives.

WITNESS WHEREOF, the parties hereunto have set their hands and seals, this the ____ day of June, 2014.

Nestlé Purina PetCare Company

By: _____

Name: _____

Title: _____

City of Prescott, Arizona

By: _____

Name: _____

Title: _____

Exhibit A

(Legal Description/Location of Dog Park)

That portion of the southeast quarter of Section 10, Township 14 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of that certain parcel described in Book 294 of Official Records at Page 217, records of Yavapai County, described as follows:

COMMENCING at the southeast corner of said Section 10 marked with a found brass disc in hand hole;

thence North 47°18'32" West, along the basis of bearing for the survey on which this description is based, a distance of 1967.80 feet (recorded North 47°40'30" West, 1967.91 feet) to the easterly most corner of said parcel marked with a found 3/8-inch rebar with set tag "LS 48100";

thence South 45°16'08" West, along the southeasterly line of said parcel, a distance of 400.09 feet (recorded South 44°55' West, 400.00 feet) to the southerly most corner of said parcel marked with a found 3/8-inch spike with set tag "LS 48100";

thence North 44°42'34" West, along the southwesterly line of said parcel, a distance of 600.03 feet (recorded North 45°05' West, 600.00 feet) to an angle point marked with a found 1/2-inch rebar with set cap "LS 48100", the TRUE POINT OF BEGINNING;

thence continuing North 44°42'34" West a distance of 234.54 feet to a point on the northwesterly line of said parcel being the southeasterly right-of-way of WILLOW CREEK ROAD per the Right-of-Way Map recorded in Book 9 of Maps and Plats at Pages 55 and 56, records of Yavapai County marked with a set 1/2-inch rebar with cap "LS 48100";

thence northeasterly, along said northwesterly line and said southeasterly right-of-way, along a non-tangent curve to the right having a radius of 1382.40 feet (recorded 1382.50 feet), a central angle of 11°52'42", a chord of North 43°31'52" East, 286.08 feet, for an arc length of 286.60 feet to Engineer's Station 138+18.85 marked with a found concrete post with set MAG spike and washer "LS 48100";

thence North 49°29'33" East, along said northwesterly line and said southeasterly right-of-way, a distance of 114.35 feet (recorded North 49°08' East, 114.35 feet) to the northerly most corner of said parcel marked with a set 1/2-inch rebar with cap "LS 48100";

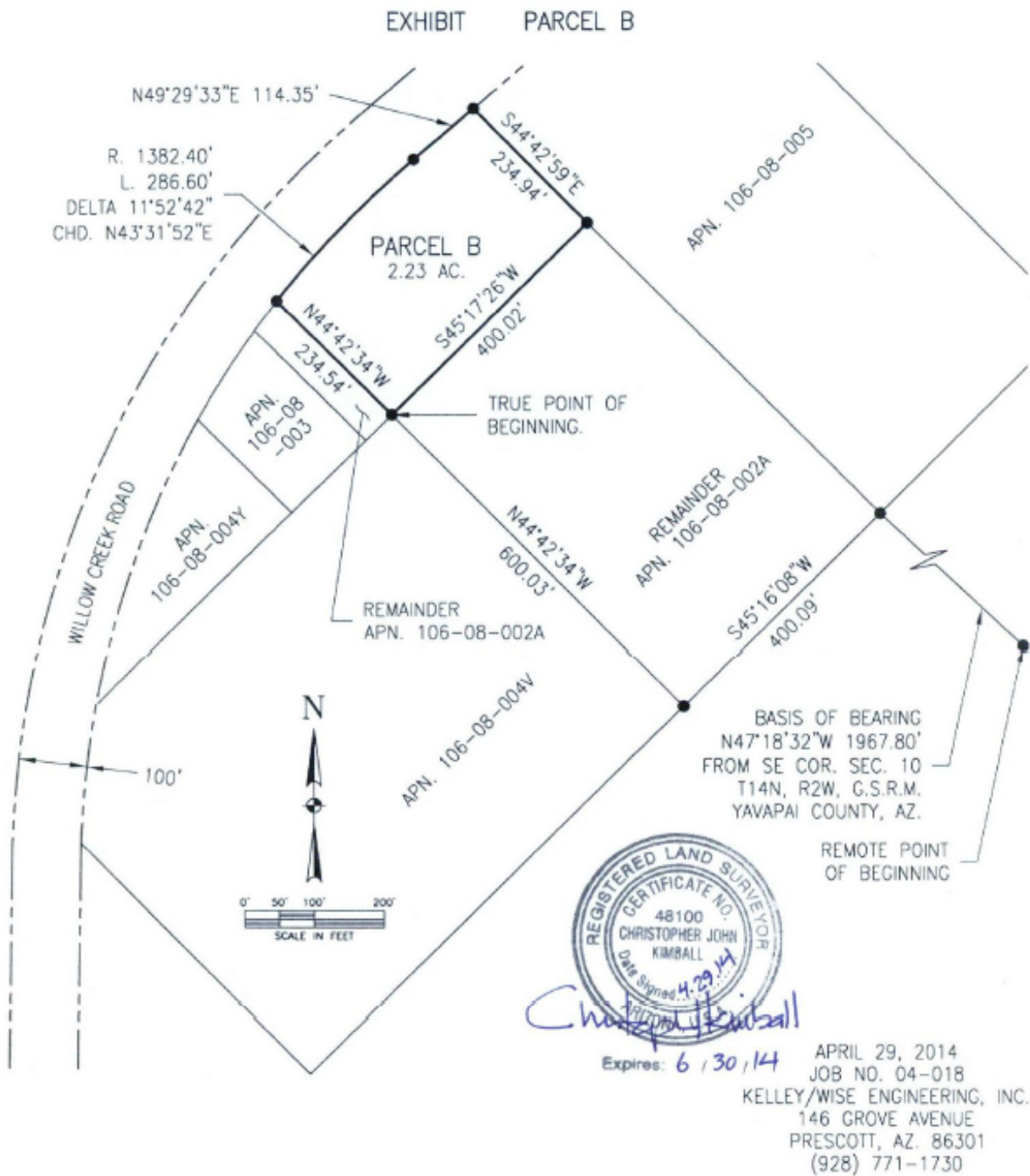
April 29, 2014
KWE 14-018
Parcel B
Page 1 of 2



thence South 44°42'59" East, along the northeasterly line of said parcel, a distance of 234.94 feet (recorded South 45°05' East) to a set 1/2-inch rebar with cap "LS 48100";

thence South 45°17'26" West a distance of 400.02 feet to the TRUE POINT OF BEGINNING.

Containing 2.23 acres, more or less.



2013 Beneful® Dream Dog Park Contest

Official Rules

THIS CONTEST IS INTENDED FOR LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. VOID IN AK, HI AND WHERE PROHIBITED. DO NOT ENTER UNLESS YOU MEET THE ELIGIBILITY CRITERIA AND ARE LOCATED IN THE 48 CONTIGUOUS UNITED STATES AT THE TIME OF ENTRY.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY:** The 2013 Beneful® Dream Dog Park Contest ("Contest") is open only to individuals who are legal residents of the 48 contiguous United States and the District of Columbia, who are 18 years of age or older (19 years of age or older if a resident of AL or NE) and who own a dog. Open to amateur photographers and videographers only; professional photographers and videographers (defined as individuals who earn their primary income as a photographer or videographer) are not eligible. Grand Prize winners of previous Beneful® Dream Dog Park Contests are not eligible to enter, however other people who previously entered, including Finalists (Runner-Up Prize winners), are eligible to enter by submitting an entirely new essay and photo. The following individuals are not eligible: employees, contractors, directors and officers of Nestlé Purina PetCare Company ("Sponsor"), its parent company, subsidiaries and affiliated companies, and the web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) of, and those living in the same households as, each such individual. This Contest is void in AK, HI and where prohibited.
- 2. OVERVIEW:** The Contest consists of two rounds. In Round 1, you are required to submit a photo that shows how life is better when you are together with your dog, an essay which describes your ideas for a Beneful® "Dream Dog Park" and a title/theme for your entry. In Round 2, up to 20 Finalists, chosen from eligible and approved entries in Round 1, will be invited to submit a video with their ideas for a Beneful® "Dream Dog Park" for a chance to win the Grand Prize.
- 3. TO ENTER (ROUND 1):** Visit the Contest website at www.BenefulDreamDogPark.com (the "Website") between 12:00:01 p.m. Eastern Time ("ET") on August 6, 2013 and 11:59:59 a.m. ET on September 17, 2013 (the "Entry Period") and complete the Entry Requirements for Round One outlined below.

Entry Requirements For Round 1: Each Entry must include the following:

- **A completed online entry form** including your first and last name, home address, phone number, e-mail address, and the name, age, and breed of the dog featured in the Entry.
- **An essay** of 250 words or less (one to 250 words) that answers the question: "If you had \$500,000 to create a 'Dream Dog Park' where you and your best buddy can play together, what would you do?" Essay must be written in English.
- **A photo** which must include **both** you and your dog, that shows how life is better when you are together. If you own more than one dog, only one dog may be featured in the photo. The maximum file size for any photo uploaded to the Contest website is 3MB. Photos may be color or black/white and must be submitted in one of the following file formats: .GIF, .JPG, or .PNG. **Photo may not include other dogs, animals or identifiable people, even in the background.** Photo must be a single photographic image, not a combination or collage of photos/images.

- **A title/theme** that describes your Entry. Title/theme is limited to 50 characters or less and should be an overall description of your ideas for creating a "Dream Dog Park." Examples of a title/theme are: 1) Pirate Play Land; 2) Space Adventure; and 3) Doggy Gymnastics Park. Sponsor is seeking new and creative ideas. Under no circumstances does "new and creative" mean "extreme" or "unfeasible."

The dog featured in the Entry must be your dog (owned by you) and must be alive at the time of Entry submission. The completed online entry form, photo, essay and title/theme are referred to herein as an "Entry," and a person who submits an Entry is referred to herein as "you" or as an "Entrant." **All Entries and each component thereof must adhere to the Entry Requirements for Round 1 above and the Entry Restrictions for Round 1 and Conditions of Entry/Submission (Section 6) specified below.**

Limit one (1) Entry per household. You may not submit an essay or photo that has been submitted in any other contest, including a previous Beneful® Dream Dog Park Contest. No correspondence about Entries will be entered into, nor will Entries be acknowledged or returned. If all required information is not included, Entry will be disqualified.

Entry Restrictions For Round 1:

- **Brand Image.** Sponsor maintains a wholesome, family-oriented image for its brand. Entries must properly reflect this brand image. No obscenities or sexual situations should be seen/heard or implied, and all content must be suitable for viewing by children. Sponsor's determination on brand image shall be final.
- **Health and Safety.** Nestlé Purina PetCare Company promotes the compassionate care of all pets. Essays and/or photos depicting or describing animals in unsafe conditions or conditions not exemplifying responsible pet ownership, in Sponsor and/or Administrator's sole discretion, will be disqualified. You should avoid even the "appearance" of your dog being in unsafe conditions in your Entry. Some examples of activities or conditions considered to be unsafe or irresponsible include: 1) a dog with its head sticking out of a moving car's window, 2) a dog jumping out of a moving boat or a dog without a dog life jacket in a boat, 3) a dog in a car without a visible seat restraint, 4) an unleashed dog on a road with vehicular traffic, 5) a dog tied to a tree or stake, 6) a dog wearing a choking collar, 7) dog swimming, wading, or walking in unsafe or dirty water conditions, or 8) a dog with its hair dyed. This list is not comprehensive but is only intended to provide examples of activities or conditions considered to be unsafe or irresponsible. Sponsor's sole determination of what constitutes an unsafe or irresponsible activity or condition shall be final.
- **No third party logos/intellectual property.** Your Entry may not include any trademarks, logos, written brand names, or copyrighted materials, except the Beneful® trademark or logo. Be careful that your photo doesn't inadvertently contain another brand's logo or intellectual property because that will cause your photo to be disqualified. Examples to watch for: logo on a baseball cap, sneakers or t-shirt; name of a famous baseball diamond in the background of your photo; identifiable art in the background; or logo on a dog toy. The ONLY trademark or logo that may appear in your Entry is the Beneful® trademark and logo, which is not required to be in your Entry, and will not influence the judging. NO OTHER Purina® brand trademarks or logos are permitted.

Submission of an Entry is also subject to the Nestlé Purina PetCare Company Terms and Conditions for User-Generated Content at: <http://purina.com/general/TermsAndConditionsUserGeneratedContent.aspx>. **Entries that fail to strictly adhere to any of the requirements set forth in these Official Rules and the requirements of the Nestlé Purina PetCare Company Terms and Conditions for User-Generated Content, as determined by Sponsor, Cone LLC and/or the Contest Administrator, in their sole discretion, will be disqualified.**

Entries must be received by 11:59:59 a.m. ET on September 17, 2013. Once the entry form is completed and the Entry is submitted, the Entry is final and may not be modified or edited. Sponsor is not responsible for late or incomplete Entries. If a problem occurs in the online submission process, you should receive an "Error" message. However, it is your responsibility to electronically complete the Entry process and none of the Contest Parties shall be responsible for any Entry not actually received due to incomplete or improper transmission. Similarly, none of the Contest Parties has any obligation to advise you of an incomplete Entry submission.

Entries that meet the Entry Requirements for Round 1, the Entry Restrictions for Round 1 and the Conditions of Entry/Submission (Section 6) may be posted at www.BenefulDreamDogPark.com and other social media sites operated by the Sponsor during the Entry Period. Consumers may have an opportunity to rate each Entry; however, ratings are for entertainment purposes only and will have no effect on the selection of Finalists or winners (see below for details regarding selection of Finalists and winners).

4. SELECTION OF FINALISTS (ROUND 1 JUDGING): Eligible Entries will be judged by a qualified panel of judges ("Judges") who will evaluate each Entry based on the following Judging Criteria:

- (1) Creativity and originality of the ideas for your "Dream Dog Park" (40%);
- (2) How well your ideas will make play with your best buddy more fun in the dog park (40%); and
- (3) Feasibility of bringing the ideas to life (20%).

For purposes of this Contest, "feasibility" is defined as the proposed dog park design being within the size and scope of a standard dog park and within the cost of the \$500,000 budget, as well as the design being safe and appropriate for dogs and people.

Round 1 judging will be completed on or about October 1, 2013. The Entrants who submitted the up to twenty (20) highest scoring Entries will be designated as the "Finalists." In the event of a tie for the 20th Finalist spot, the tie will be broken based on the highest score in the first Judging Criteria, continuing thereafter to each Judging Criteria in order, as needed, to break the tie. The Judges' decisions are final in all respects. Finalists will be notified via phone and/or email on or about October 1, 2013.

5. FINALIST VIDEO SUBMISSION (ROUND 2): Finalists will be required to create, narrate and submit a video that meets the Video Requirements for Round 2 below.

Video Requirements For Round 2: Each video must include the following:

- The video should answer the question: "If you had \$500,000 to create a "Dream Dog Park" where you and your best buddy can play together, what would you do?"
- **The video must be narrated by the Finalist and show the Finalist and his/her dog at a local dog park (a dog park is any fenced public area where dog owners may allow their dogs to run off leash.)** The dog featured in the video must be the same dog featured in the Entry submitted in Round 1.
- The video should show: 1) the Finalist's typical daily adventure together with his or her dog **in their current dog park**; and 2) explain his/her idea(s) to make it even better if he/she had the chance to help inspire a "Dream Dog Park" renovation. The video may be edited to include footage shot from other locations in order to help illustrate the Finalist's idea(s), but all footage must comply with the Video Restrictions for Round 2 and Conditions of Entry/Submission (Section 6) below.
- Finalists must submit signed release forms for any identifiable people or dogs in the background of the video. The release forms will be provided to the Finalist in

the information packet provided with the Finalist notification, which will be sent via mail/email.

- **The video must not exceed two minutes in length** and any narration must be in English. Videos that exceed two minutes in length by up to five seconds (as measured by the Contest software) because of "silence" at the beginning and/or end of the video will not be rejected on this basis.
- Sponsor will provide Finalists with options for background music, and Finalist may select one (1) piece of music from available selections to include in their video ("Permitted Music"). **Only Permitted Music provided by the Sponsor is allowed; videos with any other music (even original music) will be disqualified.**

Video Restrictions For Round 2:

- **Brand Image.** Sponsor maintains a wholesome, family-oriented image for its brand. Videos must properly reflect this brand image. No obscenities or sexual situations should be seen/heard or implied, and all content must be suitable for viewing by children. Sponsor's determination on brand image shall be final.
- **Health and Safety.** Nestlé Purina PetCare Company promotes the compassionate care of all pets. Videos depicting or describing animals in unsafe conditions or conditions not exemplifying responsible pet ownership, in Sponsor and/or Administrator's sole discretion, will be disqualified. You should avoid even the "appearance" of your dog being in unsafe conditions in your video. Some examples of activities or conditions considered to be unsafe or irresponsible include: 1) a dog with its head sticking out of a moving car's window, 2) a dog jumping out of a moving boat or a dog without a dog life jacket in a boat, 3) a dog in a car without a visible seat restraint, 4) an unleashed dog on a road with vehicular traffic, 5) a dog tied to a tree or stake, 6) a dog wearing a choking collar, 7) a dog swimming, wading, or walking in unsafe or dirty water conditions, or 8) a dog with its hair dyed. This list is not comprehensive but is only intended to provide examples of activities or conditions considered to be unsafe or irresponsible. Sponsor's sole determination of what constitutes an unsafe or irresponsible activity or condition shall be final.
- **No third party logos/intellectual property.** Your video may not include any trademarks, logos, written brand names, or copyrighted materials, except the Beneful® logo. Be careful that your video doesn't inadvertently contain another brand's logo or intellectual property because that will cause your video to be disqualified. Examples to watch for: logo on a baseball cap, sneakers or t-shirt, name of a famous baseball diamond in the background of your video, identifiable art in the background or logo on a dog toy. The ONLY trademark or logo that may appear in your Round 2 video is the Beneful® trademark and logo, which is not required to be in your video, and will not influence the judging. NO OTHER Purina® brand trademarks or logos are permitted.

During the period from 12:00:01 p.m. ET on October 1, 2013 to 11:59:59 a.m. ET on October 29, 2013, a link to a videotaped coaching session will be sent to Finalists via email along with the password to access the video. The video is intended to provide additional guidance on creation of the video.

Finalists will be given instructions for uploading their video online. Videos must be received by 11:59:59 a.m. ET on October 29, 2013. The maximum file size for any video file uploaded to the Contest website is 100MB. Video files must be submitted in one of the following file formats: .avi, .mov, .mpg, or .wmv. Once the Finalist video is uploaded, the video is final and may not be modified or edited.

Submission of a video is also subject to the Nestlé Purina PetCare Company Terms and Conditions for User-Generated Content at <http://purina.com/general/TermsAndConditionsUserGeneratedContent.aspx>. **Videos that fail to strictly adhere to any of the requirements set forth in these Official Rules, and the requirements of the Nestlé Purina PetCare Company Terms and Conditions for User-Generated Content, as determined by Sponsor,**

Cone LLC and/or the Contest Administrator, in their sole discretion, will be disqualified.

In the unfortunate event that the dog featured in a Finalist's Round 1 Entry is not able to be part of the Round 2 video due to illness or other causes beyond the control of the Finalist, Sponsor reserves the right to allow the Finalist to substitute a video featuring another dog owned by the Finalist or a video created using photos and/or previously shot video of the dog featured in Round 1. Sponsor and Contest Administrator will make the final decision as to whether to allow a substitution and what the Finalist will be allowed to do as a substitute for the video with the original dog.

Sponsor is not responsible for late submission of videos. If a problem occurs in the process of uploading a video, Entrant/Finalists should receive an "Error" message. However, the responsibility to electronically complete the upload of a video is the Finalist's and none of the Contest Parties shall be responsible for any video not actually received due to incomplete or improper transmission. Similarly, none of the Contest Parties has any obligation to advise Entrant of an incomplete video submission.

6. CONDITIONS OF ENTRY/SUBMISSION (ROUNDS 1 AND 2): By submitting an Entry and, if you are selected as a Finalist, by submitting a video, you warrant and represent that all elements of the Entry and the video:

- (a) are original and have been legally created, except that the photo or video may be captured by someone other than you (if you obtained an assignment of rights to the photo or video, as set forth above, and the photographer or videographer is not a professional);
- (b) do not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party;
- (c) have not been entered in previous contests (including a previous Beneful® Dream Dog Park Contest) or won previous awards;
- (d) have not been published or distributed previously in any media including online, and social media; and
- (e) use only Permitted Music (video only).

Entrant/Finalist warrants that he/she is the owner of the dog featured in the photo and video and that the dog lives in the same household as Entrant/Finalist.

By submitting an Entry and/or video, Entrant/Finalist represents that he/she owns all rights to each element, including, without limitation, the copyrights in the photo, essay, title/theme and/or video. If someone other than the Entrant/Finalist captured the photo or video, Entrant/Finalist further represents that he/she has obtained a written assignment of rights from the third party that captured the photo and/or video. Entrant/Finalist also acknowledges that he/she may be required to provide the written assignment of rights to the materials produced by such third party. Sponsor's determination as to whether the photo or video violates the rights of any third party is final.

By submission of an Entry/video, each Entrant/Finalist irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), each element of the Entrant's/Finalist's Entry and/or video, as well as the Entrant's/Finalist's name, likeness, photograph or video (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's/Finalist's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant/Finalist or any other third party, for any and all purposes, including for advertising and promotional purposes unrelated to this Contest. Entrant/Finalist waives all intellectual property rights, privacy/publicity

rights or other legal or moral rights that might preclude the Sponsor's use of any element of the Entry or video, and agrees not to sue or assert any claim against the Sponsor or Contest Parties for the use of any element of the Entry or video or Entrant's/Finalist's Likeness or statements. If Entrant is selected as a Finalist, the Entrant/Finalist acknowledges and agrees that the Entrant/Finalist will execute an Affidavit of Eligibility and Release and Assignment of Rights, in which he/she will irrevocably assign and transfer to the Sponsor any and all rights, title and interest in each element of the Entry from round 1 (photo, essay and title/theme from Round 1) and the video from Round 2, including, without limitation, all copyrights, and waive all moral rights in those works.

Entrant/Finalist agrees to indemnify and hold Sponsor, its agencies and Contest Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the use of any element of Entrant's/Finalist's Entry or video, or the Entrant's/Finalist's conduct in submitting an Entry or creating a video or otherwise in connection with this Contest, including but not limited to, claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. Entrant/Finalist further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's/Finalist's rights with regard to any elements or ideas contained in any element of the Entry or video.

- 7. SELECTION OF WINNERS (ROUND 2):** Up to twenty Finalists' videos will be posted on the Beneful® Website on or about November 7, 2013. The public may vote for their favorite video, at www.BenefulDreamDogPark.com starting on or about November 7, 2013 at 12:00:01 p.m. ET and ending on December 5, 2013 at 11:59:59 a.m. ET ("Voting Period"). **Limit one (1) vote per person, per day. A "day" is defined as the 24 hours between 12:00:00 am ET and 11:59:59 pm ET throughout the Voting Period.**

A Finalist may encourage family and friends to vote for his/her video, but a Finalist may not attempt to induce others to vote for his/her video through the use of any incentive, sweepstakes or other promotion. Any use of automatic voting methods by any party will void all such votes and will result in the Finalist's video in question being declared ineligible and disqualified from the Contest. Any attempt by a Finalist and/or his/her family or friends or community to vote more than one time per day using multiple names and/or email addresses, "bot" technology and/or any other fraudulent mechanism, as determined by Sponsor in its sole discretion, shall give Sponsor the right to disqualify the Finalist.

The public voting will be tallied as a numbered rank between 1 and 20 with the video that receives the most votes receiving 20 points, and the video that receives the least votes receiving 1 point. A panel of judges will also judge the Finalist videos in Round 2 using the judging criteria below:

- (1) Creativity and originality of the ideas for your "Dream Dog Park" (40%);
- (2) How well your ideas will make play with your best buddy more fun in the dog park (40%); and
- (3) Feasibility of bringing the ideas to life (20%).

The public voting rank will account for 30% of the final score and the judges scores will account for 70% of the final score in Round 2. The Finalist with the highest combined score in Round 2 will be declared the Grand Prize winner and the remaining Finalists will be declared the Runner-Up Prize winners. In the unlikely event that voting results in a tie, the tied Entrant with the highest score from Round 1, based on the official judges scoring, will be declared the Grand Prize winner. The Grand Prize winner will be announced during the week of December 9, 2013.

8. PRIZES:

ONE (1) GRAND PRIZE: The Grand Prize winner will receive \$10,000 cash and a one year's supply of Beneful® brand dry dog food for one (1) dog, awarded as 16 manufacturer's coupons (up to \$19.99 each) which may be redeemed for one (1) 15.5 lb or smaller package of Purina® Beneful® brand dry dog food of any variety. Grand Prize winner will also receive 24 manufacturer's coupons (up to \$2.49 each) which may be redeemed for one (1) Purina® Beneful® brand wet dog food of any variety; and 12 manufacturer's coupons (up to \$4.99 each) which may be redeemed for one (1) Purina® Beneful® brand snack of any variety. Approximate retail value: \$10,439.48.

Sponsor will also award a dog park makeover valued at up to \$500,000, which will be awarded as an in-kind donation to an existing dog park in or near the Grand Prize winner's area (provided an existing and suitable dog park exists), chosen entirely at the discretion of the Sponsor. The dog park may be the dog park featured in the winner's Entry and/or video or it could be another dog park in the winner's area. **The dog park featured in the Entry and/or video may be considered for the dog park makeover, but Sponsor will determine the dog park that will receive the makeover in Sponsor's sole discretion. The dog park receiving the makeover will be either a public dog park or a non-profit dog park with federal tax exempt status.** If no suitable, existing dog park exists in the Grand Prize winner's area, Sponsor will select a dog park in another area to receive the makeover. The in-kind donation will include design, construction and project administration services, all necessary permits, building supplies and materials, and all other elements relating to the renovation of the dog park. If the design and renovation of the dog park costs less than \$500,000, the remaining balance will **not** be awarded to the dog park as an in-kind or cash donation.

Upon selection of the dog park that will receive the renovations, Sponsor and various representatives of Sponsor, will work on the design for the dog park. The winner's ideas will be considered in the design element phase; however, the winner's ideas are not guaranteed to become part of the renovations. The unveiling of the dog park renovation will take place in the Spring of 2014 if all elements of the planning and building phases proceed as scheduled. Sponsor is not responsible for delays in planning, approval, building or other issues out of its control which delay the completion of the Beneful® "Dream Dog Park."

UP TO NINETEEN (19) RUNNER-UP PRIZES: Each Runner-Up Prize winner will receive a one year's supply of Beneful® brand dry dog food for one (1) dog, awarded as 16 manufacturer's coupons (up to \$19.99 each) which may be redeemed for one (1) 15.5 lb. or smaller package of Purina® Beneful® brand dry dog food of any variety. Each Runner-Up prize winner will also receive 24 manufacturer's coupons (up to \$2.49 each) which may be redeemed for one (1) Purina® Beneful® brand wet dog food of any variety; and 12 manufacturer's coupons (up to \$4.99 each) which may be redeemed for one (1) Purina® Beneful® brand snack of any variety. Approximate Retail Value: \$439.48/each.

Limit one prize per person/household.

- 9. GENERAL CONDITIONS:** Finalists are subject to verification, including without limitation, verification of eligibility and compliance with these Official Rules. Finalists will be required to irrevocably assign and transfer to Sponsor any and all rights, title and interest in his/her Entry and video, including, without limitation, all copyrights, and agree to waive all moral rights in that Entry and video. Finalists will be required to complete, sign and return an Affidavit of Eligibility, Liability Release, Copyright Assignment and, where lawful, a Publicity Release. All completed documents must be returned to the Contest Administrator within 7 days of the date notice was sent or Finalist status will be forfeited and an alternate Finalist may be selected. **Finalist and winner status must be kept confidential until publicly revealed by Sponsor.**

Failure to comply may result in disqualification. The Grand Prize winner and Runner-Up Prize winners may also be required to sign additional documents, as deemed necessary by Sponsor in its sole discretion. Grand Prize winner and Runner-Up Prize winners are solely responsible for any taxes on their respective individual prizes. No substitution of prizes is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to require Grand Prize winner and/or Runner-Up Prize winners to submit to a confidential background check to confirm eligibility as a condition of awarding the prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor or Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or brand as determined by Sponsor in its sole discretion. Entrants/Finalists/winners agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding. This Contest is governed by the laws of the state of Missouri, and by entering, Entrants/Finalists/winners agree that all claims or disputes must be resolved exclusively in the federal or state courts in St. Louis, Missouri.

10. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention in the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of the Website is at user's own risk. Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained by user's or any other person's computer equipment resulting from participation in the Contest, use of the Website or the download of any information from the Website. By participating in the Contest, the Entrant releases Sponsor and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsor and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, and acceptance or use of any prize. Sponsor and Contest Parties are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

11. Winners List: For a list of the Grand Prize and Runner-Up Prize winners, visit www.benefuldreamdogpark.com or send a self-addressed, stamped, #10 envelope to:

2013 Beneful® Dream Dog Park Contest Winners' List, Dept. HH, P.O. Box 5700, Clinton, IA 52736-5700. Requests must be received by January 13, 2014.

Sponsor: Nestlé Purina PetCare Company, Checkerboard Square, St. Louis, MO 63164.

Contest Administrator: Promotion Fulfillment Center, 311 21st St., Camanche, IA 52730.

Abbrev. Rules for Print [Subject to review of ad copy.]

NO PURCHASE NECESSARY TO ENTER OR WIN. Contest begins at 12:00:01 p.m. ET on August 6, 2013. Entries for Round 1 (photo/essay/title/theme) must be received by 11:59:59 a.m. ET on September 17, 2013. Submissions for Round 2 (Finalist videos) must be received by 11:59:59 a.m. ET on October 29, 2013. Open to legal residents of the 48 contiguous United States and D.C. who are 18 years of age or older (19 years of age or older in AL or NE) and own a dog. Void in AK, HI and where prohibited. To enter and for complete Official Rules, go to: www.BenefulDreamDogPark.com. Sponsored by Nestlé Purina PetCare Company, Checkerboard Square, St. Louis, MO 63164.

Abbrev. Rules for TV [Subject to review of ad copy.]

NO PURCHASE NECESSARY. Entries (Round 1) must be received by 11:59:59 a.m. ET on 9/17/13. Finalist video submissions (Round 2) must be received by 11:59:59 a.m. ET on 10/29/13. Open to legal residents of the 48 contiguous U.S. states and D.C. who are 18 years of age or older (19 years of age or older in AL or NE) and own a dog. Void in AK, HI and where prohibited. To enter and for complete Official Rules go to: www.BenefulDreamDogPark.com. Sponsored by Nestlé Purina PetCare Company.

Abbrev. Rules for email/website landing page

NO PURCHASE NECESSARY TO ENTER OR WIN. Contest begins at 12:00:01 p.m. ET on August 6, 2013. Entries for Round 1 (photo/essay/title/theme) must be received by 11:59:59 a.m. ET on September 17, 2013. Submissions for Round 2 (Finalist videos) must be received by 11:59:59 a.m. ET on October 29, 2013. Open to legal residents of the 48 contiguous United States and D.C. who are 18 years of age or older (19 years of age or older in AL or NE) and own a dog. Void in AK, HI and where prohibited. [Click here](#) for complete Official Rules. Sponsored by Nestlé Purina PetCare Company, Checkerboard Square, St. Louis, MO 63164.

Abbrev. Rules for Facebook Post

No purchase necessary. Entries must be received by 11:59:59 a.m. ET on 9/17/13. Legal residents of the 48 contiguous U.S./D.C. 18+ (19+ in AL or NE) who own a dog. See Official Rules for details: [TINY URL TO RULES]

Abbrev. Rules for Twitter Post

Immediately After First Post:

No purch. nec. Ends 11:59:59 a.m. ET on 9/17/13. Legal residents of the 48 contiguous U.S./D.C. 18+ (19+ in AL or NE) who own a dog. Rules: [TINY URL TO RULES]

With Each Post

Spokes person: No purch. nec. Ends 9/17/13. Rules: [TINY URL TO RULES]

Brand: No purch. nec. Ends 9/17/13. Legal residents of 48 contiguous U.S./D.C. 18+ (AL or NE 19+) with dog. Rules: [TINY URL TO RULES]

MEETING DATE/TYPES: VOTING SESSION 6-24-14

DEPARTMENT: Finance

AGENDA ITEM: Adoption of Ordinance No. 4889-1427 to amend City Code Title II Chapter 2-1: Public Works Department and Title III Chapter 3-1: Building Regulations, for development fees in conjunction with Arizona Revised Statute Section 9-463.05

Approved By:

Date:

Director:	Woodfill, Mark	06/11/2014
City Manager:	McConnell, Craig	06/17/2014

Item Summary

This agenda item will update the City Code to codify the revised development (impact) fees associated with Arizona Revised Statute Section 9-463.05.

Background

On May 13, 2014, City Council adopted Resolution Number 4225-1434 to comply with Arizona Revised Statute Section 9-463.05. The attached Ordinance Number 4889-1427 will amend City Code to reflect the revised development fees; centralize development fees into one City Code Chapter; and provide clarification.

Effective Date

Ordinance Number 4889-1427 will have a delayed effective date of August 1, 2014, as required by Arizona Revised Statutes Section 9-463.05.

Attachments

1. Ordinance No. 4889-1427

Recommended Action: MOVE to adopt Ordinance No. 4889-1427.

ORDINANCE NO. 4889-1427

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DELETING TITLE 2, DEPARTMENTS, CHAPTER 2-1-22 "UTILITIES DIVISION; SEWER BUY-IN FEES" IN ITS ENTIRETY AND RELOCATING AND AMENDING SAME TO REFLECT NEW WASTEWATER DEVELOPMENT FEES TO BE PLACED IN PRESCOTT CITY CODE, TITLE 3, BUILDING REGULATIONS, CHAPTER 3-14-13; AMENDING TITLE 3, BUILDING REGULATIONS, CHAPTER 3-14, "DEVELOPMENT FEES" BY DELETING CERTAIN LANGUAGE AND SECTIONS AND ADDING NEW LANGUAGE AND SECTIONS; AMENDING TITLE 2, DEPARTMENTS, CHAPTER 2-1-12(I) TO RECONCILE INTERNAL CODE REFERENCES AND ADDING ADDITIONAL LANGUAGE; AMENDING TITLE 2, DEPARTMENTS, CHAPTER 2-1-15 "UTILITIES DIVISION; SEWER CONNECTIONS" BY ADDING ADDITIONAL LANGUAGE; AND AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE ALL NECESSARY DOCUMENTS

RECITALS:

WHEREAS, the City Council of the City of Prescott wishes to amend certain portions of City Code, concerning development fees, to reflect revised development fees, adopted pursuant to Resolution Number 4225-1434; and

WHEREAS, the City Council desires to locate all development fees charged by the City into one Title and Chapter in the City Code for public convenience; and

WHEREAS, the City Council desires to clarify the City Code concerning the implementation of development fees and to update the City Code to reflect the most recent changes to Arizona Revised Statutes Section 9-463.05; and

WHEREAS, it is in the best interest of the health, safety and welfare of the City of Prescott to amend the City Code to reflect the revised development fees, to comply with the provisions of Arizona Revised Statutes Section 9-463.05 and to reconcile internal code references.

ENACTMENTS:

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

SECTION 1. THAT, Title 2, Departments, Chapter 2-1-12, Utilities Division; Water Service Connection And Meter Installation Charges, is hereby amended as follows:

(I) Additional Fees:

1. That in the event that an irrigation meter is installed, or a meter placed upon vacant property, OR ANY OTHER METER, without the issuance of a building permit, or a meter upsized without the issuance of a building permit, then and in that event the applicant must pay to the City, in addition to all other fees required by this section, a fee equivalent to those fees which would have been levied pursuant to Sections ~~3-14-13~~ 3-14-11 and ~~3-14-14~~ 3-14-12.

2. In the event of a charge pursuant to this subsection for an upsized meter, the applicant shall be assessed the difference between the fees which would have been levied pursuant to Sections ~~3-14-13~~ 3-14-11 and ~~3-14-14~~ 3-14-12 for the upsized meter versus the fees which would have been assessed for the existing meter according to the fee schedule in effect at the time of the application for the upside meter.

SECTION 2. THAT Title 2, Departments, Chapter 1-15, Utilities Division; Sewer Connections, is hereby amended as follows:

2-1-15 UTILITIES DIVISION; SEWER CONNECTIONS:

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 the sewer service fees and all other charges herein required by this chapter AND CHAPTER 3-1-13. A separate sewer connection to the main sewer line shall be constructed for every separate building except as provided in the plumbing code adopted by the City and any exception requires the written permission of the Building Official and the Public Works Director. No person having a sewer service connection shall otherwise permit a connection to that sewer service connection by another person or user whether gratuitously or for charges.

All sewer connections shall be approved by the City and the actual tap into the main sewer shall be accomplished by City personnel, unless otherwise approved in writing by the superintendent of utilities, in which event the sewer tap connection fee shall be waived. (Ord. 4856-1313, 5-28-2013)

SECTION 3. THAT Title 2, Departments, Chapter 2-1-22, Public Works Department, Utilities Division; Sewer Buy-In-Fees (PCC 2-1-22) of the Prescott City Code is deleted in its entirety and the numbering of the sections following the deleted 2-1-22 shall be renumbered sequentially to reflect the deleted section, e.g. the current 2-1-23 shall now be numbered 2-1-22, and all of the Sections following same shall be renumbered sequentially to reflect the deletion.

~~“2-1-22 UTILITIES DIVISION; SEWER BUY-IN FEES:~~

~~There shall be a mandatory charge for connections being served by any of the City's wastewater treatment plant systems that are owned, operated and maintained by the~~

~~City. This charge shall be the equivalent of the customer's share of the costs to the City for the wastewater treatment plant systems, lift stations, and certain interceptor lines.~~

~~(A) — Residential: The charge shall be fifty-six dollars (\$56.00) per fixture unit for a residential connection to the sewer system. Single-family residences, mobile homes, condominiums, apartments, and hotel/motels shall be classified as residential.~~

~~1. — Number: The following shall be the number of fixture units per plumbing fixture:~~

Fixture Residential Use	Number of Fixture Units
Bar-Sink	1
Bathtub (with or without shower)	2
Floor drains	2
Laundry tub or clothes washer (each pair of faucets)	2
Lavatory	1
Shower (each head)	2
Sink or dishwasher	2
Water-Closet	3

~~2. — Permit Fee: A fee of five dollars (\$5.00) per residential permit shall be charged in addition to the fees charged in subsection (A)1 of this section.~~

~~(B) — Commercial: The charge shall be fifty-six dollars (\$56.00) per fixture unit for a commercial connection to the sewer system. "Commercial connection" is hereby defined as any connection other than residential.~~

~~1. — Commercial Number: The following shall be the number of fixture units per plumbing fixture:~~

Fixture Commercial Use	Number of Fixture Units
Bar-Sink	2
Bathtub (with or without shower)	4
Dental unit or cuspidor	1
Drinking fountain (each head)	1
Laundry tub or clothes washer (each pair of faucets)	4
Lavatory	2
Lavatory (dental)	1
Shower (each head)	4
Sink (flushing rim, clinic)	10

Fixture Commercial Use	Number of Fixture Units
Sink (washup, circular spray)	4
Sink (washup, each set of faucets)	2
Sink or dishwasher	4
Urinal (flush tank)	3
Urinal (pedestal or similar type)	10
Urinal (stall)	5
Urinal (wall)	5
Water closet (flush tank)	5
Water closet (flushometer valve)	10
2-inch floor drains	4
3-inch floor drains	4
4-inch floor drains	4
All other traps of fixtures based upon trap size	-

~~2.— Permit Fee: A fee of five dollars (\$5.00) per commercial permit shall be charged in addition to the fees charged in subsection (B)1 of this section.~~

~~(C)— Addition or Remodeling: Fees for connection made to the sewer system under any of the above classifications contained in subsection (A) or (B) of this section where connection is for the purpose of addition or remodeling shall be in accordance with the sewer buy-in fees stated in subsection (A) or (B) of this section, except that charges shall be made only for the number of fixture units in the addition or remodeling construction.~~

~~(D)— Charges Due and Payable: Charges and/or fees imposed under this section shall be due and payable when construction permits for units are issued.~~

~~(E)— Connection to City Main Line Sewer: For each sewer tap connection to a City main line sewer, there shall be a connection charge in the amount of two hundred dollars (\$200.00) to cover the labor and material costs incurred by the City for making the actual main line sewer tap connection.~~

~~(F)— Change of Use: In the event of a change of use of a structure from residential to commercial purposes, there shall be paid to the City additional connection fees required in subsection (B) of this section, with a credit to be given for any connection fees which would have been assessed for that structure pursuant to subsection (A) of this section.~~

~~(G)— Fees Nontransferable: All fees paid pursuant to this section shall apply to the real property upon which the structure containing the fixture units is located. Connection~~

~~fees are not transferable between properties. Structures moved from one location to another location must pay new connection fees for the new location, with a credit to be given for any connection fees previously paid for that location.~~

~~(H) Connection Fees Waived: The City Manager is hereby authorized to waive the provisions of subsection (G) of this section regarding transfer of connection fees between properties in the event that the City Manager determines that compliance with subsection (G) of this section would result in gross inequity in a particular situation. (Ord. 4856-1313, 5-28-2013)"~~

SECTION 3. THAT, Title 3, Building Regulation, Chapter 3-3-14, Development Fees, is hereby amended as follows:

CHAPTER 3-14: DEVELOPMENT FEES

SECTIONS:

- 3-14-1: DEFINITIONS:
- 3-14-2: DEVELOPMENT FEES FOR FIRE:
- 3-14-3: DEVELOPMENT FEES FOR POLICE:
- 3-14-4: ~~DEVELOPMENT FEES FOR PARKS [RESERVED FOR FUTURE USE/PARKS]:~~
- 3-14-5: DEVELOPMENT FEES FOR RECREATION:
- 3-14-65: ~~DEVELOPMENT FEES FOR LIBRARY [RESERVED FOR FUTURE USE/LIBRARY]:~~
- 3-14-76: RESTRICTED USE OF FEES:
- 3-14-87: IMPOSITION OF FEES:
- 3-14-98: EXEMPTION FROM FEES:
- 3-14-109: DETERMINATION OF CLASSIFICATION:
- 3-14-110: ~~DEVELOPMENT FEES FOR STREETS [RESERVED FOR FUTURE USE/STREETS]:~~
- 3-14-12: ~~DEVELOPMENT FEES FOR PUBLIC BUILDINGS:~~
- 3-14-1311: DEVELOPMENT FEES FOR WATER RESOURCES:
- 3-14-1412: DEVELOPMENT FEES FOR WATER SYSTEM IMPACTS:
- 3-14-1513: ~~RESERVED FOR FUTURE USE~~DEVELOPMENT FEES FOR WASTEWATER IMPACTS:
- 3-14-14: NON-REFUNDABLE DEVELOPMENT FEES
- 3-14-15 NON-TRANSFERABILITY OF DEVELOPMENT FEES

3-14-1 DEFINITIONS:

- (A) Residential Unit: A room or group of rooms within a building containing cooking accommodations, and used or designed or intended for use or occupancy

by an individual or individuals as common living quarters. An apartment, manufactured home, modular home and mobile home shall be considered a residential unit, but a hotel room or motel room is not considered a residential unit under the provisions of this chapter. (Ord. 3310, 1-24-1995, eff. 4-24-1995)

3-14-2 DEVELOPMENT FEES FOR FIRE:

(A) ~~New residential construction within the city limits shall be assessed the sum of five hundred twenty five dollars (\$525.00) per residential unit. (Ord. 4173, 11-27-2001, eff. 3-1-2002; Ord. 4557, 09-26-2006, eff. 12-25-2006)~~

(B) ~~Fees collected pursuant to this section may only be used for upgrades and expansions to existing capital facilities of the fire department, and additional capital facilities for the fire department, as may be authorized pursuant to Arizona Revised Statutes section 9-463.05. (Ord. 3310, 1-24-1995, eff. 4-24-1995)~~

(A) ANY NEW DEVELOPMENT IDENTIFIED IN THE TABLE BELOW SHALL PAY THE CORRESPONDING FIRE AND EMS DEVELOPMENT FEE:

CATEGORY	FEE	ASSESSMENT
SINGLE-FAMILY RESIDENTIAL	\$319.33	HOUSING UNIT
MULTI-FAMILY RESIDENTIAL	\$319.33	HOUSING UNIT
RETAIL	\$363.53	1,000 SQUARE FEET
INDUSTRIAL	\$255.54	1,000 SQUARE FEET
OFFICE	\$717.91	1,000 SQUARE FEET
HOTEL / MOTEL	\$217.64	1,000 SQUARE FEET

(B) FEES COLLECTED PURSUANT TO THIS SECTION MAY ONLY BE USED CONSISTENT WITH PROJECTS IDENTIFIED IN THE CITY'S MOST RECENT INFRASTRUCTURE IMPROVEMENT PLAN ("IIP"), AND FOR PURPOSES PERMITTED BY ARIZONA REVISED STATUTES SECTION 9-463.05.

(C) CHANGE OF USE: IN THE EVENT OF A CHANGE OF USE OF A STRUCTURE, THERE SHALL BE PAID TO THE CITY ADDITIONAL DEVELOPMENT FEES REQUIRED IN SUBSECTION (A) OF THIS SECTION.

3-14-3 DEVELOPMENT FEES FOR POLICE:

(A) ~~New residential construction within the city limits shall be assessed the sum of five hundred eighty nine dollars (\$589.00) per residential unit. (Ord. 4173, 11-27-2001, eff. 3-1-2002; Ord. 4557, 09-26-2006, eff. 12-25-2006)~~

(B) ~~Fees collected pursuant to this section may only be used for upgrades and~~

~~expansions to existing capital facilities of the police department, and additional capital facilities for the police department, as may be authorized pursuant to Arizona Revised Statutes section 9-463.05. (Ord. 3310, 1-24-1995, eff. 4-24-1995)~~

(A) ANY NEW USES IDENTIFIED IN THE TABLE BELOW SHALL PAY THE CORRESPONDING POLICE DEVELOPMENT FEE:

CATEGORY	FEE	ASSESSMENT
SINGLE-FAMILY RESIDENTIAL	\$113.78	HOUSING UNIT
MULTI-FAMILY RESIDENTIAL	\$113.78	HOUSING UNIT
RETAIL	\$129.53	1,000 SQUARE FEET
INDUSTRIAL	\$91.06	1,000 SQUARE FEET
OFFICE	\$255.81	1,000 SQUARE FEET
HOTEL / MOTEL	\$77.55	1,000 SQUARE FEET

(B) FEES COLLECTED PURSUANT TO THIS SECTION MAY ONLY BE USED CONSISTENT WITH PROJECTS IDENTIFIED IN THE CITY'S MOST RECENT INFRASTRUCTURE IMPROVEMENT PLAN ("IIP"), AND FOR PURPOSES PERMITTED BY ARIZONA REVISED STATUTES SECTION 9-463.05.

(C) CHANGE OF USE: IN THE EVENT OF A CHANGE OF USE OF A STRUCTURE, THERE SHALL BE PAID TO THE CITY A DIFFERENTIAL DEVELOPMENT FEE REQUIRED IN SUBSECTION (A) OF THIS SECTION.

3-14-4 [RESERVED FOR FUTURE USE/PARKS] DEVELOPMENT FEES FOR PARKS:

~~(A) New residential construction within the city limits shall be assessed the sum of seven hundred fifteen dollars (\$715.00) per residential unit. (Ord. 4173, 11-27-2001, eff. 3-1-2002)~~

~~(B) Fees collected pursuant to this section may only be used for upgrades and expansions to existing capital facilities of the city park system, and additional capital facilities for the city park system, as may be authorized pursuant to Arizona Revised Statutes section 9-463.05. (Ord. 3310, 1-24-1995, eff. 4-24-1995)~~

3-14-5 DEVELOPMENT FEES FOR RECREATION:

~~(A) Reserved (Ord. 4173, 11-27-2001, eff. 3-1-2002; Ord. 4812-1212, eff. 12-22-2011)~~

~~(B) Fees collected pursuant to this section may only be used for upgrades and expansions to existing capital facilities of the city recreational system, and additional capital facilities for the city recreational system, as may be authorized pursuant to Arizona Revised Statutes section 9-463.05. (Ord. 3310, 1-24-1995, eff. 4-24-1995)~~

3-14-65 [RESERVED FOR FUTURE USE/LIBRARY]DEVELOPMENT FEES FOR LIBRARY:

~~(A) New residential construction within the city limits shall be assessed the sum of two hundred fifty three dollars (\$253.00) per residential unit. (Ord. 4173, 11-27-2001, eff. 3-1-2002)~~

~~(B) Fees collected pursuant to this section may only be used for upgrades and expansions to existing capital facilities of the city library system, and additional capital facilities for the city library system, as may be authorized pursuant to Arizona Revised Statutes section 9-463.05. (Ord. 3310, 1-24-1995, eff. 4-24-1995)~~

3-14-76 RESTRICTED USE OF FEES:

All development fees collected in accordance with this chapter shall be placed in a separate fund and accounted for separately, and may only be used for the purposes as set forth in this chapter. Notwithstanding the foregoing, the city council reserves the right to amend this chapter, subject to compliance with Arizona Revised Statutes section 9-463.05. (Ord. 3310, 1-24-1995, eff. 4-24-1995)

3-14-87 IMPOSITION OF FEES:

~~(A) All fees imposed pursuant to this chapter shall be payable in full prior to the issuance of AT THE TIME OF OBTAINING a building permit or permit for installation by the city of Prescott, OR AS OTHERWISE ALLOWED UNDER A VALID DEVELOPMENT AGREEMENT AND CONSISTENT WITH THE PROVISIONS OF ARIZONA REVISED STATUTES SECTION 9-463.05.~~

~~(B) The city manager and applicant for a building permit may agree upon the dedication of land or other capital improvements in lieu of a fee required pursuant to this chapter, provided that the value of such space and improvements, as determined by the city manager, is substantially equal to or greater than the amount of fee required by this chapter; and in the event the dedications referred to above do not substantially equal in value the amount of fees required by this chapter, as determined by the city manager, the city manager may accept such dedications in partial payment of such fees and collect the remainder thereof in cash. IN THE EVENT THAT AN OFF-SET OR AGREEMENT IS REACHED PURSUANT TO THIS SECTION, THE CITY SHALL REIMBURSE THE DEVELOPMENT FEE FUND IN AN AMOUNT EQUAL TO THE DEVELOPMENT FEE, CONSISTENT WITH ARIZONA REVISED STATUTES SECTION 9-463.05. (Ord. 3310, 1-24-1995, eff. 4-24-1995)~~

~~(C) The development fees in this chapter will automatically adjust for inflation using the Engineering News Record -- 20 City Construction Cost Index (ENR-CCI) on the first day of each fiscal year. The city shall provide public notice of the annual adjustments at least thirty days in advance of their effective date, pursuant to 9-463.05(F), as amended. (Ord. 4665, 10-28-2008, eff. 7-11-2009)~~

3-14-98 EXEMPTION FROM FEES:

The following shall be exempted from the payment of any fees imposed by this chapter:

(A) Alterations or expansions of existing residential structures where no additional residential units are created AND WHERE NO ADDITIONAL DEMAND FOR SERVICES IS CREATED BY THE ALTERATION OR EXPANSION.

