AGENDA

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
Tuesday, April 28, 2015
3:00 PM

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

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

- ♦ **CALL TO ORDER**
- ♦ **INTRODUCTIONS**
- ♦ **INVOCATION** — Unity Church of Prescott
- ♦ **PLEDGE OF ALLEGIANCE** — Councilman Arnold
- ♦ **ROLL CALL**

MAYOR AND CITY COUNCIL

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

- ♦ **ANNOUNCEMENTS**
- ♦ **PRESENTATIONS**

A. Yavapai College Update presented by Steve Walker, Vice President for College Advancement/Foundation

I. CONSENT AGENDA

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

COUNCILMEMBER SO REQUESTS.

A. Approval of minutes for City Council meetings held on March 24, 2015

B. Purchase of six (6) ea. portable data collecting computers and equipment from PCS Mobile using National Intergovernmental Purchasing Alliance pricing (Contract No. NIPA CNR-0450-V37t-120471) in the total amount of $20,510.66

C. Adoption of Resolution No. 4290-1499 approving an Intergovernmental Agreement (IGA) with the City of Glendale to provide law enforcement and security services during National Football League (NFL) games and certain other major events (City Contract No. 2015-047)

D. Acceptance of grant funding in the amount of $3,000.00 from the Governor's Office of Highway Safety for safety belt and child safety seat enforcement

E. Adoption of Ordinance No. 4933-1471 authorizing acceptance of a water easement dedication from KW Prescott, LLC

ORDINANCE NO. 4933-1471 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A WATER EASEMENT DEDICATION FROM KW PRESCOTT, LLC, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION.

F. Approval of purchase of ammonium lignin sulfonate from CYC-Seeds, LLC, in an amount not to exceed $20,000.00 (Streets and Open Space Fund)

G. Approval of rental of concrete barriers on a weekly basis from Howe Precast Concrete Barriers, Inc., in an amount not to exceed $17,850.00 (Streets and Open Space Fund)

<u>RECOMMENDED ACTION</u>: MOVE to approve Consent Agenda Items I.A.-I.G.

II. LIQUOR LICENSE CONSENT AGENDA

A. Application for a Series 15 Special Event Liquor License

Prescott Creeks
Prescott College Crossroads Center, 220 Grove Street

Applicant: Paula E. Cooperrider
City Application No. 15-0011S
Date/Time of Event: May 22, 2015, 4:00 pm - 7:00 pm

The application has been reviewed and determined to be in compliance with City requirements

B. Application for a Series 15 Special Event Liquor License

Sharlot Hall Historical Society of Arizona
Sharlot Hall Museum, 415 West Gurley Street
Applicant: Nancy L. Hans
City Application No. 15-0008S
Date/Time of Event: May 16, 2015, 3:00 pm - 11:59 pm

The application has been reviewed and determined to be in compliance with City requirements

C. Application for a Series 15 Special Event Liquor License

Fraternal Order of Eagles #3600
Mile High Middle School Football Field, 300 S. Granite St.
Applicant: Steven Randolph Gottlieb
City Application No. 15-0004S
Date/Time of Event: May 30 - 31, 2015, 10:00 am - 10:00 pm

The application has been reviewed and determined to be in compliance with City requirements.

***RECOMMENDED ACTION*: MOVE to forward special event liquor license applications A, B, and C to the Arizona State Liquor Board with a recommendation of approval/denial.**

III. REGULAR AGENDA

A. Public hearing and consideration of a new liquor license application for a Series 14, Private Club License, from Andrea Dahlman Lewkowitz, applicant for Capital Canyon Club, located at 2060 Golf Club Lane

***RECOMMENDED ACTION*: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny/make no recommendation for Liquor License Application No. 14133012, for a Series 14 Private Club license, for Capital Canyon Club, located at 2060 Golf Club**

Lane.

B. Public hearing and consideration of a new liquor license application for a Series 12, Restaurant License, from Erica Lynn Parker, applicant for Two Mamas Gourmet Pizza, located at 221 North Cortez Street

<u>RECOMMENDED ACTION</u>: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny/make no recommendation for Liquor License Application No.12133616, for a Series 12 Restaurant license, for Two Mamas Gourmet Pizza, located at 221 North Cortez Street.

C. Final Plat FP15-003 for “Touchmark at the Ranch PAD” [Owner: Touchmark at the Ranch, LLC, 5150 SW Griffith Drive, Beaverton, Oregon 97005]

<u>RECOMMENDED ACTION</u>: MOVE to approve FP15-003, the Final Plat of “Touchmark at the Ranch”, a Planned Area Development.