(B) The residential construction of any accessory buildings or structures, provided that no additional residential units are created AND WHERE NO ADDITIONAL DEMAND FOR SERVICES IS CREATED BY THE ACCESSORY BUILDING OR STRUCTURES.

(C) The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use AND WHERE NO ADDITIONAL DEMAND FOR SERVICES IS CREATED BY THE NEW BUILDING OR STRUCTURE. (Ord. 3310, 1-24-1995, eff. 4-24-1995)

3-14-109 DETERMINATION OF CLASSIFICATION:

(A) In the event that it is unclear as to whether a proposed use of a structure is residential as defined in section 3-14-1 of this chapter, then and in that event the city manager is hereby empowered to designate the status of that structure or use, provided, however, that all future identical uses shall be accorded the same designation. Any such designation shall be deemed conclusive and final. (Ord. 3310, 1-24-1995, eff. 4-24-1995)

(B) THE CITY MANAGER IS AUTHORIZED TO DETERMINE THE BUSINESS CLASSIFICATION (RETAIL, INDUSTRIAL, OFFICE, AND/OR HOTEL/MOTEL) FOR APPLICATION OF NON-RESIDENTIAL DEVELOPMENT FEES.

3-14-1110 [RESERVED FOR FUTURE USE/STREETS] DEVELOPMENT FEES FOR STREETS:

~~(A) New residential construction within the city limits shall be assessed the sum of four hundred sixty nine dollars (\$469.00) per residential unit.~~

~~(B) Fees collected pursuant to this section may only be used for upgrades and expansions to existing city streets, and for the acquisition and/or construction of additional city streets, as may be authorized pursuant to Arizona Revised Statutes section 9-463.05. (Ord. 4173, 11-27-2001, eff. 3-1-2002)~~

3-14-12 DEVELOPMENT FEES FOR PUBLIC BUILDINGS:

~~(A) Reserved (Ord. 4812-1212, eff. 12-22-2011)~~

~~(B) Fees collected pursuant to this section may only be used for upgrades and expansions to existing public buildings, and the acquisition and/or construction of~~

~~additional public buildings which may be required, as may be authorized pursuant to Arizona Revised Statutes section 9-463.05. (Ord. 4173, 11-27-2001, eff. 3-1-2002)~~

3-14-1311 DEVELOPMENT FEES FOR WATER RESOURCES:

(A) All new construction to be connected to the city's water system, within or outside the City limits, shall be assessed the following development fee for water resources:

Meter (inches)	Size
5/8 x 3/4	\$ 4,944.71
1	8,257.73
1 1/2	16,465.84
2	26,355.26

METER SIZE	FEE
5/8-INCH	\$1,481.06
3/4-INCH	\$2,221.59
1-INCH	\$2,468.43
1.5-INCH	\$4,936.87
2-INCH	\$7,898.99
3-INCH	\$14,810.60
4-INCH	\$24,684.33
6-INCH	\$49,368.67
8-INCH	\$78,989.87

(B) In the event that a one inch meter is required solely as a result of a residential unit being equipped with an automatic fire sprinkler system, the development fee to be assessed pursuant to this section shall be based on a 5/8 x 3/4" meter size, provided, however, that this subsection shall not apply to residences 5,000 square feet or more in size.

(C) In the event that an upsizing of meter size is required as a result of remodeling, renovation or expansion of a structure, the development fee to be assessed pursuant to this Section shall be the difference between the CURRENT development fee for the upsized meter versus the CURRENT development fee for the existing meter.

~~(D) For water meters and/or service lines greater than two inches (2"), and for meters utilized for irrigation only, the development fees to be assessed pursuant to this section shall be determined by the Public Works Director on the basis of projected water use stated in gallons per day, using the following formula: Development fee = fee for (5/8 x 3/4") meter x (applicant's projected gallons per day [GPD] water use/residential~~

equivalent unit water use of 235 GPD).

(E) ~~For water meters for multi-family residential projects the development fee shall be calculated using the following formula: Water Resources Development Fee = (Water Resources Development Fee for 5/8" x 3/4" Meter) x (Number of Residential units) x 60%.~~

(FD) 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 PCC Section 2-1-12-(I).

(GE) Fees collected pursuant to this section may only be used for the acquisition, ~~operations and maintenance~~ of additional water resources, as IDENTIFIED IN THE CITY'S MOST RECENT INFRASTRUCTURE IMPROVEMENT PLAN ("IIP") ~~may be~~ AND authorized pursuant to Arizona Revised Statutes section 9-463.05.

(Ord. 4390, 4-13-04; Ord. 4523, 2-7-06, eff. 5-08-06; Ord. 4665, 10-28-2008, eff. 7-11-2009; Ord. 4665 suspended by Ord. 4721-1018, eff. 03-23-2010)

3-14-1412 DEVELOPMENT FEES FOR WATER SYSTEM IMPACTS:

(A) All new construction to be connected to the city's water system, within or outside the City limits shall be assessed the following development fee for water system impacts:

Meter- (inches)	Size- -
5/8 x 3/4	\$ 5,389.02
1	8,999.71
1 ½	17,945.39
2	28,723.43

WATER SERVICE AREA	5/8-INCH METER FEE
A	\$826.92
B	\$2,263.08
C	\$2,389.04
D	\$2,332.22
E	\$4,089.67
F	\$2,734.40
G	\$3,595.11
H	\$3,461.44
I	\$3,233.13
J	\$4,072.13

(B) WATER SYSTEM DEVELOPMENT FEES WILL BE INCREASED FOR 3/4-INCH AND LARGER METER SIZES BASED ON THE FOLLOWING TABLE:

METER SIZE	CAPACITY RATIO
5/8-INCH	1.000
3/4-INCH	1.500
1-INCH	1.667
1.5-INCH	3.333
2-INCH	5.333
3-INCH	10.000
4-INCH	16.667
6-INCH	33.333
8-INCH	53.333

(C) In the event that a one inch meter is required solely as a result of a residential unit being equipped with an automatic fire sprinkler system, the development fee to be assessed pursuant to this section shall be based on a 5/8 x 3/4" meter size, provided, however, that this subsection shall not apply to residences 5,000 square feet or more in size.

(D) In the event that an upsizing of meter size is required as a result of remodeling, renovation or expansion of a structure, the development fee to be assessed pursuant to this Section shall be the difference between the CURRENT development fee for the upsized meter versus the CURRENT development fee for the existing meter. ~~according to the fee schedule in effect at the time of the application for the upsized meter.~~

~~(D) For water meters and/or service lines greater than two inches (2"), and for meters utilized for irrigation only, the development fees to be assessed pursuant to this section shall be determined by the Public Works Director on the basis of projected water use stated in gallons per day, using the following formula: Development fee = (fee for 5/8 x 3/4") meter x (applicant's projected gallons per day [GPD] water use/residential equivalent unit water use of 235 GPD)~~

(E) The development fees to be assessed pursuant to this section shall be offset by any WATER SYSTEM IMPACT fees paid by an applicant pursuant to PCC Section 2-1-12-(I).

(F) Fees collected pursuant to this section may only be used for purposes related to the City's water production, treatment, transmission and distribution system, as IDENTIFIED IN THE CITY'S MOST RECENT INFRASTRUCTURE IMPROVEMENT PLAN ("IIP") ~~may be~~ AND authorized pursuant to Arizona Revised Statutes sSection 9-463.05, as amended.

3-14-1513 ~~RESERVED FOR FUTURE USE~~ DEVELOPMENT FEES FOR WASTEWATER IMPACTS

(Ord. 4665, 10-28-2008, eff. 7-11-2009; Ord. 4665 suspended by Ord. 4721-1018, eff. 03-23-2010)

(A) ALL NEW CONSTRUCTION TO BE CONNECTED TO THE CITY'S WASTEWATER SYSTEM, WITHIN OR OUTSIDE THE CITY LIMITS SHALL BE ASSESSED THE FOLLOWING DEVELOPMENT FEE FOR WASTEWATER SYSTEM IMPACTS:

WASTEWATER SERVICE AREA	5/8-INCH METER FEE
A	\$192.75
B	\$3,324.51
C	\$2,156.40
D	\$2,055.41
E	\$3,324.51
F	\$3,407.20
G	\$3,562.13
H	\$3,361.17
I	\$1,988.71

(B) WASTEWATER SYSTEM DEVELOPMENT FEES WILL BE INCREASED FOR 3/4-INCH AND LARGER METER SIZES BASED ON THE FOLLOWING TABLE:

METER SIZE	CAPACITY RATIO
5/8-INCH	1.000
3/4-INCH	1.500
1-INCH	1.667
1.5-INCH	3.333
2-INCH	5.333
3-INCH	10.000
4-INCH	16.667
6-INCH	33.333
8-INCH	53.333

(B) IN THE EVENT THAT A ONE INCH METER IS REQUIRED SOLELY AS A RESULT OF A RESIDENTIAL UNIT BEING EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM, THE DEVELOPMENT FEE TO BE ASSESSED PURSUANT TO THIS SECTION SHALL BE BASED ON A 5/8" METER SIZE, PROVIDED, HOWEVER, THAT THIS SUBSECTION SHALL NOT APPLY TO RESIDENCES 5,000 SQUARE FEET OR MORE IN SIZE.

(C) IN THE EVENT THAT AN UPSIZING OF METER SIZE IS REQUIRED AS A RESULT OF REMODELING, RENOVATION OR EXPANSION OF A STRUCTURE, THE DEVELOPMENT FEE TO BE ASSESSED PURSUANT TO THIS SECTION SHALL BE THE DIFFERENCE BETWEEN THE CURRENT DEVELOPMENT FEE FOR THE UPSIZED METER VERSUS THE CURRENT DEVELOPMENT FEE FOR THE EXISTING METER.

(D) FEES COLLECTED PURSUANT TO THIS SECTION MAY ONLY BE USED FOR PURPOSES RELATED TO THE CITY'S WASTEWATER TREATMENT AND COLLECTIONS SYSTEM, AS IDENTIFIED IN THE CITY'S MOST RECENT INFRASTRUCTURE IMPROVEMENT PLAN ("IIP") AND AUTHORIZED PURSUANT TO ARIZONA REVISED STATUTES SECTION 9-463.05.

3-14-14: NON-REFUNDABLE DEVELOPMENT FEES

(A) THERE WILL NO MONETARY OR EQUITABLE PAYOUT BY THE CITY IN THE EVENT THAT THE DIFFERENTIAL BETWEEN THE CURRENT DEVELOPMENT FEE AND PAST DEVELOPMENT FEE PAID FOR BY AN APPLICANT YIELDS A CREDIT.

(B) THE PAYMENT OF DEVELOPMENT FEES ARE NON-REFUNDABLE.

3-14-15: NON-TRANSFERABILITY OF DEVELOPMENT FEES

(A) ALL DEVELOPMENT FEES PAID PURSUANT TO THE PRESCOTT CITY CODE SHALL APPLY TO THE REAL PROPERTY UPON WHICH THE STRUCTURE IS LOCATED.

(B) DEVELOPMENT FEES ARE NOT TRANSFERABLE BETWEEN PROPERTIES.

(C) DEVELOPMENT FEES SHALL APPLY TO A SINGLE PROPERTY AND MAY NOT BE TRANSFERRED BETWEEN PROPERTIES.

SECTION 4. This Ordinance shall have a delayed effective date of August 1, 2014, as required by Arizona Revised Statutes Section 9-463.05.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

MEETING DATE/TYPES: VOTING SESSION 6-24-14

DEPARTMENT: Recreation Services

AGENDA ITEM: Adoption of Resolution No. 4230-1439 approving an Intergovernmental Agreement with Yavapai County for public trail easements (City Contract No. 2014-195); and adoption of Ordinance No. 4888-1426 accepting donated rights-of-way for the City's trail system

Approved By:		Date:
Director:	Baynes, Joe	06/10/2014
City Manager:	McConnell, Craig	06/18/2014

Item Summary

This item requests adoption of a resolution approving an Intergovernmental Agreement (IGA) between the City and Yavapai County for City-requested public trail easements to benefit the City's Mile-High Trail System. Additionally, this item requests adoption of an ordinance to accept various real property interests (i.e., donated rights-of-way in the forms of public trail easements, revocable license agreements, and one fee simple land donation) from Yavapai County pursuant to the IGA. The real property interests are being donated, with the City's costs limited to internal surveying expenses of the City's Public Works Department, title and escrow costs for the land donation, mailings, maps reproduction, and Yavapai County Recorder's fees.

Background

The IGA provides for the granting of public trail easements, and references specific exhibits. These public trail easements are found on Yavapai County-owned lands south of Prescott Lakes Parkway and near their Fair Street complex and Miller Creek to benefit the 50-mile Prescott Circle Trail, and the Greenways trails. Specifically, the Yavapai County Board of Supervisors reviewed and approved the IGA and associated easements on March 3, 2014. Execution of this IGA complements Council action on the prospective acceptance of the donations, to be made through adoption of Ordinance No. 4888-1426, included herewith.

A public trail right-of-way allows a property owner and the City to mutually agree upon a location for the trail, and uses a land survey to specify an exact location and legal description. Common mechanism for establishing the rights-of-way for City trail have been

Agenda Item: Adoption of Resolution No. 4230-1439 approving an Intergovernmental Agreement with Yavapai County for public trail easements (City Contract No. 2014-195); and adoption of Ordinance No. 4888-1426 accepting donated rights-of-way for the City's trail system

public trail easements, revocable license agreements, land donations, and land exchanges. After a right-of-way has been established through a formal agreement, the City constructs the trail, and assumes responsibility, maintenance, and management for the defined trail corridor.

Prescott's Greenways

This system consists of creek corridors interior to Prescott providing non-motorized recreational and transportational trails connecting neighborhoods, parks, schools, businesses, museums and tourism destinations. These trails provide numerous public benefits including health, fitness, recreation, social, and transportation purposes for bicycling and walking. The success of Prescott's Greenways thus far is in substantial part attributable to both the generosity of the private property owners, and the partner non-profit organizations working with the City to develop the trail system.

Phase I - The West Granite Creek Park Master Plan was adopted in 2000 to provide the foundation for the Greenways effort. Using City Bed Tax revenues, the Recreation Services Department partnered with Prescott Alternative Transportation, Prescott Creeks, a dedicated group of volunteers, and the Open Space Alliance, to construct Phase I. This first phase included trails, bridges, benches, lights, educational signage, and formal access points in order to connect parks, businesses, neighborhoods, and schools. Phase I, consisting of predominately City-owned creek corridors which expedited trail construction, was completed in early 2001.

Phase II - Phase II determined locations for trails along Miller and Granite Creeks, and involved considerable private property, requiring various mechanisms to provide public access. Upon securing necessary rights-of-way, trails in this area were completed in mid-2009. Trails in both Phases I and II receive significant daily use, providing important connections throughout downtown Prescott.

Phase III (current phase) - In late 2004, the City Council approved four public trail easements, one ¼-acre land donation, and one land exchange along the Miller Creek Corridor, with additional rights-of-way needed for a continuous corridor.

The FY14 Budget included \$25,000 from the 1% Streets and Open Space Fund to facilitate completion of Phase III rights-of-way, for which costs include survey work, title and escrow fees, and development of maps and informational materials.

Agenda Item: Adoption of Resolution No. 4230-1439 approving an Intergovernmental Agreement with Yavapai County for public trail easements (City Contract No. 2014-195); and adoption of Ordinance No. 4888-1426 accepting donated rights-of-way for the City's trail system

In early 2013, Recreation Services initiated dialogue with specific land owners toward the goal of obtaining additional public trail easements on a donation basis. Numerous discussions followed to determine the mechanism most agreeable to each property owner, to include location as defined in a legal description. The Greenways properties included within this agenda item, combined with the rights-of-way approved in 2004, will provide a continuous corridor along Miller Creek. Acceptance of the rights-of-way in the Greenways area will provide a continuous corridor for constructing the Miller Creek Trail of Prescott's Greenways upstream (northwest) to the Prescott Rodeo Grounds. This phase also makes progress in connecting the Prescott College campus along Butte Creek to the overall trail system. These proposed trail corridors provide an off-street walking and bicycling opportunity under the shade canopy of Miller and Butte Creeks.

Prescott Circle Trail

Envisioned over 20 years ago by the Yavapai Trails Association, the Prescott Circle Trail contemplates a 50-mile recreation trail encircling Prescott. This joint effort by the Prescott National Forest, City of Prescott, and Yavapai Trails Association, with assistance from Arizona Game & Fish Department, Embry-Riddle Aeronautical University, the International Mountain Bike Association, Yavapai County, Prescott Mountain Bike Alliance, Arizona State Parks, and numerous other non-profit organizations, is nearing completion. Acceptance of this right-of-way provides a connection between City-owned lands near Sun Dog Ranch Road, and State Trust Lands south of Prescott Lakes Parkway, closing a significant gap in the 50-mile trail.

Rights-of-way Proposed for Acceptance

Parcels, owners, and mechanisms according to geographic location.

Prescott's Greenways – Miller Creek (South to North)

Parcel	Owner	Mechanism
113-07-070	WTBP, LLC	License Agreement
113-07-023E	Elk Investment Properties, LLC	License Agreement
113-07-023A	Charles & Alice Kring	Trail Easement
113-07-025A	Carl's Jr. Restaurants LLC	Trail Easement
113-07-028B, 113-07-039, 113-07-032A	Miller Valley Realty, LLC (Ted Lamb)	Fee Simple Land Donation
113-07-039A, 113-07-037	Yavapai County	Trail Easement

Agenda Item: Adoption of Resolution No. 4230-1439 approving an Intergovernmental Agreement with Yavapai County for public trail easements (City Contract No. 2014-195); and adoption of Ordinance No. 4888-1426 accepting donated rights-of-way for the City's trail system

Prescott's Greenways – Butte Creek (Westbound)

Parcel	Owner	Mechanism
113-09-047C	BEC Landholdings, LLC	License Agreement
113-09-056, 113-09-038, 113-10-011D	Prescott College	Trail Easement

Prescott Circle Trail

Parcel	Owner	Mechanism
105-06-006A, 105-06-005F	Yavapai County	Trail Easement

Financial Impact

The City's costs relative to the acquisition of trail rights-of-way will consist of internal surveying costs (by the City's Public Works Department), title and escrow costs for the the land donation, mailings, maps reproduction, and Yavapai County Recorder's fees.

Most of the maintenance of the City's trail system is performed by volunteers and/or community restitution crews. Program administration and other minor supplemental expenses are budgeted yearly by the Recreation Services Department in the General Fund.

Attachments

1. Resolution No. 4230-1439 (approving the IGA with Yavapai County)
2. Intergovernmental Agreement & Associated Easements & Legal Descriptions
 - Public Trail Easement #1 & Exhibits A, B, & C
 - Public Trail Easement #2 & Exhibits A & B
3. Location Map - Yavapai County – Easement near County Fair Street Complex
4. Location Map - Yavapai County – Easement near Prescott Lakes Parkway
5. Ordinance No. 4888-1426 (accepting all private and Yavapai County-granted rights-of-way/properties)
6. Specific Agreements & Legal Descriptions According to Ordinance
 - Parcel #'s 113-07-028B & 113-07-039 Owner - Miller Valley Realty, LLC
 - Parcel # 113-07-023A Owner - Charles & Alice Kring
 - Parcel # 113-07-025A Owner - Carl's Jr. Restaurants LLC
 - Parcel #'s 113-07-039A, 113-07-037, 113-07-032A Owner - Yavapai County
 - Parcel #'s 113-09-056, 113-09-038, 113-10-011D Owner - Prescott College
 - Parcel #'s 105-06-005F & 105-06-006A Owner - Yavapai County
 - Parcel # 113-07-070 Owner - WTBP, LLC
 - Parcel # 113-07-023E Owner - Elk Investment Properties, LLC
 - Parcel # 113-09-047C Owner - BEC Landholdings, LLC
7. Aerial Photo - Greenways Phase III – Owners donating rights-of-way

Agenda Item: Adoption of Resolution No. 4230-1439 approving an Intergovernmental Agreement with Yavapai County for public trail easements (City Contract No. 2014-195); and adoption of Ordinance No. 4888-1426 accepting donated rights-of-way for the City's trail system

Recommended Action (separate motions): (1) MOVE to adopt Resolution No. 4230-1439; and **(2) MOVE to** adopt Ordinance No. 4888-1426.

RESOLUTION NO. 4230-1439 _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND YAVAPAI COUNTY FOR TRAIL EASEMENTS.

RECITALS:

WHEREAS, the City of Prescott ("City") and Yavapai County ("County") have authority to enter into this Intergovernmental Agreement ("IGA") pursuant to Article I, Section 3 of the Prescott City Charter, A.R.S. §9-240, and A.R.S. §11-952; and

WHEREAS, the above-referenced public entities desire to enter into an IGA that would allow the City to have an access easement over certain County properties for use as a recreational trail by members of the public; and

WHEREAS, the County, through its Board of Supervisors, approved entering into this IGA with the City, on March 3, 2014.

WHEREAS, it is in the best interests of the City of Prescott, and will serve the health, safety and welfare of the citizens of Prescott, to enter into an IGA with the County and to accept the grant of easements under the terms and conditions set forth in the IGA.

ENACTMENTS:

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

Section 1. THAT the City hereby authorizes entering into an IGA with the County, Exhibit 1 attached hereto, that grants trail easements to the City as described therein.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the IGA between the City and the County referenced in Section 1 of the "Enactments" of this Resolution, and to take any and all steps deemed necessary to accomplish same.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

Intergovernmental Agreement for Public Trail Easements – City Contract No. 2014-195

INTERGOVERNMENTAL AGREEMENT

TRAIL EASEMENT

THIS AGREEMENT, made this 3rd day of March, 2014, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona ("County"), and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, ("City") ("Parties"),

RECITALS

WHEREAS, the County is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 et seq.; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to its Charter, Article I, Section 3 entitled, "Powers of City" and A.R.S. § 11-952 et seq.; and,

WHEREAS, the County owns and controls property located within the corporate limits of the City located near Fair Street as fully described in Exhibits "A", "B" and "C" to this Agreement ("County Property"); and,

WHEREAS, the City has proposed that the County grant an access easement over and across the County Property ("Trail Easement") as more fully described in Exhibits "A", "B" and "C" for use as a recreational trail by members of the public residing within and without the City; and

WHEREAS, the Parties have determined that it is to their mutual benefit to enter into an agreement whereby the County grants to the City an easement over the County Property for use as a public recreational trail;

NOW, THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS;

1. Grant of Easement. The County hereby agrees to execute a non-exclusive, revocable grant of the Trail Easement, in substantially the form as set forth in Exhibit "D" to this Agreement, to the City for the purpose of the construction, maintenance and operation of a public recreational trail.

2. Use of the Trail Easement. It is understood and agreed that the Trail Easement shall be used solely for construction, maintenance and operation of a public recreational trail.

3. Rights Reserved. The County retains the right to occupy and use the County Property, inclusive of the Trail Easement, in any lawful manner not unreasonably interfering with the rights of the City's enjoyment of the benefits of this Easement Agreement.

4. Ongoing Improvements, Maintenance and Repair. During the initial term of this Agreement or renewals thereof, the City shall perform, or cause to be performed, improvements,

maintenance and/or repairs as necessary to maintain the Trail Easement in an neat, clean, sanitary and safe condition.

5. Insurance. The City will obtain and maintain policies of insurance of such kinds and in such amounts as required to protect the City and the County from claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and the costs of appellate proceedings) related to, arising from, or alleged to have arisen from the construction, maintenance, repair, operation or utilization of the Trail Easement by the City, its officers, officials, contractors or agents. For purposes of this Agreement the City shall obtain and maintain commercial general liability insurance with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Said insurance shall designate the County as an additional insured. On or before the effective date of this Agreement the City will provide to the County certificates of insurance and such other documentation as the County may specify confirming the coverage limits and terms required pursuant to this Agreement. At least 15 days prior to any material change in the forms or amounts of coverage or any change in carriers providing such coverage, the City shall provide written notification to the County of such change.

6. Indemnification. The City shall defend, indemnify and hold harmless the County, its agents, officers, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and the costs of appellate proceedings) related to, arising from, or alleged to have arisen from the construction, maintenance, repair, operation or utilization of the Trail Easement by the City, its officers, officials, contractors or agents.

7. Term of Agreement. The initial term of this Agreement shall commence March 31st 2014 and shall expire on June 30, 2024. Thereafter, it shall automatically renew in successive ten-year terms unless written notice of intent not to renew is provided by either Party not less than 60 days prior to the expiration of the then-current term. It is understood and agreed that the Insurance and Indemnification provisions as set forth in Sections 5 and 6 of this Agreement shall survive the termination or non-renewal of this Agreement for all claims, damages, losses and expenses incurred during the term(s) of the Agreement.

8. Termination. Notwithstanding the provisions of Section 7 of this Agreement, the Agreement may be terminated prior to the date of expiration of the initial term or any renewal term as follows:

a. Termination by Mutual Agreement. This Agreement may be terminated at any time by the mutual written agreement of the Parties.

b. Termination for Convenience. This Agreement may be terminated by either Party by delivery of written notice of intent to terminate pursuant to this subsection at least 180 days prior to the designated date of termination.

c. Termination for Breach. In the event of an alleged breach of this Agreement by either Party, the Party claiming Breach shall provide written notice of said breach and a Demand to Cure to the other Party, and shall include a statement of the facts giving rise to the allegations of Breach. The Party alleged to have been in breach shall have 15 days following receipt of the notice and Demand to Cure to cure said breach. In the event that the alleged breach is not cured within the specified time for cure, the Party claiming breach may terminate the Agreement without further notice to the other Party.

9. Disposition of Property Upon Termination or Non-Renewal. The Parties agree that unless otherwise agreed by the Parties in writing the City shall, within 15 days following the effective date of the termination or non-renewal of this Agreement, remove all improvements placed on the Trail Easement pursuant to this Agreement and restore the Trail Easement to its original condition. Within 45 days following the effective date of the termination or non-renewal of this Agreement the City shall convey to the County all of their right, title and interest in the Trail Easement.

10. Conflicts of Interest. This agreement is subject to the provisions of A.R.S. § 38-511 pertaining to conflicts of interest which are hereby incorporated herein.

11. Compliance with Federal and State Immigration Laws. The Parties hereby warrant that they will at all times during the term of this contract comply with all federal immigration laws applicable to their respective employees, and with the requirements of A.R.S. §23-214(A).

12. Notices. Notices sent pursuant to this Agreement shall be sent by certified mail, postage prepaid to the following addresses:

City:

City of Prescott
Attn: City Manager
201 S. Cortez
Prescott, AZ 86303

County:

Yavapai County
Attn: County Administrator
1015 Fair St.
Prescott, AZ 86305

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof. No modifications to the terms or conditions of the Agreement shall be binding upon the Parties unless evidenced by a supplemental or substitute written agreement signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed and effective as of the date specified at the beginning of this Agreement.

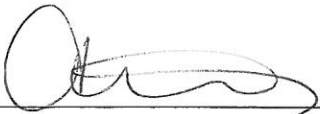
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COUNTY: Yavapai County

By  3/10/14
Chairman, Board of Supervisors Date

ATTEST:

 3/6/14
Clerk, Board of Supervisors Date

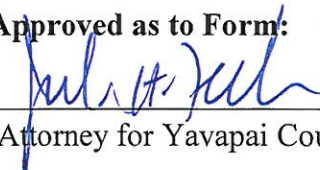
CITY: City of Prescott

By _____
_____ Date

ATTEST:

City Clerk Date

Approved as to Form:

 3-6-14
Attorney for Yavapai County Date

Approved as to Form:

Attorney for City of Prescott Date

IGA - Public Trail Easement No. 1 with Yavapai County near Yavapai County Fair Street Complex (with associated Exhibits A, B, & C)

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, Yavapai County, a political subdivision of the State of Arizona, hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "City", its successors or assigns, a fifteen-foot wide non-exclusive easement with the right of ingress and egress over and through same, said easement more particularly described in the attached Exhibits "A", "B" and "C", and subject to the following conditions:

The duration and use of said easement is governed by the terms and conditions of the Intergovernmental Agreement attached hereto as Exhibit "D" and by reference made a part hereof, including any amendments, renewals, or other changes in the terms and conditions of the Intergovernmental Agreement.

The City shall keep said easement in a good and safe condition, and free from trash, waste and other debris.

This easement shall run with the land, and shall be continue unless earlier abandoned or vacated by the Grantee or terminated by the Grantor pursuant to the terms and conditions of the Intergovernmental Agreement between Yavapai County and the City of Prescott governing the duration and use of the easement. Grantor agrees not to obstruct or construct any buildings or other improvements upon said easement.

DATED this 3 day of March, 2014.

GRANTOR:

By: 
Rowle P. Simmons
Chairman of the Board of Supervisors

ACCEPTED AND AGREED TO by the Mayor and Council of the City of Prescott this _____ day of _____, 2014.

City of Prescott

MARLIN KUYKENDALL, Mayor

ATTEST:

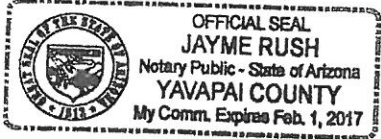
APPROVED AS TO FORM:

DANA DELONG
City Clerk

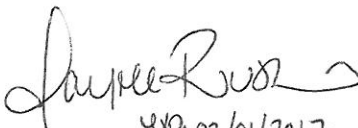
JON PALADINI
Prescott City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 10 day of March, 2014, by Rowle P. Simmons, Chairman of the Board of Supervisors, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.



[Seal]


Notary Public ^{exp. 02/01/2017}

STATE OF ARIZONA)
) ss.
County of Yavapai)

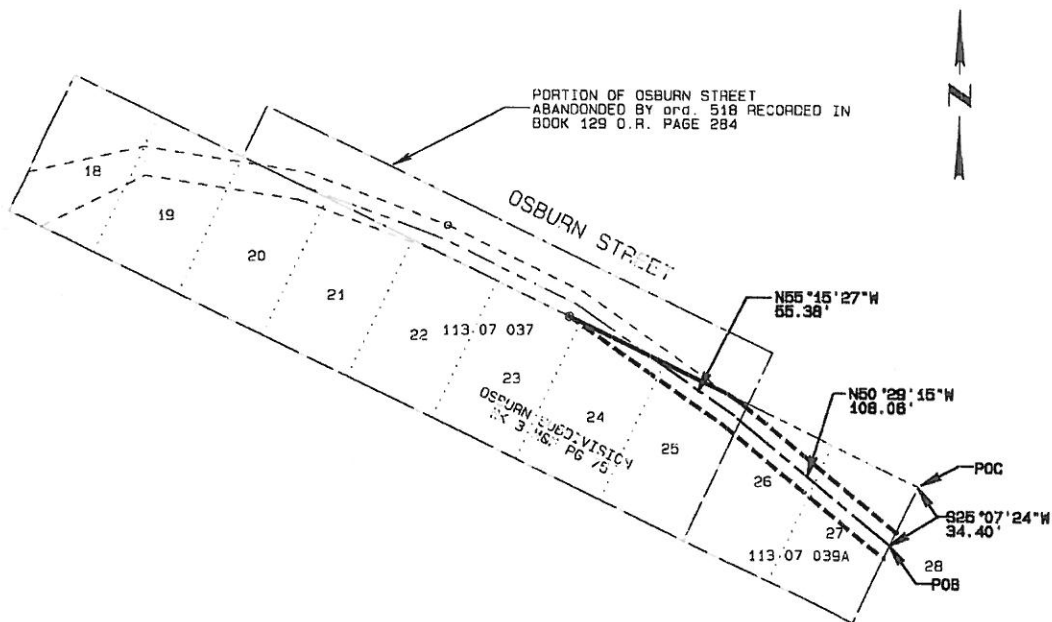
The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Marlin Kuykendall, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

EXHIBIT 'A'

15' TRAIL EASEMENT



AREA = 2,451.6 SQ.FT

EXHIBIT 'A'

15 FOOT WIDE TRAIL EASEMENT

A 15.00 foot wide Trail Easement, over a portion of that certain parcel described as Parcel 1 in Book 4319 of Official Records, at Page 540, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line described as follows:

Commencing from the Northeast corner of said parcel, said point also being the Northeast corner of Lot 27 of the Osburn Subdivision, as recorded in Book 3 of Maps and Plats Page 75, on file at said Yavapai County Recorder, Thence S25°07'24"W along the Easterly line of Lot 27, a distance of 34.40 feet to the Point of Beginning;

Thence N50°29'15"W, a distance of 108.06 feet;

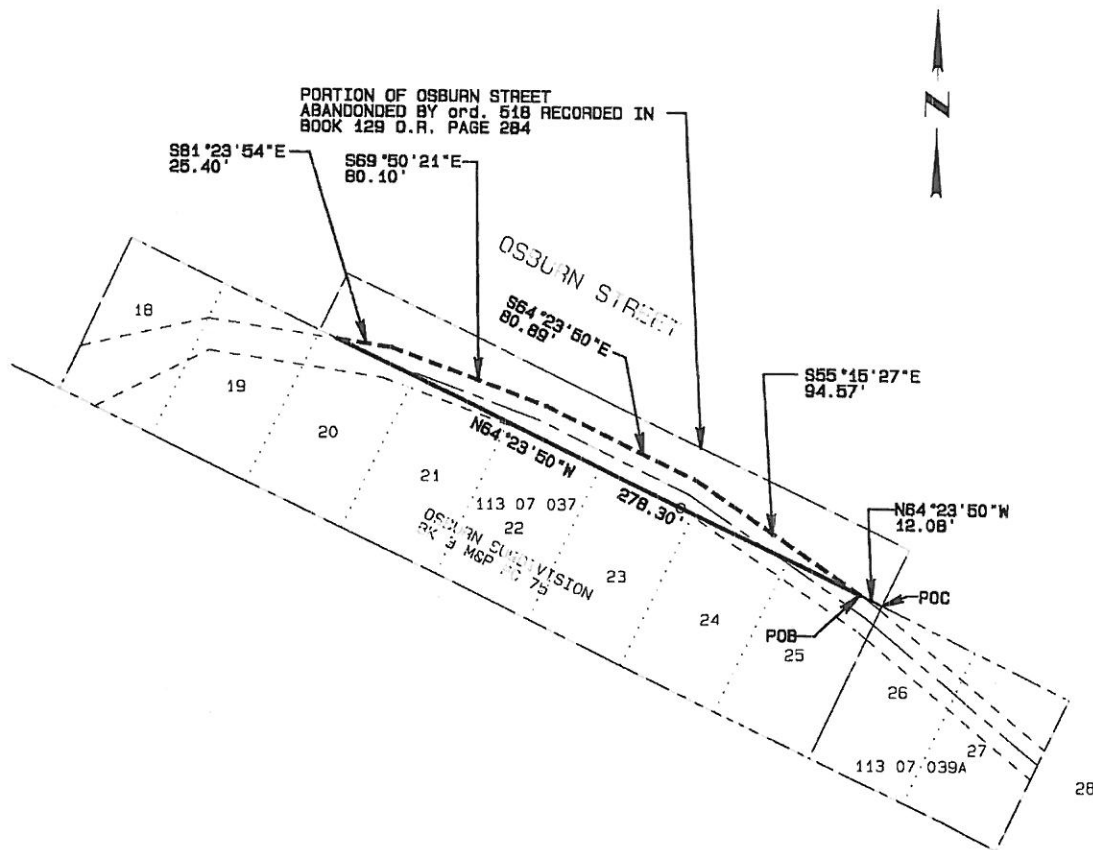
Thence N55°15'27"W, a distance of 55.38 feet, to a point of the Northerly line of Lot 24 of said Osborn Subdivision, said point being the terminus of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above center lines begins and ends.

Containing 2,451.6 square feet more or less.

EXHIBIT 'B'

TRAIL EASEMENT



AREA = 2901.8 SQ.FT

EXHIBIT 'B'
TRAIL EASEMENT

A portion of the abandoned right-of-way of Osburn Street as abandoned by Ordinance No. 518 and conveyed by the City of Prescott by Deed recorded in Book 129 of Official Records Page 284, on file in the Office of the Yavapai County Recorder, Yavapai County, more particularly described as follows:

Commencing from the Southeast corner of said parcel, thence N64°23'50"W, along the South line of said parcel a distance of 12.08 feet to the Point of beginning;

Thence continuing N64°23'50"W, along the South line of said parcel a distance of 278.30 feet;

Thence S81°23'54"E, a distance of 25.40 feet;

Thence S69°50'21"E, a distance of 80.10 feet;

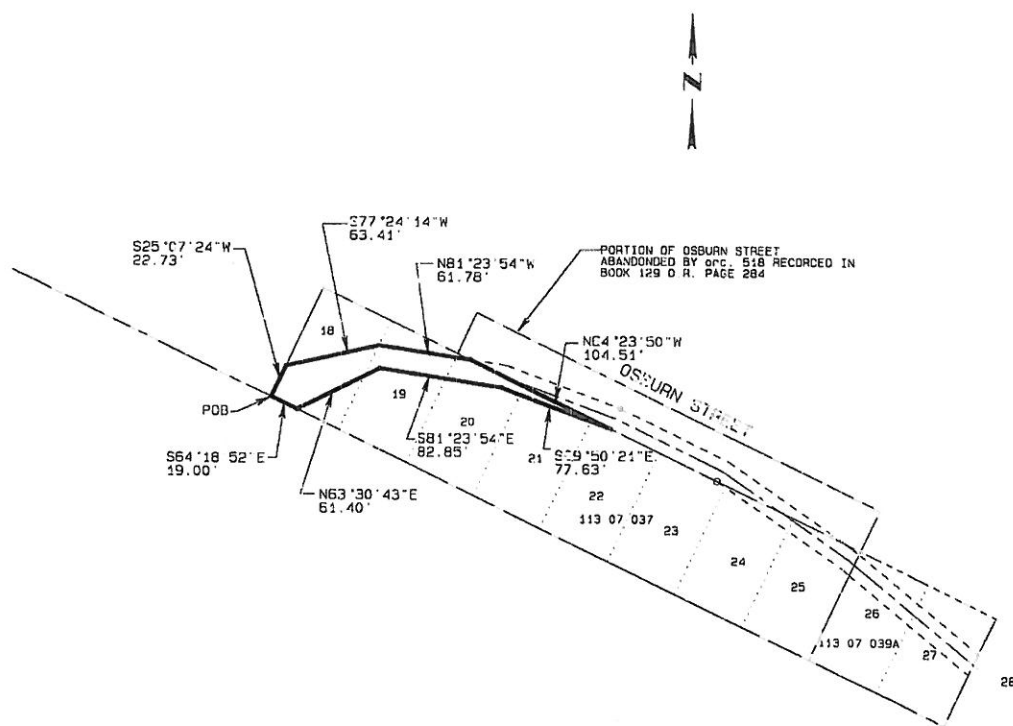
Thence S64°23'50"E, a distance of 80.89 feet;

Thence S55°15'27"E, a distance of 94.57 feet to the Point of Beginning.

Containing 2901.8 square feet more or less.

EXHIBIT 'C'

TRAIL EASEMENT



AREA = 3,055.3 SQ.FT

EXHIBIT 'C'
TRAIL EASEMENT

A portion of that certain parcel described as Parcel 1 in Book 4319 of Official Records, at Page 540, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, more fully described as follows:

Beginning at the Southwest corner of said parcel, said point also being the Southwest corner of Lot 18 of Osburn Subdivision, as recorded in Book 3 of Maps and Plats Page 75, on file at said Yavapai County Recorder, Thence S64°18'52"E, along the Southerly line of said Parcel 1 a distance of 19.00 feet;

Thence N63°30'43"E, a distance of 61.40 feet;

Thence S81°23'54"E, a distance of 82.85 feet;

Thence S69°50'21"E, to the Northerly line of said Parcel 1, a distance of 77.63 feet;

Thence N64°23'50"W, along the said Northerly line a distance of 104.51 feet;

Thence N81°23'54"W, a distance of 61.78 feet;

Thence S77°24'14"W, to the Westerly line of said Parcel 1, a distance of 63.41 feet;

Thence S25°07'24"W, along the said Westerly line a distance of 22.73 feet, to the Point of Beginning.

Containing 3,055.3 square feet more or less.

IGA - Public Trail Easement No. 2 with Yavapai County near Prescott Lakes Parkway (with associated Exhibits A & B)

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, Yavapai County, a political subdivision of the State of Arizona, hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "City", its successors or assigns, a fifteen-foot wide non-exclusive easement with the right of ingress and egress over and through same, said easement more particularly described in the attached Exhibits "A" and "B", and subject to the following conditions:

The duration and use of said easement is governed by the terms and conditions of the Intergovernmental Agreement attached hereto as Exhibit "C" and by reference made a part hereof, including any amendments, renewals, or other changes in the terms and conditions of the Intergovernmental Agreement.

The City shall keep said easement in a good and safe condition, and free from trash, waste and other debris.

This easement shall run with the land, and shall be continued unless earlier abandoned or vacated by the Grantee or terminated by the Grantor pursuant to the terms and conditions of the Intergovernmental Agreement between Yavapai County and the City of Prescott governing the duration and use of the easement. Grantor agrees not to obstruct or construct any buildings or other improvements upon said easement.

DATED this 3rd day of March, 2014.

GRANTOR:

By: 
Rowle P. Simmons
Chairman of the Board of Supervisors

ACCEPTED AND AGREED TO by the Mayor and Council of the City of Prescott this _____ day of _____, 2014.

City of Prescott

MARLIN KUYKENDALL, Mayor

ATTEST:

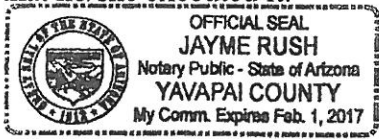
APPROVED AS TO FORM:

DANA DELONG
City Clerk

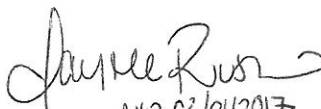
JON PALADINI
Prescott City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 10 day of March, 2014, by Rowle P. Simmons, Chairman of the Board of Supervisors, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.



[Seal]


exp 02/01/2017
Notary Public

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Marlin Kuykendall, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

IGA – Exhibit A to Public Trail Easement No. 2 - Parcel #105-06-005F

EXHIBIT 'A'
15 FOOT WIDE TRAIL EASEMENT

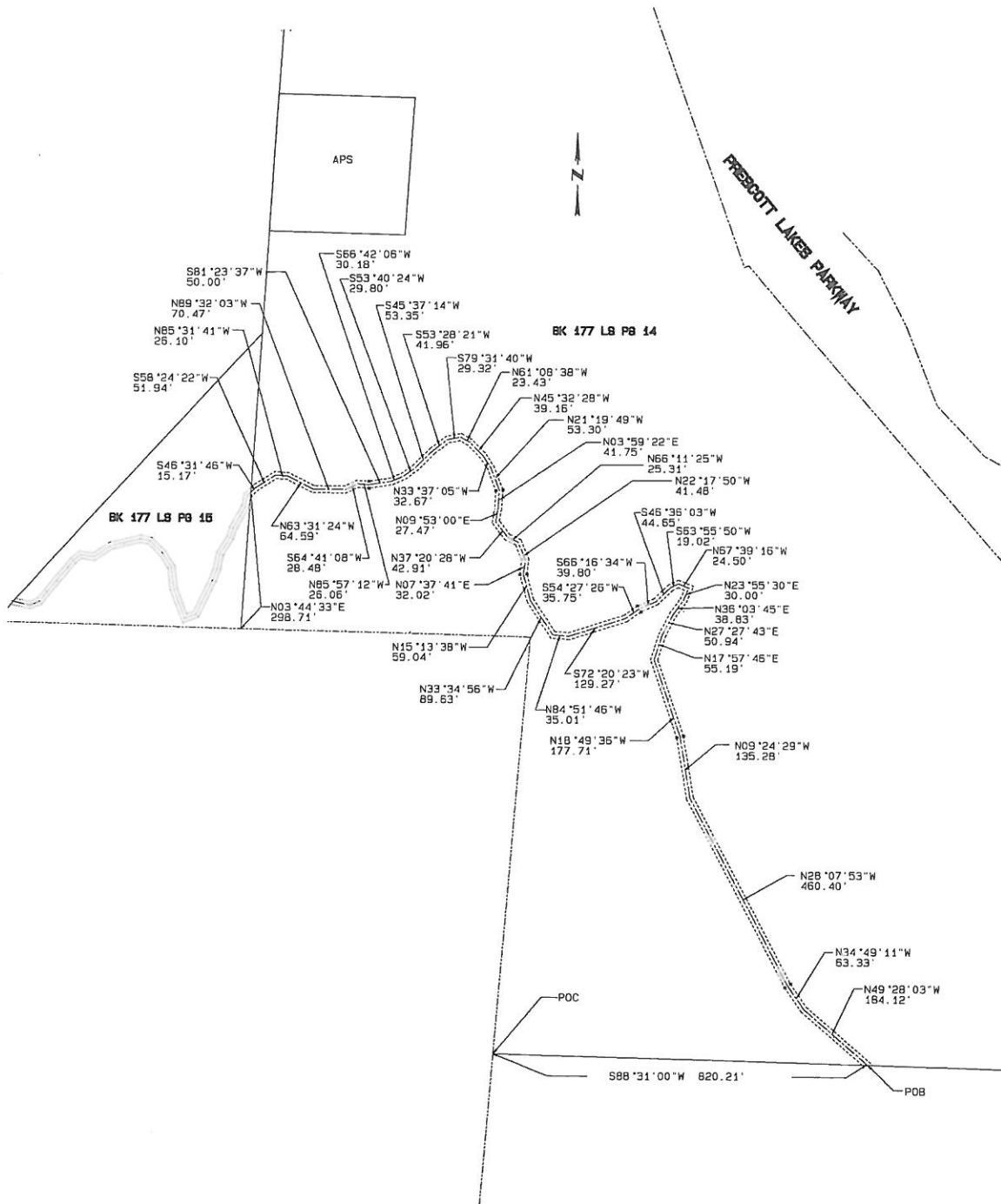


EXHIBIT 'A'

15 FOOT WIDE TRAIL EASEMENT

105-06-005F

A 15 foot wide Trail Easement over a portion of that certain parcel described as Parcel 2 in Book 4543 of Official Records, at Page 466, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line described as follows:

Commencing from the Southwest corner of said Parcel 2, Thence S88°31'00"E, (recorded as S88°30'51"E) along the South line of said parcel a distance of 820.21, to the Point of Beginning;

Thence N49°28'03"W, a distance of 184.12 feet;

Thence N34°49'11"W, a distance of 63.33 feet;

Thence N28°07'53"W, a distance of 460.40 feet;

Thence N09°24'29"W, a distance of 135.28 feet;

Thence N18°49'36"W, a distance of 177.71 feet;

Thence N17°57'46"E, a distance of 55.19 feet;

Thence N27°27'43"E, a distance of 50.94 feet;

Thence N36°03'45"E, a distance of 38.83 feet;

Thence N23°55'30"E, a distance of 30.00 feet;

Thence N67°39'16"W, a distance of 24.50 feet;

Thence S63°55'50"W, a distance of 19.02 feet;

Thence S46°36'03"W, a distance of 44.65 feet;

Thence S66°16'34"W, a distance of 39.80 feet;

Thence S54°27'26"W, a distance of 35.75 feet;

Thence S72°20'23"W, a distance of 129.27 feet;

Thence N84°51'46"W, a distance of 35.01 feet;

Thence N33°34'56"W, a distance of 89.63 feet;

Thence N15°13'38"W, a distance of 59.04 feet;

Thence N07°37'41"E, a distance of 32.02 feet;

Thence N22°17'50"W, a distance of 41.48 feet;

Thence N66°11'25"W, a distance of 25.31 feet;

Thence N37°20'28"W, a distance of 42.91 feet;

Thence N09°53'00"E, a distance of 27.47 feet;

Thence N03°59'22"E, a distance of 41.75 feet;

Thence N21°19'49"W, a distance of 53.30 feet;

Thence N33°37'05"W, a distance of 32.67 feet;

Thence N45°32'28"W, a distance of 39.16 feet;

Thence N61°08'38"W, a distance of 23.43 feet;

Thence S79°31'40"W, a distance of 29.32 feet;

Thence S53°28'21"W, a distance of 41.96 feet;

Thence S45°37'14"W, a distance of 53.35 feet;

Thence S53°40'24"W, a distance of 29.80 feet;

EXHIBIT 'A'
CONTINUED

Thence S66°42'06"W, a distance of 30.18 feet;
Thence S81°23'37"W, a distance of 50.00 feet;
Thence N85°57'12"W, a distance of 26.06 feet;
Thence S64°41'08"W, a distance of 28.48 feet;
Thence N89°32'03"W, a distance of 70.47 feet;
Thence N63°31'24"W, a distance of 64.59 feet;
Thence N85°31'41"W, a distance of 26.10 feet;
Thence S58°24'22"W, a distance of 51.94 feet;
Thence S46°31'46"W, a distance of 15.17 feet, to a point on the West boundary of said Parcel 2, and the East boundary of 'Parcel A' as recorded in the RECORD OF SURVEY, in Book 177 Maps and Plats Page 15, on file at said Yavapai County Recorder, said point being the terminus of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above center lines begins and ends.

IGA – Exhibit B to Public Trail Easement No. 2 - Parcel #105-06-006A

EXHIBIT 'B'

15 FOOT WIDE TRAIL EASEMENT

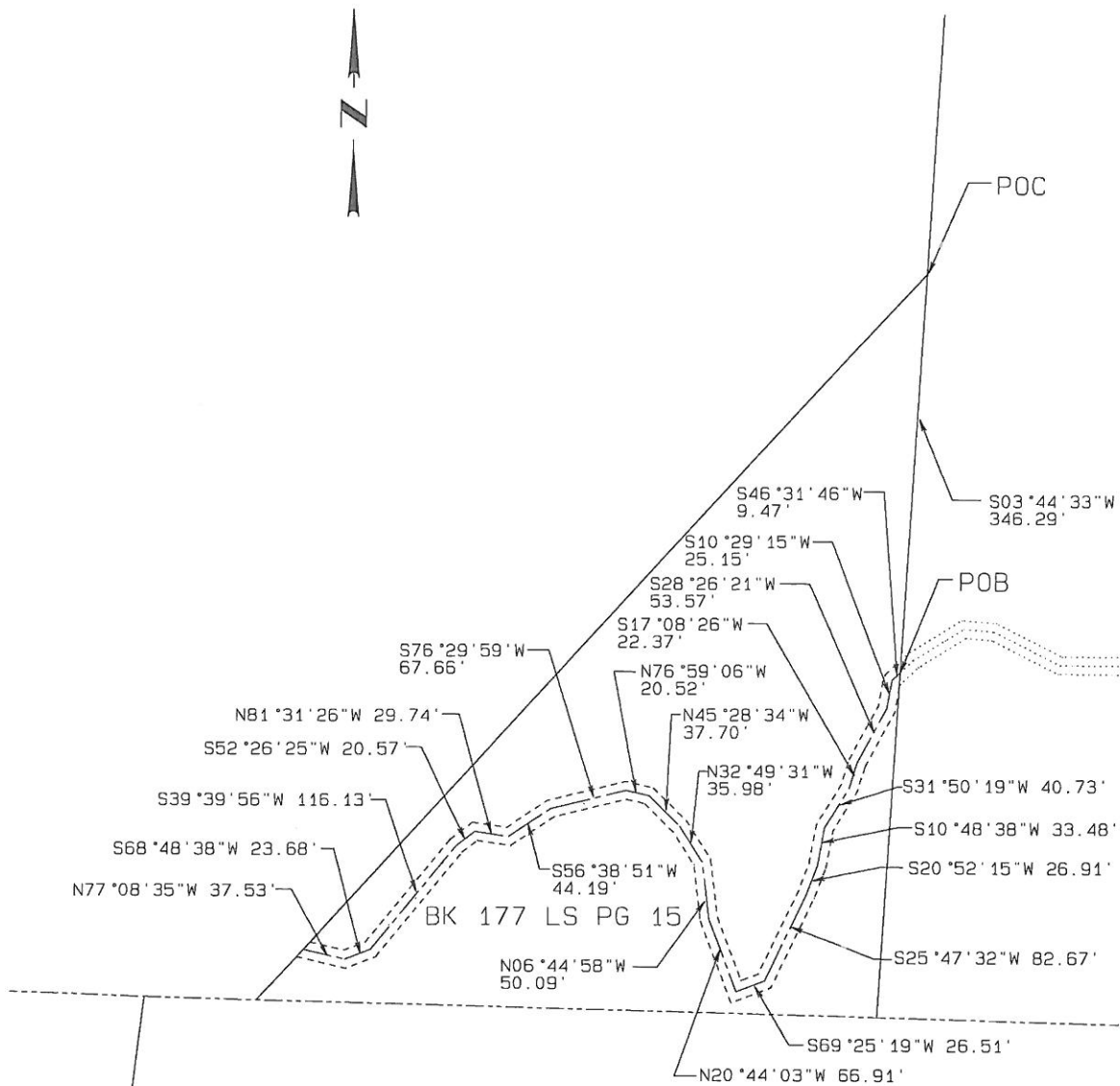


EXHIBIT 'B'
15 FOOT WIDE TRAIL EASEMENT

105-06-006A

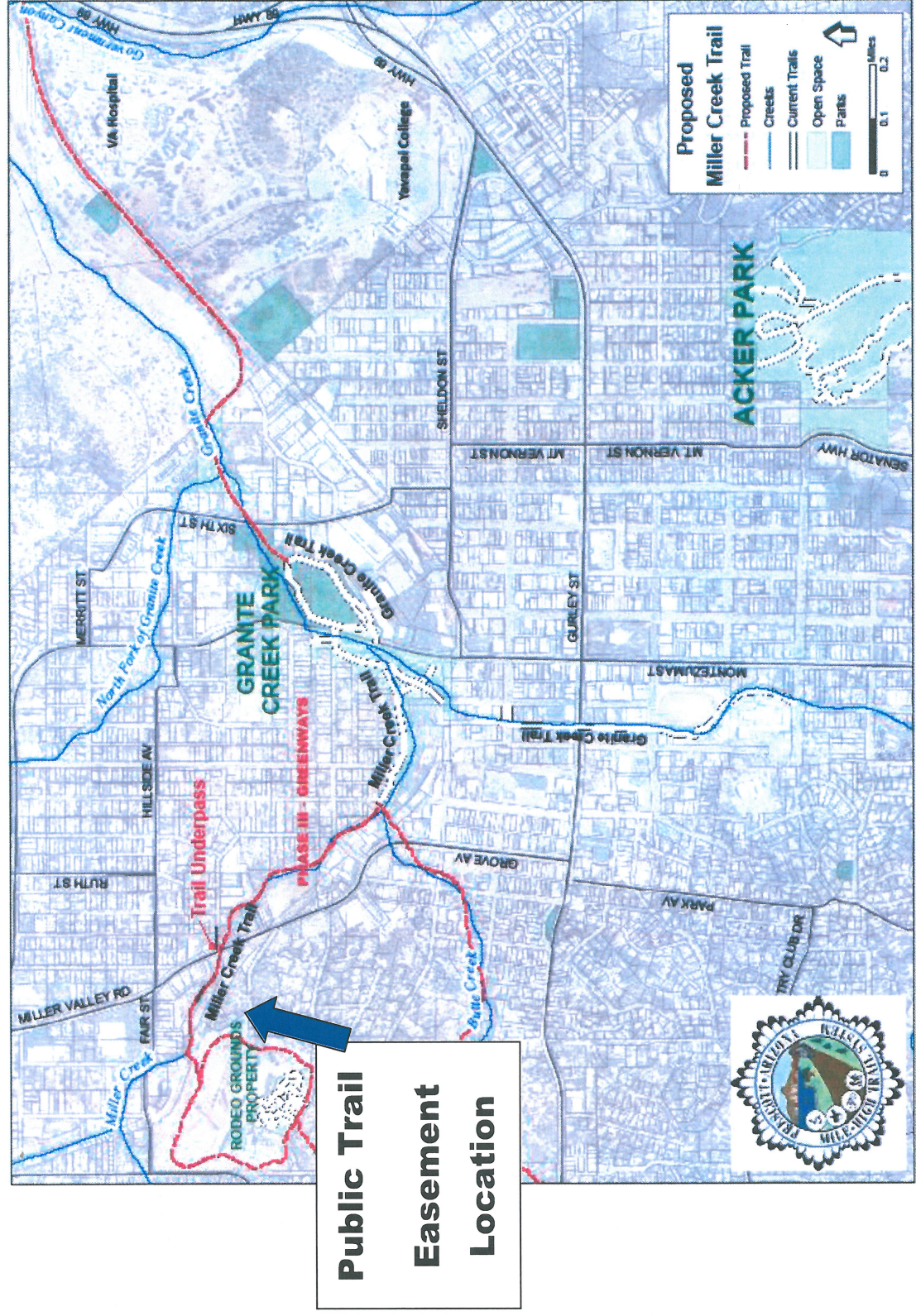
A 15 foot wide Trail Easement over a portion of Parcel A, as recorded in Book 177 of Maps and Plats Page 15, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line more particularly described as follows:

Commencing from the most Northerly corner of said Parcel A, Thence S03°44'33"W, (recorded as S03°44'15"W) along the East line of Parcel A, a distance of 346.29 feet, to the Point of Beginning;

Thence S46°31'46"W, a distance of 9.47 feet;
Thence S10°29'15"W, a distance of 25.15 feet;
Thence S28°26'21"W, a distance of 53.57 feet;
Thence S17°08'26"W, a distance of 22.37 feet;
Thence S31°50'19"W, a distance of 40.73 feet;
Thence S10°48'38"W, a distance of 33.48 feet;
Thence S20°52'15"W, a distance of 26.91 feet;
Thence S25°47'32"W, a distance of 82.67 feet;
Thence S69°25'19"W, a distance of 26.51 feet;
Thence N20°44'03"W, a distance of 66.91 feet;
Thence N06°44'58"W, a distance of 50.09 feet;
Thence N32°49'31"W, a distance of 35.98 feet;
Thence N45°28'34"W, a distance of 37.70 feet;
Thence N76°59'06"W, a distance of 20.52 feet;
Thence S76°29'59"W, a distance of 67.66 feet;
Thence S56°38'51"W, a distance of 44.19 feet;
Thence N81°31'26"W, a distance of 29.74 feet;
Thence S52°26'25"W, a distance of 20.57 feet;
Thence S39°39'56"W, a distance of 116.13 feet;
Thence S68°48'38"W, a distance of 23.68 feet;
Thence N77°08'35"W, a distance of 37.53 feet, to a point on the Westerly line of Parcel A and the terminus point of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above center line begins and ends.

Public Trail Easement Request from Yavapai County – Miller Creek Corridor

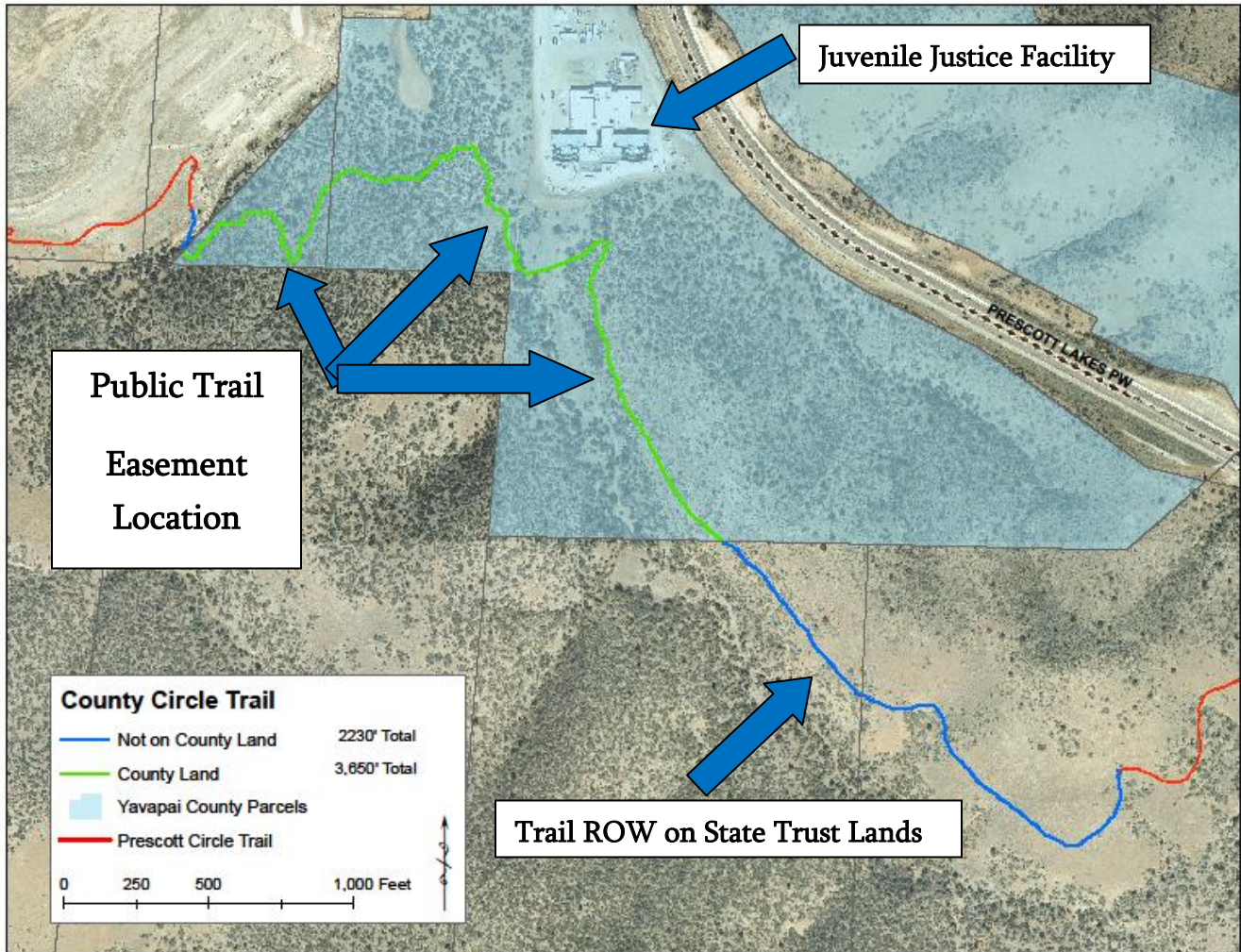


Location Map

Trails Rights-of-Way – Yavapai County-Owned Land

Public Trail Easement for Prescott Circle Trail

South of Prescott Lakes Parkway



ORDINANCE NO. 4888-1426

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY, ACCEPTANCE OF PUBLIC TRAIL EASEMENTS AND ACCEPTANCE OF LICENSE AGREEMENTS FOR CITY-WIDE RECREATIONAL TRAIL SYSTEMS; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID TRANSACTIONS.

RECITALS:

WHEREAS, the Prescott City Council has determined that certain real property acquisition, public trail easements and license agreements are needed for the use and improvement of City-wide trail systems; and

WHEREAS, the proposed real property donation in fee simple, the public trail easements and license agreements, along with the terms and conditions contained in the City's standard purchase agreement, trail easements and license agreements, are deemed fair, equitable and in the best interests of the City.

ENACTMENTS:

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

SECTION 1. THAT the City Council of the City of Prescott hereby accepts the grant of a fee simple land donation from Miller Valley Realty, LLC, generally referred to as Yavapai County parcels 113-07-028B & 113-07-039.

SECTION 2. THAT the City Council of the City of Prescott hereby accepts the grant of a donated public trail easement from Charles and Alice Kring, over Yavapai County parcel 113-07-23A.

SECTION 3. THAT the City Council of the City of Prescott hereby accepts the grant of a donated public trail easement from Carl's Jr. Restaurants/Carl Karcher Enterprises, over Yavapai County parcel 113-07-025A.

SECTION 4. THAT the City Council of the City of Prescott hereby accepts the grant of a public trail easement from Yavapai County, memorialized through an Intergovernmental Agreement between the City and the County, for a trail easement over Yavapai County parcels 113-07-039A & 113-07-037.

SECTION 5. THAT the City Council of the City of Prescott hereby accepts the grant of a donated public trail easement from Prescott College over Yavapai County parcels 113-09-056, 113-09-038 & 113-10-011D.

SECTION 6. THAT the City Council of the City of Prescott hereby accepts the grant of a public trail easement from Yavapai County, memorialized in an IGA between the City and the County, over Yavapai County parcels 105-06-006A & 105-06-005F.

SECTION 7. THAT the City Council of the City of Prescott hereby authorizes entering into a License Agreement with WTBP, LLC, for trail use, over Yavapai County parcel 113-07-070.

SECTION 8. THAT the City Council of the City of Prescott hereby authorizes entering into a License Agreement with Elk Investment Properties, LLC, for trail use, over Yavapai County parcel 113-07-023E.

SECTION 9. THAT the City Council for the City of Prescott hereby authorizes entering into a License Agreement with BEC Landholdings, LLC, for trail use, over Yavapai County parcel 113-09-047C.

SECTION 10. THAT the Mayor and Staff are authorized to execute any and all documents in order to effectuate the foregoing fee simple land donation, the public trail easements and the license agreements, including payment of the title and escrow costs associated with the transactions and County Recorders fees.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

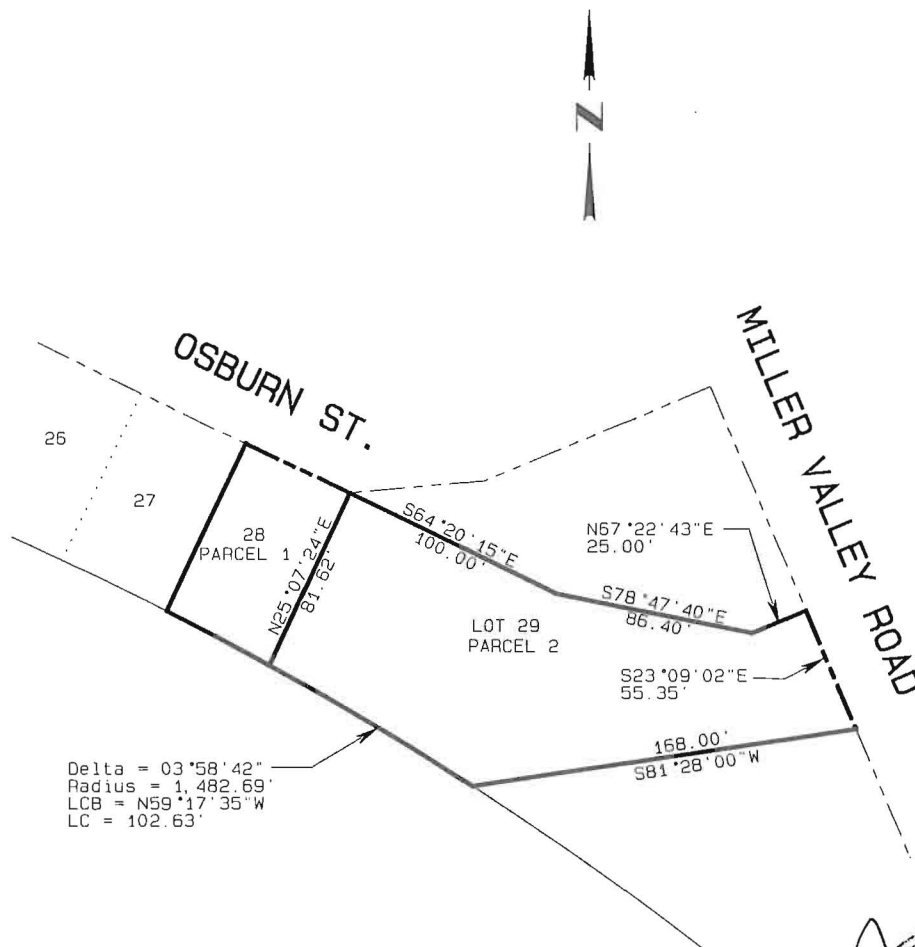
DANA R. DeLONG

JON M. PALADINI

Specific Agreements & Legal Descriptions According to Ordinance

Parcels # 113-07-028B & 113-07-039

Owner - Miller Valley Realty, LLC (Ted Lamb)



Delta = $03^{\circ}58'42''$
Radius = 1,482.69'
LCB = $N59^{\circ}17'35''W$
LC = 102.63'

AREA
PARCEL 1 = 4,038.3 sq. ft.
PARCEL 2 = 17,143.5 sq. ft.



EXPIRES
3/31/14

LEGAL DESCRIPTION

All of Lot 28 and a portion of Lot 29, OSBURN SUBDIVISION, as recorded in Book 3 of Maps and Plats Page 75, recorded at the Yavapai County Recorder, Yavapai County, Arizona, more fully described as follows:

Parcel 1:

All of Lot 28 of the OSBURN SUBDIVISION, as recorded in Book 3 of Maps and Plats Page 75, on file at the Yavapai County Recorder, Yavapai County, Arizona.

Parcel 2:

Beginning at the most Westerly corner of Lot 29 of the OSBURN SUBDIVISION, as recorded in Book 3 of Maps and Plats Page 75, on file at the Yavapai County Recorder, Yavapai County, Arizona, Thence N25°07'24"E along the Westerly line of Lot 29, a distance of 81.62 feet to the Northwestern corner of Lot 29;

Thence S64°20'15"E along the Southeasterly extension of the Northerly line of Lot 28, a distance of 100.00 feet;

Thence S78°47'40"E, a distance of 86.40 feet;

Thence N67°22'43"E, a distance of 25.00 feet to the West right-of-way of Miller Valley Road, as recorded in Book 6 of Maps and Plats Pages 12-14, on file at the Yavapai County Recorder, Yavapai County, Arizona;

Thence S23°09'02"E, along the said right-of-way, a distance of 55.34 feet to a point on the South line of Lot 29;

Thence S81°28'00"W along the said South line to the Southwest corner of Lot 29, a distance of 168.00 feet;

Thence Northwesterly along the Southwesterly line of Lot 29 on a non-tangent curve to the left, having a chord bearing of N59°17'35"W, a chord distance of 102.63 feet, a central angle of 03°58'42", and a radius of 1,482.69 feet, to the Point of Beginning.



Parcel # 113-07-023A

Owner - Charles & Alice Kring

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, Kring Revocable Trust, hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "City", its successors or assigns, a fifteen-foot wide public trail easement for the Miller Creek Trail, also known as the Prescott Greenways Project and Prescott's Mile-High Trail System, and the right to maintain the following described trail, together with the right of ingress and egress over and through same, more particularly described in the attached Exhibit "A", subject to the following conditions:

The City shall use its best efforts to keep said easement free from trash, waste and other debris (except for litter originating outside of the easement).

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee. Grantor agrees not to obstruct or construct any buildings or other improvements upon said easement.

DATED this 27 day of Feb, ~~2013~~ 2014

GRANTOR:

By: 
Name:
Title:

ACCEPTED AND AGREED TO by the Mayor and Council of the City of Prescott this _____ day of _____, 2014.

City of Prescott

MARLIN D. KUYKENDALL, Mayor

ATTEST:

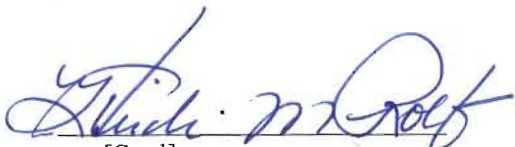
APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

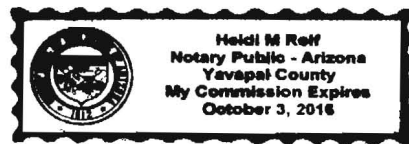
JON M. PALADINI
Prescott City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 27th day of February, 2014, by Charles King, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.


[Seal]

Notary Public



STATE OF ARIZONA)
) ss.
County of Yavapai)

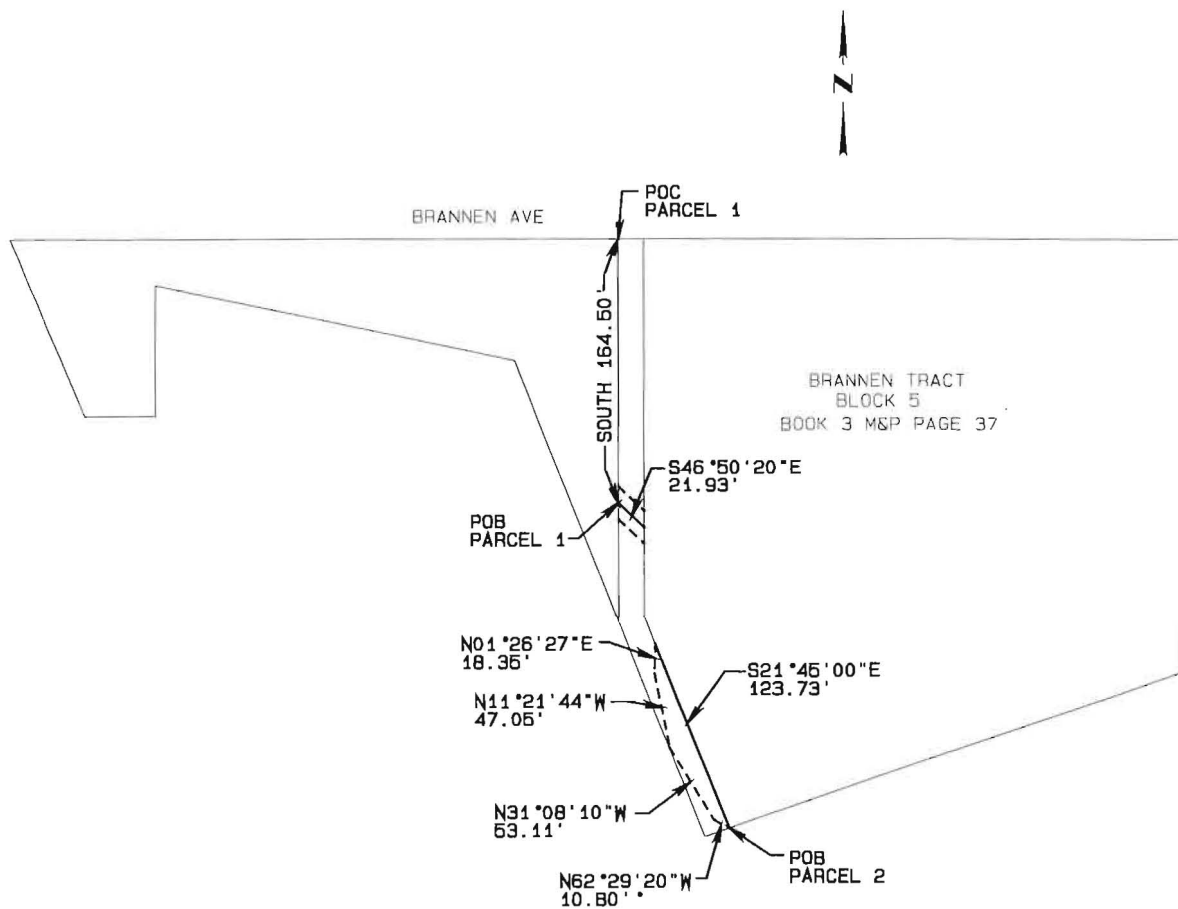
The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Marlin D. Kuykendall, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

EXHIBIT 'A'

TRAIL EASEMENT



AREA PARCEL 1 = 329.0 sq. ft.
AREA PARCEL 2 = 1,216.6 sq.ft.

EXHIBIT 'A'

TRAIL EASEMENT

Parcel 1

A 15 foot wide Trail Easement, over a portion of that certain parcel described in Book 4371 of Official Records, at Page 615, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the centerline described as follows:

Commencing from the Northwest corner of the said parcel described in Book 4371 of Official Records, at Page 615, as recorded at the Yavapai County Recorder, Yavapai County, Arizona;

Thence South, along the West line of said parcel, a distance of 164.50 feet to the centerline of said 15 foot easement and the Point of Beginning;

Thence S 46°50'20" E, 21.93 feet, to the terminus point of this easement.

Containing 329.0 square feet more or less.

Parcel 2

A Trail Easement over a portion of that certain parcel described in Book 4371 of Official Records, at Page 615, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, more fully described as follows:

Beginning at the Southeast corner of said parcel described in Book 4371 of Official Records, at Page 615, as recorded at the Yavapai County Recorder, Yavapai County, Arizona;

Thence N 62°29'20"W, 10.80 feet;

Thence N 31°08'10" W, 53.11 feet;

Thence N 11°21'44" W, 47.05 feet;

Thence N 01°26'27" E, 18.35 feet, to East boundary of said parcel;

Thence S 21°45'00" E, 123.73 feet, along the East boundary of said parcel to the Point of Beginning.

Containing 1,216.6 square feet more or less.

Parcel # 113-07-025A

Owner - Carl's Jr. Restaurants LLC

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, Carl's Jr. Restaurant, LLC, hereinafter called "Grantor," hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "City," its successors or assigns, a fifteen-foot wide public trail easement for the Miller Creek Trail, also known as the Prescott Greenways Project and Prescott's Mile-High Trail System, and the right to maintain the following described trail, together with the right of ingress and egress over and through same, more particularly described in the attached Exhibit "A," subject to the following conditions:

The City shall use its best efforts to keep said easement free from trash, waste and other debris (except for litter originating outside of the easement).

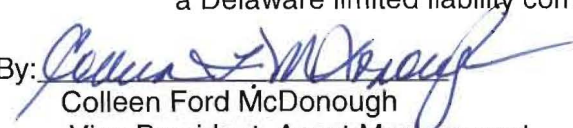
Except for Grantor or Grantor's agents, employees' or tenants' willful or negligent acts, the City agrees to protect, defend, indemnify and hold Grantor and its parent company, affiliates, subsidiaries, officers, employees, tenants and agents free and harmless from and against any and all losses, penalties, damages, settlement costs, charges, professional fees, or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this easement and/or the use hereof.

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the City. Grantor agrees not to obstruct or construct any buildings or other improvements upon said easement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Dated this 14th day of MARCH, 2014.

GRANTOR: CARL'S JR. RESTUARANTS LLC,
a Delaware limited liability company

By: 
Colleen Ford McDonough
Vice President, Asset Management

ACCEPT AND AGREED TO by the Mayor and Council of the City of Prescott this
____ day of _____, 2014.

CITY OF PRESCOTT

Marlin D. Kuykendall, Mayor

ATTEST:

Dana R. DeLong
City Clerk

Jon M. Paladini
Prescott City Attorney

ACKNOWLEDGEMENTS

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 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 to me that he/she executed it.

[Seal]

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 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 to me that he/she executed it.

[Seal]

STATE OF CALIFORNIA)
)
) *ORANGE*
COUNTY OF LOS ANGELES)

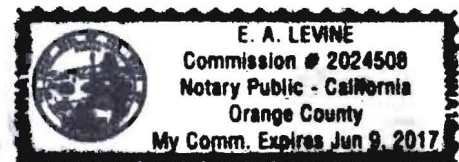
On 3/14/2014, 2014 before me
E.A. LEVINE, a Notary Public in and for said State,
personally appeared COLLEEN BRID-MCDONOUGH
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 10/9/2017



STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, 2014 before me
_____, a Notary Public in and for said State,
personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

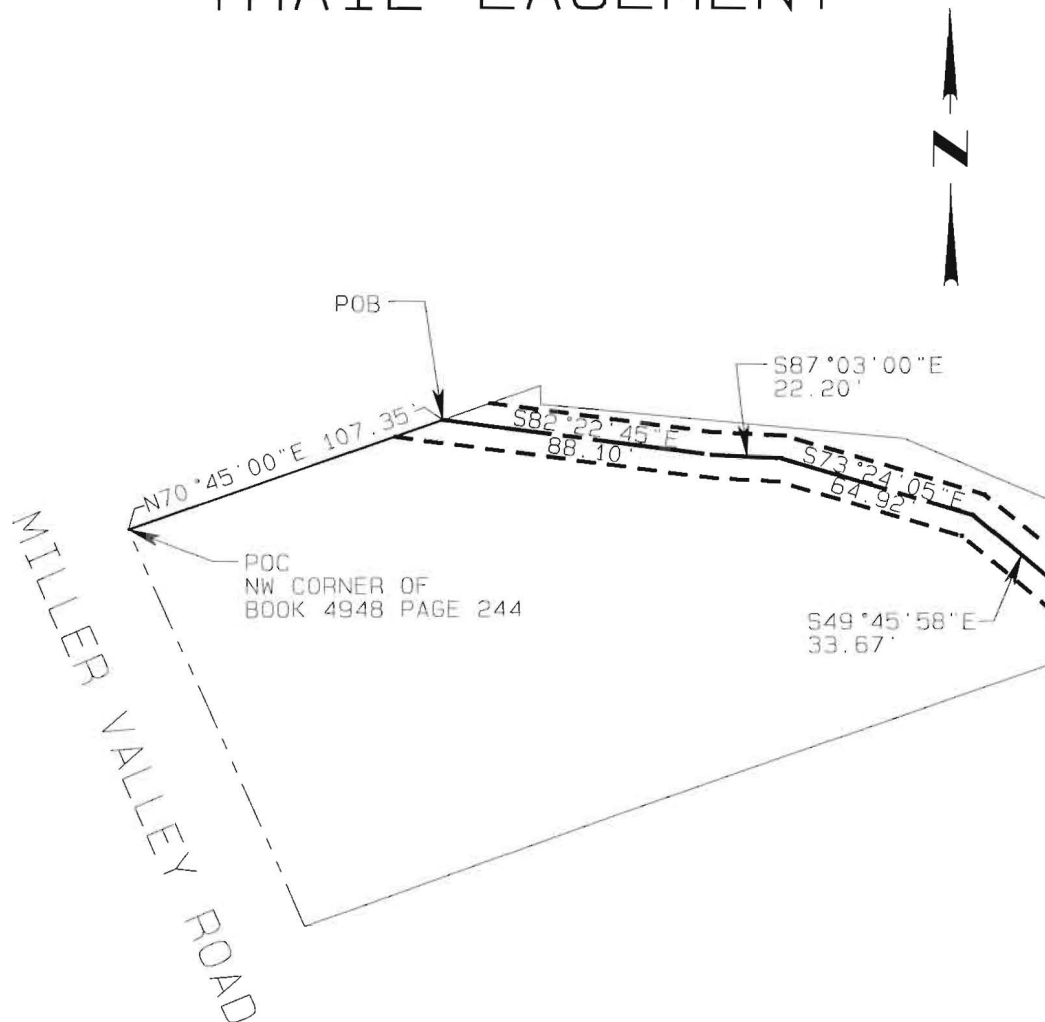
Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT 'A'

TRAIL EASEMENT



AREA = 3,131.7 sq. ft.

#858/2.5.1

EXHIBIT 'A'

15' TRAIL EASEMENT

A 15 foot Trail Easement, over a portion of that certain parcel described in Book 4948 of Official Records, at Page 244, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the centerline described as follows:

Commencing from the Northwest corner of the said parcel described in Book 4948 of Official Records, at Page 244, as recorded at the Yavapai County Recorder, Yavapai County, Arizona;

Thence N 70°45'00" E, along the Northwesterly line of said parcel, a distance of 107.35 feet to the centerline of said 15 foot easement and the Point of Beginning;

Thence S 82°22'45" E, 88.10 feet;

Thence S 87°03'00" E, 22.20 feet;

Thence S 73°24'05" E, 64.92 feet;

Thence S 49°45'58" E, 33.67 feet, to terminus point of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle point and in the lines in which the above center line begins and ends.

Containing 3,131.7 square feet more or less.

#858/ATY

Parcels # 113-07-039A, 113-07-037, 113-07-032A

Owner - Yavapai County

IGA - Public Trail Easement No. 1 with Yavapai County near Yavapai County Fair Street Complex (with associated Exhibits A, B, & C)

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, Yavapai County, a political subdivision of the State of Arizona, hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "City", its successors or assigns, a fifteen-foot wide non-exclusive easement with the right of ingress and egress over and through same, said easement more particularly described in the attached Exhibits "A", "B" and "C", and subject to the following conditions:

The duration and use of said easement is governed by the terms and conditions of the Intergovernmental Agreement attached hereto as Exhibit "D" and by reference made a part hereof, including any amendments, renewals, or other changes in the terms and conditions of the Intergovernmental Agreement.

The City shall keep said easement in a good and safe condition, and free from trash, waste and other debris.

This easement shall run with the land, and shall be continue unless earlier abandoned or vacated by the Grantee or terminated by the Grantor pursuant to the terms and conditions of the Intergovernmental Agreement between Yavapai County and the City of Prescott governing the duration and use of the easement. Grantor agrees not to obstruct or construct any buildings or other improvements upon said easement.

DATED this 3 day of March, 2014.

GRANTOR:

By: 

Rowle P. Simmons

Chairman of the Board of Supervisors

ACCEPTED AND AGREED TO by the Mayor and Council of the City of Prescott this _____ day of

_____, 2014.

City of Prescott

MARLIN KUYKENDALL, Mayor

ATTEST:

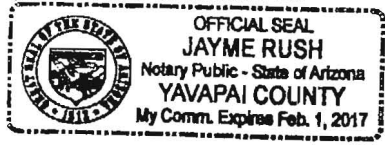
APPROVED AS TO FORM:

DANA DELONG
City Clerk

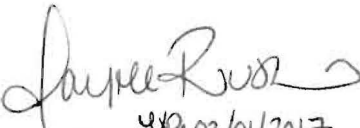
JON PALADINI
Prescott City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 10 day of March, 2014, by Rowle P. Simmons, Chairman of the Board of Supervisors, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.



[Seal]


Notary Public ^{exp.} 02/01/2017

STATE OF ARIZONA)
) ss.
County of Yavapai)

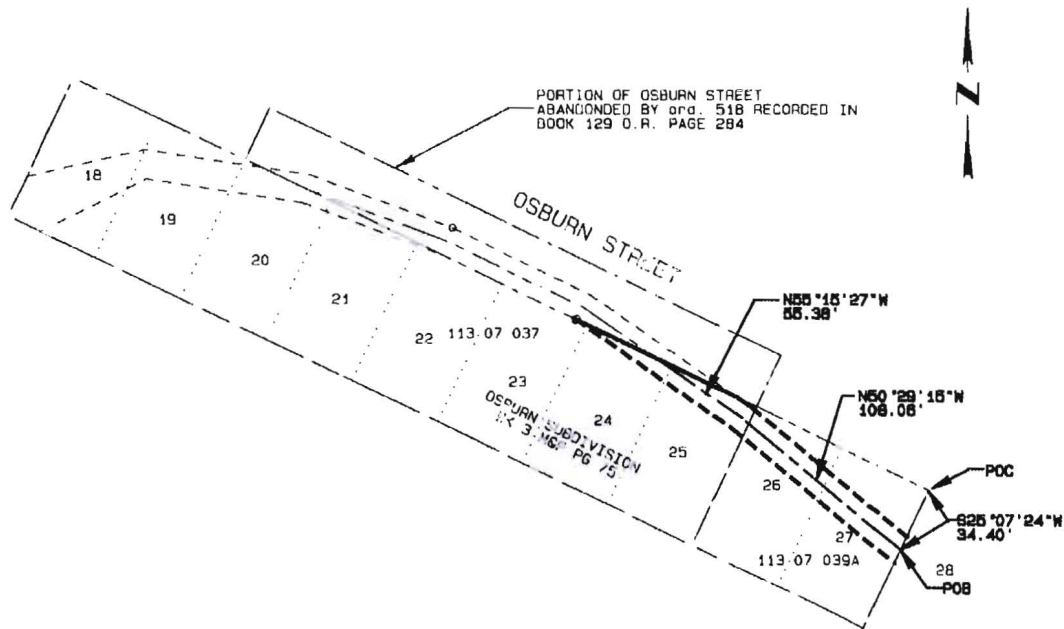
The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Marlin Kuykendall, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

EXHIBIT 'A'

15' TRAIL EASEMENT



AREA = 2,451.6 SQ.FT

EXHIBIT 'A'

15 FOOT WIDE TRAIL EASEMENT

A 15.00 foot wide Trail Easement, over a portion of that certain parcel described as Parcel 1 in Book 4319 of Official Records, at Page 540, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line described as follows:

Commencing from the Northeast corner of said parcel, said point also being the Northeast corner of Lot 27 of the Osburn Subdivision, as recorded in Book 3 of Maps and Plats Page 75, on file at said Yavapai County Recorder, Thence S25°07'24"W along the Easterly line of Lot 27, a distance of 34.40 feet to the Point of Beginning;

Thence N50°29'15"W, a distance of 108.06 feet;

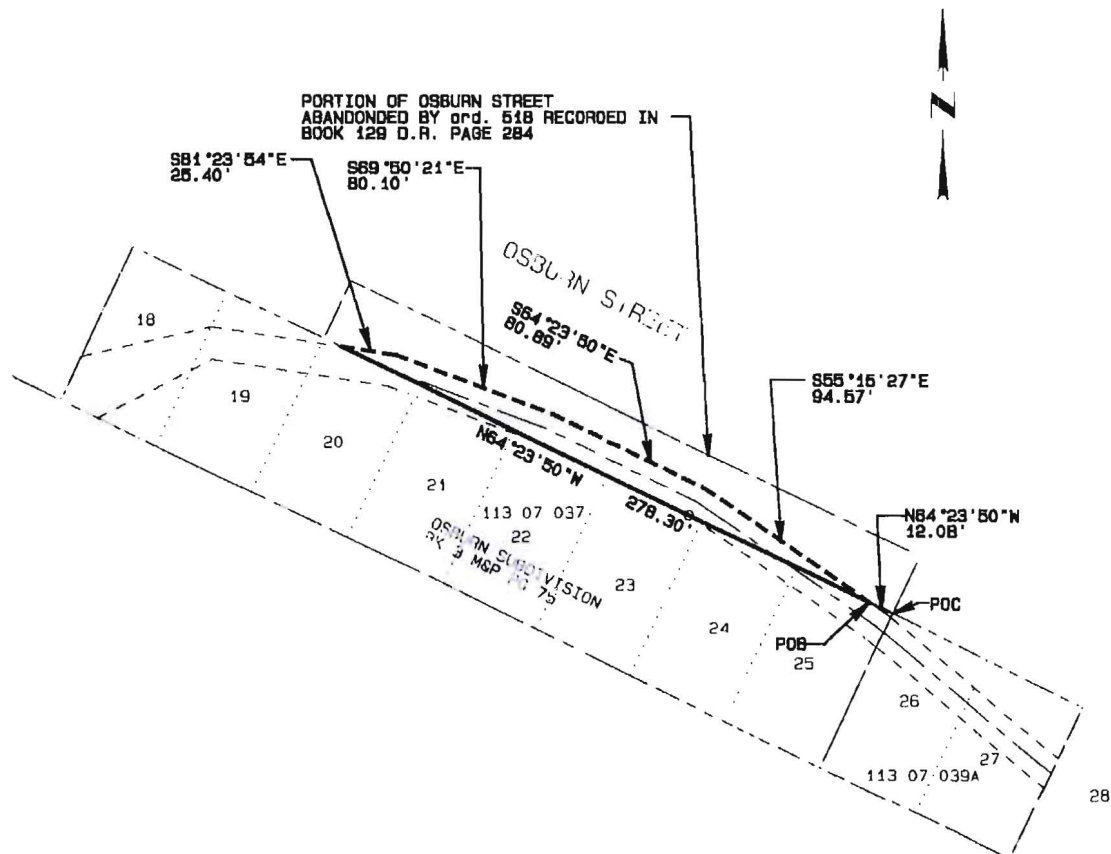
Thence N55°15'27"W, a distance of 55.38 feet, to a point of the Northerly line of Lot 24 of said Osborn Subdivision, said point being the terminus of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above center lines begins and ends.

Containing 2,451.6 square feet more or less.

EXHIBIT 'B'

TRAIL EASEMENT



AREA = 2901.8 SQ.FT

EXHIBIT 'B'
TRAIL EASEMENT

A portion of the abandoned right-of-way of Osburn Street as abandoned by Ordinance No. 518 and conveyed by the City of Prescott by Deed recorded in Book 129 of Official Records Page 284, on file in the Office of the Yavapai County Recorder, Yavapai County, more particularly described as follows:

Commencing from the Southeast corner of said parcel, thence N64°23'50"W, along the South line of said parcel a distance of 12.08 feet to the Point of beginning;

Thence continuing N64°23'50"W, along the South line of said parcel a distance of 278.30 feet;

Thence S81°23'54"E, a distance of 25.40 feet;

Thence S69°50'21"E, a distance of 80.10 feet;

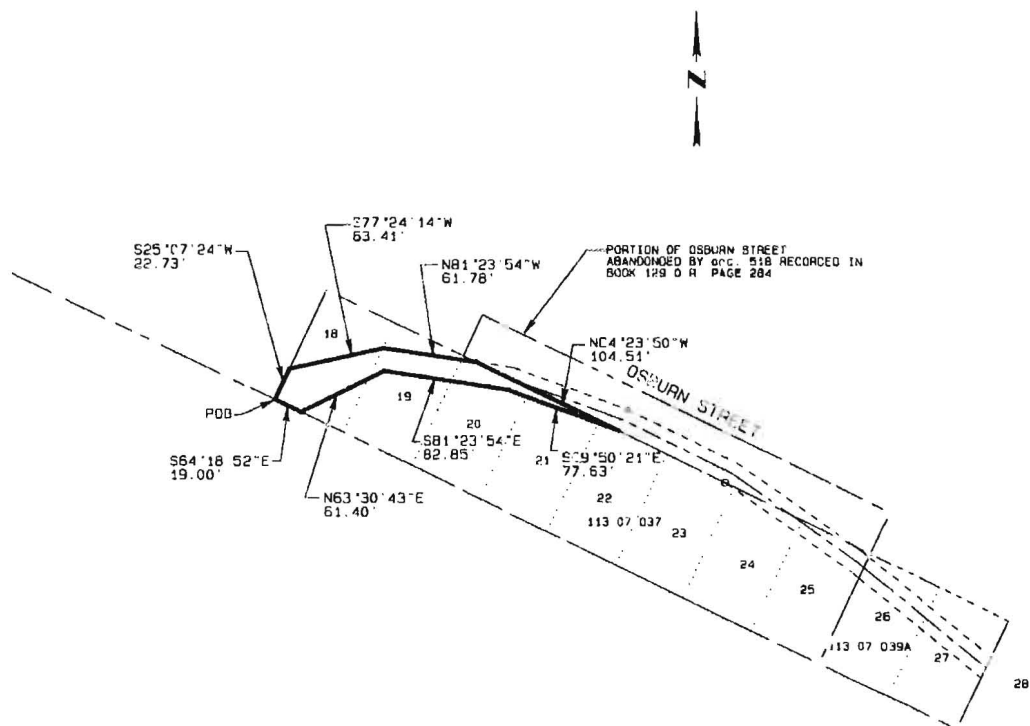
Thence S64°23'50"E, a distance of 80.89 feet;

Thence S55°15'27"E, a distance of 94.57 feet to the Point of Beginning.

Containing 2901.8 square feet more or less.

EXHIBIT 'C'

TRAIL EASEMENT



AREA = 3,055.3 SQ.FT

EXHIBIT 'C'
TRAIL EASEMENT

A portion of that certain parcel described as Parcel 1 in Book 4319 of Official Records, at Page 540, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, more fully described as follows:

Beginning at the Southwest corner of said parcel, said point also being the Southwest corner of Lot 18 of Osburn Subdivision, as recorded in Book 3 of Maps and Plats Page 75, on file at said Yavapai County Recorder, Thence S64°18'52"E, along the Southerly line of said Parcel 1 a distance of 19.00 feet;

Thence N63°30'43"E, a distance of 61.40 feet;

Thence S81°23'54"E, a distance of 82.85 feet;

Thence S69°50'21"E, to the Northerly line of said Parcel 1, a distance of 77.63 feet;

Thence N64°23'50"W, along the said Northerly line a distance of 104.51 feet;

Thence N81°23'54"W, a distance of 61.78 feet;

Thence S77°24'14"W, to the Westerly line of said Parcel 1, a distance of 63.41 feet;

Thence S25°07'24"W, along the said Westerly line a distance of 22.73 feet, to the Point of Beginning.

Containing 3,055.3 square feet more or less.

Parcels # 113-09-056, 113-09-038, 113-10-011D

Owner - Prescott College

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, Prescott College, Inc., hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "City", its successors or assigns, a fifteen-foot wide public trail easement for the Butte Creek Trail, also known as the Prescott Greenways Project and Prescott's Mile-High Trail System, and the right to maintain the following described trail, together with the right of ingress and egress over and through same, more particularly described in the attached Exhibit "A", subject to the following conditions:

The City shall use its best efforts to keep said easement free from trash, waste and other debris (except for litter originating outside of the easement).

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee. Grantor agrees not to obstruct or construct any buildings or other improvements upon said easement.

DATED this 4 day of March, 2014.

GRANTOR:

By: Catherine J. Boland
Name: Catherine J. Boland
Title: VP of Finance/CFO

ACCEPTED AND AGREED TO by the Mayor and Council of the City of Prescott this _____ day of _____, 2014.

City of Prescott

MARLIN D. KUYKENDALL, Mayor

ATTEST:

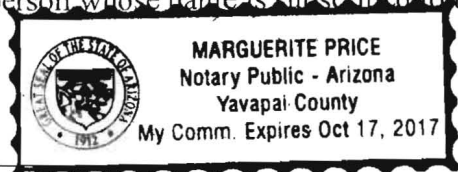
APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
Prescott City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 6th day of MARCH, 2014, by Catherine Boland personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.



[Seal]

Notary Public Marguerite Price

STATE OF ARIZONA)
) ss.
County of Yavapai)

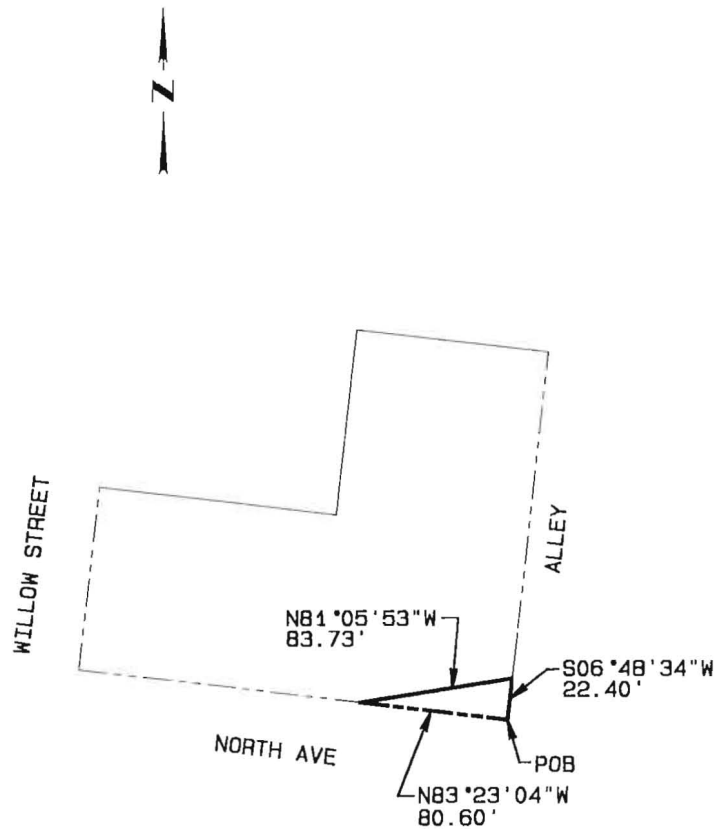
The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Marlin D. Kuykendall, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

TRAIL EASEMENT

LOT 21R OF THE REPLAT OF LOTS 21, 22, AND
PORTIONS OF LOTS 23 AND 24, BLOCK 6,
OF MURPHY'S FIFTH SUBDIVISION, BOOK 63 M&P PAGE 72



AREA = 902.7 sq. ft.

TRAIL EASEMENT

A portion of Lot 21R, located within the REPLAT OF LOTS 21, 22 AND PORTIONS OF LOTS 23 AND 24, BLOCK 6, MURPHY'S FIFTH SUBDIVISION, as recorded in Book 63 M&P Page 72, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Beginning at the Southeast corner of Lot 21R, Thence N 83°23'04"W, along the South line of Lot 21R, a distance of 80.60 feet;

Thence N81°05'53"W, a distance of 83.73 feet, to the East line of Lot 21R;

Thence S06°48'34"W, along the East line of Lot 21R, a distance of 22.40 feet, to the Point of Beginning.

Containing 902.7 square feet more or less.

15 FOOT WIDE TRAIL EASEMENT

A 15 foot Trail Easement over a portion of Lot 16R, located within the REVISION PLAT OF LOTS 16-20, BLOCK 6, MURPHY'S FIFTH SUBDIVISION, as recorded in Book 63 M&P Page 73, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line more particularly described as follows:

Commencing from the Southwest corner of Lot 16R, Thence $N06^{\circ}15'27''E$ along the West line of Lot 16R, a distance of 21.88 feet, to the Point of Beginning;

Thence $N77^{\circ}32'52''E$, a distance of 6.31 feet;

Thence $N56^{\circ}43'26''E$, a distance of 34.26 feet;

Thence Northeasterly along a curve to the right having a chord bearing of $N60^{\circ}20'22''E$, a chord length of 19.96 feet, a central angle of $07^{\circ}13'54''$, and a radius of 158.25 feet;

Thence $N63^{\circ}57'20''E$, a distance of 21.39 feet;

Thence Northeasterly along a curve to the left having a chord bearing of $N48^{\circ}54'27''E$, a chord length of 19.32 feet, a central angle of $30^{\circ}05'38''$, and a radius of 37.20 feet;

Thence $N33^{\circ}51'42''E$, a distance of 11.25 feet;

Thence Northeasterly along a curve to right having a chord bearing of $N51^{\circ}12'14''E$, a chord length of 29.25 feet, a central angle of $34^{\circ}41'15''$, and a radius of 49.06 feet;

Thence $N68^{\circ}32'57''E$, a distance of 13.16 feet;

Thence Northeasterly along a curve to the left having a chord bearing of $N42^{\circ}07'10''E$, a chord length of 26.86 feet, a central angle of $52^{\circ}51'29''$, and a radius of 30.18 feet;

Thence $N15^{\circ}41'28''E$, a distance of 14.47 feet;

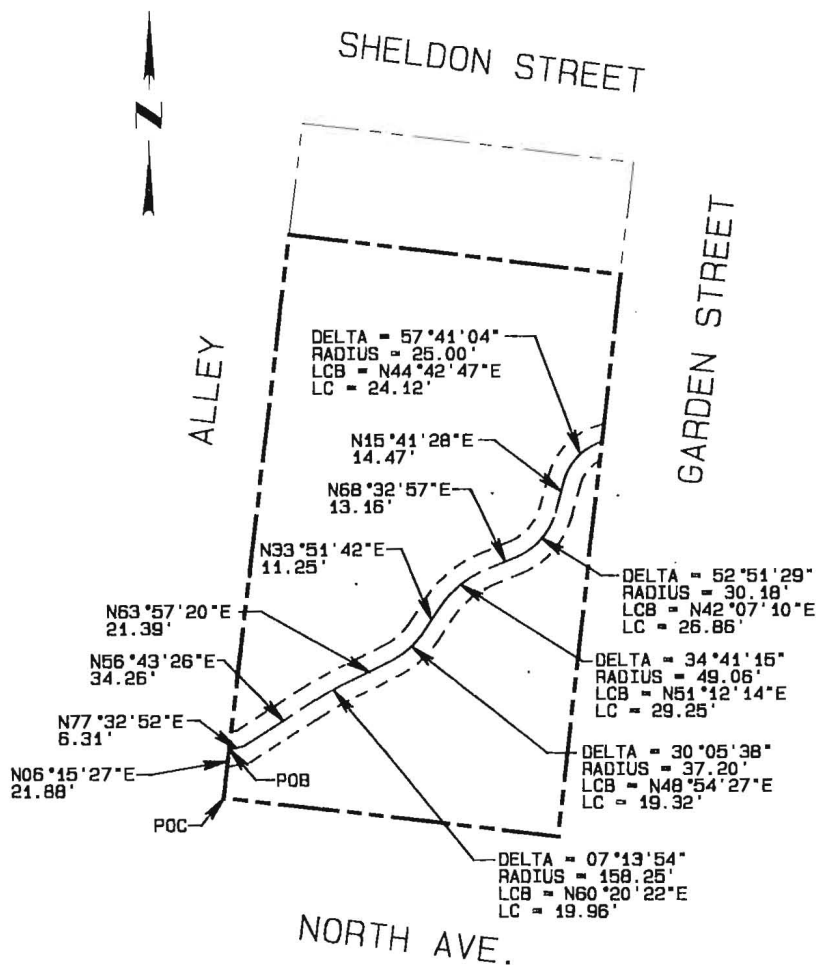
Thence Northeasterly along a non-tangent curve to the right having a chord bearing of $N44^{\circ}42'47''E$, a chord length of 24.12 feet, a central angle of $57^{\circ}41'04''$, and a radius of 25.00 feet, to East line of Lot 16R and the terminus point of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above center line begins and ends.

Containing 2,982.3 square feet more or less.

TRAIL EASEMENT

LOT 16R OF THE REVISION PLAT OF LOTS 16 - 20,
BLOCK 6, MURPHY'S FIFTH SUBDIVISION
BOOK 63 M&P PAGE 73



AREA = 2982.3 SQ FT.

TRAIL EASEMENT

A portion of Lots 22 and 23, Block 5, located within the subdivision of MURPHY'S FIFTH SUBDIVISION, as recorded in Book 2 Maps and Plats Page 31, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Commencing from the Southeast corner of Lot 23, Thence $N83^{\circ}11'02''W$, along the South line of Lot 23, a distance of 15.22 feet to the Point of Beginning;

Thence continuing $N83^{\circ}11'02''W$, a distance of 15.80 feet;

Thence $N25^{\circ}10'24''E$, a distance of 25.22 feet;

Thence $N14^{\circ}39'42''E$, a distance of 76.95 feet, to the North line of Lot 22;

Thence $S83^{\circ}11'02''E$, along the North line of Lot 22, a distance of 12.16 feet to the Northeast corner of Lot 22;

Thence $S06^{\circ}31'01''W$, along the East line of Lot 22, a distance of 20.81 feet;

Thence $S14^{\circ}39'42''W$, a distance of 59.38 feet;

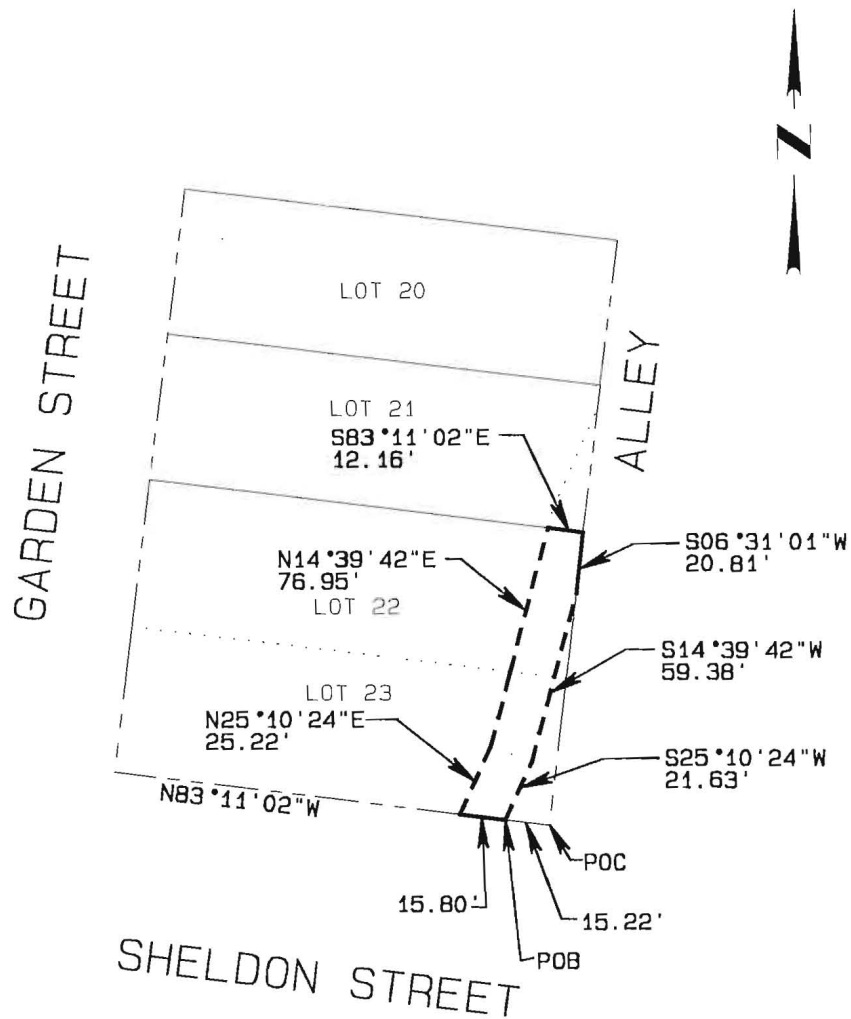
Thence $S25^{\circ}10'24''W$, a distance of 21.63 feet, to the Point of Beginning.

Containing 1,500.1 square feet more or less.

TRAIL EASEMENT

LOT 22 & 23, BLOCK 5, MURPHY'S FIFTH SUBDIVISION

BOOK 2 OF MAPS AND PLATS PAGE 31



AREA = 1,500.1 sq. ft.

15 FOOT WIDE TRAIL EASEMENT

A 15 foot Trail Easement over a portion of Lot 1-R, located within the REPLAT of LOTS 1-9, BLOCK 5, MURPHY'S FIFTH SUBDIVISION, as recorded in Book 63 M&P Page 77, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line more particularly described as follows:

Commencing from the Northwest corner of Lot 1-R, Thence $S06^{\circ}35'46''W$, ($S06^{\circ}33'02''W$ Rec.), along the West line of Lot 1-R, a distance of 217.23 feet, to the Point of Beginning;

Thence $N60^{\circ}38'59''E$, a distance of 36.35 feet;

Thence $N26^{\circ}46'23''E$, a distance of 113.57 feet;

Thence $N32^{\circ}20'15''E$, a distance of 49.56 feet;

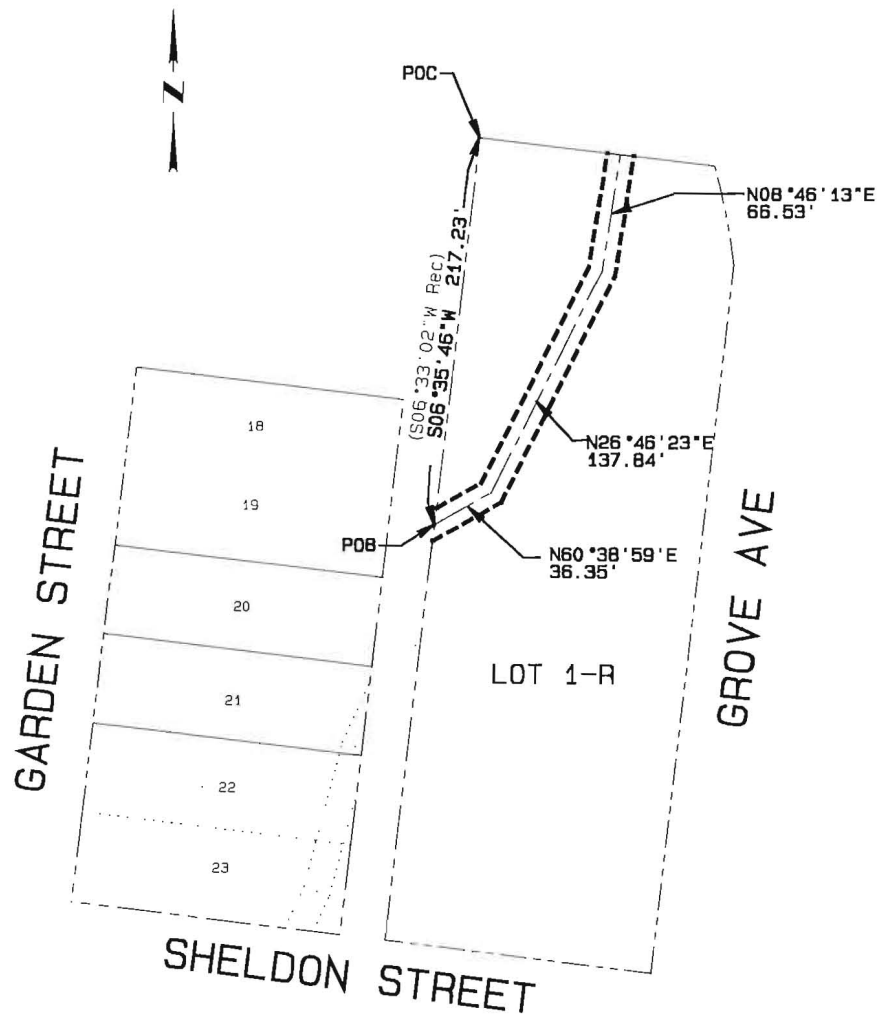
Thence $N42^{\circ}27'32''E$, a distance of 41.63 feet;

Thence $N32^{\circ}23'37''E$, a distance of 12.00 feet, to the North line of Lot 1-R and the terminus point of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above line begins and ends.

Containing 3,797.9 square feet more or less.

15 FOOT TRAIL EASEMENT



AREA = 3,610.8 sq. ft.

15 FOOT WIDE TRAIL EASEMENT

A 15 foot Trail Easement over a portion of Lot 1-R, located within the REPLAT of LOTS 1-9, BLOCK 5, MURPHY'S FIFTH SUBDIVISION, as recorded in Book 63 M&P Page 77, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line more particularly described as follows:

Commencing from the Northwest corner of Lot 1-R, Thence S06°35'46"W, (S06°33'02"W Rec.), along the West line of Lot 1-R, a distance of 217.23 feet, to the Point of Beginning;

Thence N60°38'59"E, a distance of 36.35 feet;

Thence N26°46'23"E, a distance of 137.84 feet;

Thence N08°46'13"E, a distance of 66.53 feet, to the North line of Lot 1-R and the terminus point of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above line begins and ends.

Containing 3,610.8 square feet more or less.

IGA - Public Trail Easement No. 2 with Yavapai County near Prescott Lakes Parkway (with associated Exhibits A & B)

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, Yavapai County, a political subdivision of the State of Arizona, hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "City", its successors or assigns, a fifteen-foot wide non-exclusive easement with the right of ingress and egress over and through same, said easement more particularly described in the attached Exhibits "A" and "B", and subject to the following conditions:

The duration and use of said easement is governed by the terms and conditions of the Intergovernmental Agreement attached hereto as Exhibit "C" and by reference made a part hereof, including any amendments, renewals, or other changes in the terms and conditions of the Intergovernmental Agreement.

The City shall keep said easement in a good and safe condition, and free from trash, waste and other debris.

This easement shall run with the land, and shall be continued unless earlier abandoned or vacated by the Grantee or terminated by the Grantor pursuant to the terms and conditions of the Intergovernmental Agreement between Yavapai County and the City of Prescott governing the duration and use of the easement. Grantor agrees not to obstruct or construct any buildings or other improvements upon said easement.

DATED this 3rd day of March, 2014.

GRANTOR:

By: 

Rowle P. Simmons

Chairman of the Board of Supervisors

ACCEPTED AND AGREED TO by the Mayor and Council of the City of Prescott this _____ day of _____, 2014.

City of Prescott

MARLIN KUYKENDALL, Mayor

ATTEST:

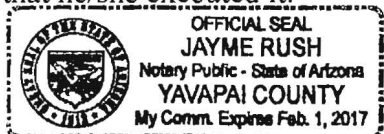
APPROVED AS TO FORM:

DANA DELONG
City Clerk

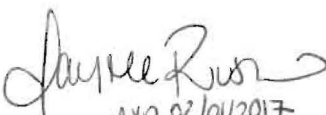
JON PALADINI
Prescott City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 10 day of March, 2014, by Rowle P. Simmons, Chairman of the Board of Supervisors, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.



[Seal]


exp 02/01/2017
Notary Public

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Marlin Kuykendall, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

IGA – Exhibit A to Public Trail Easement No. 2 - Parcel #105-06-005F

EXHIBIT 'A'
15 FOOT WIDE TRAIL EASEMENT

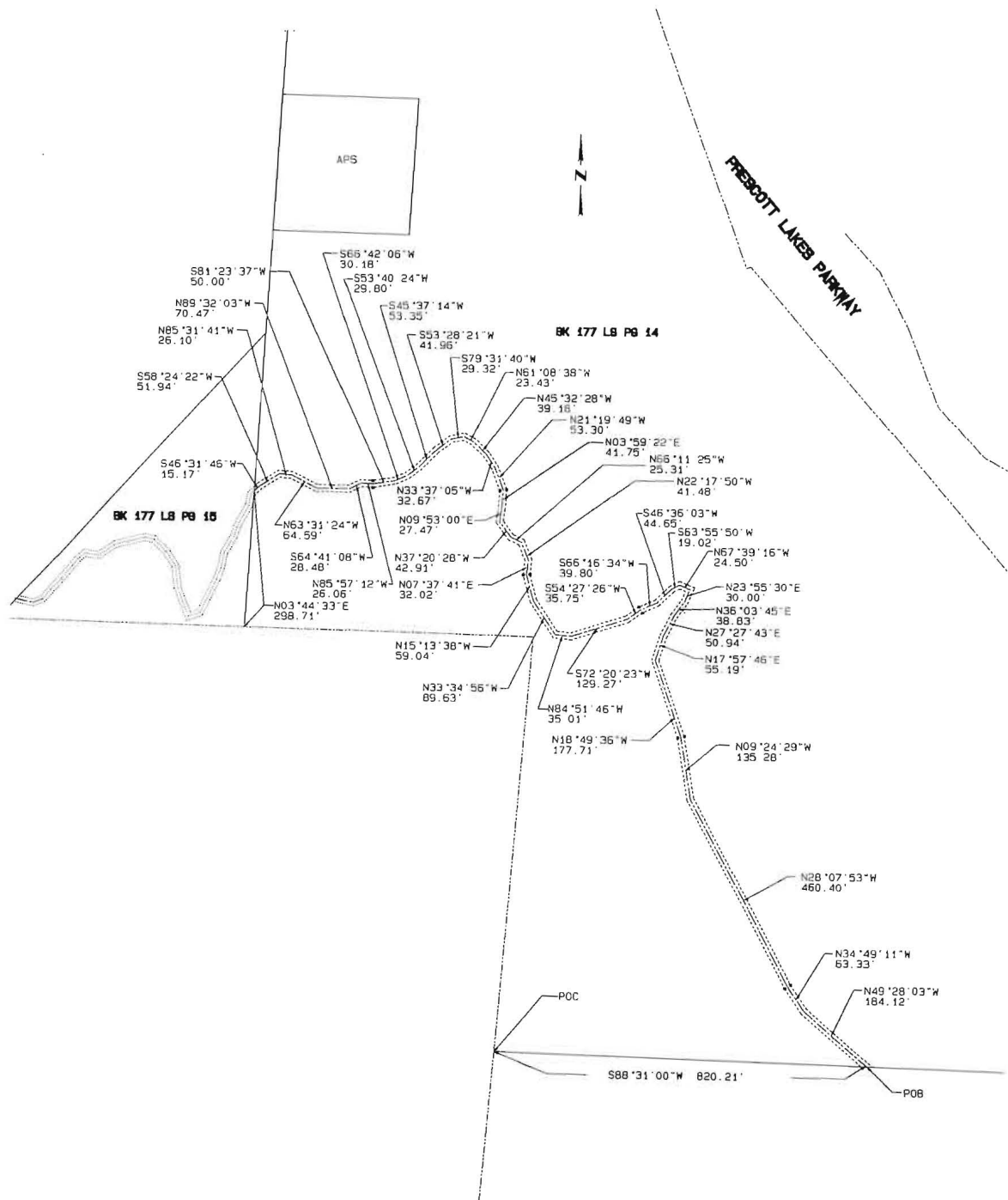


EXHIBIT 'A'
15 FOOT WIDE TRAIL EASEMENT
105-06-005F

A 15 foot wide Trail Easement over a portion of that certain parcel described as Parcel 2 in Book 4543 of Official Records, at Page 466, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line described as follows:

Commencing from the Southwest corner of said Parcel 2, Thence S88°31'00"E, (recorded as S88°30'51"E) along the South line of said parcel a distance of 820.21, to the Point of Beginning;
Thence N49°28'03"W, a distance of 184.12 feet;
Thence N34°49'11"W, a distance of 63.33 feet;
Thence N28°07'53"W, a distance of 460.40 feet;
Thence N09°24'29"W, a distance of 135.28 feet;
Thence N18°49'36"W, a distance of 177.71 feet;
Thence N17°57'46"E, a distance of 55.19 feet;
Thence N27°27'43"E, a distance of 50.94 feet;
Thence N36°03'45"E, a distance of 38.83 feet;
Thence N23°55'30"E, a distance of 30.00 feet;
Thence N67°39'16"W, a distance of 24.50 feet;
Thence S63°55'50"W, a distance of 19.02 feet;
Thence S46°36'03"W, a distance of 44.65 feet;
Thence S66°16'34"W, a distance of 39.80 feet;
Thence S54°27'26"W, a distance of 35.75 feet;
Thence S72°20'23"W, a distance of 129.27 feet;
Thence N84°51'46"W, a distance of 35.01 feet;
Thence N33°34'56"W, a distance of 89.63 feet;
Thence N15°13'38"W, a distance of 59.04 feet;
Thence N07°37'41"E, a distance of 32.02 feet;
Thence N22°17'50"W, a distance of 41.48 feet;
Thence N66°11'25"W, a distance of 25.31 feet;
Thence N37°20'28"W, a distance of 42.91 feet;
Thence N09°53'00"E, a distance of 27.47 feet;
Thence N03°59'22"E, a distance of 41.75 feet;
Thence N21°19'49"W, a distance of 53.30 feet;
Thence N33°37'05"W, a distance of 32.67 feet;
Thence N45°32'28"W, a distance of 39.16 feet;
Thence N61°08'38"W, a distance of 23.43 feet;
Thence S79°31'40"W, a distance of 29.32 feet;
Thence S53°28'21"W, a distance of 41.96 feet;
Thence S45°37'14"W, a distance of 53.35 feet;
Thence S53°40'24"W, a distance of 29.80 feet;

EXHIBIT 'A'

CONTINUED

Thence S66°42'06"W, a distance of 30.18 feet;
Thence S81°23'37"W, a distance of 50.00 feet;
Thence N85°57'12"W, a distance of 26.06 feet;
Thence S64°41'08"W, a distance of 28.48 feet;
Thence N89°32'03"W, a distance of 70.47 feet;
Thence N63°31'24"W, a distance of 64.59 feet;
Thence N85°31'41"W, a distance of 26.10 feet;
Thence S58°24'22"W, a distance of 51.94 feet;
Thence S46°31'46"W, a distance of 15.17 feet, to a point on the West boundary of said Parcel 2, and the East boundary of 'Parcel A' as recorded in the RECORD OF SURVEY, in Book 177 Maps and Plats Page 15, on file at said Yavapai County Recorder, said point being the terminus of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above center lines begins and ends.

IGA – Exhibit B to Public Trail Easement No. 2 - Parcel #105-06-006A

EXHIBIT 'B'

15 FOOT WIDE TRAIL EASEMENT

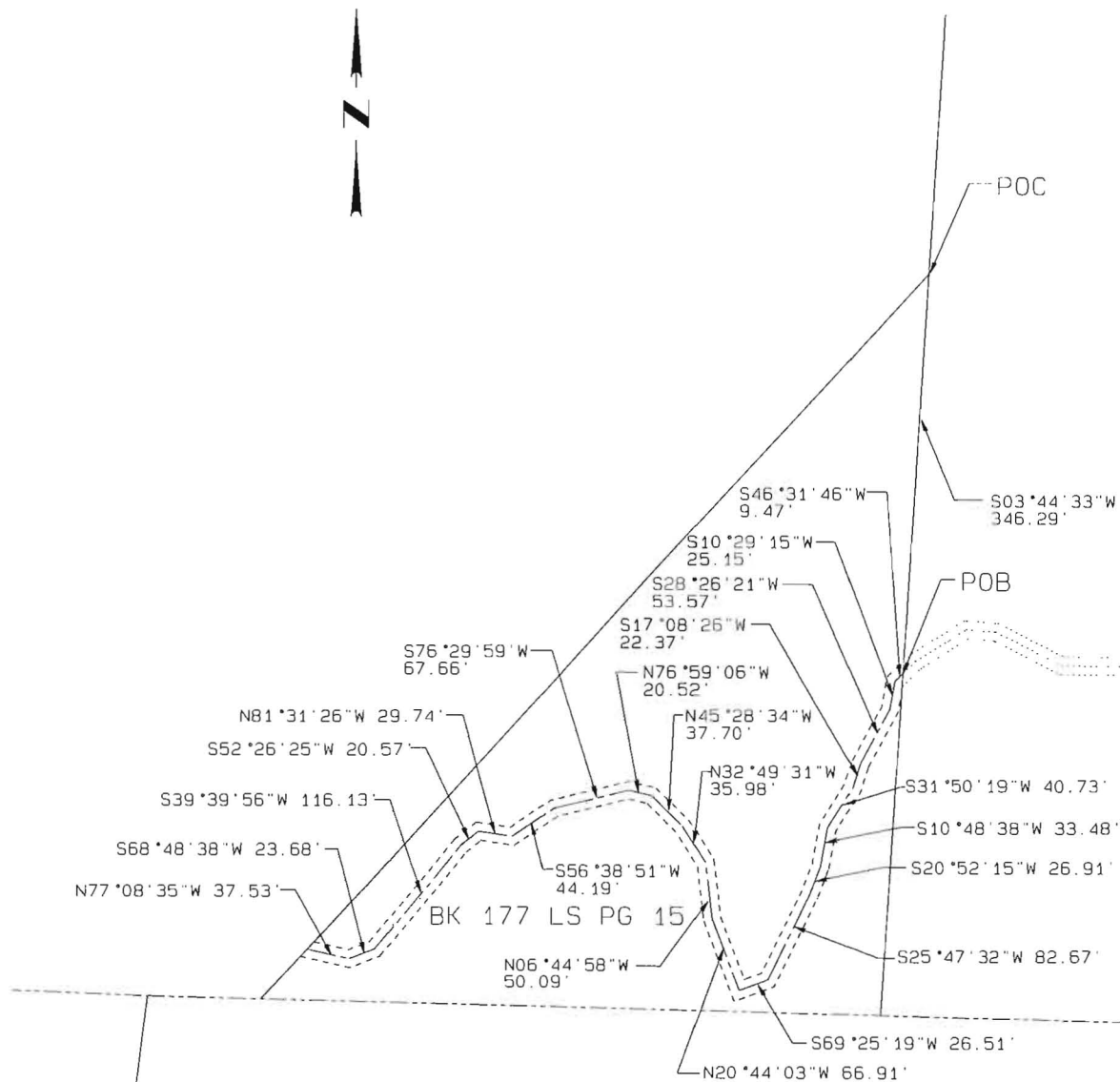


EXHIBIT 'B'

15 FOOT WIDE TRAIL EASEMENT

105-06-006A

A 15 foot wide Trail Easement over a portion of Parcel A, as recorded in Book 177 of Maps and Plats Page 15, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line more particularly described as follows:

Commencing from the most Northerly corner of said Parcel A, Thence S03°44'33"W, (recorded as S03°44'15"W) along the East line of Parcel A, a distance of 346.29 feet, to the Point of Beginning;

Thence S46°31'46"W, a distance of 9.47 feet;
Thence S10°29'15"W, a distance of 25.15 feet;
Thence S28°26'21"W, a distance of 53.57 feet;
Thence S17°08'26"W, a distance of 22.37 feet;
Thence S31°50'19"W, a distance of 40.73 feet;
Thence S10°48'38"W, a distance of 33.48 feet;
Thence S20°52'15"W, a distance of 26.91 feet;
Thence S25°47'32"W, a distance of 82.67 feet;
Thence S69°25'19"W, a distance of 26.51 feet;
Thence N20°44'03"W, a distance of 66.91 feet;
Thence N06°44'58"W, a distance of 50.09 feet;
Thence N32°49'31"W, a distance of 35.98 feet;
Thence N45°28'34"W, a distance of 37.70 feet;
Thence N76°59'06"W, a distance of 20.52 feet;
Thence S76°29'59"W, a distance of 67.66 feet;
Thence S56°38'51"W, a distance of 44.19 feet;
Thence N81°31'26"W, a distance of 29.74 feet;
Thence S52°26'25"W, a distance of 20.57 feet;
Thence S39°39'56"W, a distance of 116.13 feet;
Thence S68°48'38"W, a distance of 23.68 feet;
Thence N77°08'35"W, a distance of 37.53 feet, to a point on the Westerly line of Parcel A and the terminus point of this easement.

The side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above center line begins and ends.

REVOCABLE LICENSE AGREEMENT

Agreement made this 10 day of March, 2014, by and between WTBP, LLC, hereinafter referred to as "Licensor" and City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as "Licensee".

In consideration that the Prescott's Greenways Trails and the Mile-High Trail System managed by the City of Prescott are an important asset to the City of Prescott and its residents and visitors, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee a license to occupy and use a portion of the property owned by Licensor for the purpose of providing trail-related recreation and transportation.
2. **LIMITATION TO DESCRIBED PREMISES.** This license shall be specifically limited to that certain property as more particularly described and attached in Exhibit "A", also known as parcel # 113-07-070 located on private property.
3. **RESPONSIBILITY OF LICENSOR.** The Licensor will provide public access for, including the placing of associated improvements, facilities and signage, for the term of five-years commencing on the date of this Agreement. The parties may mutually agree, in writing, to extend this License Agreement for an additional five year period at the expiration of this original License Agreement.
4. **RESPONSIBILITY OF LICENSEE.** The Licensee shall pay \$1.00 per year and make a reasonable attempt to manage the public access on Licensor's property.
5. **INSPECTION.** Licensor reserves the right to enter and inspect the public access, parking and additional responsibilities of the Licensee as necessary during the term of this License Agreement.
6. **INDEMNIFICATION.** Licensee hereby agrees to indemnify, save and hold harmless the Licensor, its departments, agencies, officers and employees from all cost, damages, liability and claims of any kind whatsoever which is caused by any activity, condition or event arising out of the Licensee's use of the licensed area.
7. **LICENSE.** This Agreement shall be construed as a mere license by Licensor to Licensee. It shall not be construed as an easement, lease, rental agreement, or as a grant of any interest in the real property other than a mere license.
8. **TERMINATION.** This Agreement may be terminated with or without cause by either party by providing sixty (60) days written notice to the other party at the addresses provided herein. Licensee shall have no claim or cause of action whatsoever against the Licensor by reason of any termination of this license and hereby waives same.

9. REMOVAL OF IMPROVEMENTS UPON TERMINATION. Licensee agrees to remove any and all improvements, including but not limited to any structures which are allowed pursuant to this Agreement, at its sole cost, within ninety (90) days of the termination of this Agreement. If Licensee shall fail to remove said improvements within the time specified herein, then in that event Licenser may remove same, the costs of which shall become a charge against Licensee which Licensee hereby agrees to pay.

10. LICENSE NOT APPROVAL. It is the understanding of the parties that any use of the subject right of way, or structures located thereon, are subject to all applicable State, County and City laws, rules and ordinances, including but not limited to the City Land Development Code.

11. PEACEABLE ENJOYMENT. Licenser covenants to keep Licensee in peaceable possession and enjoyment of the premises during the term of this Agreement.

12. NONASSIGNABILITY OR SUBLICENSING. Licensee may not sub-license or assign the premises. Any attempt by Licensee to sub-license, assign or transfer of any kind shall terminate this Agreement without further notice.

13. MODIFICATION. This License Agreement contains the entire Agreement between the parties and shall not be modified in any manner except by an instrument in writing, signed by the parties.

14. NOTICES. Any notices required under this Agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses:

Licensee: City of Prescott
City Clerk
201 South Cortez Street
Prescott, Arizona 86303

With a copy to: Recreation Services Department
824 E. Gurley Street
Prescott, Arizona 86301

Licenser: WTB LLC
JT Purvis
222 W Gurley St
Prescott AZ 86301

15. WAIVER OF TRIAL BY JURY AND ATTORNEY'S FEES. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

16. CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating 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 event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the day and year first above written.

LICENSOR:

WJB PLLC
Steven M. Member

LICENSEE:

CITY OF PRESCOTT,
a municipal corporation

MARLIN D. KUYKENDALL, Mayor

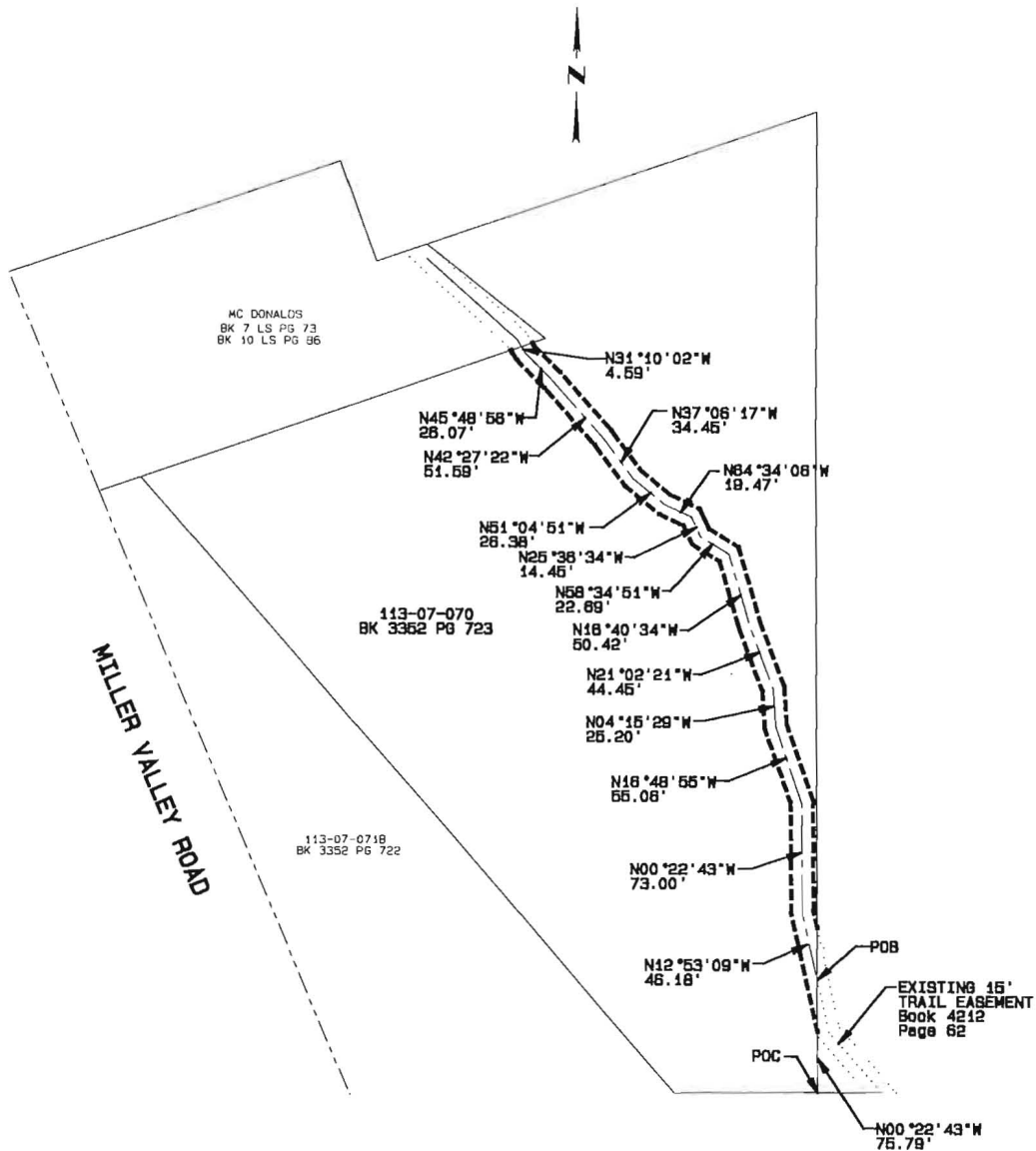
ATTEST:

APPROVED AS TO FORM:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney

EXHIBIT 'A'



AREA = 7,563.9 sq. ft.

EXHIBIT 'A'

A 15 foot wide easement over a portion of that certain parcel described in Book 3352 of Official Records, Page 723, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the centerline described as follows:

Commencing from the Southeast corner of said parcel, Thence N00°22'43"W, (recorded as S00°42'40"E) along the East boundary of said parcel a distance of 75.79 feet, to the Point of Beginning;

Thence N12°53'09"W, a distance of 46.18 feet;

Thence N00°22'43"W, a distance of 73.00 feet;

Thence N18°48'55"W, a distance of 55.08 feet;

Thence N04°15'29"W, a distance of 25.20 feet;

Thence N21°02'21"W, a distance of 44.45 feet;

Thence N16°40'34"W, a distance of 50.42 feet;

Thence N58°34'51"W, a distance of 22.69 feet;

Thence N25°36'34"W, a distance of 14.45 feet;

Thence N64°34'06"W, a distance of 19.47 feet;

Thence N51°04'51"W, a distance of 28.38 feet;

Thence N37°06'17"W, a distance of 34.45 feet;

Thence N42°27'22"W, a distance of 51.59 feet;

Thence N45°48'56"W, a distance of 26.07 feet;

Thence N31°10'02"W, a distance of 4.59 feet, to the South boundary of the parcel recorded in Book 10 of Land Surveys Page 86, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, said point also being the terminus point of this easement.

The Side lines of said easement are to be prolonged or shortened so as to terminate in their points of intersection at the angle points and in the lines in which the above center line begins and ends.

Containing 7,563.9 square feet more or less.

Prescott's Greenways Trails – Prescott, AZ

LICENSE AGREEMENT

Agreement made this 5th day of MAY, 2014, by and between ELK INVESTMENT PROPERTIES, LLC, hereinafter referred to as "Licensor" and City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as "Licensee".

In consideration that the Prescott's Greenways Trails managed by the City of Prescott are an important asset to the City of Prescott and its residents and visitors, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties agree as follows:

1. GRANT OF LICENSE. Licensor hereby grants to Licensee a license to occupy and use a portion of the property owned by Licensor for the purpose of providing trail-related recreation and transportation.
2. LIMITATION TO DESCRIBED PREMISES. This license shall be specifically limited to that certain property as more particularly described and attached in Exhibit "A", located on private property.
3. RESPONSIBILITY OF LICENSOR. The Licensor will provide public access for, including the placing of associated improvements, facilities and signage, for the term of five-years commencing on the date of this Agreement. The parties may mutually agree, in writing, to extend this License Agreement for an additional five year period at the expiration of this original License Agreement.
4. RESPONSIBILITY OF LICENSEE. The Licensee shall pay \$1.00 per year and make a reasonable attempt to manage the public access on Licensor's property.
5. INSPECTION. Licensor reserves the right to enter and inspect the public access, parking and additional responsibilities of the Licensee as necessary during the term of this License Agreement.
6. INDEMNIFICATION. Licensee hereby agrees to indemnify, save and hold harmless the Licensor, its departments, agencies, officers and employees from all cost, damages, liability and claims of any kind whatsoever which is caused by any activity, condition or event arising out of the Licensee's use of the licensed area.
7. LICENSE. This Agreement shall be construed as a mere license by Licensor to Licensee. It shall not be construed as an easement, lease, rental agreement, or as a grant of any interest in the real property other than a mere license.

8. TERMINATION. This Agreement may be terminated with or without cause by either party by providing sixty (60) days written notice to the other party at the addresses provided herein. Licensee shall have no claim or cause of action whatsoever against the Licensor by reason of any termination of this license and hereby waives same.

9. REMOVAL OF IMPROVEMENTS UPON TERMINATION. Licensee agrees to remove any and all improvements, including but not limited to any structures which are allowed pursuant to this Agreement, at its sole cost, within ninety (90) days of the termination of this Agreement. If Licensee shall fail to remove said improvements within the time specified herein, then in that event Licensor may remove same, the costs of which shall become a charge against Licensee which Licensee hereby agrees to pay.

10. LICENSE NOT APPROVAL. It is the understanding of the parties that any use of the subject right of way, or structures located thereon, are subject to all applicable State, County and City laws, rules and ordinances, including but not limited to the City Land Development Code.

11. PEACEABLE ENJOYMENT. Licensor covenants to keep Licensee in peaceable possession and enjoyment of the premises during the term of this Agreement.

12. NONASSIGNABILITY OR SUBLICENSING. Licensee may not sub-license or assign the premises. Any attempt by Licensee to sub-license, assign or transfer of any kind shall terminate this Agreement without further notice.

13. MODIFICATION. This License Agreement contains the entire Agreement between the parties and shall not be modified in any manner except by an instrument in writing, signed by the parties.

14. NOTICES. Any notices required under this Agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses:

Licensee: City of Prescott
City Clerk
201 South Cortez Street
Prescott, Arizona 86303

With a copy to: Recreation Services Department
824 E. Gurley Street
Prescott, Arizona 86301

Licensor: ELK INVESTMENT PROPERTIES, LLC
655 BRANNEN AVENUE
PRESOTT, ARIZONA 86301

15. WAIVER OF TRIAL BY JURY AND ATTORNEY'S FEES. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

16. CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating 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 event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the day and year first above written.

LICENSOR:

Signature Timothy E. Ketring Nancy A. Olson

Printed Name TIMOTHY E. KETRING / NANCY A. OLSON

Title member member

LICENSEE:

CITY OF PRESCOTT,
a municipal corporation

MARLIN D. KUYKENDALL, Mayor

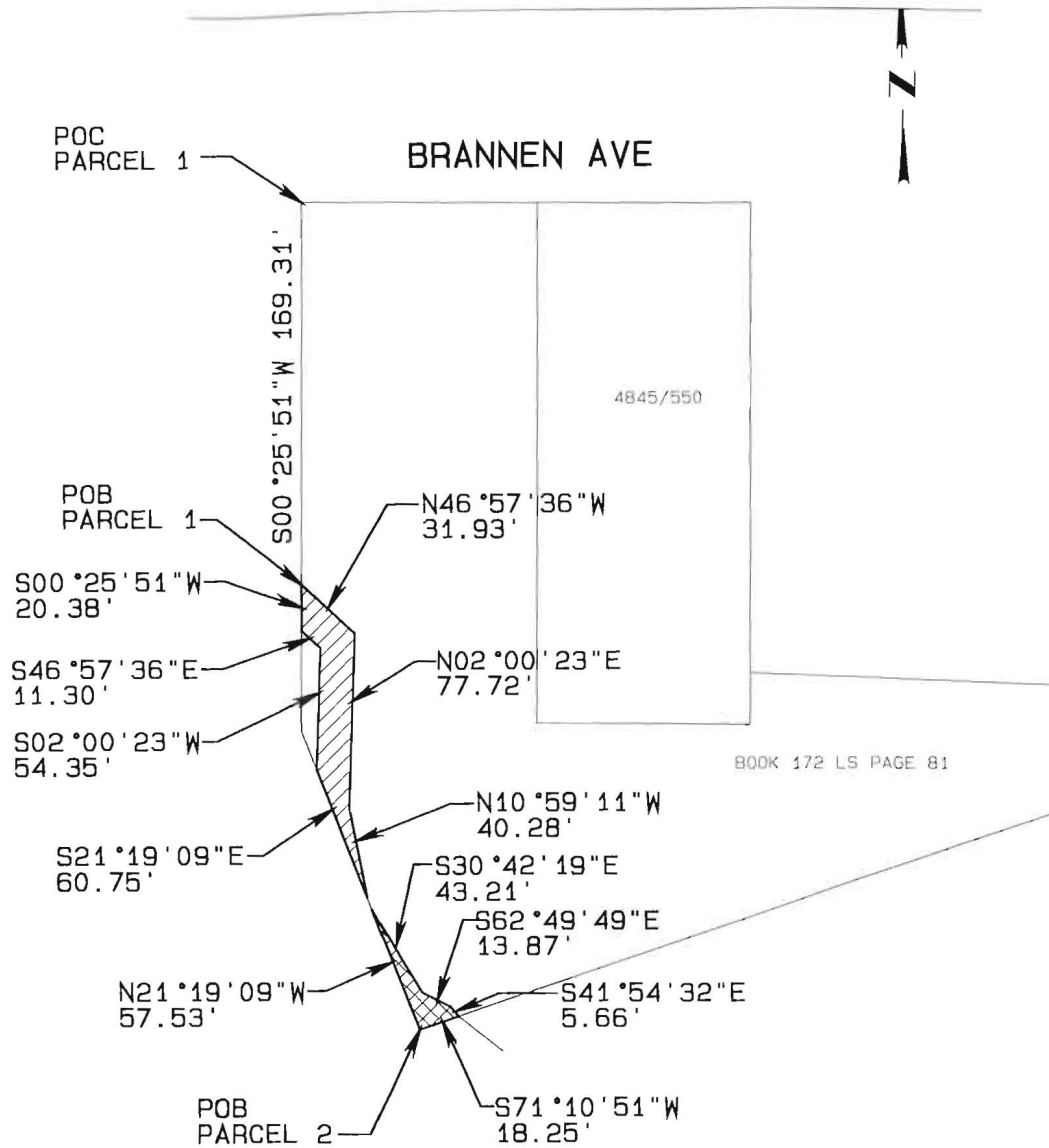
ATTEST:

APPROVED AS TO FORM:

Dana DeLong, City Clerk

Jon M. Paladini, City Attorney

EXHIBIT 'A'



AREA

PARCEL 1 = 1,534.1 sq. ft.

PARCEL 2 = 355.3 sq. ft.

EXHIBIT 'A'

Parcel 1

A Trail Easement over a portion of that certain parcel shown and described in Book 172 of Land Surveys, Page 81, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Commencing from the Northwest corner of the said parcel shown and described in Book 172 of Land Surveys, Page 81, as recorded at the Yavapai County Recorder, Yavapai County, Arizona;

Thence S 00°25'51" W, along the West line of said parcel, a distance of 169.31 feet, to the Point of beginning;

Thence continuing S 00°25'51" W, along the West line of said parcel, a distance of 20.38 feet;

Thence S 46°57'36" E, 11.30 feet;

Thence S 02°00'23" W, to a point on the Southwesterly line of said parcel, a distance of 54.35 feet;

Thence S 21°19'09" E, along the Southwesterly line of said parcel, a distance of 60.75 feet;

Thence N 10°59'11" W, 40.28 feet;

Thence N 02°00'23" E, 77.72 feet;

Thence N 46°57'36" W, 31.93 feet, to the Point of Beginning.

Containing 1534.1 square feet more or less.

EXHIBIT 'A' CONTINUED

Parcel 2

A Trail Easement over a portion of that certain parcel shown and described in Book 172 of Land Surveys, Page 81, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Beginning at the most Southerly corner of said parcel shown and described in Book 172 of Land Surveys, Page 81, as recorded at the Yavapai County Recorder, Yavapai County, Arizona;

Thence N 21°19'09" W, along the Southwesterly line of said parcel, a distance of 57.53 feet;

Thence S 30°42'19" E, 43.21 feet;

Thence S 62°49'49" E, 13.87 feet;

Thence S 41°54'32" E, 5.66 feet, to a point on the Southerly line of said parcel;

Thence S 71°10'51" W, 18.25 feet along the Southerly line of said parcel to the Point of Beginning.

Containing 355.3 square feet more or less.

Parcel # 113-09-047C

Owner - BEC Landholdings, LLC

Prescott's Greenways Trails – Prescott, AZ

LICENSE AGREEMENT

Agreement made this 25th day of April, 2014, by and between BEC Landholdings, hereinafter referred to as "Licensor" and City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as "Licensee".
By Brent Crosser

In consideration that the Prescott's Greenways Trails managed by the City of Prescott are an important asset to the City of Prescott and its residents and visitors, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties agree as follows:

1. GRANT OF LICENSE. Licensor hereby grants to Licensee a license to occupy and use a portion of the property owned by Licensor for the purpose of providing trail-related recreation and transportation.
2. LIMITATION TO DESCRIBED PREMISES. This license shall be specifically limited to that certain property as more particularly described and attached in Exhibit "A", also known as parcel #113-09-047C located on private property.
3. RESPONSIBILITY OF LICENSOR. The Licensor will provide public access for, including the placing of associated improvements, facilities and signage, for the term of five-years commencing on the date of this Agreement. The parties may mutually agree, in writing, to extend this License Agreement for an additional five year period at the expiration of this original License Agreement.
4. RESPONSIBILITY OF LICENSEE. The Licensee shall pay \$1.00 per year and make a reasonable attempt to manage the public access on Licensor's property.
5. INSPECTION. Licensor reserves the right to enter and inspect the public access, parking and additional responsibilities of the Licensee as necessary during the term of this License Agreement.
6. INDEMNIFICATION. Licensee hereby agrees to indemnify, save and hold harmless the Licensor, its departments, agencies, officers and employees from all cost, damages, liability and claims of any kind whatsoever which is caused by any activity, condition or event arising out of the Licensee's use of the licensed area.
7. LICENSE. This Agreement shall be construed as a mere license by Licensor to Licensee. It shall not be construed as an easement, lease, rental agreement, or as a grant of any interest in the real property other than a mere license.

8. TERMINATION. This Agreement may be terminated with or without cause by either party by providing sixty (60) days written notice to the other party at the addresses provided herein. Licensee shall have no claim or cause of action whatsoever against the Licensor by reason of any termination of this license and hereby waives same.

9. REMOVAL OF IMPROVEMENTS UPON TERMINATION. Licensee agrees to remove any and all improvements, including but not limited to any structures which are allowed pursuant to this Agreement, at its sole cost, within ninety (90) days of the termination of this Agreement. If Licensee shall fail to remove said improvements within the time specified herein, then in that event Licensor may remove same, the costs of which shall become a charge against Licensee which Licensee hereby agrees to pay.

10. LICENSE NOT APPROVAL. It is the understanding of the parties that any use of the subject right of way, or structures located thereon, are subject to all applicable State, County and City laws, rules and ordinances, including but not limited to the City Land Development Code.

11. PEACEABLE ENJOYMENT. Licensor covenants to keep Licensee in peaceable possession and enjoyment of the premises during the term of this Agreement.

12. NONASSIGNABILITY OR SUBLICENSING. Licensee may not sub-license or assign the premises. Any attempt by Licensee to sub-license, assign or transfer of any kind shall terminate this Agreement without further notice.

13. MODIFICATION. This License Agreement contains the entire Agreement between the parties and shall not be modified in any manner except by an instrument in writing, signed by the parties.

14. NOTICES. Any notices required under this Agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses:

Licensee: City of Prescott
City Clerk
201 South Cortez Street
Prescott, Arizona 86303

With a copy to: Recreation Services Department
824 E. Gurley Street
Prescott, Arizona 86301

Licensor: *BEC Landhold. 95*
1305 + Butler
Flagstaff AZ 86001

15. WAIVER OF TRIAL BY JURY AND ATTORNEY'S FEES. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

16. CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating 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 event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the day and year first above written.

LICENSOR:

Signature

Printed Name

Title

LICENSEE:

CITY OF PRESCOTT,
a municipal corporation

MARLIN D. KUYKENDALL, Mayor

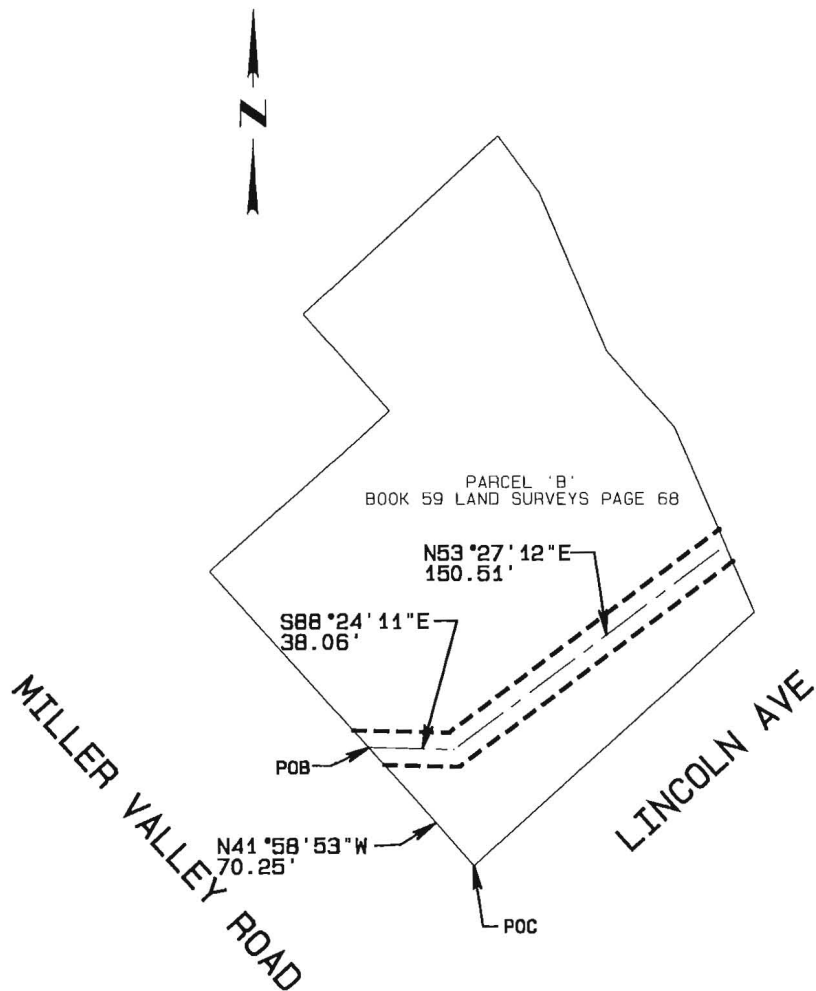
ATTEST:

APPROVED AS TO FORM:

Dana DeLong, City Clerk

Jon M. Paladini, City Attorney

EXHIBIT 'A'



AREA = 2,828.7 SQ.FT.

EXHIBIT 'A'

A 15 foot Trail Easement, over a portion of Parcel B, located within the Record of Survey as recorded in Book 59 of Land Surveys, Page 68, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, said easement to be 7.5 feet on each side of the center line more particularly described as follows:

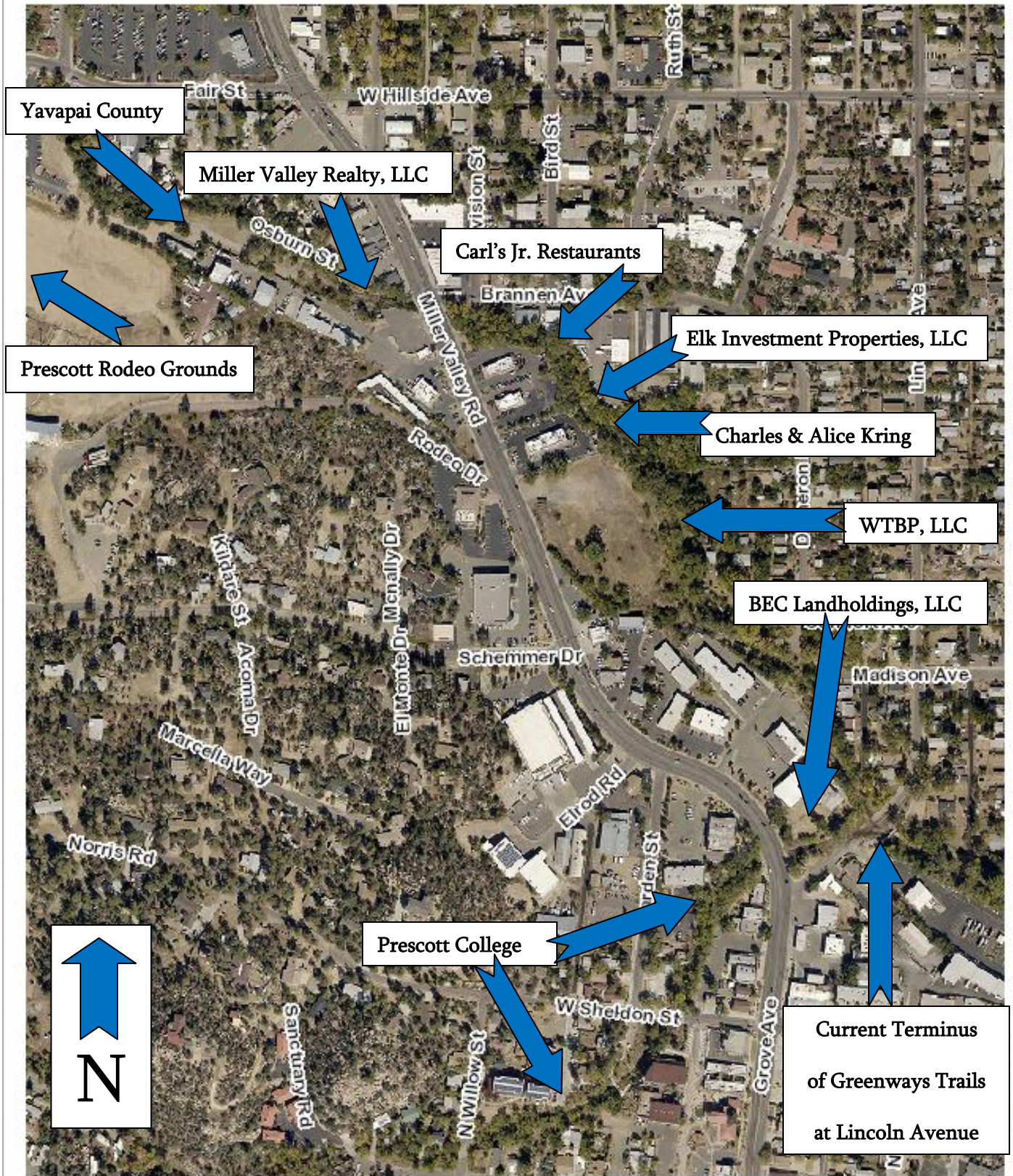
Commencing from the Southerly corner of Parcel B, Thence $N41^{\circ}58'53''W$, along the Southwesterly line of said Parcel B, a distance of 70.25, feet to the Point of Beginning,

Thence $S88^{\circ}24'11''E$, a distance of 38.06 feet;

Thence $N53^{\circ}27'12''E$, a distance of 150.51 feet to the Northeasterly line of Parcel B, and the terminus point of this easement.

Containing 2,828.7 square feet more or less.

Property Owners for Desired Rights-of-Way - Greenways



Prescott's Greenways Phase III - Miller & Butte Creeks

MEETING DATE/TYPES: VOTING SESSION 6-24-14

DEPARTMENT: Economic Initiatives

AGENDA ITEM: Adoption of Resolution No. 4204-1412 amending the existing lease agreement with Spitfire Films, Inc.; ratifying City Contract No. 1994-124D; ratifying City Contract No. 1994-124AS1; and approving City Contract No. 1994-124E

Approved By:		Date:
Director:	Burt, Jeff	06/09/2014
City Manager:	McConnell, Craig	06/10/2014

Item Summary

This item is for approval of an amendment to a lease now between the City and Spitfire Films, Inc., a California corporation, and for the ratification of an amendment and an assignment of this lease not previously brought before Council for approval. Spitfire Films is not selling their leasehold interest.

Background

This Lease was first entered into on November 8, 1994, between the City and Bonanza Enterprises, Inc., as City Contract No. 1994-124 (Ordinance No. 3282). The First Amendment (Contract No. 1994-124A) was approved by Council on March 14, 1995 (Ordinance No. 3327), which added 600 SF of office space to the overall leased property.

The next amendment (City Contract No. 1994-124B) was approved by Council on March 9, 1999 (Ordinance No. 3850), which added Paragraph 7(f) requiring the City to apply all proceeds of any fire and/or extended insurance coverage for the leased premises to the repair and/or replacement of the improvements included in the Lease.

An additional amendment (Contract No. 2002-248/1994-124C) was approved by Council on September 30, 2002 (Ordinance No. 4273), which made several changes to the Lease. First, it modified Paragraph 1(a) to substitute River Hangar Corporation (RHC) for Bonanza Enterprises, Inc., as the Lessee for a portion of the leasehold. Second, it modified Paragraph 3(a) of the Lease to provide a new 25-year term commencing from the date of the amendment (expiring 9/30/2027). At completion of the 25-year term in 2027, the City will have the opportunity to renegotiate the fair market value of the ground for the Lessee's 25-year renewal option.

Further, Paragraph 5 of the Lease was amended to provide that upon any assignment

Agenda Item: Adoption of Resolution No. 4204-1412 amending the existing lease agreement with Spitfire Films, Inc.; ratifying City Contract No. 1994-124D; ratifying City Contract No. 1994-124AS1; and approving City Contract No. 1994-124E

and/or sale of its interest under the Lease, RHC shall pay the City either \$10,000.00 or 5% of the total sales price, whichever is less. Finally, Paragraph 7(d) of the Lease was modified to require RHC to maintain the asphalt in its exclusive leasehold in useable condition and replace as necessary at its own expense.

Another amendment was executed on December 31, 2002, by the Airport Manager (City Contract No. 1994-124D). This amendment was not brought before the Council. The amendment replaced Exhibit A with a new Exhibit A-2002 to depict the leasehold area agreed to by all parties (Bonanza Enterprises, River Hangar Corporation and the City).

On February 25, 2005, the Airport Manager signed the Consent to Assignment of Lease and Novation (City Contract No. 1994-124AS1). This assignment was not brought before the Council. This assignment was from River Hangar Corporation to Spitfire Films, Inc. The City did receive the \$10,000.00 payment from Bonanza Enterprises from the assignment of the Lease.

Paragraph 5 of the Lease states the Lessee may sublet the leased premises with the prior written approval of the Airport Manager, which approval shall not be unreasonably withheld. A sublease, assignment, or other transfer is invalid unless approved by City Council. Upon proof of a proposed sale of Lessee's business, the Council must authorize, in advance, the assignment of the remainder of the term of this Lease to the new business owner.

Council action is required for approval of (and by inference for disapproval of) any sublease, assignment or transfer, and any Lease amendment. Therefore, in order to move forward with a new Lease amendment (City Contract No. 1994-124E) the City Council needs to administratively ratify City Contract Nos. 1994-124D and 1994-124AS1.

City Contract No. 1994-124E provides a new Legal Description for the lease, which increases the area leased to 9,971 square feet and a landscape easement of 3,852 square feet. This amendment is needed due to improvements to the structure on the leasehold which are outside the legal description amended in 2002. The increase in square footage does generate additional revenue for the airport.

It is recommended that Council ratify the amendment to the Lease as City Contract No. 1994-124D; ratify the assignment of the Lease to Spitfire Films, Inc. as City Contract No. 1994-124AS1; and authorize City Contract 1994-124E as the most current amendment to the Lease.

Financial Impact

The ground lease payment is currently \$105.07 per month (\$1,260.84 per year or \$0.1349 per sf/yr) excluding applicable taxes. The lease contains an annual automatic cumulative CPI increase of not less than 2%. The most recent CPI increase of 2% occurred on July 1,

Agenda Item: Adoption of Resolution No. 4204-1412 amending the existing lease agreement with Spitfire Films, Inc.; ratifying City Contract No. 1994-124D; ratifying City Contract No. 1994-124AS1; and approving City Contract No. 1994-124E

2013. This dollar amount is a slight increase since this Lease was brought before Council in November 2013 due to an error in calculating the historical rental amount. This error was identified by airport staff and has been corrected with the agreement of Spitfire Films, Inc.

The new rental rate, based upon the new square footage of 9,971 will be \$112.12 per month (\$1,345.44 per year or \$0.1349 per sf/yr) excluding applicable taxes. CPI increases will occur on the scheduled date of July 1, 2014, and each year thereafter. (Note: market rate for ground at the Airport is approximately \$0.23 per sq. ft. based upon a 2009 appraisal. However, under the terms of the existing lease, the only rental rate increases that can be made are as determined by CPI, until the 25-year renewal option is exercised in 2027.)

The current 25-year lease term will not expire until 2027 (revised from the original 2019 end date by the September 30, 2002 amendment), at which time the lease may be renewed for an additional 25-year period at a new rental rate to be renegotiated at the fair market value of the ground lease.

Attachments

1. Resolution No. 4204-1412
2. Lease Survey
3. Spitfire Lease Flowchart 5-29-2014
4. Spitfire Lease Aerial Exhibit
5. New Lease Amendment with Existing Lease Agreement
6. Master Lease with all amendments

Recommended Action: MOVE to adopt Resolution No. 4204-1412.

RESOLUTION NO. 4204-1412

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, RATIFYING CITY CONTRACT NO. 1994-124D; RATIFYING CITY CONTRACT NO. 1994-124AS1; AND APPROVING CITY CONTRACT NO. 1994-124E AT THE PRESCOTT MUNICIPAL AIRPORT.

RECITALS:

WHEREAS, the Council of the City of Prescott ("City") wishes to consent to the amendment to that certain lease originally dated November 8, 1994, between the City and Bonanza Enterprises, Inc. (City Contract No. 1994-124, Ordinance No. 3282) (hereinafter referred to as the "Lease"); and

WHEREAS, the Lease was amended March 14, 1995 (City Contract No. 1994-124A, Ordinance No. 3327), and which Lease was further amended on March 2, 1999 (City Contract 1994-124B, Ordinance No. 3850), and which Lease was further amended on September 30, 2002 (City Contract No. 2002-248/1994-124C, Ordinance No. 4273); and

WHEREAS, although the Lease was further amended on December 31, 2002, by the Airport Manager to change Lease Exhibit 'A' (City Contract No. 1994-124D), this amendment was not brought to Council for approval; and

WHEREAS, on February 25, 2005, the Airport Manager consented to the assignment of the Lease from Bonanza Enterprises, Inc., to Spitfire Films, Inc. (City Contract No. 1994-124AS1), such consent to assign was also not brought before the Council; and

WHEREAS, such Consent referenced in the immediate Recital above shall operate as a novation; and

WHEREAS, it is in the best interest of the City for the Council to ratify the administrative Lease changes of December 31, 2002, and February 25, 2005; and

WHEREAS, it is in the best interest of the City for the Council to approve the amendment to the Lease (City Contract No. 1994-124E) with the revised Legal Description and Lease Exhibits; and

WHEREAS, the Consent and Novation of the Lease and all subsequent lease amendments will benefit 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 consents to the approval of the Lease Amendment (City Contract No. 1994-124D) dated December 31, 2002, between the City and Bonanza Enterprises, Inc., and/or otherwise ratifies the prior administrative Lease Amendment; and

Section 2. THAT, the City Council hereby ratifies the February 25, 2005 (City Contract No. 1994-124AS1), consent to assignment of lease and novation to that certain lease between the City and Bonanza Enterprises, Inc., to SPITFIRE FILMS, Inc., and/or otherwise ratifies the prior administrative Lease Amendment; and

Section 3. THAT, the City Council hereby consents to the approval of the Lease Amendment (City Contract No. 1994-124E) for a revised lease exhibit with a new legal description.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG
City Clerk

JON M. PALADINI
City Attorney

LEGAL DESCRIPTION

2014 LEASE – HANGAR AND RAMP

April 2, 2014

That portion of Section 25, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, in the City of Prescott, County of Yavapai, State of Arizona, more particularly described as follows:

Commencing at the intersection of the north line of said Section 25 and the northwest boundary of the Prescott Municipal Airport as shown on Record of Survey filed in Book 10 Page 48 of Land Surveys, in the office of the Recorder of said County, from which the northwest corner of said Section bears N89°39'41"W 1765.01 feet (Basis of Bearings for this description);

Thence S34°16'58"W 2897.44 feet to the **TRUE POINT OF BEGINNING**, said point being marked by a spike and washer tagged LS 26405;

Thence S43°51'04"E 129.50 feet to a point marked by a spike and washer tagged LS 26405;

Thence S45°36'43"W 54.48 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

Thence N67°40'36"W 67.06 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

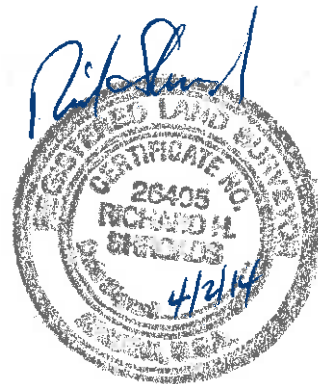
Thence N44°36'03"W 50.26 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

Thence N33°01'53"W 20.94 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

Thence N39°28'46"E 23.26 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

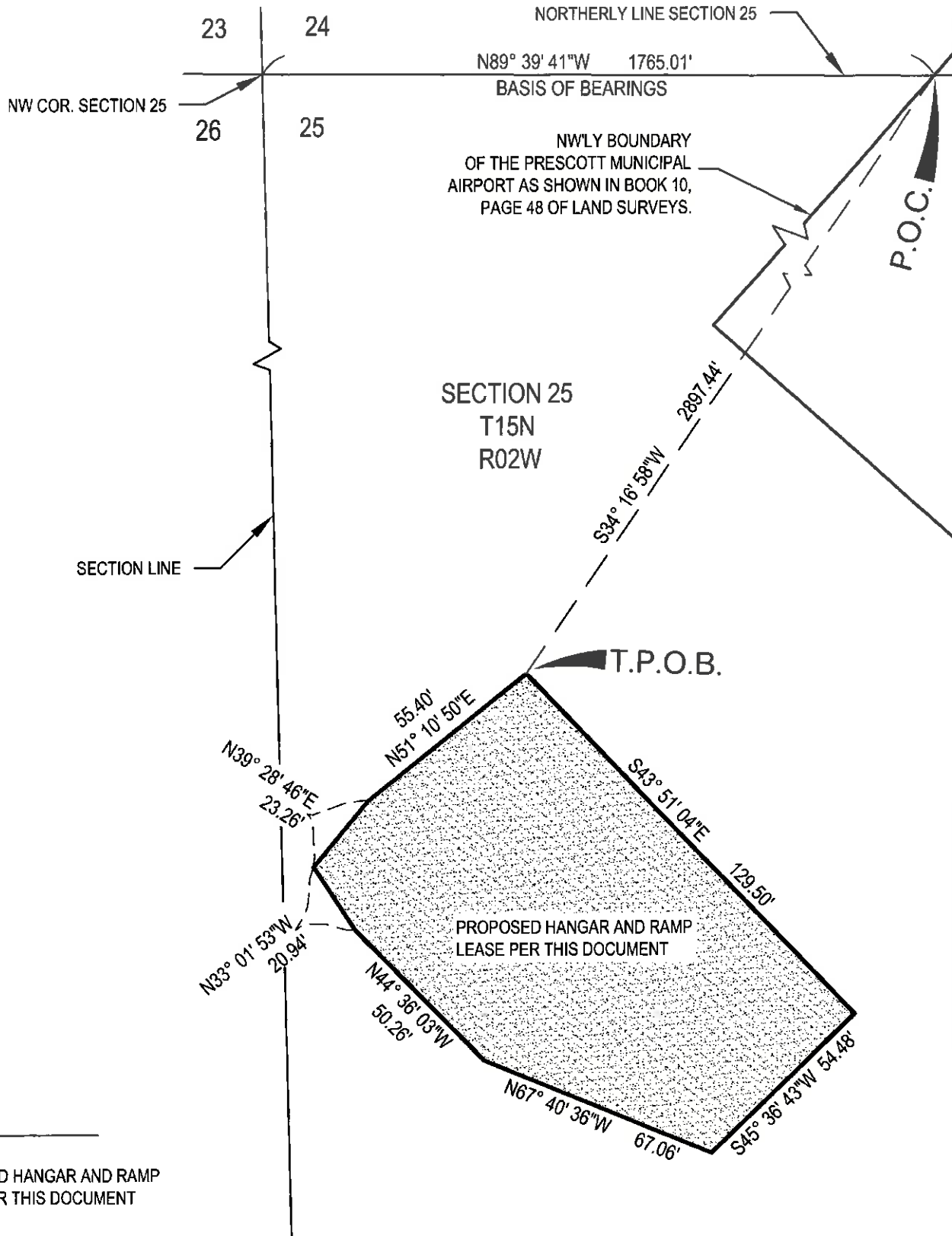
Thence N51°10'50"E 55.40 feet to the **TRUE POINT OF BEGINNING**.

Containing 9971 square feet, or 0.229 Acres, more or less.

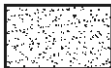


Exp. 9.30.16

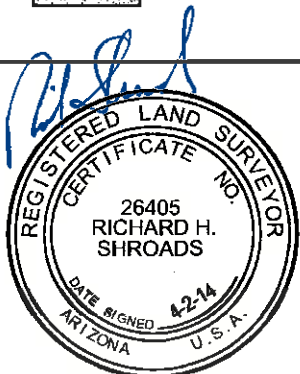
SCALE: 1" = 40'



LEGEND



PROPOSED HANGAR AND RAMP
LEASE PER THIS DOCUMENT



EXPIRES 09/30/2016



2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

PRESCOTT, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2014706
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P: X:\2014\2012706 - City of Prescott Airport Leases

SHEET 1 OF 1

LEGAL DESCRIPTION

2014 LEASE – LANDSCAPING

April 2, 2014

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Thence N77°04'55"W 29.04 feet;

Thence N53°11'54"W 49.52 feet;

Thence N50°28'48"W 50.94 feet;

Thence N45°48'30"E 23.38 feet to the most westerly corner of the 2014 LEASE – HANGAR AND RAMP lease parcel described herein, said point being marked by a ½ inch diameter rebar capped LS 26405;

Thence along the following four courses of the southwesterly and southeasterly boundary of said **2014 LEASE – HANGAR AND RAMP** lease parcel described herein:

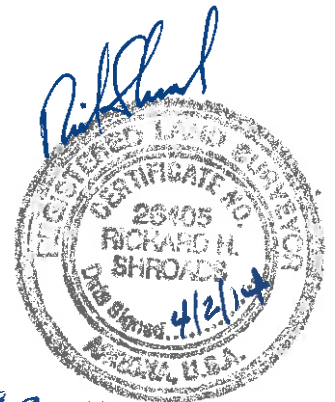
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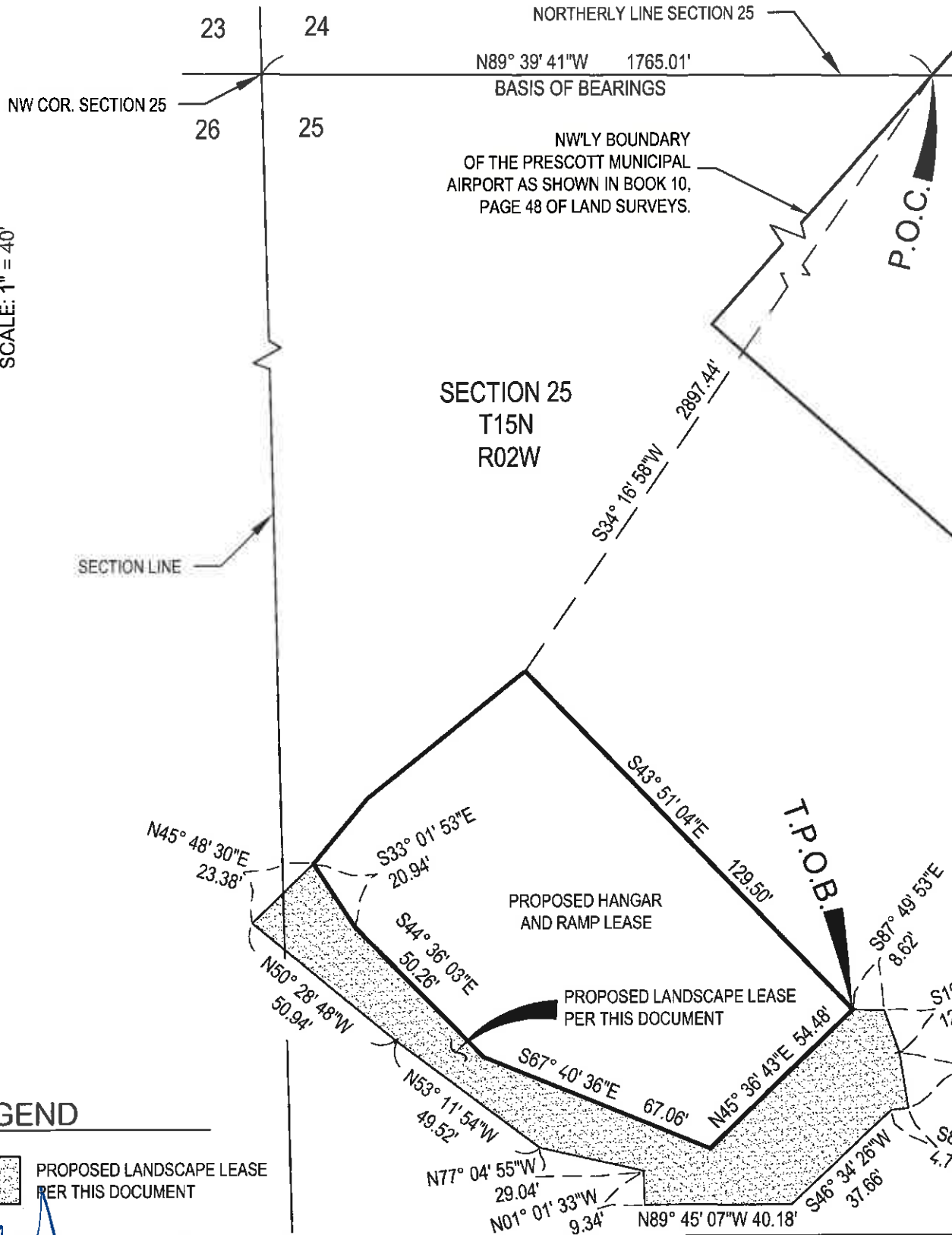
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Containing 3852 square feet, or 0.088 Acres, more or less.





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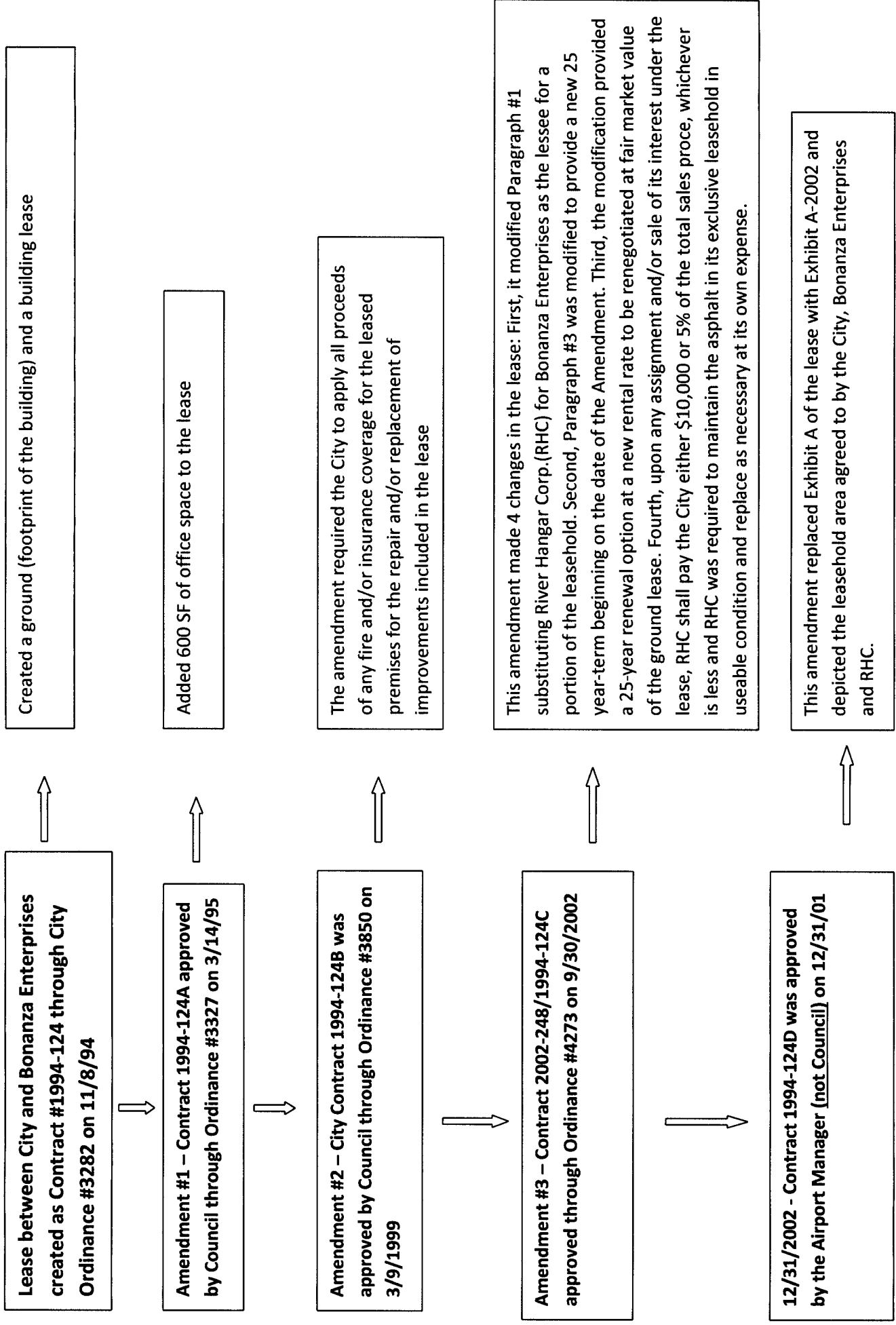
PRESCOTT, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2014706
P: X:\2014\2012706 - City of Prescott Airport Leases			SHEET 1 OF 1

EXPIRES 09/30/2016

Lease Amendment Process of Spitfire Lease - 1994 to-date





2/25/05 – Airport Manager signed the Consent to Assignment of Lease and Novation through Contract 1994-124AS1. This Assignment was not brought to Council.



The Assignment was from RHC to Spitfire Films with the City receiving \$10,000 from Bonanza Enterprises for the lease assignment.



Paragraph 5 of the lease states the lessee may sublet the leased premises with the prior written approval of the Airport Manager.



A sublease, assignment or transfer is invalid unless approved by the City Council. With proof of the proposed sale of the Lessee's business, the Council may authorize the assignment of the remainder of the term of the Lease to the new business owner.



A new lease Amendment (City Contract 1994-124E) is being requested and this step requires the City Council to administratively ratify Contracts 1994-124D and 1994-124AS1 (as they were not previously brought to Council).



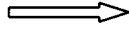
Council action to approve or disapprove any sublease, assignment or transfer, and any amendment is required.



Contract 1994-124E provides a new Legal Description for the Lease



The new lease increases the leased area to 9,971 square feet and a landscape easement and an increase in the landscape easement to 3,852 square feet. The amendment is needed due to improvements to the structure which are outside the Legal Description amended in 2002. This additional square footage will also generate increased airport revenues.



It is the Staff recommendation that the City Council ratify the Lease Amendment to Contract 1994-124D, ratify the Assignment of the Spitfire Lease as Contract 1994-124AS21; and authorizing the City to enter into City Contract 1994-124E as the most current amendment to the Lease.



2014 Lease - landscape

2014 Lease- hanger and ramp



City Contract 1994-124E
Amendment to LEASE AGREEMENT
City Contract Numbers: 1994-124, 1994-124A, 1994-124B, 1994-124C, 1994-124D,
and 1994-124AS1

This Amendment to the above referenced City Contract is entered into by and between the **CITY OF PRESCOTT**, (the "**City**") and **SPITFIRE FILMS, INC.**, a California Corporation (the "**Lessee**"), with reference to the following facts:

Whereas, the City and Bonanza Enterprises, Inc. entered into a Lease, dated November 8, 1994; and amended the Lease Agreement on March 14, 1995; and amended the Lease on March 2, 1999; and amended the Lease on September 30, 2002; and modified the September 30, 2002 Amendment on December 31, 2002; and assigned the Lease on February 25, 2005 with respect to certain property located at Ernest A. Love Field, Prescott, Arizona (the "**Lease**"); and

Whereas, City Council through the adoption of Resolution #4204-1412, ratifies the administrative Lease changes of December 31, 2002 and February 25, 2005; and

Whereas, it is in the best interest of the City for Council to approve the amendment to the Lease with the revised Legal Description and Lease Exhibits to correctly state the size and location of the premises; and

Whereas, an amendment to the Lease is necessary to so provide.

NOW, THEREFORE, the parties agree to amend the Lease as follows:

1. Paragraph 1(a) of the Lease is removed in its entirety and replaced with the following:

"The City leases to Lessee, and Lessee leases from the City the Premises described in Exhibit A "Legal Description 2014 Lease – Hangar and Ramp" comprising 9,971 square feet, or 0.229 acres, more or less; and "Legal Description 2014 Lease – Landscaping" comprising 3,852 square feet or 0.088 Acres, more or less, both dated April 2, 2014."

2. Paragraph 2(a) of the Lease is removed in its entirety and replaced with the following:

"The rental rate effective the first day of the month following the execution of this amendment by City Council, for the "Legal Description 2014 Lease – Hangar and Ramp" shall be \$0.1349 per square foot per year equaling \$1,345.44 per year or \$112.12 per month. No additional rent will be charged by the City for the "Legal Description 2014 Lease – Landscaping" in exchange for Lessee's agreement to maintain this landscaping easement. Payments shall be due and payable on the first day of each month for the month to which it applies. Failure to pay the amount of the monthly payment by the tenth

(10th) day of the month in which it is due shall be grounds for termination of this Lease.”

3. Other Terms of Lease. In all other respects, the provisions of the Original Lease, as amended and assigned, are hereby ratified, confirmed and remain in effect.

IN WITNESS WHEREOF, the parties hereto have signed their names

Dated this _____ day of _____, 2014.

LESSEE:

Spitfire Films, Inc.
Christopher Woods, President

Marlin D. Kuykendall, Mayor

ATTEST:

APPROVED AS TO FORM:

Dana R. DeLong
City Clerk

Jon M. Paladini
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

2014 LEASE – HANGAR AND RAMP

April 2, 2014

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EXHIBIT A (con't)

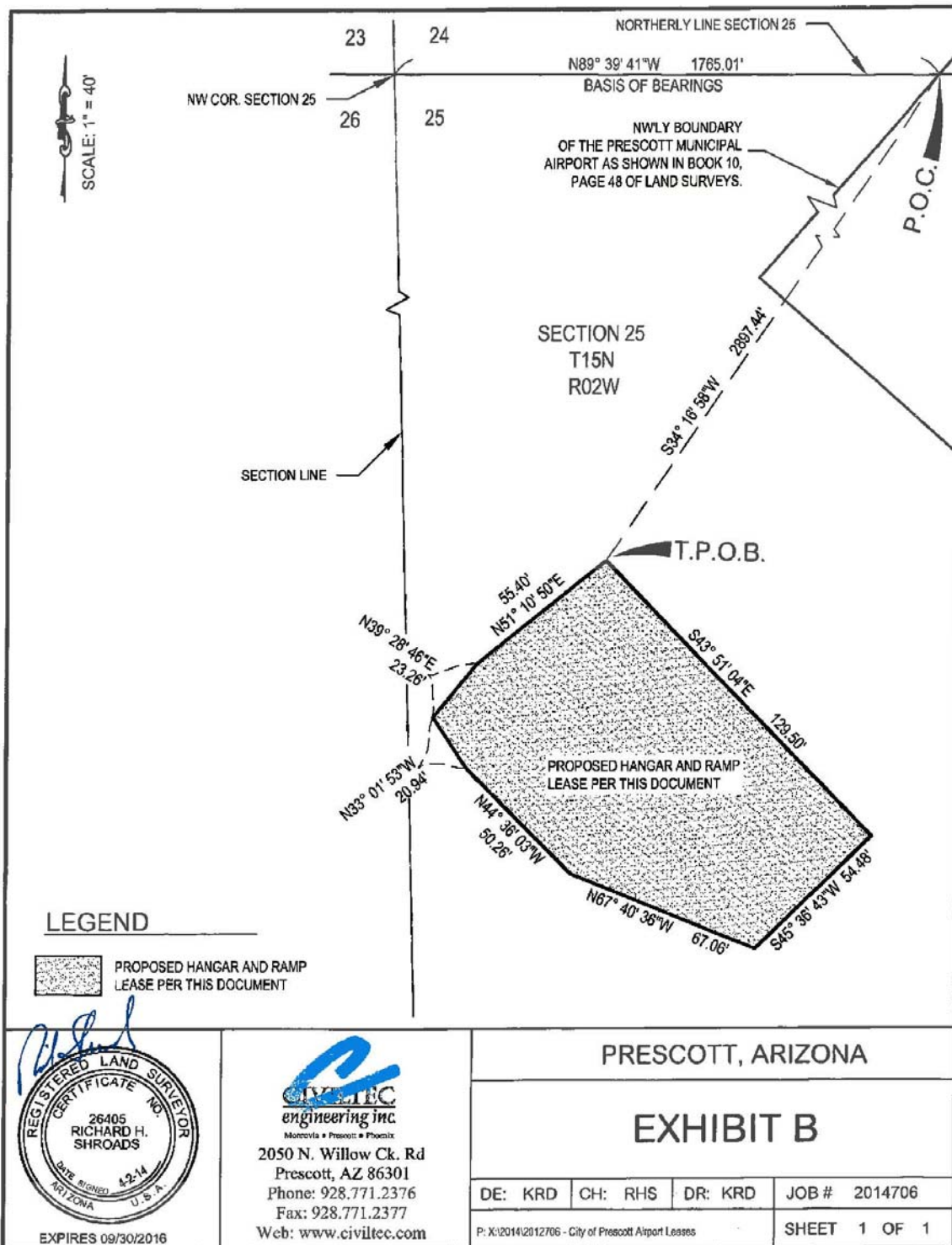


EXHIBIT A (con't)

LEGAL DESCRIPTION

2014 LEASE – LANDSCAPING

April 2, 2014

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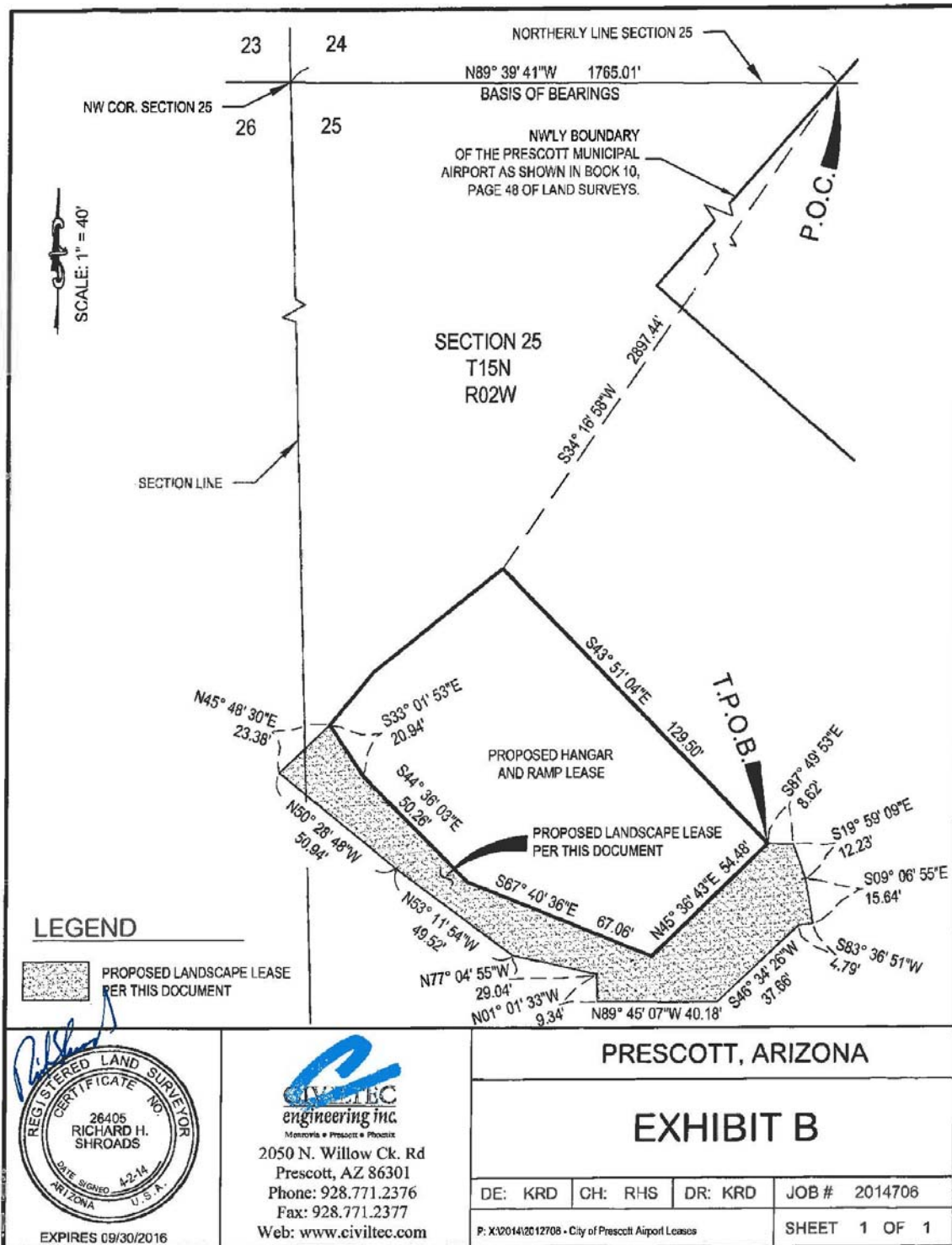
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EXHIBIT A (con't)



Note to Accompanying Spitfire Lease

The accompanying pages reflect the current lease agreement between the City of Prescott and Spitfire Films as of May 30, 2014 containing all amendments and assignments since the initial lease was approved in 1994.

This, along with the proposed new amendment, will become the complete lease agreement going forward with Spitfire Films, Inc.

94-124

LEASE AGREEMENT

THIS Lease made this 8th day of November, 1994, between the City of Prescott, a municipal corporation of the State of Arizona, hereinafter designated "Lessor", and Bonanza Enterprises, Inc., hereinafter designated "Lessee". The parties agree as follows:

RECITALS

The parties recite and declare:

1. Lessor is the owner of an airport known as Ernest A. Love Field at Prescott, Yavapai County, Arizona, referred to as the "Airport".

2. Lessee is engaged in the business of aircraft storage and desires to use City property hereinafter described at the airport to conduct such business.

3. Lessor is willing to lease to Lessee a portion of the airport premises together with such rights and privileges as are set forth in this Agreement.

In consideration of the above recitals, the terms and covenants of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. (a) Description of Property. Lessor hereby grants to Lessee the exclusive use of that certain property owned by Lessor at Ernest A. Love Field, Prescott, Arizona, described as follows: See Exhibits "A" and "A-1", attached hereto and made a part hereof, subject to the City's right to place utilities under and through the demised premises.

(b) Right of Ingress/Egress. Lessee, its employees, customers, passengers, guests, and other invitees shall have the right of ingress to and egress from the premises and facilities referred to in this Agreement. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery, and equipment reasonably required by such persons or organizations. The above described rights of ingress and egress shall be exercised only in accord with Airport Rules, Regulations and Guidelines which are in effect and as may be amended from time to time.

(c) Use of Premises. Lessee covenants and agrees to use the leased premises for aircraft storage and for no other purpose without the prior written permission of the Airport Manager.

2. Lease Payment; Lease Payment Adjustment; Demand.

(a) Lease Payment. The initial annual ground lease payment shall be Eight Cents (\$0.08) per square foot per year commencing upon completion of each of three aircraft storage hangars and one office building. Lease payment amount will be based on actual square footage each hangar and office building occupies. As each aircraft storage hangar is completed, Lessee shall pay to Lessor that sum each and every month thereafter, until adjusted as set forth in Paragraph 2(d). Payments shall be due and payable on the first day of each month for the month to which it applies. Failure to pay the amount of the monthly payment by the tenth (10th) day of the month in which it is due shall be grounds for termination of this Agreement.

(b) In addition to the foregoing rent (2a), the Lessee will pay to the City the annual amount of property tax which would have been paid to the City had the premises not been conveyed to the City. This payment shall be due on April 1st of each year, for the tax liability for the previous calendar year.

(c) Late Charge. Any payment not received by the tenth (10th) day of the month in which it is due shall result in a late charge of 1.5% per month of the amount due.

(d) Lease Payment Adjustments. Adjustments to lease payments shall be made on July 1st of each and every year thereafter based upon increases in the Consumer Price Index (as determined by the U.S. All Cities Index) during the preceding twelve month period ending April 30 of that year, provided, however, that notwithstanding the C.P.I. increase (or absence thereof), the annual rent increase shall be not less than two percent (2%).

(e) Demand. Demand for lease payments shall not need to be made at any time, on the premises or elsewhere, and Lessee shall pay the lease payments without demand being made therefor. Without waiver of this provision, it is the common practice for Lessor to bill its account receivables on a monthly basis. Nevertheless, the terms of this subparagraph govern over any terms contained on such bill.

(f) Security Deposit. Lessee shall deposit with the Lessor upon execution of this Agreement as security for Lessee's faithful performance of Lessee's obligations hereunder, a security deposit in the amount of \$100.00. If Lessee fails to pay rent, or other charges due hereunder, or other defaults with respect to any provision of this Lease, Lessor

may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which the Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage to which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated, and Lessee's failure to do so shall be a material breach of this Lease. Lessee shall not be required to keep said deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other income for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof, and after Lessee has vacated the premises.

3. (a) Duration. Subject to earlier termination as provided in this Agreement, the initial term of this Lease shall be twenty-five (25) years, commencing on November 8, 1994, and ending on November 8, 2019, subject, however, to the option granted by Lessor to Lessee to renew this Agreement for an additional twenty-five (25) year term, at which time the Agreement will be renegotiated. Lessee shall notify Lessor in writing of Lessee's intention to exercise the renewal option not less than sixty (60) days nor more than ninety (90) days prior to the expiration of the initial term of this Agreement.

(b) Peaceable Enjoyment. Lessor covenants to keep Lessee in peaceable possession and enjoyment of the premises during the term of this Lease.

4. Indemnity. Lessee shall assume all risks incident to the use of the premises and shall indemnify Lessor against any loss, damage, or expenses resulting from personal injury or damage to, or loss of property caused in any manner by Lessee, its customers, agents, employees or invitees, and against any loss, damage or expense resulting from injury to Lessee, its customers, agents or employees or invitees.

5. Sublease or Assignment. The leased premises shall not be sublet except as set forth herein. The Lessee may sublet the leased premises with the prior written approval of the Airport Manager, which approval shall not be unreasonably withheld. A sublease or assignment or other transfer is invalid unless approved by the City Council of the City of Prescott. Upon proof of a proposed sale of Lessee's business, the Council may authorize the assignment of the remainder of the term of this Lease to the new business owner. Lessee and the new business owner shall provide full and adequate financial and other information for the Council's re-

subletting, assignment or transfer of any kind shall terminate this Lease without further notice.

6. Lessor's Right of Entry. Lessee shall permit Lessor, acting through and under the supervision of the Airport Manager, to have access to and to enter the leased premises at all reasonable and necessary times to inspect the premises and in order to exercise any right or power reserved to Lessor under the terms and provisions of this Lease, or under the rules and regulations of the airport, as they may be amended from time to time. Lessor shall notify Lessee prior to entry except in the case of an actual emergency.

7. Lessee Responsibilities.

(a) Lessee shall comply with all statutes, ordinances, rules and regulations that are applicable to Lessee's occupation and use of the premises.

(b) Lessee shall provide for and supply at its expense all janitorial service with respect to buildings and facilities situated on the demised premises and shall pay for all utilities, including heat, light, gas, electricity and water used by it in connection with such buildings or facilities.

(c) Lessee shall procure and maintain in force liability insurance covering the leased premises and Lessee's activities thereon in minimum amounts as follows: \$1,000,000.00 per person; \$1,000,000.00 each occurrence; \$1,000,000.00 property damage. Lessor shall be named as an additional insured, and shall be furnished with copies of all insurance policies obtained by Lessee. Lessee agrees to notify Lessor in writing as to any amendment to or cancellation of such policies. Lessee shall obtain insurance as required by this subparagraph as a condition to this Agreement becoming effective, and maintain said insurance during the existence of this Lease. All insurance shall be written with an insurance company approved by and acceptable to the City.

(d) Lessee shall, at its expense and throughout the term of this Lease, maintain, service, replace and keep in good repair the interior structure and exterior structure of the demised premises, including but not limited to, all mechanical equipment, floors, ceilings, walls, doors, glass, plumbing, cleaning, heating and cooling equipment, air conditioning, partitions and electrical fixtures. Lessee will also be responsible for all snow removal on those paved portions constructed by Lessee pursuant to this Agreement.

(e) Lessee shall at all times comply with all applicable federal grant compliance requirements as more particularly set forth in Exhibit "B", attached hereto and made a part hereof.

8. (a) Improvements. Improvements, excluding trade fixtures and equipment, including additions, changes and other improvements shall not be constructed or placed upon the demised premises without the prior written consent of Lessor. All additions, changes and other improvements erected or placed on the demised premises shall remain thereon and shall not be removed therefrom, and at the expiration of this Lease, all such improvements shall become the property of Lessor, free and clear of all encumbrances or liens whatsoever. Lessor reserves the right to enforce this provision beyond the expiration of this Lease. All improvements shall be made in accordance with applicable codes and laws.

(b) Lessee agrees to make the following improvements:

<u>Improvement</u>	<u>Approximate Cost</u>	<u>Approximate Completion Date</u>
* Site Improvements (Consisting of grading, drainage, compaction, utility relocation, paving)	\$60,000	December, 1994
* Construct First Hangar	\$90,000	May, 1995
* Construct Small Office	\$10,000	May, 1995
* Construct Second Hangar	\$70,000	December, 1995
* Construct Third Hangar	\$70,000	December, 1996

Upon completion of each of the foregoing improvements, Lessee shall convey title thereof to the Lessor, free and clear of all liens and encumbrances.

(c) Nonsubordination. The interest of Lessor in the real property and facilities to be constructed, pursuant to this Lease, shall never be subordinated to any other interest.

9. Disadvantaged Business Enterprise (DBE) Assurances.

(a) Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

(b) DBE Obligation. The Lessor agrees to insure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance on contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Lessor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Lessor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

10. Notices. Any notices required under this Lease shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses:

Lessor: City of Prescott
City Clerk
201 South Cortez
Prescott, Arizona 86303

with a copy to: Airport Manager
P.O. Box 2059
Prescott, Arizona 86302

Lessee: Bonanza Enterprises, Inc.
1074 Broken Wagon Trail
Dewey, Arizona 86327

11. Modification. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing, signed by the parties.

12. Terms Binding on Successors and Assigns. The covenants, conditions and terms of this Lease shall extend to and be binding upon the Lessor and Lessee, their heirs, personal representatives and assigns, if any.

13. Termination.

(a) With Cause. The following acts or omissions by Lessee shall constitute a material breach of this Lease. The parties agree that, upon occurrence of any such act or omission, Lessor may, at its option, terminate the Lease by giving Lessee thirty (30) days written notice of its intention to terminate the Lease and specifying the breach:

1. Abandonment of the premises for thirty (30) or more consecutive days.

2. Assignment, transfer, sale or sublease of the right to occupy the premises without first obtaining written permission of Lessor.
3. Nonpayment of lease payment.
4. Committing waste or using the premises in a manner not authorized by this Lease.
5. Initiation of any proceedings by Lessee under Chapter 7, Chapter 11 or Chapter 13 of the United States Bankruptcy Code.
6. Failure to maintain insurance as specified in this Lease.
7. Breach of any provision of this Lease.

(b) Unless otherwise agreed in writing by Lessor, Lessee shall have fifteen (15) days in which to cure the breach of this Agreement to the satisfaction of Lessor. In the event Lessee shall not have cured the specified breach to the satisfaction of Lessor, Lessee shall peaceably quit and surrender the premises without further notice and without the necessity of litigation.

(c) Notwithstanding any other provision to the contrary in this Agreement, it is expressly agreed by and between the parties that this Agreement is subject to the provisions of Title 33, Chapter 3, Article 4 of the Arizona Revised Statutes.

14. Notice of Lien.

(a) Lessor shall have a possessory lien from the date rent is unpaid and due in all personal property stored within the leased premises. Property stored in the leased premises may be sold to satisfy the lien if Lessee is in default. In order to provide notice of sale to enforce the Lessor's possessory lien, Lessee agrees to and shall disclose, upon request by Lessor, any lienholder or secured parties who have an interest in property that is or will be stored on the premises.

(b) It is expressly agreed by and between the parties that this Agreement is subject to the provisions of Title 33, Chapter 7, Article 7 of the Arizona Revised Statutes.

15. Personal Interest. Lessee warrants that it did not collude with any other party or parties for the purpose of preventing any other bid for this Lease being made.

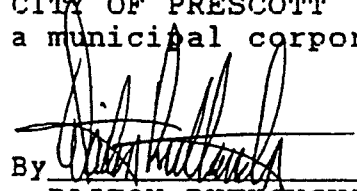
16. Attorney Fees; Costs. In the event of any litigation or other proceeding concerning this Lease, the prevailing party shall be entitled to its reasonable costs and attorney fees from the other party.

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

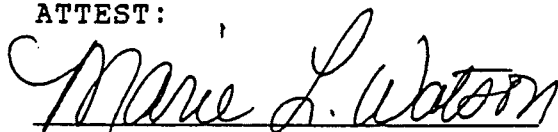
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LESSOR:

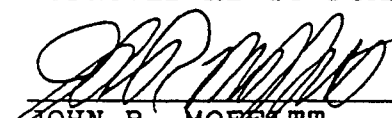
CITY OF PRESCOTT
a municipal corporation

By 
DAITON RUTKOWSKI, Mayor

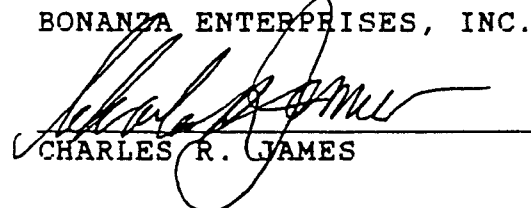
ATTEST:


MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:


JOHN R. MOFFITT
City Attorney

LESSEE:

BONANZA ENTERPRISES, INC.

CHARLES R. JAMES

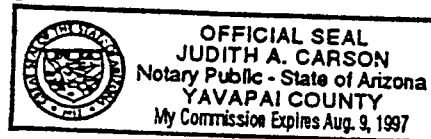
STATE OF ARIZONA -)
) ss.
County of Yavapai)

Before me, the undersigned officer, personally appeared DAITON RUTKOWSKI and MARIE L. WATSON, Mayor and City Clerk respectively of the City of Prescott, Arizona, and acknowledged that they executed the foregoing Agreement for and on behalf of the City of Prescott, being duly authorized so to do.

SUBSCRIBED AND SWORN to before me this 9th day of November, 1994.

Judith A. Carson
NOTARY PUBLIC

My Commission Expires:



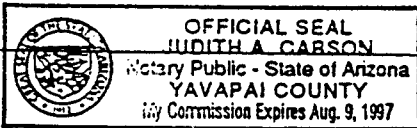
STATE OF ARIZONA)
) ss.
County of Yavapai)

Before me, the undersigned officer, personally appeared CHARLES R. JAMES, Secretary for Bonanza Enterprises, Inc., and acknowledged that he executed the foregoing Agreement for and on behalf of Bonanza Enterprises, Inc., being duly authorized so to do.

SUBSCRIBED AND SWORN to before me this 3rd day of November, 1994.

Judith A. Carson
NOTARY PUBLIC

My Commission Expires:

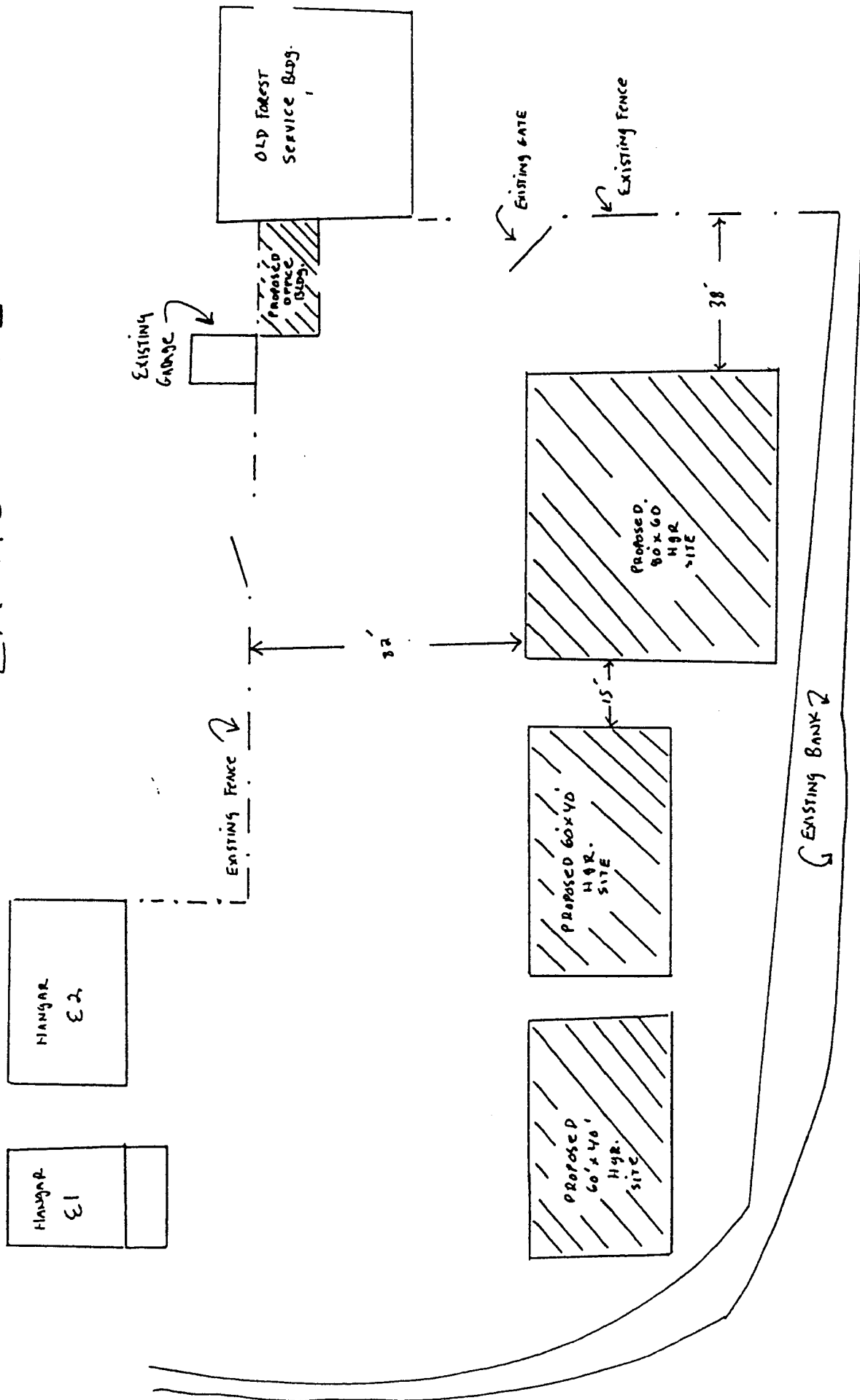


LE9404
10/31/94

EXHIBIT "A"

Approximately twelve thousand square feet of real property (together with three [3] aircraft storage hangars and one [1] office building to be constructed thereon by the Lessee), the demised premises to be the real property upon which the foregoing hangars and office building are located. The approximate location of the foregoing hangars is more specifically set forth in the attached Exhibit A-1.

EXHIBIT "A-1"



DRAWING NOT TO SCALE

EXHIBIT "B"

FEDERAL PROVISIONS

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this Lease Agreement and the estate hereby created without liability therefore or at the election of the Lessor or the United States either or both said Governments shall have the right to judicially enforce provisions.
6. Lessee agrees that it shall insert the above five provisions in any Lease Agreement by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the Subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.
8. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
9. The Lessor reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, relative to the development, operation or maintenance of the airport.
11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on Ernest A. Love Field.
12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,030 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
14. The Lessee by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Ernest A. Love Field or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

EXHIBIT
C3/23/94

ORDINANCE NO. 3282

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AWARDING A LEASE OF CITY-OWNED PROPERTY AT ERNEST A. LOVE FIELD TO BONANZA ENTERPRISES.

WHEREAS, the City has advertised for proposals to lease certain real property in accordance with Article VIII of the City Charter; and

WHEREAS, the City wishes to award the proposal for said lease to the best qualified proposer; and

WHEREAS, the City Council has determined that BONANZA ENTERPRISES, INC. has submitted the best qualified proposal for the foregoing lease.

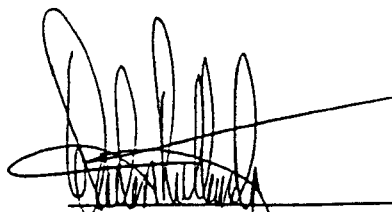
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the proposal of BONANZA ENTERPRISES, INC. for the lease of approximately 12,000 square feet at Ernest A. Love Field is hereby accepted.

SECTION 2. THAT, all other bids and proposals for the foregoing are hereby rejected.

SECTION 3. THAT, the Mayor and Staff are hereby authorized to execute the attached lease on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the foregoing.

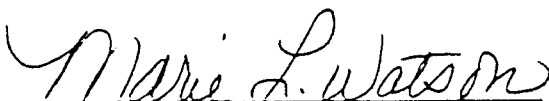
PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 8th day of NOVEMBER, 1994.



DAITON RUTKOWSKI, Mayor

ATTEST:

APPROVED AS TO FORM:



MARIE L. WATSON, City Clerk



JOHN R. MOPPITT, City Attorney

#94-124A

AMENDMENT TO LEASE AGREEMENT

WHEREAS, Bonanza Enterprises Inc. (hereinafter referred to as "Bonanza") did enter into a certain lease agreement (hereinafter referred to as "the agreement") with the City of Prescott (hereinafter referred to as "City") on or about the 8th day of November, 1994, City Contract Number 94-124; and

WHEREAS, the parties do now wish to add additional property to the demised premises.

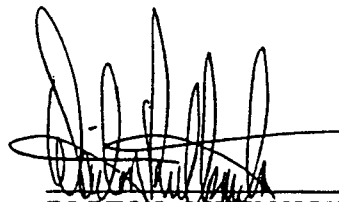
NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Exhibit "A" of the agreement is hereby amended to:

"Approximately twelve thousand six hundred square feet of real property, together with three (3) aircraft storage hangars and one (1) office building to be constructed thereon by the Lessee, the demised premises to be the real property upon which the foregoing hangars and office building are located. The approximate location of the foregoing hangars is more specifically set forth on the attached Exhibit "A-1".

2. That Exhibit "A-1" of the agreement is hereby amended by adding 600 square feet as shown on the amended Exhibit "A-1", attached hereto and made a part hereof.
3. That, except as amended herein, certain agreement between the parties dated November 8, 1994, remains in full force and effect.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 14th day of MARCH, 1995.



DAYTON RUTKOWSKI, Mayor

ATTEST:

APPROVED AS TO FORM:



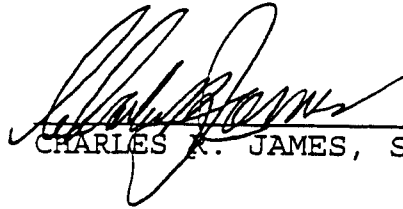
MARIE L. WATSON
City Clerk



JOHN R. MOFFATT
City Attorney

LESSEE:

BONANZA ENTERPRISES, INC.



CHARLES R. JAMES, Secretary

STATE OF ARIZONA)
)
County of Yavapai)

ss.

March SUBSCRIBED AND SWORN TO before me this 16th day of
_____, 1995, by Charles R. James, Secretary for
Bonanza Enterprises, Inc.



Notary Public

My Commission Expires:

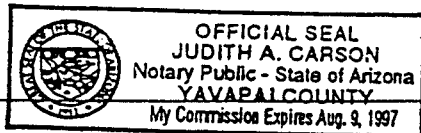
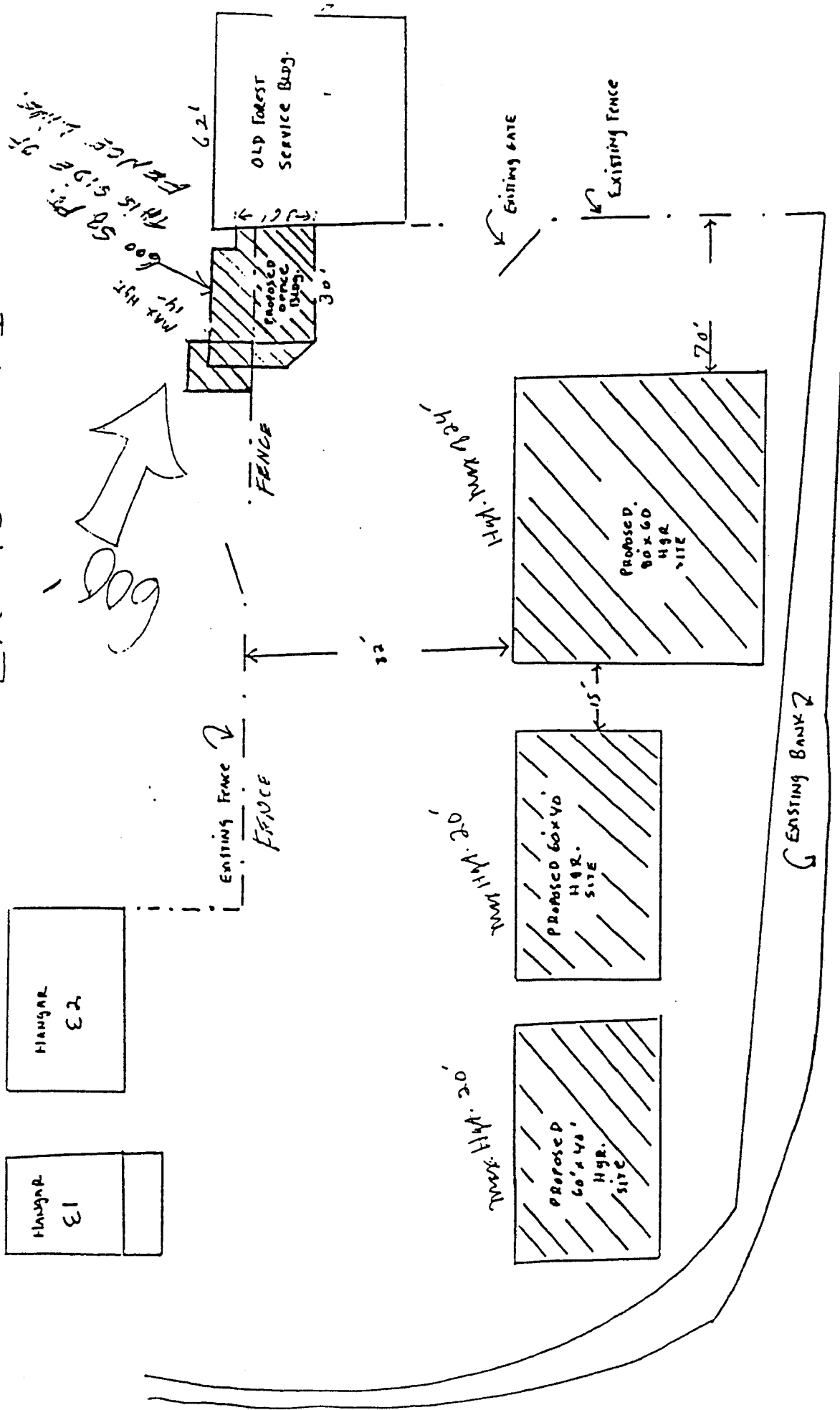


EXHIBIT A-1



Drawing Not to Scale

BEI

BONANZA ENTERPRISES, INC.

1074 BROKEN WAGON TRAIL, DEWEY, AZ 86327
(602) 775-5646

FILED WITH
CITY CLERK

Date 1-30-95 Hr. 2:00 P. M

Sign. Judy Carson

PROPOSAL TO LEASE LAND AT ERNEST A. LOVE FIELD

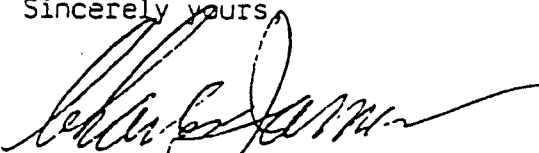
JANUARY 6, 1995

Mr. Robert Mezzetti
Airport Manager
Ernest A. Love Field
Prescott, AZ 86301

Please accept this proposal to lease 600 sq feet of airport property located adjacent to the Old Forest Service hanger. This 600 sq feet of land would be included in the construction and expansion of a new office building. Additional property currently leased by Bonanza Enterprises would be used to complete the 1200 sq feet building. The attached sheet indicates more specific location of subject property.

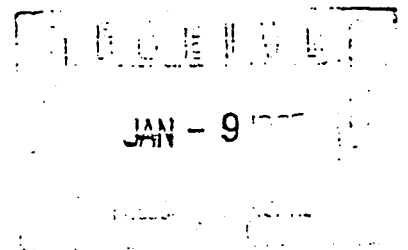
All improvements would be conveyed to the City of Prescott upon completion. Bonanza Enterprises would require a lease agreement of 25 years with one 25 year option. Ground rent would be 8¢ sq ft, beginning when property is occupied.

Sincerely yours,



Charles James, Secretary
Bonanza Enterprises, Inc.

CJ/j



ORDINANCE NO. 3327

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING ORDINANCE NUMBER 3282 BY AMENDING A CERTAIN LEASE WITH BONANZA ENTERPRISES, INC., WHICH WAS APPROVED THEREIN.

WHEREAS, the City of Prescott approved a certain lease with Bonanza Enterprises, Inc. for property at Ernest A. Love Field pursuant to Ordinance Number 3282; and

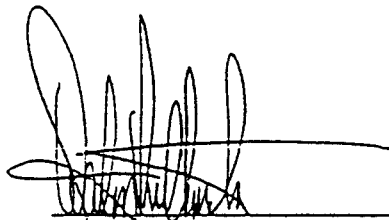
WHEREAS, the City Council does now wish to amend the underlying lease.

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

SECTION 1. THAT, the lease between the City of Prescott and Bonanza Enterprises, Inc., as adopted pursuant to Ordinance Number 3282, is hereby amended as set forth in Exhibit "A", attached hereto and make a part hereof.

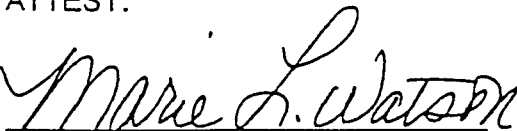
SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute any and all documents on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 14th day of MARCH, 1995.



DAYTON RUTKOWSKI, Mayor

ATTEST:



MARIE L. WATSON, City Clerk

APPROVED AS TO FORM:



JOHN R. MOFFITT, City Attorney



M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • G.P.S. • LAND PLANNING

PROPERTY DESCRIPTION
Old City Lease - Hangar

All that portion of Section 25, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, located within the boundaries of the Prescott Municipal Airport, more particularly described as follows:

Commencing at the intersection of the north line of said Section 25 with the west boundary of the Prescott Municipal Airport, from whence the northwest corner of said Section 25 bears North 89°58'41" West, 1765.15 feet (basis of bearings for this description), as shown on the Record of Survey in Book of Land Surveys, Page, on file in the office of the Yavapai County Recorder;

Thence, South 33°56'05" West, 2909.89 feet to the **POINT OF BEGINNING**, the northwest corner of a hangar;

Thence, South 44°27'00" East, 80.34 feet to the northeast corner of said hangar;

Thence, South 45°33'00" West, 56.41 feet to the southeast corner of said hangar;

Thence, North 44°27'00" West, 80.34 feet to the southwest corner of said hangar;

Thence, North 45°33'00" East, 56.41 feet to the **POINT OF BEGINNING**;

Containing 4532 square feet, more or less.

Oct. 9, 2000
00-129





M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • G.P.S. • LAND PLANNING

PROPERTY DESCRIPTION
New City Lease - Hangar & Tie Down Area

All that portion of Section 25, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, located within the boundaries of the Prescott Municipal Airport, more particularly described as follows:

Commencing at the intersection of the north line of said Section 25 with the west boundary of the Prescott Municipal Airport, from whence the northwest corner of said Section 25 bears North 89°58'41" West, 1765.15 feet (basis of bearings for this description), as shown on the Record of Survey in Book of Land Surveys, Page, on file in the office of the Yavapai County Recorder;

Thence, South 34°04'50" West, 2896.13 feet to the **POINT OF BEGINNING**;

Thence, South 44°27'00" East, 136.59 feet;

Thence, South 45°33'00" West, 68.41 feet;

Thence, North 44°27'00" West, 136.59 feet;

Thence, North 45°33'00" East, 68.41 feet to the **POINT OF BEGINNING**;

Containing 9344 square feet, more or less.

Oct. 9, 2000
00-129





M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • G.P.S. • LAND PLANNING

PROPERTY DESCRIPTION
Landscape Easement

All that portion of Section 25, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, located within the boundaries of the Prescott Municipal Airport, more particularly described as follows:

Commencing at the intersection of the north line of said Section 25 with the west boundary of the Prescott Municipal Airport, from whence the northwest corner of said Section 25 bears North 89°58'41" West, 1765.15 feet (basis of bearings for this description), as shown on the Record of Survey in Book of Land Surveys, Page, on file in the office of the Yavapai County Recorder;

Thence, South 34°04'50" West, 2896.13 feet;

Thence, South 45°33'00" West, 68.41 feet to the **POINT OF BEGINNING**;

Thence, South 44°27'00" West, 136.59 feet;

Thence, North 45°33'00" East, 70.97 feet;

Thence, South 74°53'43" East, 4.52 feet;

Thence, South 21°16'57" East, 13.62 feet;

Thence, South 12°58'51" East, 15.41 feet;

Thence, South 89°35'01" West, 5.35 feet;

Thence, South 45°29'48" West, 37.88 feet;

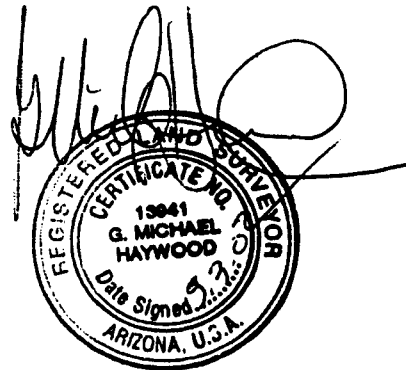
Thence, North 89°13'43" West, 69.80 feet;

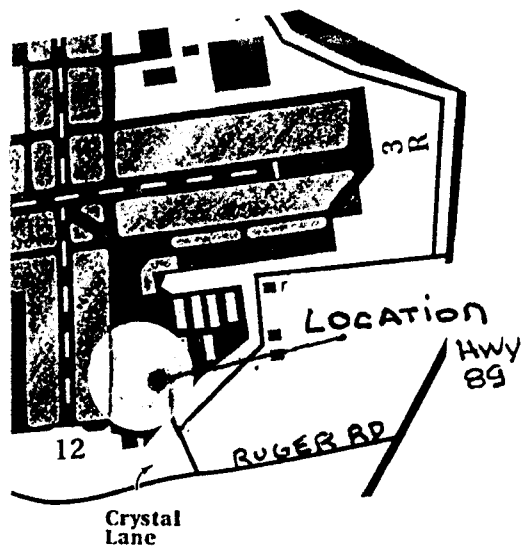
Thence, North 44°27'00" West, 112.92 feet;

Thence, North 45°33'00" East, 31.04 feet to the **POINT OF BEGINNING**;

Containing 5614 square feet, more or less.

00-129 September 3, 2002





5' 10' 30' 50'

SCALE

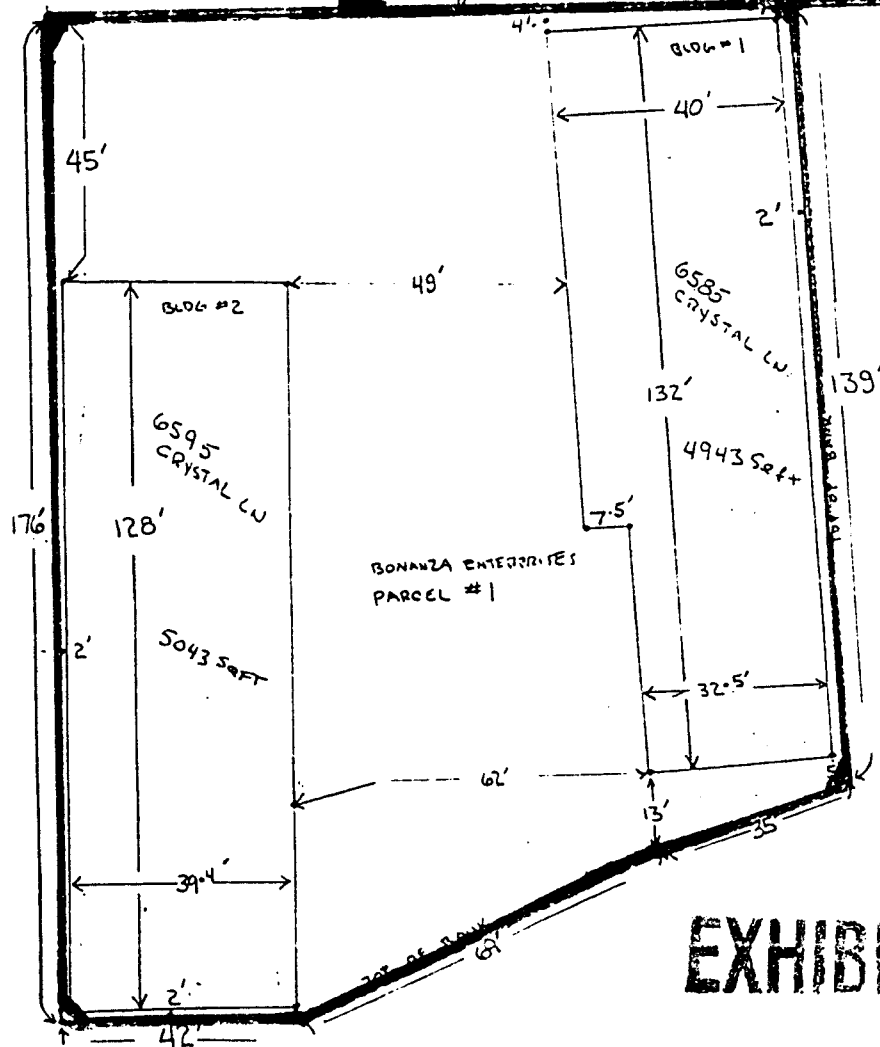
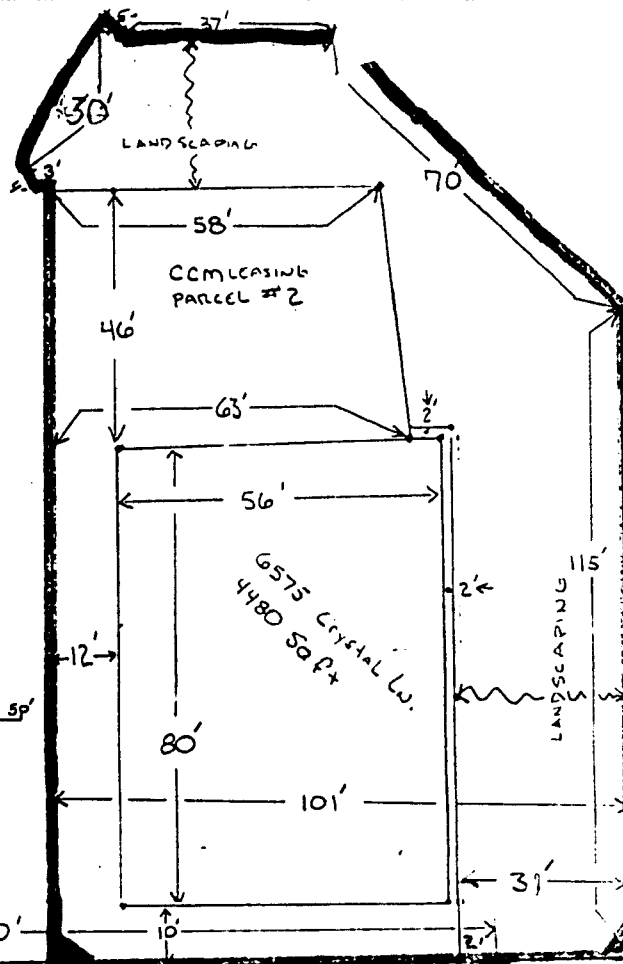


EXHIBIT A - 2002

LEASE AGREEMENT
SECOND AMENDMENT

#94-124B

WHEREAS the City of Prescott (hereinafter referred to as "Lessor") did enter into a certain lease agreement with Bonanza Enterprises, Inc. on or about the 8th day of November, 1994, more particularly identified as City Contract Number 94-124 (hereinafter referred to as the "Lease"); and

WHEREAS the parties do now wish to amend said lease.

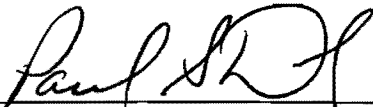
NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That paragraph 7 of the Lease is hereby amended by adding a new subsection "F", to read as follows:

(f) That the City of Prescott will apply all proceeds of any fire and/or extended coverage insurance covering the Leased premises to the repair and/or replacement of the improvements included in the Lease.

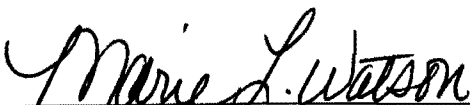
2. That except as amended herein and as amended by that certain amendment dated March 14, 1995, City Contract Number 94-124 remains in full force and effect.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 9th day of MARCH, 1999.


PAUL S. DALY, Mayor

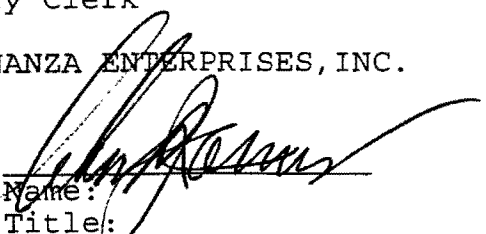
ATTEST:

APPROVED AS TO FORM:


MARIE L. WATSON
City Clerk


JOHN R. MOFFITT
City Attorney

BONANZA ENTERPRISES, INC.

By: 

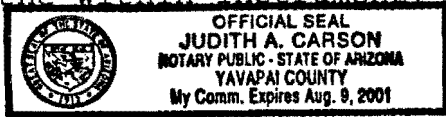
Name:

Title:



STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 10th day of March, 1999, by Paul S. Daly, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.



[Seal]

Judith A. Carson
Notary Public

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 11th day of March, 1999, by Charles James, the Secretary of Bonanza Enterprises, Inc., 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.



Notary Public State of Arizona
Yavapai County
Debra E. Hall
Expires October 19, 2002

Debra E. Hall
Notary Public

94-124B

#02-248

**Amendment to
November 8, 1994 Lease Agreement**

THIS AGREEMENT is made and entered into this 30th day of September 2002, by and among the City of Prescott, a municipal corporation of the State of Arizona (hereinafter "Landlord"), Bonanza Enterprises, Inc., and its successors and assigns, (hereinafter "Bonanza"), and Thelton D. Beck dba CCC Leasing, and its successor River Hangar Corporation (hereinafter "RHC"). Landlord, Bonanza and RHC shall collectively be referred to herein as "the Parties."

WHEREAS, Landlord and Bonanza entered into a written Lease Agreement dated November 8, 1994 and whereas that Lease Agreement was amended on March 14, 1995 (collectively the "Lease"), attached hereto as Tabs 1 and 2. The Lease includes approximately 12,000 square feet of real property located at the Prescott Municipal Airport, Prescott, Arizona, as specifically identified in Exhibits "A" and "A-1" attached to the Lease (hereinafter "the Premises");

WHEREAS, certain disputes have arisen between RHC and Bonanza under a separate sublease agreement between Bonanza and RHC, and RHC desires to assume certain obligations and rights of Bonanza under a portion of the Lease, lease additional space from the Landlord, and the Landlord desires to amend and revise certain provisions of the Lease pertaining to Bonanza and RHC.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is acknowledged by signing below, the Parties mutually agree to amend and modify the Lease as follows:

1. Paragraph 1(a) of the Lease is amended to substitute River Hangar Corporation for Bonanza as the Lessee for only that portion of the leasehold identified as the "80' x60' hangar site" described in Exhibit "A-1" to the Lease (hereinafter the "CCC Hangar Space"). The CCC Hangar Space is depicted and described as the "Old City Lease" on the October 9, 2000 survey prepared by M. Haywood Associates, Inc., attached hereto as Tab 3. From and after the effective date of both (i) this amendment, and also (ii) a new lease agreement between Landlord and Bonanza ("the 2002 Lease"), the exhibits presently identified as Exhibits "A" and "A-1" in the Lease and the descriptions herein contained of the CCC Hangar Space and the New Landscape Easement shall be superceded by the exhibit labeled "Exhibit A-2002", attached hereto under Tab 4. RHC shall assume and become solely responsible as the new lessee for all obligations and liabilities thereunder for the CCC Hangar Space from the date of this amendment. RHC agrees to assume and pay directly to the Landlord the rent attributable to the CCC Hangar Space in the amounts provided under paragraphs 2 (a) through (d) of the Lease, as herein amended, in the current-amount of \$726.30 which equals \$60.53 per month, effective from the date of this amendment. RHC agrees, insofar as the

CCC Hangar Space is concerned, to perform all obligations of the Lessee to the same extent as if RHC had in the first instance been named as Lessee in the Lease, and Landlord agrees, insofar as the CCC Hangar Space is concerned, to treat RHC as if RHC had in the first instance been named as Lessee in the Lease, and Landlord agrees that RHC shall have no liability for any obligations of Bonanza arising under or relating to the Lease prior to or in existence on the day prior to the date when this Amendment to the November 8, 1994 Lease Agreement is approved by the City Council. RHC assumes no obligations to any other tenant hereunder.

2. Paragraph 1(a) of the Lease is amended to further include as part of RHC's exclusive leasehold that space depicted and described as the "New City Lease" on the October 9, 2000 survey prepared by M. Haywood Associates, Inc., attached hereto as Tab 3. The additional space shall be for the same term and at the same rental rate as set forth in this Amendment, and is included in the dollar figure set forth in paragraph 1 above, subject to increases as contemplated in paragraphs 4 and 5 below.

3. Paragraph 1(a) of the Lease is further amended to include as part of RHC's exclusive leasehold that space identified as the "New Landscape Easement" on the October 9, 2000 survey and property description prepared by M. Haywood Associates, Inc., attached hereto as Tab 3. No additional rent will be charged by the Landlord for the landscape area in exchange for RHC's agreement to maintain that easement area.

4. Paragraph 2(a) of the Lease is amended as to RHC and Bonanza to increase the rental rate to \$.10 per square foot per year effective from the date of this amendment. The rent may thereafter be adjusted in the manner set forth in paragraph 2(d) of the Lease, commencing as of July 2002. *slide 2003.*

* 5. Paragraph 3(a) of the Lease is amended as to RHC to provide for a new twenty-five (25) year term commencing from the date of this amendment. Paragraph 3(a) is further amended to provide RHC a 25-year renewal option as provided in the Lease at a new rental rate that will be renegotiated at the fair market value of the ground of the exclusive leasehold, but not including the added value of the hangar building or additional improvements or fixtures made by RHC. Notwithstanding any other provision herein, if the Lessee or its successor exercises an option to renew the Lease pursuant to paragraph 3(a) thereof. The initial lease payment for the renewed lease term shall be the current market rate for new leases of comparable bare ground at Airport facilities and entered into within one year prior to the completion of the original term of this Lease. If, within ninety (90) days after the expiration of the term of this Lease, the parties fail to agree in a written and executed amendment hereto to the amount of such lease payment, the Lease shall be terminated, unless either party files and serves upon the other party within such 90 day period a declaratory action in Yavapai County Superior Court to determine the

amount of "the current market rate for new leases of comparable bare ground at Airport facilities and entered into within one year prior to the completion of the original term of this Lease." If either party files and serves such an action, the parties hereby waive a jury trial and agree to a trial of such action before the court. Upon exercise of the Lessee's renewal option, subsequent lease payment adjustments shall be made based on the Consumer Price Index adjustment as otherwise provided in paragraph 2(d).

6. Paragraph 5 of the Lease is amended to provide that upon any assignment and/or sale of its interest under the Lease, RHC shall pay the Landlord either \$10,000 or 5% of the total sales price, whichever is less.

7. Paragraph 7(d) of the Lease is hereby amended to require RHC to maintain the asphalt in its exclusive leasehold in a useable condition and replace it as necessary. RHC will bear the cost of such replacement when repair is not feasible or the asphalt in the exclusive leasehold has exceeded its useful life.

8. The Parties contemplate that Landlord and Bonanza shall enter into a new lease agreement identified as "the 2002 Lease" in paragraph 1 above, which terminates any future obligations of Bonanza to Landlord except as is set forth therein. On the possibility of delay in the effectiveness of the 2002 Lease, the parties agree, in the event of any default by Bonanza under the remaining portion of the Lease, RHC's leasehold interest in the CCC Hangar Space and that portion of the Lease pertaining to the CCC Hangar Space shall not be affected and shall remain in full force and effect. When the 2002 Lease becomes effective this Paragraph 8 shall become of no further force or effect.

9. The Landlord represents and warrants to RHC that the Lease, insofar as it relates to the CCC Hangar Space, is in full force and effect and has not been modified, supplemented or amended in any way except as herein provided, nor are there any existing defenses which Landlord has against the enforcement of the Lease insofar as it relates to the CCC Hangar Space.

10. This Amendment contains all understandings and agreements between the Parties. It shall be construed and interpreted in accordance with the laws of Arizona.

11. This Agreement shall be valid and enforceable only when signed by all Parties and approved by the City Council of the City of Prescott. The signature of Bonanza may be supplied on a separate signature page (page 5 of this Amendment to November 8, 1994 Lease Agreement) which may be affixed to this Amendment and copies thereof may be affixed to counterparts and copies of this Amendment, to the same effect as if said signature page and all copies thereof were original signatures, affixed in Prescott, Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the November 8, 1994 Lease Agreement this 30th day of September, 2002.

"Bonanza"

Bonanza Enterprises, Inc.

By: [Signature]
Its Secretary

"RHC"

River Hangar Corporation

By: Thelton D. Beck
Its Asst Secy

CCC Leasing

By: Thelton D. Beck
Thelton D. Beck

"Landlord"

City of Prescott

By: [Signature]
Its MAYOR

ATTEST:

Marie L. Watson
CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

File

**Modification to Amendment to
November 8, 1994 Lease Agreement**

THIS MODIFICATION TO AMENDMENT TO NOVEMBER 8, 1994 LEASE AGREEMENT ("Modification") is made and entered into this 31 day of December 2002, by and among the City of Prescott, a municipal corporation of the State of Arizona (hereinafter "Landlord") and Thelton D. Beck dba CCC Leasing, and its successor River Hangar Corporation (hereinafter "RHC").

WHEREAS, on September 30, 2002 Landlord and RHC entered into an Amendment to November 8, 1994 Lease Agreement (the "Amendment");

WHEREAS, one modification to the Amendment is required to more accurately set forth the intentions and agreement of the parties;

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is acknowledged by signing below, the parties mutually agree to amend and modify the Amendment as follows:

Paragraph 1 of the Amendment is hereby modified as indicated by the underscored language set forth below:

1. Paragraph 1(a) of the Lease is amended to substitute River Hangar Corporation for Bonanza as the Lessee for only that portion of the leasehold identified as the "80' x60' hangar site" described in Exhibit "A-1" to the Lease (hereinafter the "CCC Hangar Space"). The CCC Hangar Space is depicted and described as the "Old City Lease" on the October 9, 2000 survey prepared by M. Haywood Associates, Inc., attached hereto as Tab 3. From and after the effective date of both (i) this amendment, and also (ii) a new lease agreement between Landlord and Bonanza ("the 2002 Lease"), the exhibits presently identified as Exhibits "A" and "A-1" in the Lease and the descriptions herein contained of (i) the CCC Hangar Space, (ii) the New City Lease and (iii) the New Landscape Easement shall be superceded by the exhibit labeled "Exhibit A-2002", attached hereto under Tab 4. Exhibit A-2002 depicts the areas embraced by all three of said descriptions and shall constitute the only description thereof which has been agreed to by the parties. RHC shall assume and become solely responsible as the new lessee for all obligations and liabilities thereunder for the CCC Hangar Space from the date of this amendment. RHC agrees to assume and pay directly to the Landlord the rent attributable to the CCC Hangar Space in the amounts provided under paragraphs 2 (a) through (d) of the Lease, as herein amended, in the current amount of \$726.30 which equals \$60.53 per month, effective from the date of this amendment. RHC agrees, insofar as the CCC Hangar Space is

concerned, to perform all obligations of the Lessee to the same extent as if RHC had in the first instance been named as Lessee in the Lease, and Landlord agrees, insofar as the CCC Hangar Space is concerned, to treat RHC as if RHC had in the first instance been named as Lessee in the Lease, and Landlord agrees that RHC shall have no liability for any obligations of Bonanza arising under or relating to the Lease prior to or in existence on the day prior to the date when this Amendment to the November 8, 1994 Lease Agreement is approved by the City Council. RHC assumes no obligations to any other tenant hereunder.

All other terms and conditions of the Amendment remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Modification this 31 day of December, 2002.

"RHC"

River Hangar Corporation

By: Thelton D. Beck
Its Asst Secy

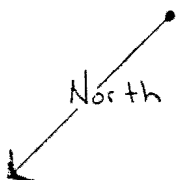
CCC Leasing

By: Thelton D. Beck
Thelton D. Beck

"Landlord"

City of Prescott

By: [Signature]
Its AIRPORT MGR.



Consent to Assignment of Lease and Novation

The City of Prescott, by and through the Prescott Airport Manager, hereby consents to the assignment of that certain Lease between the City of Prescott and RIVER HANGAR CORPORATION, an Wyoming corporation (hereinafter referred to as "Tenant"), more particularly identified as a lease dated November 8, 1994, between the City of Prescott and Bonanza Enterprises, Inc., City of Prescott Contract No. 94-124, which lease was amended March 14, 1995 by an amendment bearing the City of Prescott Contract No. 94-124A, and was further amended by that certain Amendment to November 8, 1994 to Lease Agreement dated September 30, 2002, which amendment was itself modified by that certain Modification to Amendment to November 8, 1994 Lease Agreement dated December 31, 2002, (hereinafter referred to as the "Lease"), to SPITFIRE FILMS, INC., a California corporation (hereinafter referred to as "Assignee"), upon the following terms and conditions:

1. That this consent shall not be deemed a waiver or relinquishment in the future of the covenant against assignment or subletting without first obtaining the consent of the City of Prescott.
2. That this covenant shall operate as a novation, and shall operate to release the Tenant from any and all covenants, stipulations, agreements and obligations under the Lease from and after February 25, 2005.
3. That the Assignee shall agree to accept and abide by any and all provisions in the Lease, and to faithfully perform any and all covenants, stipulations, agreements and obligations under the Lease.

DATED this 25 day of February, 2005.

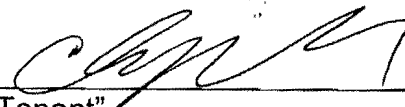
CITY OF PRESCOTT

By: 

RICK SEVERSON

Its: Airport Manager

RIVER HANGAR CORPORATION


"Tenant"

By its President

SPITFIRE FILMS, INC.


"Assignee"

By its President

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Black type is Original lease, City Contract 1994-124A approved by Council 11/8/1994

Amendment color coding

Blue type is 1st Amendment, City Contract 1994-124A approved by Council 3/14/1995 with Ordinance No. 3327

Green type is 2nd Amendment, City Contract 1994-124B approved by Council 3/9/1999 with Ordinance No. 3850

Red type is 3rd Amendment, City Contract 2002-248 & 1994-124C approved by Council September 30, 2002 with Ordinance No. 4273

Pink type is 4th Amendment, City Contract 1994-124D approved by the Airport Manager (NOT Council) on 12/31/2001

Purple type is Consent to Assignment of Lease, City Contract 1994-124-AS1 signed by the Airport Manager (NOT Council) on 2/25/2005

Orange type is 5th Amendment, City Contract 1994-124E to be approved by Council with Resolution #4204-1412

FOR INFORMATIONAL PURPOSES ONLY

1994-124 Lease Agreement

THIS Lease made this 8th day of November, 1994, between the City of Prescott, a municipal corporation of the State of Arizona, hereinafter designated "Lessor", and Bonanza Enterprises, Inc. ~~River Hangar Corporation (RHC)~~ SPITFIRE FILMS, INC., a California corporation hereinafter designated "Lessee". The parties agree as follows:

RECITALS

The parties recite and declare:

1. Lessor is the owner of an airport known as Ernest A. Love Field at Prescott, Yavapai County, Arizona, referred to as the "Airport".
2. Lessee is engaged in the business of aircraft storage and desires to use City property hereinafter described at the airport to conduct such business.
3. Lessor is willing to lease to Lessee a portion of the airport premises together with such rights and privileges as are set forth in this Agreement.

In consideration of the above recitals, the terms and covenants of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. Property

- a) The City leases to Lessee, and Lessee leases from the City the Premises described in the attached Exhibit A "Legal Description 2014 Lease – Hangar and Ramp" comprising 9.971 square feet, or 0.229 acres, more or less; and "Legal Description 2014 Lease – Landscaping" comprising 3,852 square feet or 0.088 acres, more or less, both dated April 2, 2014.

~~Description of Property. Lessor hereby grants to Lessee the exclusive use of that certain property owned by Lessor at Ernest A. Love Field, Prescott, Arizona, described as follows: Only that portion of the leasehold identified as the "80' X 60' hangar site" described in Exhibit "A-1" to the Lease (hereinafter the "CCC Hangar Space". The CCC Hangar Space is depicted and described as the "Old City Lease" on the October 9, 2000 survey prepared by M. Haywood Associates, Inc., attached hereto. From and after the effective date of both (i) this amendment, and also (ii) a new lease agreement between Landlord and Bonanza ("the 2002 Lease"), the exhibits presently identified as Exhibits "A" and "A-1" in the Lease and the descriptions herein contained of the (i) CCC Hangar Space, (ii) the New City Lease and (iii) the New Landscape Easement shall be superceded by the exhibit labeled "Exhibit A-2002" and attached hereto. Exhibit~~

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~~A-2002 depicts the areas embraced by all three of said descriptions and shall constitute the only description thereof which has been agreed to by the parties. RHC Lessee shall assume and become solely responsible as the new lessee for all obligations and liabilities thereunder for the CCC Hangar Space from the date of this amendment.~~

- ~~b) Lessee's exclusive leasehold is that space depicted and described as the "New City Lease" on the October 9, 2000 survey prepared by M. Haywood Associates, Inc., attached hereto. The additional space shall be for the same term and at the same rental rate as set forth in this Amendment, and is included in the dollar figure and, subject to increases as contemplated in paragraph 2. below.~~
 - ~~c) Lessee's exclusive leasehold that space identified as the "New Landscape Easement" on the October 9, 2000 survey and property description prepared by M. Haywood Associates, Inc., attached hereto. No additional rent will be charged by the Landlord for the landscape area in exchange for Lessee's agreement to maintain that easement area.~~
 - ~~d) See The Exhibits "A" and "A-1", attached hereto and made a part hereof, are subject to the City's right to place utilities under and through the demised premises.~~
 - ~~e) Lessee agrees, insofar as the CCC Hangar Space is concerned, to perform all obligations of the Lessee to the same extent as if Lessee had in the first instance been named as Lessee in the Lease and Landlord agrees, insofar as the CCC Hangar Space is concerned, to treat Lessee as if Lessee had in the first instance been named as Lessee in the Lease, and Landlord agrees that Lessee shall have no liability for any obligations of Bonanza arising under or relating to the Lease prior to or in existence on the day prior to the date when this Amendment to the November 8, 1994 Lease Agreement is approved by the City Council. Lessee assumes no obligations to any other tenant hereunder.~~
 - f) Right of Ingress/Egress. Lessee, its employees, customers, passengers, guests, and other invitees shall have the right of ingress to and egress from the premises and facilities referred to in this Agreement. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery, and equipment reasonably required by such persons or organizations. The above described rights of ingress and egress shall be exercised only in accord with Airport Rules, Regulations and Guidelines which are in effect and as may be amended from time to time.
 - g) Use of Premises. Lessee covenants and agrees to use the leased premises for aircraft storage and for no other purpose without the prior written permission of the Airport Manager.
2. Lease Payment; Lease Payment Adjustment; Demand.
- a) The rental rate effective the first day of the month following the execution of this amendment by City Council, for the "Legal Description 2014 Lease – Hangar and Ramp" shall be \$0.1349 per square foot per year equaling \$1,345.44 per year or \$112.12 per month. No additional rent will be charged by the City for the "Legal

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Description 2014 Lease – Landscaping” in exchange for Lessee’s agreement to maintain this landscaping easement. Payments shall be due and payable on the first day of each month for the month to which it applies. Failure to pay the amount of the monthly payment by the tenth (10th) day of the month in which it is due shall be grounds for termination of this Lease.

~~Lease Payment.~~ Lessee agrees to assume and pay directly to the Landlord the rent attributable to the CCC Hangar Space in the amounts provided under paragraphs 2(a) through (d) of the Lease, as herein amended, in the current amount of \$726.30 which equals \$60.53 per month, effective from the date The initial annual ground lease payment shall be Eight Cents (\$0.08) per square foot per year commencing upon completion of each of three aircraft storage hangars and one office building. Lease payment amount will be based on actual square footage each hangar and office building occupies.

- b) ~~Lessee agrees to increase the rental rate to \$.10 per square foot per year effective from the date of this amendment (September 30, 2002). The rent may thereafter be adjusted in the manner set forth in paragraph 2(d) of the Lease, commencing as of July 2002.~~
- c) ~~As each aircraft storage hangar is completed, Lessee shall pay to Lessor that sum each and every month thereafter, until adjusted as set forth in Paragraph 2.d). Payments shall be due and payable on the first day of each month for the month to which it applies. Failure to pay the amount of the monthly payment by the tenth (10th) day of the month in which it is due shall be grounds for termination of this Agreement.~~
- d) In addition to the foregoing rent (2a), the Lessee will pay to the City the annual amount of property tax which would have been paid to the City had the premises not been conveyed to the City. This payment shall be due on April 1st of each year, for the tax liability for the previous calendar year.
- e) Late charge. Any payment not received by the tenth (10th) day of the month in which it is due shall result in a late charge of 1.5% per month of the amount due.
- f) Lease Payment Adjustments. Adjustments to the lease payments shall be made on July 1st of each and every year thereafter based upon increases in the Consumer Price Index (as determined by the U.S. All Cities Index) during the preceding twelve month period ending April 30 of that year, provided, however, that notwithstanding the CPI increase (or absence thereof), the annual rent increase shall be not less than two percent (2%).
- g) Demand. Demand for lease payments shall not need to be made at any time, on the premises or elsewhere, and Lessee shall pay the lease payments without demand being made therefore. Without waiver of this provision, it is the common practice for Lessor to bill its account receivables on a monthly basis. Nevertheless, the terms of this subparagraph govern over any terms contained on such bill.

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- h) Security Deposit. Lessee shall deposit with the Lessor upon execution of this Agreement as security for Lessee's faithful performance of Lessee's obligations hereunder, a security deposit in the amount of \$100.00. If Lessee fails to pay rent, or other charges due hereunder, or other defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which the Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage to which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated, and Lessee's failure to do so shall be a material breach of this Lease. Lessee shall not be required to keep said deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other income for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof, and after Lessee has vacated the premises.
3. a) Duration. Subject to earlier termination as provided in this Agreement, the initial new term of this Lease shall be twenty-five (25) years, commencing on November 8, 1994September 30, 2002, and ending on November 8, 2019, subject, however, to the option granted by Lessor to Lessee to renew this Agreement for an additional twenty-five (25) year term, at which time the Agreement will be renegotiated at the fair market value of the ground of the exclusive leasehold, but not including the added value of the hangar building or additional improvements or fixtures made by Lessee. Notwithstanding any other provision herein, if the Lessee or its successor exercises an option to renew the Lease pursuant to paragraph 3(a) thereof, the initial lease payment for the renewed lease term shall be the current market rate for new leases of comparable bare ground at Airport facilities and entered into within one year prior to the completion of the original term of this Lease. If, within ninety (90) days after the expiration of the term of this Lease, the parties fail to agree in written and executed amendment hereto to the amount of such lease payment, the Lease shall be terminated, unless either party files and serves upon the other party within such 90 day period a declaratory action in Yavapai County Superior Court to determine the amount of "the current market rate for new leases of comparable bare ground at Airport facilities and entered into within one year prior to the completion of the original term of this Lease." If either party files and serves such an action, the parties hereby waive a jury trial and agree to a trial of such action before the court. Upon exercise of the Lessee's renewal option, subsequent lease payment adjustments shall be made based on the Consumer Price Index adjustment as otherwise provided in paragraph 2(d).
4. Lessee shall notify Lessor in writing of Lessee's intention to exercise the renewal option not less than sixty (60) days nor more than ninety (90) days prior to the expiration of the initial term of this Agreement.

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- b) Peaceable Enjoyment. Lessor covenants to keep Lessee in peaceable possession and enjoyment of the premises during the term of this Lease.
4. Indemnity. Lessee shall assume all risks incident to the use of the premises and shall indemnify Lessor against any loss, damage, or expenses resulting from personal injury or damage to, or loss of property caused in any manner by Lessee, its customers, agents, employees or invitees, and against any loss, damage or expense resulting from injury to Lessee, its customers, agents or employees or invitees.
5. Sublease or Assignment. The leased premises shall not be sublet except as set forth herein. The Lessee may sublet the leased premises with the prior written approval of the Airport Manager, which approval shall not be unreasonably withheld. A sublease or assignment or other transfer is invalid unless approved by the City Council of the City of Prescott. Upon proof of a proposed sale of Lessee's business, the Council may authorize the assignment of the remainder of the term of this Lease to the new business owner. Lessee and the new business owner shall provide full and adequate financial and other information for the Council's re-subletting, assignment or transfer of any kind shall terminate this Lease without further notice.
6. Upon any assignment and/or sale of its interest under the Lease, Lessee shall pay the Landlord either \$10,000 or 5% of the total sales price, whichever is less.
7. Lessor's Right of Entry. Lessee shall permit Lessor, acting through and under the supervision of the Airport Manager, to have access to and to enter the leased premises at all reasonable and necessary times to inspect the premises and in order to exercise any right or power reserved to Lessor under the terms and provisions of this Lease, or under the rules and regulations of the airport, as they may be amended from time to time. Lessor shall notify Lessee prior to entry except in the case of an actual emergency.
8. Lessee Responsibilities.
- a) Lessee shall comply with all statutes, ordinances, rules and regulations that are applicable to Lessee's occupation and use of the premises.
- b) Lessee shall provide for and supply at its expense all janitorial service with respect to buildings and facilities situated on the demised premises and shall pay for all utilities, including heat, light, gas, electricity and water used by it in connection with such buildings or facilities.
- c) Lessee shall procure and maintain in force liability insurance covering the leased premises and Lessee's activities thereon in minimum amounts as follows: \$1,000,000.00 per person; \$1,000,000.00 each occurrence; \$1,000,000.00 property damage. Lessor shall be named as an additional insured, and shall be furnished with copies of all insurance policies obtained by Lessee. Lessee

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agrees to notify Lessor in writing as to any amendment or cancellation of such policies. Lessee shall obtain insurance as required by this subparagraph as a condition to this Agreement becoming effective, and maintain insurance during the existence of this Lease. All insurance shall be written with an insurance company approved by and acceptable to the City.

- d) Lessee shall, at its expense and throughout the term of this Lease, maintain, service, replace and keep in good repair the interior structure and exterior structure of the demised premises, including but not limited to, all mechanical equipment, floors, ceilings, walls, doors, glass, plumbing, cleaning, heating and cooling equipment, air conditioning, partitions and electrical fixtures. Lessee will also be responsible for all snow removal on those paved portions constructed by Lessee pursuant to this Agreement.
 - e) Lessee is required to maintain the asphalt in its exclusive leasehold in a useable condition and replace it as necessary. Lessee will bear the cost of such replacement when repair is not feasible or the asphalt in the exclusive leasehold has exceeded its useful life.
 - f) Lessee shall at all times comply with all applicable federal grant compliance requirements as more particularly set forth in Exhibit "B", attached hereto and made a part hereof.
 - g) That the City of Prescott will apply all proceeds of any fire and/or extended coverage insurance covering the Leased premises to the repair and/or replacement of the improvements included in the Lease.
8. a) Improvements. Improvements, excluding trade fixtures and equipment, including additions, changes and other improvements shall not be constructed or placed upon the demised premises without the prior written consent of Lessor. All additions, changes and other improvements erected or placed on the demised premises shall remain thereon and shall not be removed there from, and at the expiration of this Lease, all such improvements shall become the property of Lessor, free and clear of all encumbrances or liens whatsoever. Lessor reserves the right to enforce this provision beyond the expiration of this Lease. All improvements shall be made in accordance with applicable codes and laws.
- b) Lessee agrees to make the following improvements:

Improvement	Approximate Cost	Approximate Completion Date
*Site Improvements (consisting of grading, drainage, compaction, utility relocation, paving)	\$60,000	December, 1994
*Construct First Hangar	\$90,000	May, 1995

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*Construct Small Office	\$10,000	May, 1995
*Construct Second Hangar	\$70,000	December 1995
*Construct Third Hangar	\$70,000	December 1996

Upon completion of each of the foregoing improvements, Lessee shall convey title thereof to the Lessor, free and clear of all liens and encumbrances.

- c) Nonsubordination. The interest of Lessor in the real property and facilities to be constructed, pursuant to this Lease, shall never be subordinated to any other interest.
9. The Parties contemplate that Landlord and Bonanza shall enter into a new lease agreement identified as "the 2002 Lease" in paragraph 1 above, which terminates any future obligations of Bonanza to Landlord except as is set forth therein. On the possibility of delay in the effectiveness of the 2002 Lease, the parties agree, in the event of any default by Bonanza under the remaining portion of the Lease, RHG Lessee's leasehold interest in the CCC Hangar Space and that portion of the Lease pertaining to the CCC Hangar Space shall not be affected and shall remain in full force and effect. When the 2002 Lease becomes effective this Paragraph 8 shall become of no further force or effect.
10. Disadvantaged Business Enterprise (DBE) Assurances.
- a) Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
- b) DBE Obligation. The Lessor agrees to insure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance on contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Lessor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that disadvantaged business enterprises have the maximum opportunity to complete for and perform contracts. The Lessor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
10. Notices. Any notices required under this Lease shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses:

Lessor: City of Prescott
City Clerk

FOR INFORMATIONAL PURPOSES ONLY

201 South Cortez
Prescott, Arizona 86303

With a copy to: Airport Manager
P.O. Box 2059
Prescott, Arizona 86302

Lessee: Bonanza Enterprises, Inc. ~~River Hangar Corporation~~ Spitfire Films, Inc.
~~1074 Broken Wagon Trail~~
~~Dewey, AZ 86327~~

11. Modification. This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing, signed by the parties.

12. Terms Binding on Successors and Assigns. The covenants, conditions and terms of this Lease shall extend to and be binding upon the Lessor and Lessee, their heirs, personal representatives and assigns, if any.

13. Termination.

a) With Cause. The following acts or omissions by Lessee shall constitute a material breach of this Lease. The Parties agree that, upon occurrence of any such act or omission, Lessor may at its option, terminate the Lease by giving Lessee thirty (30) days written notice of its intention to terminate the Lease and specifying the breach:

- 1) Abandonment of the premises for thirty (30) or more consecutive days.
- 2) Assignment, transfer, sale or sublease of the right to occupy the premises without first obtaining written permission of Lessor
- 3) Nonpayment of lease payment
- 4) Committing waste or using the premises in a manner not authorized by this Lease.
- 5) Initiation of any proceedings by Lessee under Chapter 7, Chapter 11 or Chapter 13 or the United States Bankruptcy Code.
- 6) Failure to maintain insurance as specified in this Lease
- 7) Breach of any provision of this Lease.

b) Unless otherwise agreed in writing by Lessor, Lessee shall have fifteen (15) days in which to cure the breach of this Agreement to the satisfaction of Lessor. In the event Lessee shall not have cured the specified breach to the satisfaction of

FOR INFORMATIONAL PURPOSES ONLY

Lessor, Lessee shall peaceably quit and surrender the premises without further notice and without the necessity of litigation.

- c) Notwithstanding nay other provision to the contrary in this Agreement, it is expressly agreed by and between the parties that this Agreement is subject to the provisions of Title 33, Chapter 3, Article 4 of the Arizona Revised Statutes.

14. Notice of Lien.

- a) Lessor shall have a possessory lien from the date rent is unpaid and due in all personal property stored within the leased premises. Property stored in the leased premises may be sold to satisfy the lien if Lessee is in default. In order to provide notice of sale to enforce the Lessor's possessory Lien, Lessee agrees to and shall disclose, upon request by Lessor, any lien holder or secured parties who have an interest in property that is or will be stored on the premises.
- b) It is expressly agreed by and between the parties that this Agreement is subject of the provisions of Title 33, Chapter 7, Article 7 of the Arizona Revised Statutes.

15. Personal Interest. Lessee warrants that it did not collude with any other party or parties for the purpose of preventing any other bid for this Lease being made.

16. Attorney Fees; Costs. In the event of any litigation or other proceeding concerning this Lease, the prevailing party shall be entitled to its reasonable costs and attorney fees from the other party.

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

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

LESSOR:

CITY OF PRESCOTT
A municipal corporation
By (s)
Daiton Rutkowski, Mayor

ATTEST:
(s)

APPROVED AS TO FORM:
(s)

FOR INFORMATIONAL PURPOSES ONLY

Marie L. Watson
City Clerk
LESSEE:
Corporation

John R. Moffitt
City Attorney
BONANZA ENTERPRISES, INC. River Hangar-

(s)

Charles R. James

FOR INFORMATIONAL PURPOSES ONLY

EXHIBIT "A"

~~Approximately twelve thousand square feet of real property (together with three (3) aircraft storage hangars and one (1) office building to be constructed thereon by the Lessee), the demised premises to be the real property upon which the foregoing hangars and office building are located. The approximate location of the foregoing hangars is more specifically set forth in the attached Exhibit A-1.~~

EXHIBIT "A" (1994-124A; Ordinance 3327 3/14/1995)

Approximately twelve thousand six hundred square feet of real property, together with three (3) aircraft storage hangars and one (1) office building to be constructed thereon by the Lessee, the demised premises to be the real property upon which the foregoing hangars and office building are located. The approximate location of the foregoing hangars is more specifically set forth on the attached Exhibit "A-1".

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EXHIBIT A-1

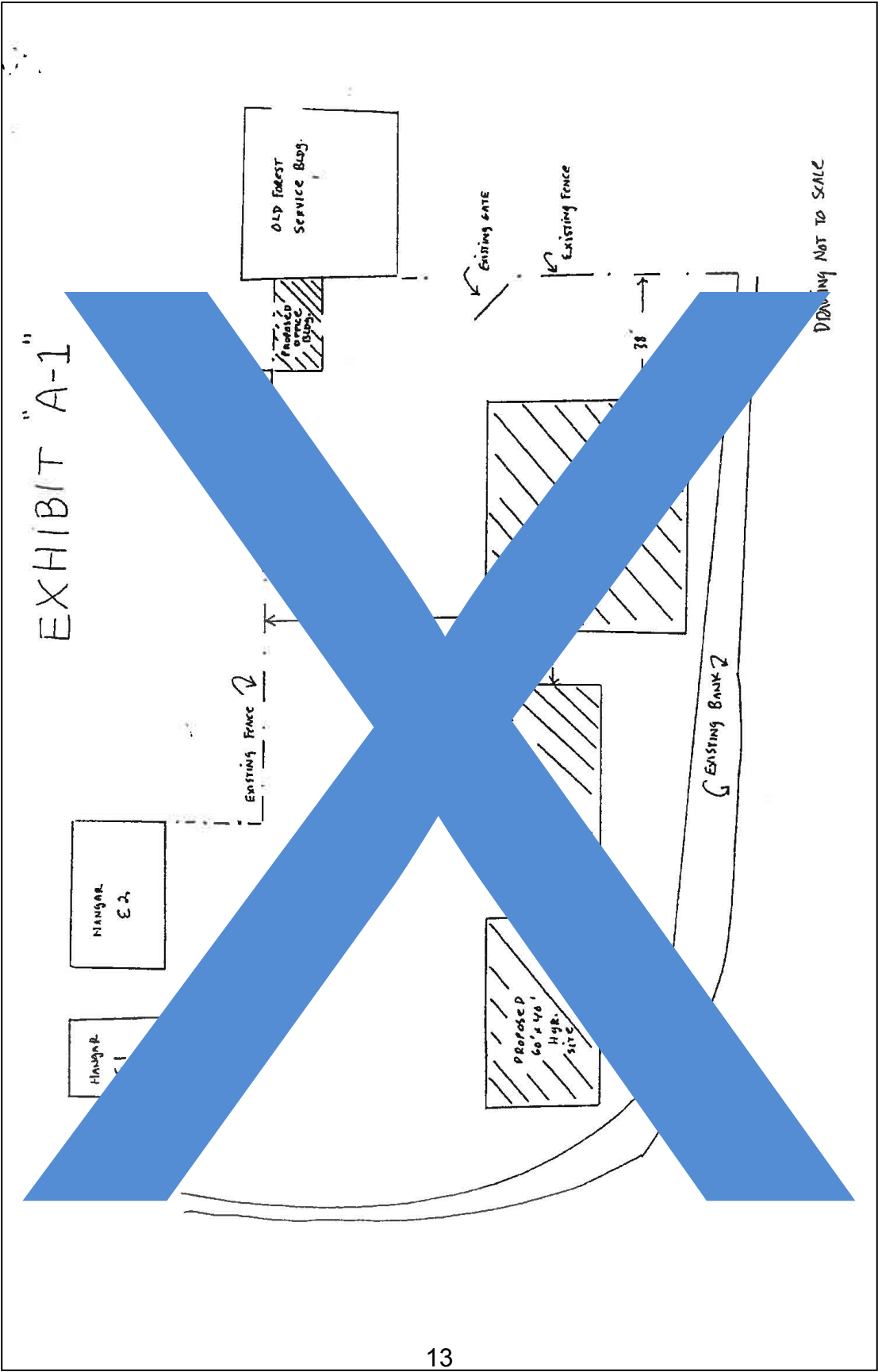


EXHIBIT "A-1" (1994-124A; Ordinance 3327 3/14/1995)

14

FOR INFORMATIONAL PURPOSES ONLY

Old City Lease – Hangar (CCC Hangar Space)



ccc Hangar Space
(Tab 3)

M • HAYWOOD • ASSOCIATES • INC

LAND SURVEYING • G.P.S. • LAND PLANNING

PROPERTY DESCRIPTION

Old City Lease - Hangar

All that certain Section 25, Township 15 North, Range 2 West, Gila County, Arizona, located within the Prescott National Airport, from whence the corner of said Section 25 bears 1765.15 feet (more particularly described as follows:

Commencing at the intersection of the north line of said Section 25 with the west boundary of the Prescott National Airport, from whence the corner of said Section 25 bears 1765.15 feet (more particularly described as follows: (as shown on the map of Survey in Book 1, Page, on file in the office of the Yavapai County Recorder;

Thence, South 33°56'05" East, 1765.15 feet to the corner of BEGINNING, the northwest corner of a hangar;

Thence, South 44°27'00" East, 80.00 feet to the corner of said hangar;

Thence, South 45°33'00" West, 56.40 feet to the corner of said hangar;

Thence, North 44°27'00" West, 80.00 feet to the corner of said hangar;

Thence, North 45°33'00" East, 56.40 feet to the corner of BEGINNING;

Containing 4532 square feet

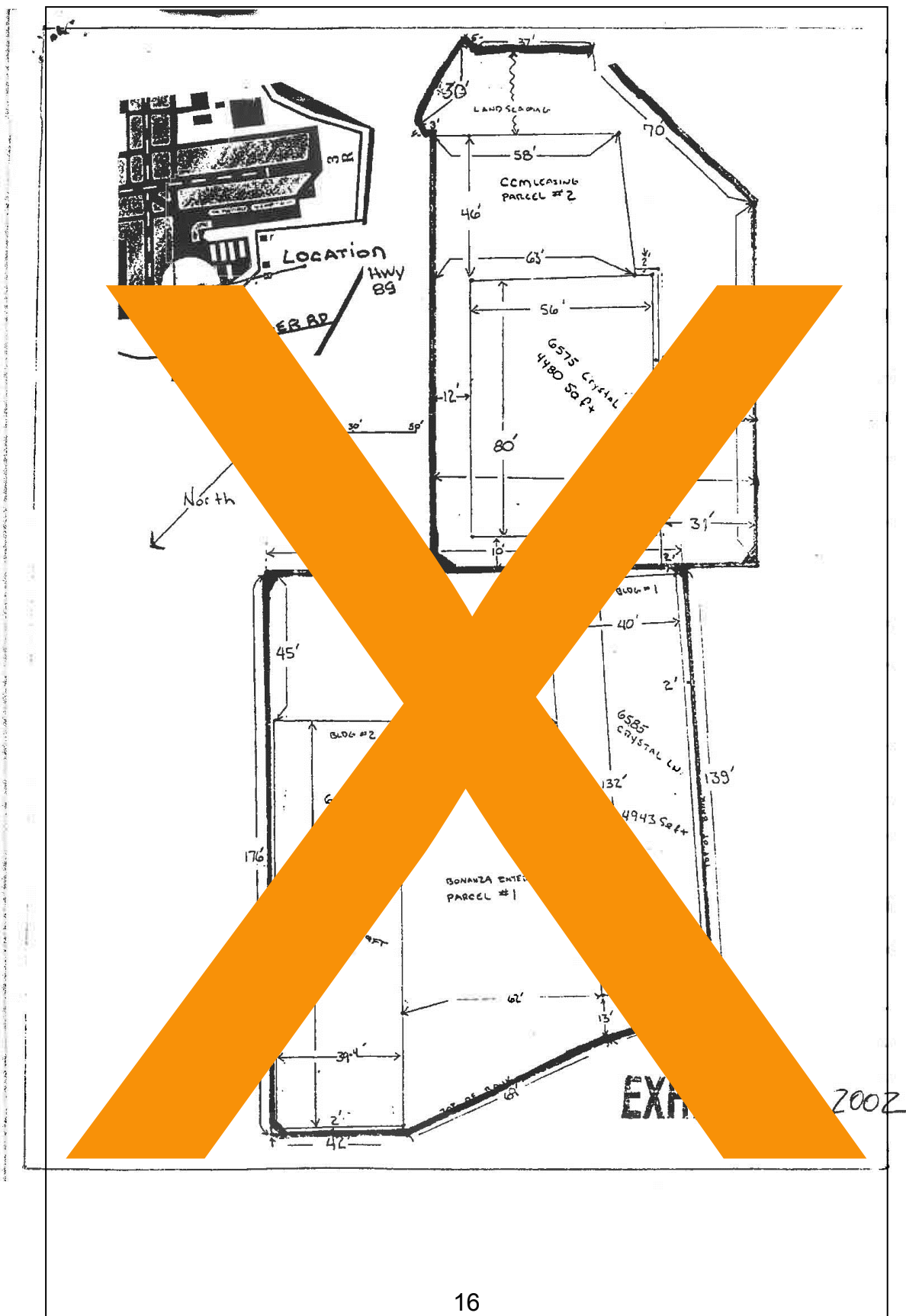
Oct. 9, 2000
00-129



115 E. GOODWIN STREET • P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-9101
FAX (520) 778-9321 • Email: mhai@futureone.com

FOR INFORMATIONAL PURPOSES ONLY

EXHIBIT A-2002



FOR INFORMATIONAL PURPOSES ONLY

NEW CITY LEASE – HANGAR & TIE DOWN AREA



M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • G.P.S. • LAND PLANNING

PROPERTY DESCRIPTION New City Lease - Hangar & Tie Down Area

All the land in Section 25, Township 15 North, Range 2 West, Gila and
Base and Range 2 West, Yavapai County, Arizona, located within the bounds of the
Prescott National Airport, more particularly described as follows:

Commencing at the intersection of the north line of said Section 25 and the west
boundary of the Prescott National Airport, from whence the north line of said
Section 25 bears 1765.15 feet (based on the survey for this
description), as shown on the map of Survey in Book of Land Surveys, on file in
the office of the Yavapai County Recorder;

Thence, South $34^{\circ}04'50''$ East, to the POINT OF BEGINNING;

Thence, South $44^{\circ}27'00''$ East,

Thence, South $45^{\circ}33'00''$ West, 68.41 feet,

Thence, North $44^{\circ}27'00''$ West, 136.59 feet,

Thence, North $45^{\circ}33'00''$ East, 68.41 feet, to the POINT OF BEGINNING;

Containing 9344 square feet, more or less.

Oct. 9, 2000
00-129



IN STREET • P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-9321
FAX (520) 778-9321 • Email: mhai@futureone.com

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EXHIBIT A

LEGAL DESCRIPTION

2014 LEASE – HANGAR AND RAMP

April 2, 2014

That portion of Section 25, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, in the City of Prescott, County of Yavapai, State of Arizona, more particularly described as follows:

Commencing at the intersection of the north line of said Section 25 and the northwest boundary of the Prescott Municipal Airport as shown on Record of Survey filed in Book 10 Page 48 of Land Surveys, in the office of the Recorder of said County, from which the northwest corner of said Section bears N89°39'41"W 1765.01 feet (Basis of Bearings for this description);

Thence S34°16'58"W 2897.44 feet to the **TRUE POINT OF BEGINNING**, said point being marked by a spike and washer tagged LS 26405;

Thence S43°51'04"E 129.50 feet to a point marked by a spike and washer tagged LS 26405;

Thence S45°36'43"W 54.48 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

Thence N67°40'36"W 67.06 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

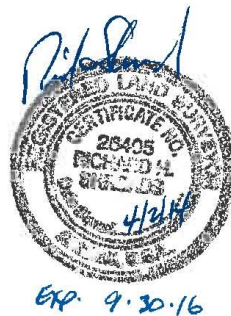
Thence N44°36'03"W 50.26 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

Thence N33°01'53"W 20.94 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

Thence N39°28'46"E 23.26 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

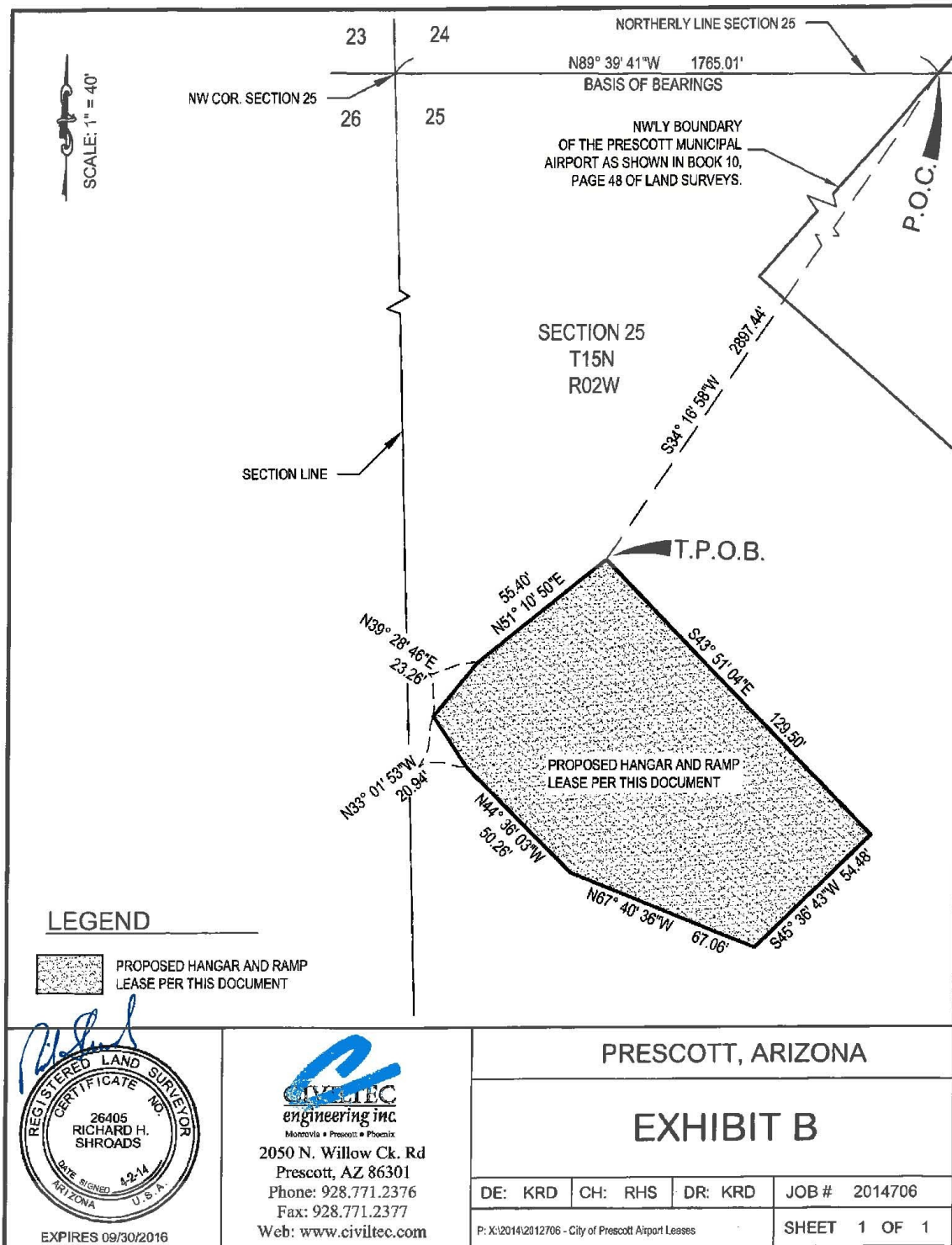
Thence N51°10'50"E 55.40 feet to the **TRUE POINT OF BEGINNING**.

Containing 9971 square feet, or 0.229 Acres, more or less.



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EXHIBIT A (con't)



FOR INFORMATIONAL PURPOSES ONLY

EXHIBIT A (con't)

LEGAL DESCRIPTION

2014 LEASE – LANDSCAPING

April 2, 2014

That portion of Section 25 and Section 26, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, in the City of Prescott, County of Yavapai, State of Arizona, more particularly described as follows:

Commencing at the intersection of the north line of said Section 25 and the northwest boundary of the Prescott Municipal Airport as shown on Record of Survey filed in Book 10 Page 48 of Land Surveys, in the office of the Recorder of said County, from which the northwest corner of said Section bears N89°39'41"W 1765.01 feet (Basis of Bearings for this description);

Thence S34°16'58"W 2897.44 feet to a point being marked by a spike and washer tagged LS 26405;

Thence S43°51'04"E 129.50 feet to a point marked by a spike and washer tagged LS 26405, said point being the **TRUE POINT OF BEGINNING**;

Thence S87°49'53"E 8.62 feet;

Thence S19°59'09"E 12.23 feet;

Thence S9°06'55"E 15.64 feet;

Thence S83°36'51"W 4.79 feet;

Thence S46°34'26"W 37.66 feet;

Thence N89°45'07"W 40.18 feet;

Thence N1°01'33"W 9.34 feet;

Thence N77°04'55"W 29.04 feet;

Thence N53°11'54"W 49.52 feet;

Thence N50°28'48"W 50.94 feet;

Thence N45°48'30"E 23.38 feet to the most westerly corner of the 2014 LEASE – HANGAR AND RAMP lease parcel described herein, said point being marked by a ½ inch diameter rebar capped LS 26405;

Thence along the following four courses of the southwesterly and southeasterly boundary of said **2014 LEASE – HANGAR AND RAMP** lease parcel described herein:

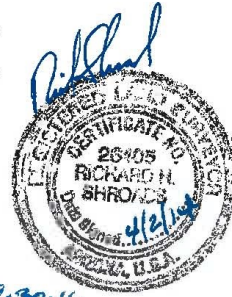
S33°01'53"E 20.94 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

S44°36'03"E 50.26 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

S67°40'36"E 67.06 feet to a point marked by a ½ inch diameter rebar capped LS 26405;

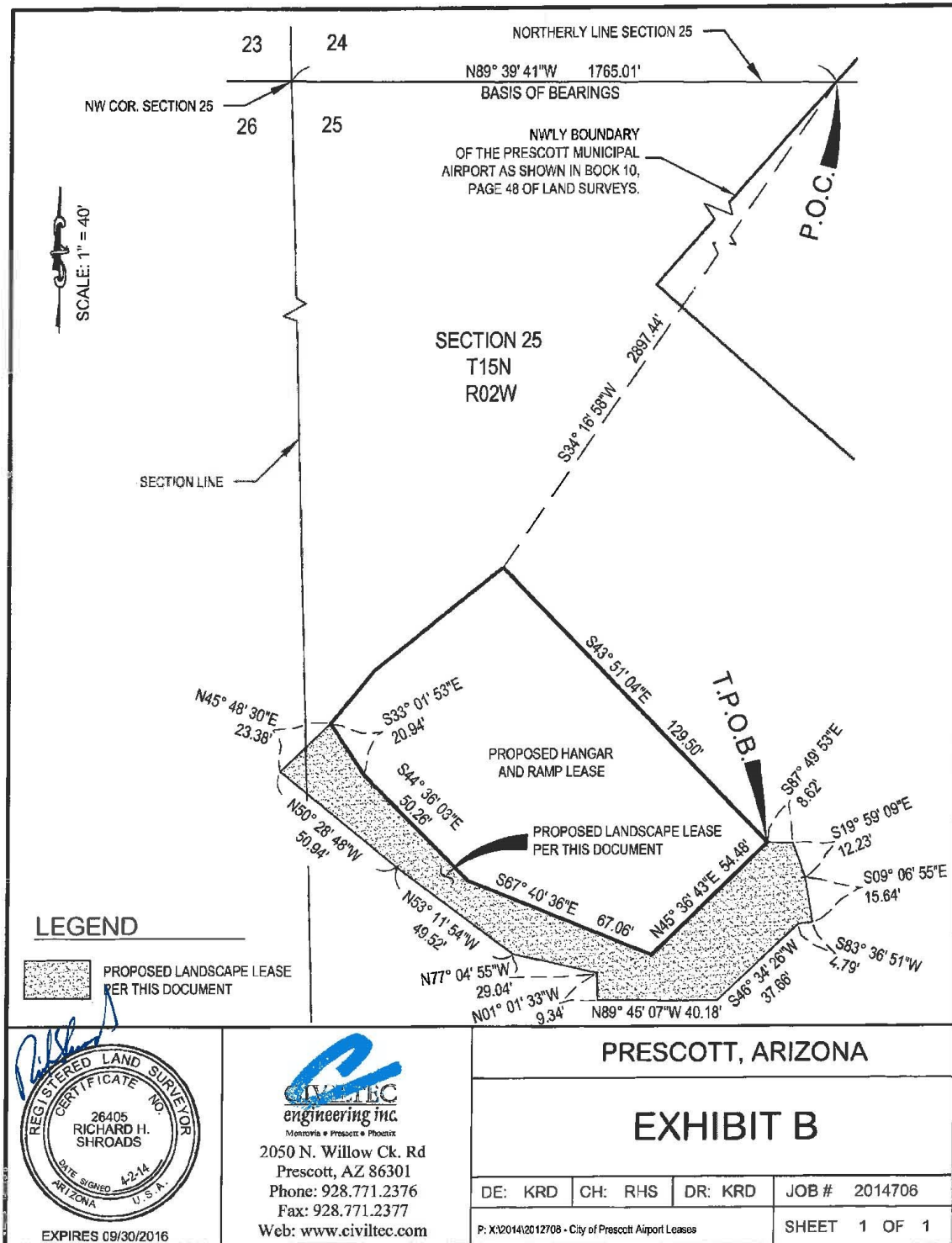
N45°36'43"E 54.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 3852 square feet, or 0.088 Acres, more or less.



FOR INFORMATIONAL PURPOSES ONLY

EXHIBIT A (con't)



FOR INFORMATIONAL PURPOSES ONLY

EXHIBIT "B" FEDERAL PROVISIONS

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI or the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and complete including expiration of appeal rights.
4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this

FOR INFORMATIONAL PURPOSES ONLY

Lease Agreement and the estate hereby created without liability therefore or at the election of the Lessor or the United States either or both said Governments shall have the right to judicially enforce provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease Agreement by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the Subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effort.
8. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
9. The Lessor reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, relative to the development, operation or maintenance of the airport.
11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on Ernest A. Love Field.
12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

FOR INFORMATIONAL PURPOSES ONLY

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,030 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
14. The Lessee by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Ernest A. Love Field or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC 1349a).

MEETING DATE/TYPES: VOTING SESSION 6-24-14
SPECIAL MEETING 6-24-14

DEPARTMENT: Finance

AGENDA ITEM: Public Hearing for the FY 2015 Budget, Expenditure Limitation, Tax Levy, and Truth in Taxation Notice; at Special Meeting Adoption of Resolution No. 4234-1443 adopting the Final FY 2015 Budget, Expenditure Limitation, City Job Roster, Five Year Capital Plan, and Identification of Unfunded Capital Projects

Approved By:

Date:

Director:	Woodfill, Mark	06/11/2014
City Manager:	McConnell, Craig	06/17/2014

Item Summary

This item is for adoption of the final budget for Fiscal Year 2015 (FY15).

	FY14	FY15	%
	Budget	Budget	Change
Operating Expenditures	\$ 76,340,364	\$ 79,534,495	4.2%
Debt Refunding	11,000,000	-	-100.0%
Capital Outlay/Projects	85,783,247	90,677,744	5.7%
Total	<u>\$ 173,123,611</u>	<u>\$ 170,212,239</u>	-1.7%

Remaining steps for adoption of the budget consist of:

1. Conduct a public hearing on the Fiscal Year 2015 Budget and related items (June 24, 2014, regular meeting)
 - o Budget
 - o Expenditure Limitation
 - o Truth in Taxation Notice
 - o Property Tax Levy
2. Following the public hearing, consider a motion to approve raising the primary property tax by \$30,823 as set forth in the Truth in Taxation Notice.
3. Convene a special meeting to consider adoption of Resolution No. 4234-1443 which:
 - o Establishes the FY15 Budget
 - o Sets the FY15 Expenditure Limitation
 - o Approves the City Job Roster
 - o Adopts the Capital Improvement Plan for Fiscal Years 2016 through 2020
 - o Identifies Unfunded Capital Projects
4. Adjourn the special meeting.

Agenda Item: Public Hearing for the FY 2015 Budget, Expenditure Limitation, Tax Levy, and Truth in Taxation Notice; at Special Meeting Adoption of Resolution No. 4234-1443 adopting the Final FY 2015 Budget, Expenditure Limitation, City Job Roster, Five Year Capital Plan, and Identification of Unfunded Capital Projects

Background

The FY15 budget formulation process started February 4, 2014, with the FY14 mid-year Budget Report and culminated with the May 15th and May 29th workshops which outlined the FY15 operating and capital components. On June 10, 2014, the Council gave direction on individual items to be included in the budget, adopted the Tentative Budget for FY15, and set the public hearing for the budget, expenditure limitation, Truth in Taxation Notice and property tax levy for June 24, 2014.

Attachments

1. Reconciliation of Tentative Budget to Final Budget
2. Resolution No. 4234-1443
3. FY15 Budget Forms
4. Job Roster with Pay Scale
5. Five Year Capital Improvement Plan
6. Unfunded Capital Projects
7. Truth in Taxation Notice

Recommended Action:

Regular Meeting: (1) **MOVE** to close the Public Hearing; and (2) **MOVE** to raise the primary property tax over the Fiscal Year 2014 level by \$30,823 as set forth in the Truth in Taxation Notice (roll call vote).

Special Meeting: **MOVE** to adopt Resolution No. 4234-1443.

Adjustments to FY15 Tentative City Budget

FY15 Tentative Budget	\$ 170,390,239
Items Removed by Council	
Bicycle-Pedestrian Coordinator	(50,000)
Sister Cities Support Reduction (\$4,500 to \$1,500)	(3,000)
Yavapai College Tennis Courts Contribution (\$150,000 to \$25,000)	<u>(125,000)</u>
FY15 Final Budget	<u>\$ 170,212,239</u>



RESOLUTION NO. 4234-1443

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FINALLY DETERMINING AND ADOPTING ESTIMATES OF PROPOSED EXPENDITURES FOR THE FISCAL YEAR 2015, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2016 THROUGH 2020, AND SETTING FORTH ITS DETERMINATION AS TO UNFUNDED CAPITAL AND OTHER UNFUNDED BUDGETARY REQUESTS.

RECITALS:

WHEREAS, in accordance with the Provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes, the City Council did, on the 10th day of June, 2014, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Prescott; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Council met on June 24, 2014, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures, establishing the expenditure limitation, or tax levies; and

WHEREAS, during the budgeting process for fiscal year 2015 the Council established a Capital Improvement Plan for fiscal year 2016 through fiscal year 2020; and

WHEREAS, the City Job Roster is included in the accompanying exhibit and the Council wishes to update its job roster and approve the job roster as provided by the Prescott City Charter; and

WHEREAS, Unfunded Capital Projects are included in the accompanying exhibits to this resolution and such projects have been determined not to be funded by the City of Prescott in the 2015 fiscal year; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 8, 2014, in Prescott City Council Chambers at 201 South Cortez Street, Prescott, Arizona for the purpose of making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in Arizona Revised Statutes, Title 42, Section 17051.A.

ENACTMENTS:

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

SECTION 1. THAT, the said estimates of revenue and expenditures shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of the City of Prescott for the fiscal year 2015.

SECTION 2. THAT, all sums contained in said estimated expenditures shall be considered as specific appropriation and authority for the expenditure thereof, as provided for and in said budget, the laws of the United States, the State of Arizona, and the Charter and Code of the City of Prescott.

SECTION 3. THAT, the expenditure limitation for the City of Prescott for fiscal year 2015 be established at \$170,390,239.

SECTION 4. THAT, the Roster of Jobs shown in the attached accompanying exhibit be adopted and approved by the City of Prescott and in accordance with Article IV of the Prescott City Charter.

SECTION 5. THAT, the Capital Improvement Plan shown in the accompanying exhibit be adopted by the City of Prescott for the fiscal years 2016 through 2020.

SECTION 6. THAT, the Council in its legislative discretion, has reviewed the budgetary items referred to in the annual budget proposals as "Unfunded Capital," which items are referred to in the accompanying exhibit referenced as Unfunded Capital, has exercised its legislative discretion in determining available funding and resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposals and projects contained in or referred to in the "Unfunded Capital" exhibit. Further, the City Council has exercised its budgetary and legislative discretion with respect to its decision not to provide governmental funding or services for the Unfunded Capital items, as well as for the requested equipment, personnel, construction or maintenance of facilities or capital items requested in departmental budgetary proposals considered by the Council in its review of the budget proposals of each city department, (including all proposals for capital funding and the decision not to fund, to repair, to improve, maintain, reconstruct these capital items. The Council has determined not to spend existing resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposal and unfunded projects requested by the City departments. This determination constitutes a decision by the City Council not to provide the resources necessary for such unfunded proposals as well as the determination of which capital projects are to be funded, including specifically the decision as to which streets, sidewalks, sanitary sewers, and parking lots will be repaired, maintained, and reconstructed or otherwise funded and those that will not, in the exercise of the Council's budgetary discretion, for the ensuing fiscal year.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 24th day of June, 2014.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

CITY OF PRESCOTT, ARIZONA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2015

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2014	ACTUAL EXPENDITURES/ EXPENSES** 2014	FUND BALANCE/ NET POSITION*** July 1, 2014**	PROPERTY TAX REVENUES 2015	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2015	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015		TOTAL FINANCIAL RESOURCES AVAILABLE 2015	BUDGETED EXPENDITURES/ EXPENSES 2015
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 31,816,748	\$ 30,160,114	\$ 24,017,522	Primary: \$ 1,570,938	\$ 30,881,201	\$	\$	\$ 110,585	\$ 1,897,574	\$ 54,682,672	\$ 33,821,289
2. Special Revenue Funds	31,777,858	13,987,620	28,032,330	Secondary:	26,687,372			1,050,186	168,578	55,601,310	43,454,801
3. Debt Service Funds Available	920,734	915,734	345,338	75,000	16,062					436,400	193,862
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	920,734	915,734	345,338	75,000	16,062					436,400	193,862
6. Capital Projects Funds											
7. Permanent Funds											
8. Enterprise Funds Available	99,838,620	65,973,931	58,118,302		44,672,489	6,652,180		972,505	67,124	110,348,352	84,844,428
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	99,838,620	65,973,931	58,118,302		44,672,489	6,652,180		972,505	67,124	110,348,352	84,844,428
11. Internal Service Funds	8,769,651	7,567,604	7,586,756		5,791,059					13,377,815	7,897,859
12. TOTAL ALL FUNDS	\$ 173,123,611	\$ 118,605,003	\$ 118,100,248	\$ 1,645,938	\$ 108,048,183	\$ 6,652,180	\$	\$ 2,133,276	\$ 2,133,276	\$ 234,446,549	\$ 170,212,239

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC or voter-approved alternative expenditure limitation

2014	2015
\$173,123,611	\$ 170,212,239
173,123,611	170,212,239
\$173,123,611	\$ 170,212,239
\$	\$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF PRESCOTT, ARIZONA
Tax Levy and Tax Rate Information
Fiscal Year 2015

	<u>2014</u>	<u>2015</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>1,518,465</u>	\$ <u>1,570,938</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>1,518,465</u>	\$ <u>1,570,938</u>
B. Secondary property taxes	<u>187,200</u>	<u>75,000</u>
C. Total property tax levy amounts	\$ <u>1,705,665</u>	\$ <u>1,645,938</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>1,506,432</u>	
(2) Prior years' levies	<u>12,033</u>	
(3) Total primary property taxes	\$ <u>1,518,465</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>169,296</u>	
(2) Prior years' levies	<u>17,904</u>	
(3) Total secondary property taxes	\$ <u>187,200</u>	
C. Total property taxes collected	\$ <u>1,705,665</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.2984</u>	<u>0.3007</u>
(2) Secondary property tax rate	<u>0.0367</u>	<u>0.0142</u>
(3) Total city/town tax rate	<u>0.3351</u>	<u>0.3149</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the City of Prescott did not operate any special assessment districts for which secondary property taxes are levied.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
GENERAL FUND			
Local taxes			
Privilege and Use Tax	\$ 13,520,000	\$ 13,830,000	\$ 13,840,000
Franchise Taxes	1,658,979	1,677,199	1,636,000
Licenses and permits	444,800	481,560	547,900
Intergovernmental			
State	9,960,938	9,960,938	10,622,238
Local Jurisdictions	2,099,794	2,125,567	2,248,864
Charges for services	1,226,058	1,240,248	1,201,499
Fines and forfeits	476,350	488,175	492,400
Interest on investments	133,250	140,130	193,300
In-lieu property taxes	67,000	15,613	67,000
Miscellaneous	46,750	2,075,766	32,000
Total General Fund	\$ 29,633,919	\$ 32,035,196	\$ 30,881,201
SPECIAL REVENUE FUNDS			
Streets and Open Space Funds			
Streets and Open Space Tax	\$ 13,153,000	\$ 13,180,000	\$ 13,220,000
Intergovernmental - State	2,810,513	2,810,513	2,967,629
Intergovernmental - County	1,897,491	500,961	3,760,402
Interest Earned	100,000	100,000	150,000
Miscellaneous	556,201	558,833	539,424
Total Streets and Open Space Funds	\$ 18,517,205	\$ 17,150,307	\$ 20,637,455
Transient Occupancy Tax			
Transient Occupancy Tax	\$ 600,000	\$ 615,000	\$ 630,000
Miscellaneous	1,500	1,500	2,000
Total Transient Occupancy Tax	\$ 601,500	\$ 616,500	\$ 632,000
Impact Fee Fund			
Impact Fees	\$ 382,650	\$ 612,772	\$ 81,319
Miscellaneous	57,259	45,359	63,559
Total Impact Fee Fund	\$ 439,909	\$ 658,131	\$ 144,878
Grant Funds			
Miscellaneous Grants	\$ 5,276,163	\$ 1,499,409	\$ 5,266,039
Total Grant Funds	\$ 5,276,163	\$ 1,499,409	\$ 5,266,039
Acker Trust			
Interest Earned	\$ 6,000	\$ 7,000	\$ 7,000
Total Acker Trust	\$ 6,000	\$ 7,000	\$ 7,000
Total Special Revenue Funds	\$ 24,840,777	\$ 19,931,347	\$ 26,687,372

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
DEBT SERVICE FUNDS			
Special Assessments	\$ 350,044	\$ 700,044	\$ 5,045
Interest Earned	39,490	28,990	11,017
Total Debt Service Funds	\$ 389,534	\$ 729,034	\$ 16,062
ENTERPRISE FUNDS			
Water	\$ 18,155,875	\$ 18,467,488	\$ 18,403,223
Wastewater	10,598,000	11,199,258	11,898,147
Solid Waste/Transfer Station	6,361,520	6,404,991	6,360,720
Golf Course	2,709,500	2,756,418	3,231,577
Airport	3,162,259	1,477,739	4,778,822
Total Enterprise Funds	\$ 40,987,154	\$ 40,305,894	\$ 44,672,489
INTERNAL SERVICE FUNDS			
Fleet Maintenance	\$ 1,946,000	\$ 2,032,112	\$ 1,890,000
Self-Insurance	1,395,414	598,276	920,947
Engineering	1,636,415	1,636,415	1,644,415
Facilities Maintenance	1,186,084	1,185,084	1,335,697
Total Internal Service Funds	\$ 6,163,913	\$ 5,451,887	\$ 5,791,059
TOTAL ALL FUNDS	\$ 102,015,297	\$ 98,453,358	\$ 108,048,183

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2015

FUND	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Parking Garage	\$	\$	20,000	\$
Airport				972,505
Water			27,371	
Wastewater			22,809	
Streets and Open Space			23,461	
Solid Waste			16,944	
Grants				925,069
Total General Fund	\$	\$	110,585	\$ 1,897,574
SPECIAL REVENUE FUNDS				
Streets and Open Space	\$	\$	125,117	\$ 23,461
Streets Impact Fees				125,117
Transient Lodging Tax				20,000
Grants			925,069	
Total Special Revenue Funds	\$	\$	1,050,186	\$ 168,578
ENTERPRISE FUNDS				
Water	\$	\$		\$ 27,371
Wastewater	6,652,180			22,809
Airport			972,505	
Solid Waste				16,944
Total Enterprise Funds	\$ 6,652,180	\$	\$ 972,505	\$ 67,124
TOTAL ALL FUNDS	\$ 6,652,180	\$	\$ 2,133,276	\$ 2,133,276

CITY OF PRESCOTT, ARIZONA
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
GENERAL FUND				
City Council	\$ 52,508	\$	\$ 45,391	\$ 51,669
City Clerk	109,317	20,000	121,523	134,402
City Court	558,207		539,180	581,411
City Manager	681,299		627,140	872,863
Legal	373,999		318,138	373,802
Finance	407,690		323,414	414,125
Field and Facilities	187,879		170,079	152,946
Community Development	1,308,807		1,306,017	1,200,672
Recreation Services	3,026,679		2,910,115	3,104,214
Library	2,260,241		2,188,653	2,316,955
Police Department	13,218,663		12,858,171	12,271,834
Regional Communications				1,456,978
Fire Department	8,276,837		8,152,734	10,238,347
Economic Enterprises	1,334,622		599,559	651,071
Total General Fund	\$ 31,796,748	\$ 20,000	\$ 30,160,114	\$ 33,821,289
SPECIAL REVENUE FUNDS				
Streets and Open Space	\$ 24,497,428	\$	\$ 10,707,120	\$ 36,204,138
Transient Occupancy Tax	819,552		623,806	735,723
Impact Fees	887,501	180,000	993,861	25,000
Grants	5,652,594	(555,000)	1,643,517	6,171,608
Trust Funds	295,783		19,316	318,332
Total Special Revenue Funds	\$ 32,152,858	\$ (375,000)	\$ 13,987,620	\$ 43,454,801
DEBT SERVICE FUNDS	\$ 565,734	\$ 355,000	\$ 915,734	\$ 193,862
ENTERPRISE FUNDS				
Water	\$ 47,678,230	\$	\$ 25,925,141	\$ 41,502,765
Wastewater	37,193,226		28,791,710	25,222,836
Solid Waste/Transfer Station	8,528,658		6,861,740	9,135,923
Golf Course	2,887,860		2,740,065	3,231,577
Airport	3,550,646		1,655,275	5,751,327
Total Enterprise Funds	\$ 99,838,620	\$	\$ 65,973,931	\$ 84,844,428
INTERNAL SERVICE FUNDS				
Fleet Maintenance	\$ 4,378,693	\$	\$ 3,434,865	\$ 3,193,490
Self-Insurance	1,375,414		1,285,068	1,364,588
Engineering	1,687,960		1,617,619	1,871,405
Facilities Maintenance	1,327,584		1,230,052	1,468,376
Total Internal Service Funds	\$ 8,769,651	\$	\$ 7,567,604	\$ 7,897,859
TOTAL ALL FUNDS	\$ 173,123,611	\$ -	\$ 118,605,003	\$ 170,212,239

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Public Works:				
Streets and Open Space	\$ 20,751,379	\$	\$ 7,350,140	\$ 32,499,608
Engineering	1,687,960		1,617,619	1,871,405
Water	33,542,843		12,723,265	38,829,385
Waste Water	37,193,226		28,791,710	25,222,836
Department Total	\$ 93,175,408	\$	\$ 50,482,734	\$ 98,423,234
Field and Facilities:				
Streets and Open Space	\$ 3,746,049	\$	\$ 3,356,980	\$ 3,704,530
Solid Waste/Transfer Station	8,528,658		6,861,740	9,135,923
General Fund	187,879		170,079	152,946
Fleet Maintenance	4,378,693		3,434,865	3,193,490
Facilities Maintenance	1,327,584		1,230,052	1,468,376
Department Total	\$ 18,168,863	\$	\$ 15,053,716	\$ 17,655,265
Economic Initiatives:				
General Fund	\$ 1,334,622	\$	\$ 599,559	\$ 651,071
Airport	3,550,646		1,655,275	5,751,327
Transient Occupancy Tax	819,552		623,806	735,723
Department Total	\$ 5,704,820	\$	\$ 2,254,834	\$ 6,402,398
Finance:				
General Fund	\$ 407,690	\$	\$ 323,414	\$ 414,125
Water	218,454		216,302	221,531
Department Total	\$ 626,144	\$	\$ 539,716	\$ 635,656
City Manager:				
General Fund	\$ 681,299	\$	\$ 627,140	\$ 872,863
Water	13,916,933		12,985,574	2,451,849
Department Total	\$ 14,598,232	\$	\$ 13,612,714	\$ 3,324,712
Recreation Services:				
General Fund	\$ 3,026,679	\$	\$ 2,910,115	\$ 3,104,214
Golf Course	2,887,860		2,740,065	3,231,577
Impact Fees	800,000		971,213	25,000
Department Total	\$ 6,714,539	\$	\$ 6,621,393	\$ 6,360,791

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
GENERAL FUND	343.26	\$ 18,960,329	\$ 5,333,027	\$ 2,506,148	\$ 1,658,742	= \$ 28,458,246
SPECIAL REVENUE FUNDS						
Streets and Open Space	38.50	\$ 1,881,869	\$ 215,197	\$ 316,359	\$ 276,548	= \$ 2,689,973
Transient Occupancy Tax	0.50	60,785	7,051	7,489	5,823	81,148
Grants	7.11	741,364	109,264	71,619	61,876	984,123
Trust	0.38	7,800			907	8,707
Total Special Revenue Funds	46.49	\$ 2,691,818	\$ 331,512	\$ 395,467	\$ 345,154	= \$ 3,763,951
ENTERPRISE FUNDS						
Water	45.85	\$ 2,293,703	\$ 258,667	\$ 355,589	\$ 224,355	= \$ 3,132,314
Wastewater	37.40	1,987,437	227,934	308,078	212,336	2,735,785
Solid Waste/Transfer Station	30.26	1,245,821	141,157	238,882	169,871	1,795,731
Golf Course	15.06	527,259	61,159	81,233	51,586	721,237
Airport	14.37	717,470	178,753	101,107	62,737	1,060,067
Total Enterprise Funds	142.94	\$ 6,771,690	\$ 867,670	\$ 1,084,889	\$ 720,885	= \$ 9,445,134
INTERNAL SERVICE FUNDS						
Fleet Maintenance	10.06	\$ 471,268	\$ 54,665	\$ 74,222	\$ 49,149	= \$ 649,304
Engineering	17.58	1,127,532	124,236	163,681	103,918	1,519,367
Facilities Maintenance	6.53	326,464	33,973	49,315	35,975	445,727
Total Internal Service Funds	34.17	\$ 1,925,264	\$ 212,874	\$ 287,218	\$ 189,042	= \$ 2,614,398
TOTAL ALL FUNDS	566.86	\$ 30,349,101	\$ 6,745,083	\$ 4,273,722	\$ 2,913,823	= \$ 44,281,729
	See Note					

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range
	FY 2013	FY 2014	FY 2015	Min	Max	Number
Mayor and Council						
Mayor	1.00	1.00	1.000	9,000	9,000	
Councilman	6.00	6.00	6.000	6,000	6,000	
Total Mayor and Council	7.00	7.00	7.000			
City Clerk						
City Clerk	1.00	1.00	1.000	Unclassified		
Deputy City Clerk	1.00	1.00	1.000	40,019	57,429	60
Secretary	-	0.50	0.500	26,957	38,688	44
Total City Clerk	2.00	2.50	2.500			
City Court						
Senior Court Clerk	1.00	1.00	1.000	28,330	40,664	46
Court Clerk	5.00	5.00	5.000	25,667	36,816	42
Total City Court	6.00	6.00	6.000			
City Manager						
City Manager	0.75	0.75	0.750	Unclassified		
Deputy City Manager	1.00	1.00	1.000	Unclassified		
Asst to City Council	1.00	1.00	1.000	48,776	69,971	68
Total City Manager	2.75	2.75	2.750			
Public Communications						
Comm & Public Affairs Mngr	1.00	1.00	1.000	57,970	83,200	75
Total	1.00	1.00	1.000			
Human Resources						
Human Resources Director	1.00	1.00	1.000	Unclassified		
Human Resources Analyst	1.00	1.00	1.000	56,555	81,162	74
HR/Payroll Budget & Systems Analyst	1.00	1.00	1.000	48,776	69,971	68
HR Specialist	-	-	1.000	38,106	54,662	58
Benefits Specialist	1.00	1.00	1.000	38,106	54,662	58
Human Resources Asst.	1.00	1.00	1.000	33,675	48,318	53
Payroll Specialist	1.00	1.00	1.000	39,042	56,035	59
Total Human Resources	6.00	6.00	7.000			
Legal Department						
City Attorney	1.00	1.00	1.000	Unclassified		
Assistant City Attorney	3.00	3.00	3.000	79,914	114,670	88
Legal Services Administrator	1.00	1.00	1.000	68,910	98,883	82
Police Officer	1.00	-	-	42,661	62,254	PD Ofc
Legal Secretary	1.50	1.50	1.500	32,053	45,989	51
Risk Management Technician	-	1.00	1.000	32,053	45,989	51
Legal Assistant	1.00	1.00	1.000	34,507	49,525	54
Total Legal Department	8.50	8.50	8.500			
Total General Government	33.25	33.75	34.750			
Budget and Finance Department						
<u>Budget & Privilege Tax</u>						
Privilege Tax Supervisor	1.00	-	-	51,230	73,528	70
Budget & Privilege Tax Manager	-	1.00	1.000	56,555	81,162	74
Privilege Tax Auditor	1.00	1.00	1.000	48,776	69,971	68
Budget Specialist	-	1.00	1.000	36,254	52,042	56
Tax & Licensing Specialist	1.00	-	-	48,776	69,971	68

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range Number
	FY 2013	FY 2014	FY 2015	Min	Max	
Tax & Licensing Representative	-	2.00	1.000	33,675	48,318	53
Accounting Technician	2.00	-	-	33,675	48,318	53
Tax Accounting Clerk	1.00	1.00	1.000	31,262	44,886	50
Total	6.00	6.00	5.000			
<u>Accounting Services</u>						
Finance Director	0.90	1.00	1.000	Unclassified		
Customer Service Manager	1.00	-	-	51,230	73,528	70
Senior Accountant	1.00	1.00	1.000	56,555	81,162	74
Budget Manager	1.00	-	-	51,230	73,528	70
Accountant	-	1.00	1.000	48,776	69,971	68
Accounts Payable & Purchasing Specialist	-	1.00	1.000	36,254	52,042	56
Accounts Rec. & Assessments Specialist	-	1.00	1.000	36,254	52,042	56
Accounting Technician	2.00	-	-	33,675	48,318	53
Total	5.90	5.00	5.000			
<u>Information Technology</u>						
Finance Director	0.10	-	-	Unclassified		
IT Manager	1.00	1.00	1.000	72,384	103,896	84
GIS Coord\Historic Preservation	0.50	0.50	0.500	57,970	83,200	75
Network Engineer	1.00	2.00	2.000	51,230	73,528	70
Help Desk Manager	1.00	1.00	1.000	51,230	73,528	70
Web Developer/GIS Specialist	1.00	-	-	46,426	66,602	66
Web Development Specialist	-	1.00	1.000	46,426	66,602	66
IT Specialist	4.00	2.00	2.000	46,426	66,602	66
GIS Specialist	1.00	1.00	1.000	46,426	66,602	66
Help Desk Technicians	-	2.00	3.000	42,058	60,341	62
Administrative Assistant	0.50	-	-	33,675	48,318	53
Total	10.10	10.50	11.500			
Total Finance Department	22.00	21.50	21.500			
Field and Facilities-General Fund						
<u>Rodeo</u>						
Facilities Manager	0.15	0.15	0.150	56,555	81,162	74
Total	0.15	0.15	0.150			
<u>Parking Garage Fund</u>						
Facilities Manager	0.10	0.10	0.100	56,555	81,162	74
Total	0.10	0.10	0.100			
Total Field and Facilities-GF	0.25	0.25	0.250			
Community Development						
<u>Administration/Planning & Zoning</u>						
Comm. Devel. Director	0.50	0.50	0.500	Unclassified		
Planning Manager	0.60	0.60	1.000	60,902	87,381	77
GIS Coord\Historic Preservation	0.50	0.50	0.500	57,970	83,200	75
Planner	1.65	1.65	1.000	51,230	73,528	70
Grants Administrator	1.00	-	-	45,282	64,979	65
Program Manager	-	0.50	0.500	46,426	66,602	66
Real Property Specialist	-	-	0.100	56,555	81,162	74
Administrative Specialist	1.00	1.00	1.000	32,843	47,133	52
Total	5.25	4.75	4.600			

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range
	FY 2013	FY 2014	FY 2015	Min	Max	Number
<u>Building Inspections</u>						
Comm. Devel. Director	0.30	0.30	0.500	Unclassified		
Chief Building Official	1.00	1.00	1.000	60,902	87,381	77
Plans Examiner/Bldg. Insp	2.00	2.00	1.000	45,282	64,979	65
Plans Examiner	1.00	1.00	1.000	44,179	63,398	64
Building Inspector	-	-	2.000	38,106	54,662	58
Permit Tech	1.00	1.00	1.000	31,262	44,886	50
Total	5.30	5.30	6.500			
<u>Code Enforcement</u>						
Comm. Devel. Director	0.20	0.20	-	Unclassified		
Planning Manager	0.40	0.40	-	60,902	87,381	77
Code Enforcement Supervisor	1.00	1.00	-	48,776	69,971	68
Code Enforcement Officer	1.00	1.00	-	29,037	41,662	47
Total	2.60	2.60	-			
Total Community Development	13.15	12.65	11.100			
Parks and Recreation						
<u>Administration</u>						
Parks & Recreation Director	1.00	-	-	Unclassified		
Recreation Director		1.00	1.000	Unclassified		
Recreation Coordinator	-	1.00	1.000	37,170	53,352	57
Recreation Assistant	0.09	-	-	26,957	38,688	44
Total	1.09	2.00	2.000			
<u>Recreation Programming</u>						
Recreation Supervisor	1.00	1.00	1.000	56,555	81,162	74
ASA/Tournament Supervisor	1.00	-	-	48,776	69,971	68
Recreation Coordinator	-	1.00	1.000	37,170	53,352	57
Recreation Assistant	0.79	-	-	26,957	38,688	44
Secretary	1.00	1.00	1.000	26,957	38,688	44
Total	3.79	3.00	3.000			
<u>Parks, Trails, and Landscape Maintenance</u>						
Special Projects Administrator	1.00	1.00	1.000	48,776	69,971	68
Parks Maintenance Superintendent	1.00	-	-			
Maintenance Superintendent	-	1.00	1.000	56,555	81,162	74
Parks Regional Coordinator	2.00	2.00	2.000	42,058	60,341	62
Landscape Coordinator	0.30	0.30	0.300	40,019	57,429	60
Equipment Mechanic	1.00	1.00	1.000	39,042	56,035	59
Turf & Irrigation Coord.	1.00	1.00	1.000	37,170	53,352	57
Maintenance Technician	-	-	-	32,843	47,133	52
Trails/Natural Parklands Coord	1.00	1.00	1.000	37,170	53,352	57
Community Svcs Work Mon.	2.00	2.00	2.000	26,957	38,688	44
Maintenance Worker	1.30	1.30	2.300	25,043	35,922	41
Recreation Assistant	0.11	-	-	26,957	38,688	44
Total	10.71	10.60	11.600			
<u>Lakes Management</u>						
Maintenance Technician	1.00	3.00	3.000	32,843	47,133	52
Maintenance Worker	2.00	-	-	25,043	35,922	41
Total	3.00	3.00	3.000			
Total Parks and Recreation	18.60	18.60	19.600			

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range
	FY 2013	FY 2014	FY 2015	Min	Max	Number
Library						
<u>Library/Public Services</u>						
Library Director	1.00	1.00	1.000	68,910	98,883	82
Library Manager, Public Services	1.00	1.00	1.000	56,555	81,162	74
Lead Librarian	2.00	2.00	2.000	45,282	64,979	65
Librarian	6.00	5.00	5.000	41,018	58,864	61
Library Specialist	2.00	2.00	2.000	32,053	45,989	51
Library Assistant	6.00	5.00	5.000	27,643	39,666	45
Total	18.00	16.00	16.000			
<u>Library/Support Services</u>						
Library Manager, Support Services	1.00	1.00	1.000	51,230	73,528	70
Librarian	-	1.00	1.000	41,018	58,864	61
Technology Support Spec.	1.00	-	-	41,018	58,864	61
Help Desk Technician	-	1.00	-	42,058	60,341	62
Library Assistant	1.00	2.00	2.000	27,643	39,666	45
Maintenance Technician	1.00	1.00	1.000	32,843	47,133	52
Custodian	1.00	1.00	1.000	21,590	30,971	35
Total	5.00	7.00	6.000			
Total Library	23.00	23.00	22.000			
Police Department						
<u>Administration</u>						
Police Chief	1.00	1.00	1.000	Unclassified		
Deputy Police Chief	1.00	1.00	1.000	79,914	114,670	88
Police Lieutenant	1.00	1.00	1.000	76,752	95,722	PD Lt
Public Safety Specialist	-	-	0.500	30,514	43,763	49
Business Manager	1.00	1.00	1.000	38,106	54,662	58
Administrative Services Specialist	-	1.00	1.000	38,106	54,662	58
Total	4.00	5.00	5.500			
<u>Records</u>						
Police Records Supervisor	1.00	1.00	1.000	48,776	69,971	68
Police Records Clerk	5.00	5.00	5.000	32,053	45,989	51
Total	6.00	6.00	6.000			
<u>Traffic</u>						
Police Sergeant	1.00	1.00	1.000	61,485	76,669	PD Sgt
Police Officer	4.00	5.00	5.000	42,661	62,254	PD Ofc
Parking Control Monitor	1.00	1.00	1.000	29,037	41,662	47
Total	6.00	7.00	7.000			
<u>Investigations</u>						
Police Lieutenant	1.00	1.00	1.000	76,752	95,722	PD Lt
Police Sergeant	1.00	1.00	1.000	61,485	76,669	PD Sgt
Police Officer	6.00	9.00	7.000	42,661	62,254	PD Ofc
Secretary	0.50	1.00	0.500	26,957	38,688	44
Prop/Ev Tech-CSI	2.00	2.00	2.000	42,058	60,341	62
Public Safety Specialist	0.75	1.00	0.500	30,514	43,763	49
Total	11.25	15.00	12.000			

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range
	FY 2013	FY 2014	FY 2015	Min	Max	Number
<u>Patrol</u>						
Police Lieutenant	1.00	1.00	1.000	76,752	95,722	PD Lt
Police Sergeant	7.00	6.00	6.000	61,485	76,669	PD Sgt
Police Officer	42.00	41.00	46.000	42,661	62,254	PD Ofc
IT Technician	0.50	0.50	0.500	33,675	48,318	53
Secretary	1.00	1.00	1.000	26,957	38,688	44
Total	51.50	49.50	54.500			
<u>Training</u>						
Police Officer	1.00	1.00	1.000	42,661	62,254	PD Ofc
Total	1.00	1.00	1.000			
<u>Community Services</u>						
Police Sergeant	1.00	1.00	1.000	61,485	76,669	PD Sgt
Police Officer	5.00	4.00	1.000	42,661	62,254	PD Ofc
Crime Prevention Specialist	0.50	0.50	1.000	30,514	43,763	49
Secretary	0.50	-	0.500	26,957	38,688	44
Total	7.00	5.50	3.500			
<u>Animal Control</u>						
Animal Control Supervisor	1.00	1.00	1.000	34,507	49,525	54
Animal Control Officer	2.00	2.00	2.000	29,037	41,662	47
Total	3.00	3.00	3.000			
<u>Code Compliance Section</u>						
Chief Code Compliance Officer	-	-	1.000	48,776	69,971	68
Code Enforcement Officer	-	-	1.000	37,170	53,352	57
Total	-	-	2.000			
<u>Regional Communications</u>						
Police Lieutenant	1.00	1.00	1.000	76,752	95,722	PD Lt
Communications Tech Manager	1.00	1.00	0.800	65,582	94,099	80
IT Technician	1.00	1.00	1.000	46,426	66,602	66
Business Manager	1.00	1.00	1.000	38,106	54,662	58
Communications Specialist Supervisor	4.00	4.00	4.000	41,018	58,864	61
Communications Specialist	24.75	24.75	24.750	35,381	50,773	55
Total	32.75	32.75	32.550			
Total Police Department	122.50	124.75	127.050			

Fire Department

Administration

Fire Chief	1.00	1.00	1.000	Unclassified		
Business Manager	-	1.00	1.000	38,106	54,662	58
Administrative Assistant	1.00	1.00	1.000	33,675	48,318	53
Administrative Specialist	-	-	1.000	32,843	47,133	52
Secretary	1.00	1.00	1.000	26,957	38,688	44
Total	3.00	4.00	5.000			

Prevention

Division Chief/Battalion Chief	1.00	1.00	1.000	83,653	100,329	BC
Plans Examiner	1.00	1.00	1.000	44,179	63,398	64
Fire Inspector	1.00	1.00	1.000	38,106	54,662	58
Fire Prevention Aide	1.00	-	-	26,957	38,688	44
Total	4.00	3.00	3.000			

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range
	FY 2013	FY 2014	FY 2015	Min	Max	Number
<u>Suppression</u>						
Division Chief/Battalion Chief	3.00	3.00	3.000	83,653	100,329	BC
Fire Captain	15.00	15.00	15.000	61,277	76,406	FC
Fire Engineer	18.00	18.00	15.000	50,362	62,823	FE
Firefighter	21.00	21.00	21.000	40,356	58,851	FF
Total	57.00	57.00	54.000			
<u>Training</u>						
Division Chief/Battalion Chief	1.00	1.00	1.000	83,653	100,329	BC
Total	1.00	1.00	1.000			
<u>Fire Vegetation Crew</u>						
Division Chief	1.00	1.00	1.000	72,384	103,896	84
Wildland Crew Supervisor	1.00	1.00	-	48,776	69,971	68
Wildland Captain	1.00	1.00	-	42,058	60,341	62
Squad Boss	3.00	3.00	-	38,106	54,662	58
Code Enforcement Officer	1.00	-	-	29,037	41,662	47
Fuels Management Supervisor	-	1.00	1.000	38,106	54,662	58
Lead Fuels Technician	-	-	3.000	34,507	49,525	54
Fuels Tech/Wildland FF	1.00	1.00	-	31,262	44,886	50
Total	8.00	8.00	5.000			
Total Fire Department	73.00	73.00	68.000			
Economic Enterprises						
<u>Economic Development</u>						
Director of Economic Initiatives	0.75	0.75	0.750	Unclassified		
Tourism/Economic Dev Coordinator	0.50	0.50	0.500	40,019	57,429	60
Total	1.25	1.25	1.250			
<u>Tourism</u>						
Tourism Director	1.00	1.00	1.000	Unclassified		
Tourism & Economic Dev Coord.	0.50	0.50	0.500	40,019	57,429	60
Marketing Coordinator	0.75	-	-	38,106	54,662	58
Tourism Sales Manager	-	1.00	1.000	48,776	69,971	68
Total	2.25	2.50	2.500			
<u>Special Events</u>						
Special Events Manager	1.00	1.00	1.000	43,098	61,859	63
Total	1.00	1.00	1.000			
<u>Elks Opera House</u>						
Business Manager	1.00	-	-	38,106	54,662	58
Total	1.00	-	-			
Total Economic Enterprises	5.50	4.75	4.750			
Total General Fund	311.25	312.25	309.000			
Streets and Open Space						
<u>Street Operations</u>						
Field & Facilities Director	0.40	0.40	0.400	Unclassified		
Streets Maintenance Supt	1.00	1.00	1.000	56,555	81,162	74
Business Manager	0.50	0.30	0.300	38,106	54,662	58
Supervisor/Bldg Project Manager	1.00	1.00	1.000	48,776	69,971	68
Streets Maintenance Supv	3.00	3.00	2.000	48,776	69,971	68
Maintenance Specialist	1.00	1.00	1.000	39,042	56,035	59

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range Number
	FY 2013	FY 2014	FY 2015	Min	Max	
Maintenance Technician	1.00	1.00	1.000	32,843	47,133	52
Senior Equipment Operator	3.00	3.00	3.000	36,254	52,042	56
Traffic Control Worker	2.00	2.00	2.000	33,675	48,318	53
Equipment Operator	11.00	11.00	12.000	34,507	49,525	54
Accounting Clerk	-	1.00	1.000	26,957	38,688	44
Maintenance Worker	4.00	4.00	4.000	25,043	35,922	41
Total	27.90	28.70	28.700			
<u>Transportation Services</u>						
Traffic Engineer	1.00	1.00	1.000	79,914	114,670	88
Traffic Signal Supervisor	1.00	1.00	1.000	51,230	73,528	70
Traffic Engineering Tech	1.00	1.00	1.000	43,098	61,859	63
Traffic Signal Specialist	2.00	2.00	2.000	41,018	58,864	61
Total	5.00	5.00	5.000			
<u>Parks & Rec/Row Landscaping</u>						
Landscape Coordinator	0.70	0.70	0.700	40,019	57,429	60
Maintenance Tech	0.70	0.70	0.700	32,843	47,133	52
Total	1.40	1.40	1.400			
<u>Streets and Open Space</u>						
Public Works Director	0.30	0.30	0.300	Unclassified		
Environmental Coordinator	-	1.00	1.000	51,230	73,528	70
Total	0.30	1.30	1.300			
Total Streets and Open Space	34.60	36.40	36.400			
Water Fund						
<u>Utility Billing</u>						
Utility Billing Supervisor	1.00	1.00	1.000	48,776	69,971	68
Utility Billing Specialist	-	1.75	1.750	36,254	52,042	56
Utility Billing Representative	3.50	2.00	2.000	33,675	48,318	53
Total	4.50	4.75	4.750			
<u>Meter Reading</u>						
Metering Service Worker	3.00	3.00	3.000	26,312	37,731	43
Secretary	0.15	0.15	0.200	26,957	38,688	44
Admin Specialist	1.00	1.00	1.000	32,843	47,133	52
Total	4.15	4.15	4.200			
<u>Water Administration</u>						
Public Works Dir.	0.35	0.35	0.350	Unclassified		
Program Development Manager	0.50	0.50	0.500	79,914	114,670	88
Senior Project Manager	-	-	0.750	68,910	98,883	82
Capital Program Manager	0.75	0.75	0.750	76,066	109,138	86
Utilities Manager	0.50	0.50	0.500	77,958	111,862	87
City Engineer	0.30	0.30	0.300	79,914	114,670	88
Civil Engineer	0.50	0.50	0.500	68,910	98,883	82
Capital Project Manager	1.65	1.65	1.650	67,226	96,470	81
Sr Utilities Ops/Infra Analyst	0.50	0.50	0.500	63,981	91,832	79
Real Property Specialist	-	-	0.300	56,555	81,162	74
Water Resource Spec	0.20	0.20	0.200	51,230	73,528	70
Sr Engineering Technician	0.50	0.50	0.500	51,230	73,528	70
Contract Specialist	0.40	0.40	0.400	41,018	58,864	61
Water Protection Inspector	-	0.50	-	39,042	56,035	59
Admin. Assistant	0.40	0.40	0.400	33,675	48,318	53

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range Number
	FY 2013	FY 2014	FY 2015	Min	Max	
Secretary	0.40	0.40	0.400	26,957	38,688	44
Total	6.95	7.45	8.000			
<u>Water Production</u>						
Water Superintendent	0.50	0.50	0.500	60,902	87,381	77
Water Prod. Supervisor	1.00	1.00	1.000	48,776	69,971	68
Communications Tech Manager	-	-	0.100	65,582	94,099	80
Water Operator	5.00	5.00	5.000	36,254	52,042	56
Maintenance Specialist	1.00	1.00	1.000	39,042	56,035	59
Secretary	0.25	0.25	0.400	26,957	38,688	44
Total	7.75	7.75	8.000			
<u>Water Distribution</u>						
Water Superintendent	0.50	0.50	0.500	60,902	87,381	77
Water Distribution Supv.	1.00	1.00	1.000	48,776	69,971	68
Water Protection Specialist	0.50	-	-	39,042	56,035	59
Utilities Operation Specialist		0.50	0.500	41,018	58,864	61
Water Protection Inspector	-	-	0.500	39,042	56,035	59
Senior Utility Worker	5.00	5.00	5.000	32,843	47,133	52
Utility Worker	7.00	7.00	7.000	29,765	42,702	48
Secretary	0.25	0.25	0.400	26,957	38,688	44
Total	14.25	14.25	14.900			
<u>Alternate Water Sources</u>						
City Manager	0.25	0.25	0.250	Unclassified		
Regional Programs Director	1.00	1.00	1.000	Unclassified		
Water Resource Specialist	0.60	0.60	0.600	51,230	73,528	70
Planner	0.35	0.35	-	51,230	73,528	70
Water Conservation Coord.	0.50	0.50	-	46,426	66,602	66
Program Manager	-	-	0.500	46,426	66,602	66
Contract Specialist	0.20	0.20	0.200	41,018	58,864	61
Administrative Asst	0.20	0.20	0.200	33,675	48,318	53
Secretary	0.20	0.20	0.200	26,957	38,688	44
Total	3.30	3.30	2.950			
Total Water Fund	40.90	41.65	42.800			
Wastewater Fund						
<u>Wastewater Utilities Administration</u>						
Public Works Dir.	0.35	0.35	0.350	Unclassified		
Utilities Manager	0.50	0.50	0.500	77,958	111,862	87
Senior Project Manager	-	-	0.250	68,910	98,883	82
City Engineer	0.10	0.10	0.100	79,914	114,670	88
Civil Engineer	0.50	0.50	0.500	68,910	98,883	82
Program Development Manager	0.50	0.50	0.500	79,914	114,670	88
Sr Utilities Ops/Infrastructure Analyst	0.50	0.50	0.500	63,981	91,832	79
Capital Program Manager	0.25	0.25	0.250	76,066	109,138	86
Capital Project Manager	0.75	0.75	0.750	67,226	96,470	81
Real Property Specialist	-	-	0.300	56,555	81,162	74
Water Resource Spec	0.20	0.20	0.200	51,230	73,528	70
Sr Engineering Technician	0.50	0.50	0.500	51,230	73,528	70
Contract Specialist	0.40	0.40	0.400	41,018	58,864	61
Water Protection Inspector	-	0.50	-	39,042	56,035	59
Admin. Assistant	0.40	0.40	0.400	33,675	48,318	53

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range Number
	FY 2013	FY 2014	FY 2015	Min	Max	
Secretary	0.40	0.40	0.400	26,957	38,688	44
Total	5.35	5.85	5.900			
<u>Wastewater Treatment Plant</u>						
Wastewater Supt	0.50	0.50	0.500	60,902	87,381	77
WWTP Operations Supervisor	2.00	2.00	2.000	51,230	73,528	70
WWTP Operator	8.00	8.00	9.000	39,042	56,035	59
Communications Tech Manager	-	-	0.100	65,582	94,099	80
Wastewater Lab Tech/Relief Operator	1.00	1.00	1.000	39,042	56,035	59
Water Protection Specialist	0.50	0.50	0.500	39,042	56,035	59
Utilities Operation Specialist	-	-	0.500	41,018	58,864	61
WWTP Maint. Spec.	1.00	1.00	2.000	39,042	56,035	59
Admin Specialist	0.50	0.50	0.500	32,843	47,133	52
Capital Project Manager	0.40	0.40	0.400	67,226	96,470	81
Secretary	0.10	0.10	-	26,957	38,688	44
Total	14.00	14.00	16.500			
<u>Wastewater Collection</u>						
Wastewater Superintendent	0.50	0.50	0.500	60,902	87,381	77
Wastewater Coll. Supv.	1.00	1.00	1.000	48,776	69,971	68
Senior Utility Worker	5.00	5.00	5.000	32,843	47,133	52
Utility Worker	6.00	6.00	6.000	29,765	42,702	48
Maintenance Specialist	1.00	1.00	1.000	39,042	56,035	59
Administrative Specialist	0.50	0.50	0.500	32,843	47,133	52
Secretary	0.25	0.25	-	26,957	38,688	44
Total	14.25	14.25	14.000			
<u>Effluent Delivery</u>						
Water Operator	1.00	1.00	1.000	36,254	52,042	56
Total	1.00	1.00	1.000			
Total Wastewater Fund	34.60	35.10	37.400			

Solid Waste Fund

Transfer Station

Field & Facilities Director	0.40	0.40	0.400	Unclassified		
Solid Waste Supt.	0.34	0.34	0.340	56,555	81,162	74
Solid Waste Supv.	-	0.50	0.500	48,776	69,971	68
Administrative Supt	-	-	-	56,555	81,162	74
Business Manager	0.50	0.50	0.500	38,106	54,662	58
Senior Equip. Operator	2.00	2.00	2.000	36,254	52,042	56
Commercial Equip. Oper.	1.00	-	-	34,507	49,525	54
Sanitation Equip. Operator.	2.00	-	-	34,507	49,525	54
Maintenance Specialist	0.34	0.25	0.250	39,042	56,035	59
Maintenance Worker	1.00	3.00	5.000	25,043	35,922	41
Accounting Tech	0.34	0.34	0.340	33,675	48,318	53
Accounting Clerk	2.00	1.00	1.000	26,957	38,688	44
Total	9.92	8.33	10.330			

Residential Refuse

Solid Waste Supt.	0.33	0.33	0.330	56,555	81,162	74
Solid Waste Supv.	1.00	1.00	1.000	48,776	69,971	68
Senior Equip. Operator	1.00	1.00	1.000	36,254	52,042	56
Equipment Operator	7.00	7.00	9.000	34,507	49,525	54

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range Number
	FY 2013	FY 2014	FY 2015	Min	Max	
Maintenance Specialist	0.33	0.50	0.500	39,042	56,035	59
Maintenance Worker	-	1.00	-	25,043	35,922	41
Accounting Tech	0.33	0.33	0.330	33,675	48,318	53
Total	9.99	11.16	12.160			
<u>Commercial Refuse</u>						
Solid Waste Supt.	0.33	0.33	0.330	56,555	81,162	74
Solid Waste Supv.	1.00	0.50	0.500	48,776	69,971	68
Commercial Equip. Oper.	4.00	-	-	34,507	49,525	54
Equipment Operator	1.00	5.00	4.000	34,507	49,525	54
Maintenance Specialist	0.33	0.25	0.250	39,042	56,035	59
Accounting Tech	0.33	0.33	0.330	33,675	48,318	53
Total	6.99	6.41	5.410			
Total Solid Waste Fund	26.90	25.90	27.900			
Airport Fund						
Director of Economic Initiatives	0.25	0.25	-	Unclassified		
Airport Manager	1.00	1.00	-	68,910	98,883	82
Operations & Maintenance Supervisor	-	1.00	-	48,776	69,971	68
Airport Operations Tech.	3.00	3.00	-	32,843	47,133	52
Maintenance Specialist	1.00	1.00	-	39,042	56,035	59
Management Analyst	1.00	1.00	-	46,426	66,602	66
Accounting Clerk	1.00	1.00	-	26,957	38,688	44
	7.25	8.25				
<u>Terminal</u>						
Director of Economic Initiatives	-	-	0.0625	Unclassified		
Airport Manager	-	-	0.2500	68,910	98,883	82
Operations & Maintenance Supervisor	-	-	0.2000	48,776	69,971	68
Airport Operations Tech.	-	-	0.6000	32,843	47,133	52
Maintenance Specialist	-	-	0.4000	39,042	56,035	59
Management Analyst	-	-	0.2500	46,426	66,602	66
Accounting Clerk	-	-	0.1500	26,957	38,688	44
	-	-	1.9125			
<u>Airside</u>						
Director of Economic Initiatives	-	-	0.0125	Unclassified		
Airport Manager	-	-	0.2500	68,910	98,883	82
Operations & Maintenance Supervisor	-	-	0.4000	48,776	69,971	68
Airport Operations Tech.	-	-	0.7000	32,843	47,133	52
Maintenance Specialist	-	-	0.8000	39,042	56,035	59
Management Analyst	-	-	0.1000	46,426	66,602	66
Accounting Clerk	-	-	0.1500	26,957	38,688	44
	-	-	2.4125			

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range
	FY 2013	FY 2014	FY 2015	Min	Max	Number
<u>Landside</u>						
Director of Economic Initiatives	-	-	0.1750	Unclassified		
Airport Manager	-	-	0.5000	68,910	98,883	82
Operations & Maintenance Supervisor	-	-	0.4000	48,776	69,971	68
Airport Operations Tech.	-	-	0.7000	32,843	47,133	52
Maintenance Specialist	-	-	0.8000	39,042	56,035	59
Management Analyst	-	-	0.6500	46,426	66,602	66
Accounting Clerk	-	-	0.7000	26,957	38,688	44
	-	-	3.9250			
<u>Suppression</u>						
Fire Engineer	-	-	3.0000	50,362	62,823	FE
	-	-	3.0000			
Total Airport Fund	7.25	8.25	11.250			
Golf Course Fund						
<u>Maintenance</u>						
Grounds Superintendent	1.00	1.00	1.000	56,555	81,162	74
Asst Grounds Super.	2.00	2.00	2.000	44,179	63,398	64
Equipment Mechanic	1.00	1.00	1.000	39,042	56,035	59
Service Technician	1.00	1.00	1.000	32,843	47,133	52
Irrigation Tech	2.00	2.00	2.000	32,843	47,133	52
Groundskeeper	1.34	1.34	2.000	25,043	35,922	41
Total	8.34	8.34	9.000			
<u>Pro Shop</u>						
General Manager	1.00	1.00	-	68,910	98,883	82
Golf Tournaments/Mktg Coord	1.00	1.00	-	34,507	49,525	54
Restaurant Manager	0.25	0.25	-	40,019	57,429	60
Outside Services Manager	1.00	1.00	-	38,106	54,662	58
Groundskeeper	0.33	0.33	-	25,043	35,922	41
Total	3.58	3.58	-			
<u>Manzanita Grill</u>						
Restaurant Manager	0.75	0.75	-	40,019	57,429	60
Executive Chef	1.00	1.00	-	48,776	69,971	68
Sous Chef	1.00	1.00	-	28,330	40,664	46
Beverage Service Coordinator	0.50	0.50	-	16,224	23,275	21
Groundskeeper	0.33	0.33	-	25,043	35,922	41
Total	3.58	3.58	-			
<u>Golf Carts</u>						
Cart Service Coordinator	0.50	0.50	-	25,043	35,922	41
Total	0.50	0.50	-			
Total Golf Course Fund	16.00	16.00	9.000			
Fleet Maintenance Fund						
<u>Fleet Maintenance</u>						
Field & Facilities Director	0.10	0.10	0.100	Unclassified		
Business Manager	-	0.10	0.100	38,106	54,662	58
Fleet Maintenance Superintendent	0.40	0.60	0.600	56,555	81,162	74
Fleet Maintenance Supervisor	0.90	0.90	0.900	48,776	69,971	68
Equipment Mechanic	5.00	5.00	5.000	39,042	56,035	59
Parts Specialist	1.00	1.00	1.000	32,843	47,133	52

FY15 Auth Positions Roster
FY 2014 BUDGET AUTHORIZED POSITIONS BY FISCAL YEAR

Authorized Positions Job Classifications				Salary Range		Range Number
	FY 2013	FY 2014	FY 2015	Min	Max	
Secretary	0.40	0.40	0.400	26,957	38,688	44
Total	7.80	8.10	8.100			
<u>Vehicle Replacement Fund</u>						
Fleet Maintenance Superintendent	0.60	0.40	0.400	56,555	81,162	74
Fleet Maintenance Supervisor	0.10	0.10	0.100	48,776	69,971	68
Secretary	0.60	0.50	0.500	26,957	38,688	44
Total	1.30	1.00	1.000			
Total Fleet Maintenance Fund	9.10	9.10	9.100			
Engineering Fund						
<u>Engineering</u>						
City Engineer	0.60	0.60	0.600	79,914	114,670	88
Civil Drainage Engineer	1.00	1.00	1.000	68,910	98,883	82
Capital Project Manager	2.20	2.20	2.200	67,226	96,470	81
Contract Specialist	1.00	1.00	1.000	41,018	58,864	61
CADD Engineering Specialist	1.00	1.00	1.000	46,426	66,602	66
Senior Engineering Tech	1.00	1.00	1.000	51,230	73,528	70
Registered Land Surveyor	1.00	1.00	1.000	44,179	63,398	64
Development Coordinator	1.00	1.00	1.000	36,254	52,042	56
ROW Specialist	0.50	-	-	49,982	71,718	69
Real Property Specialist		0.50	0.300	67,226	96,470	81
Permit Technician	1.00	1.00	1.000	31,262	44,886	50
Total	10.30	10.30	10.100			
<u>Construction Services</u>						
Supervisory Inspector	1.00	1.00	1.000	48,776	69,971	68
Construction Inspector	6.00	6.00	6.000	38,106	54,662	58
Total	7.00	7.00	7.000			
Total Engineering Fund	17.30	17.30	17.100			
Self-Insurance Fund						
Risk Management Analyst	1.00	-	-	46,426	66,602	66
Risk Manager	1.00	-	-	56,555	81,162	74
Total Self-Insurance Fund	2.00	-	-			
Facilities Maintenance Fund						
Field & Facilities Director	0.10	0.10	0.100	Unclassified		
Facilities Manager	0.75	0.75	0.750	56,555	81,162	74
Facilities Maintenance Superintendent	1.00	1.00	1.000	56,555	81,162	74
Facilities Coordinator	1.00	1.00	1.000	37,170	53,352	57
Maintenance Specialist	1.00	1.00	1.000	39,042	56,035	59
Business Manager	-	0.10	0.100	38,106	54,662	58
Secretary	-	0.10	0.100	26,957	38,688	44
Custodian	2.00	2.00	2.000	21,590	30,971	35
Total Facilities Maint. Fund	5.85	6.05	6.050			
Total City-wide Authorized	505.75	508.00	506.000			

Five Year Plan FY2016-FY2020

	FY2016	FY2017	FY2018	FY2019	FY2020
Project	Projected	Projected	Projected	Projected	Projected
Water					
Haisley A (Virginia) Pump Station Rehabilitation (Zone 16) (Impact - G)	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -
Small Water Main Replacements	1,315,000	1,396,000	1,482,000	1,573,000	1,669,000
12" Line Meadowbrook, Forest Hills - Thumb Butte Rd to Thumb Butte Tank (Impact - H)	1,283,490	-	-	-	-
Chino Valley New Tank (Impact - A)	1,200,000	4,000,000	-	-	-
Haisley New Tank Reservoir (Zone 16) (Impact - G)	1,200,000	-	-	-	-
12" Skyline, Horizon, Lookout - Upper Thumbbutte PS to Upper TB Tank (Impact - H)	600,000	-	-	-	-
Storage Tank Maintenance Program	582,000	588,000	594,000	600,000	606,000
Upper Rancho Vista Pump Station Upgrade (Zone 21) (Impact - E)	581,000	-	-	-	-
Comprehensive Agreement No. 1 (CA1)	493,870	1,148,997	1,641,114	533,238	595,752
Mingus Tank Reservoir Replacement	468,000	1,560,000	-	-	-
12" Line Virginia St. - Virginia St. Pump Station to Foothills Pump Station (Impact - G)	344,000	-	-	-	-
Mingus Pump Station Rehabilitation	300,000	1,000,000	-	-	-
Overland Trail Bridge Reconstruction - Design	250,000	-	-	-	-
Big Chino Water Ranch	227,850	227,850	227,850	227,850	227,850
Capital Contingencies	176,000	182,000	188,000	194,000	200,000
Telemetry (SCADA) System Install/Upgrade Program	136,000	141,000	-	-	-
Booster Station Upgrade	115,000	119,000	123,000	127,000	156,000
Production Well Maintenance	50,000	52,000	54,000	56,000	58,000
P R V Upgrade	47,000	49,000	51,000	53,000	55,000
Watson & Willow Lakes Enhancement Program (TMDL)(Impact)	45,000	45,000	45,000	45,000	-
12" Line Mingus Booster to Mingus Tank	38,100	127,000	-	-	-
Heckthorn Water Main (Impact - D)	38,000	343,000	-	-	-
Leak Detection Program	37,000	39,000	41,000	43,000	45,000
Update of 2003 General Plan	2,000	-	-	-	-
12" Line Sundog Connector (Impact - C)	-	2,077,400	-	-	-
Intermediate Pump Stations and Reservoirs (Impact - B)	-	-	3,952,000	3,952,000	-
Chino Valley Booster Facility Upgrades (Impact - B)	-	-	2,340,000	2,340,000	-
12" Connect 12-inch Main from Zone 31 Pump Station to Zone 31 Storage Tank	-	-	698,100	-	-
16" Water main from Zone 12 to Intermediate Storage Reservoir (Impact - B)	-	-	686,400	686,400	-
12" Connect 12-inch main in Zone 39 to Zone 31 Pump Station	-	-	522,600	-	-
8" Water Main Loop Connections - River Oaks & Shinnery and Valley/Tabosa	-	-	438,100	-	-
8" New Zone 61 Water Mains - Distribution loop along Forest View Dr.	-	-	369,200	-	-

Five Year Plan FY2016-FY2020

Project	FY2016 Projected	FY2017 Projected	FY2018 Projected	FY2019 Projected	FY2020 Projected
Cedarwood Tank Option A	-	-	225,000	750,000	-
8" New Zone 0 Water Main - Atlantic Rd from Blooming Hills to Isabelle Rd.	-	-	208,000	-	-
8" New Zone 41 Water Main - Victoria St from Stevens Rd to Green Ln	-	-	149,500	-	-
8" New Zone 41 Water Main - Sequoia Dr from Badger Rd to Candlewood Rd	-	-	144,300	-	-
8" New Zone 41 Water Main - Arena Dr from Lester to 600 ft East	-	-	119,600	-	-
8" New Zone 40 Water Main - Eagleview Rd from Rosser to Soaring Rd.	-	-	115,700	-	-
8" New Zone 41 Water Main - Northside Dr from Flora to Rosser Rd.	-	-	68,900	-	-
8" New Zone 41 Water Main - Garland St from Willow Creek Rd to Moall Dr.	-	-	61,100	-	-
Water Model Update	-	-	-	301,600	-
Impact Fee Project (Impact - A)	-	-	-	195,000	-
Subtotal Water	\$ 11,029,310	\$ 13,095,247	\$ 14,545,464	\$ 11,677,088	\$ 3,612,602
Wastewater					
Sundog Trunk Main Design and Construction (Impact - B)	\$ 4,108,989	\$ -	\$ -	\$ -	\$ -
Sewer Mainline Repl/Rehab	550,000	-	-	-	-
Sundog Digester Cleaning	328,000	-	-	-	-
Robinson Drive	200,000	-	-	-	-
Capital Contingencies	182,000	188,000	194,000	200,000	206,000
Lift Station Rehabilitation	115,000	119,000	123,000	127,000	131,000
Chemical Root Control	112,551	115,927	119,405	122,987	126,677
Telemetry (SCADA) System Install/Upgrade Program	78,000	81,000	-	-	-
Watson and Willow Lake Enhancement Program (TMDL)	45,000	45,000	45,000	45,000	-
Update of 2003 General Plan	2,000	-	-	-	-
42" Airport Trunk Sewer Upsize - Single Treatment Plant Scenario (Impact - A)	-	2,869,282	-	-	-
Granite Dells Development - New Lift Station (Impact - C)	-	2,340,000	-	-	-
30" Airport Trunk Sewer Upsize - Two Treatment Plant Scenario (Impact - I)	-	2,218,035	-	-	-
36" Airport Trunk Sewer Upsize - Single Treatment Plant Scenario (Impact - A)	-	788,320	-	-	-
24" Airport Trunk Sewer Upsize - Two Treatment Plant Scenario (Impact - I)	-	300,185	-	-	-
10" Granite Dells Development - New Sewer Mains (Impact - C)	-	270,442	-	-	-
12" Granite Dells Development - New Sewer Mains (Impact - C)	-	163,534	-	-	-
15" Hassayampa Trunk Main - Upsize Josephine/Osburn (Impact - H)	-	-	574,635	-	-
15"Montezuma Trunk Main - Upsize Sewers (Impact - G)	-	-	448,712	-	-
15" Upsize sewers on Fifth St, Sixth St, Hillside Dr	-	-	371,414	-	-

Five Year Plan FY2016-FY2020

	FY2016	FY2017	FY2018	FY2019	FY2020
Project	Projected	Projected	Projected	Projected	Projected
8" Willow Creek - Upsize Sewers on Willow Creek, Rosser and Demerse	-	-	325,182	-	-
12"Hassayampa Trunk Main - Upsize Josephine/Osburn (Impact - H)	-	-	316,271	-	-
8" Hassayampa Trunk Main - Upsize Josephine/Osburn (Impact - H)	-	-	119,139	-	-
18" Upsize Sewers on Fifth St, Sixth St, Hillside Dr	-	-	110,971	-	-
8" City Lights - Replace 8" Gravity Sewer	-	-	108,394	-	-
10" Hassayampa Trunk Main - Upsize Josephine/Osburn (Impact - H)	-	-	95,713	-	-
8" Upsize Sewer on Sun Dr East of Scott Dr	-	-	26,757	-	-
Sundog Equalization Basin & Lift Station (Impact - B)	-	-	-	5,300,000	-
Sundog Collector/ Sundog Ranch Road (Storm Ranch) IGA (Impact)	-	-	-	395,000	-
Wastewater Collection Model Update (Impact - A)	-	-	-	200,000	-
10" Hassayampa - Upsize Thumb Butte Rd	-	-	-	125,008	-
8" Hassayampa - Upsize Meadowbrook Rd	-	-	-	21,068	-
Subtotal Wastewater	\$ 5,721,540	\$ 9,498,725	\$ 2,978,591	\$ 6,536,063	\$ 463,677

Streets

Pavement Maintenance and Preservation	\$4,778,091	\$4,921,434	\$5,069,077	\$4,000,000	\$3,156,393
Robinson Drive	1,160,000	-	-	-	-
Intersection Signalization Project	325,000	-	325,000	-	-
Crystal Lane Realignment	250,000	-	-	-	-
NPDES - All Programs & Activities for NPDES Compliance	225,000	225,000	225,000	75,000	225,000
Sidewalk Replacement Program	212,180	218,545	225,102	231,855	238,810
Watson & Willow Lakes Enhancement Program (TMDL)	210,000	210,000	210,000	210,000	-
Annual Pavement Marking Contract	150,000	150,000	150,000	150,000	150,000
Unpaved Streets	54,636	56,275	57,964	59,703	61,494
Central Yavapai Metropolitan Planning Organization (CYMPO)	52,877	54,463	54,463	56,097	57,780
Engineering & Safety Project	50,000	50,000	50,000	50,000	50,000
Paving at Sundog Ranch Rd	50,000	50,000	-	-	-
Pavement Management	30,000	30,000	30,000	30,000	30,000
Sidewalks - ADA Ramps and Minor Repairs	28,138	28,982	29,852	30,747	31,670
Traffic Calming Various Streets	26,523	27,319	28,138	28,000	29,852
Signal Replacement Equipment	25,000	25,000	25,000	25,000	25,000
Street Lights (New and Replacement)	10,000	10,000	10,000	10,000	10,000
Traffic Signal Design - Various Locations	10,000	-	10,000	-	10,000

Five Year Plan FY2016-FY2020

Project	FY2016 Projected	FY2017 Projected	FY2018 Projected	FY2019 Projected	FY2020 Projected
Update of 2003 General Plan	3,000	-	-	-	-
Thumb Butte Road Improvements	-	275,000	1,962,760	-	-
Haisley Road Pavement Reconstruction	-	-	1,416,800	-	-
Summit Ave. South Pavement Reconstruction	-	-	45,000	317,080	-
Carelton Street East And Beach Ave.	-	-	45,000	311,640	-
McCormick Street Pavement Reconstruction	-	-	45,000	311,640	-
Sierry Peaks Pavement Reconstruction	-	-	-	860,000	-
Eastwood Drive Reconstruction	-	-	-	690,000	-
Subtotal Streets	\$7,650,445	\$6,332,019	\$10,014,155	\$7,446,762	\$4,075,998
Total	\$24,401,295	\$28,925,990	\$27,538,210	\$25,659,913	\$8,152,277

Unfunded Capital

Title	FY2015 Projected	FY2016 Projected	FY2017 Projected	FY2018 Projected	FY2019 Projected	FY2020 Projected
Rodeo Grounds Rehab	\$ 609,357	\$ 27,300	\$ 270,000	\$ 882,532	\$ 350,000	\$ -

TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, THE CITY OF PRESCOTT IS NOTIFYING ITS PROPERTY TAXPAYERS OF THE CITY OF PRESCOTT'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. THE CITY OF PRESCOTT IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$30,823 OR 2.0%.

THE PROPOSED TAX INCREASE WILL CAUSE THE CITY OF PRESCOTT'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO INCREASE FROM \$29.48 TO \$30.07.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD AT **TUESDAY, JUNE 24, 2014 AT 3:00 P.M.** IN THE CITY HALL COUNCIL CHAMBERS AT 201 SOUTH CORTEZ PRESCOTT, ARIZONA.