D. Award of City Contract No. 2015-169 for the Prescott Area Shelter Services (PASS) Phase II Family Shelter Renovation Project at 337 N. Rush Street to Copper Sun Construction, LLC, in the total amount of $56,830.00, to include Bid Alternate 1

<u>RECOMMENDED ACTION</u>: MOVE to award City Contract No.2015-169 to Copper Sun Construction, LLC, in the total amount of $56,830.00, for the Base Bid and Bid Alternate 1.

E. Adoption of Resolution No. 4284-1493 providing for centralization of wastewater treatment for system capital planning

<u>RECOMMENDED ACTION</u>: MOVE to adopt Resolution No. 4284-1493.

F. Award of City Contract No. 2015-158 for the FY 2015 Pavement Rehabilitation Project to Asphalt Paving & Supply, Inc., in the amount of $2,039,609.20

<u>RECOMMENDED ACTION</u>: MOVE to award City Contract No. 2015-158 for the FY 2015 Pavement Rehabilitation Project to Asphalt Paving & Supply, Inc, in the amount of $2,039,609.20.

G. Award of City Contract No. 2015-155 with AZTEC Engineering Group, Inc., for engineering services for the Darby Creek Way Reconstruction Project in an amount not to exceed $25,682.00

<u>RECOMMENDED ACTION</u>: MOVE to award City Contract No. 2015-155 to AZTEC Engineering Group, Inc., for engineering services for the Darby Creek Way Reconstruction Project in an amount not to exceed $25,682.00.

H. Adoption of Ordinance No. 4938-1476 calling a special election to be held August 25, 2015, to vote on a transaction privilege tax dedicated to the payment of the City's liability to the Arizona Public Safety Personnel Retirement System

<u>RECOMMENDED ACTION</u>: MOVE to adopt Ordinance No. 4938-1476, referring to the August 25, 2015, election ballot a measure providing for a sales tax increment of ______% and duration of _______ years to pay off the City of Prescott's PSPRS liability.

I. Adoption of Ordinance No. 4937-1475 calling a special election to be held August 25, 2015, to vote on a transaction privilege tax of 0.08% dedicated to open space purposes, taking effect on January 1, 2016, and ending on December 31, 2035

VERSION 1

ORDINANCE NO. 4937-1475 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PLACING ON THE AUGUST 25, 2015, ELECTION BALLOT THE QUESTION OF ADOPTING A TRANSACTION PRIVILEGE TAX OF EIGHT ONE-HUNDREDTHS OF ONE PERCENT (0.08%), THE REVENUE OF WHICH SHALL BE DEDICATED TO THE ACQUISITION, MAINTENANCE, AND IMPROVEMENT OF OPEN SPACE, INCLUDING LAKES AND WATERSHEDS, BY THE CITY, TAKING EFFECT ON JANUARY 1, 2016, AND ENDING ON DECEMBER 31, 2035.

VERSION 2

ORDINANCE NO. 4937-1475 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PLACING ON THE AUGUST 25, 2015, ELECTION BALLOT THE QUESTION OF ADOPTING A TRANSACTION PRIVILEGE TAX OF EIGHT ONE-HUNDREDTHS OF ONE PERCENT (0.08%), THE REVENUE OF WHICH SHALL BE DEDICATED TO THE ACQUISITION AND MAINTENANCE OF OPEN SPACE BY THE CITY, TAKING EFFECT ON JANUARY 1, 2016, AND ENDING ON DECEMBER 31, 2035; AND CREATING AN OPEN SPACE ADVISORY COMMISSION FOR THE DURATION OF SAID TAX.

<u>RECOMMENDED ACTION</u>: Council's pleasure:

either ***(a) Adopt Ordinance No. 4937-1475 <u>Version 1</u> or <u>Version 2</u>***
or ***(b) Do not adopt Ordinance No. 4937-1475.***

J. FY 16 and Subsequent Budgets - Council discussion, direction, and possible action

<u>RECOMMENDED ACTION</u>: As determined by Council.

IV. 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).

<u>CERTIFICATION OF POSTING OF NOTICE</u>

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.

____

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of minutes for City Council meetings held on March 24, 2015

Approved By:		**Date:**
City Clerk:	DeLong, Dana	04/21/2015

Item Summary

Attached for approval are the City Council minutes of the Special Workshop Meeting held on March 24, 2015; and the Regular Voting Meeting held on March 24, 2015.

Attachments

1. March 24, 2015, Special Workshop Meeting Minutes
2. March 24, 2015, Regular Voting Meeting Minutes

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

PRESCOTT CITY COUNCIL
SPECIAL WORKSHOP MEETING
TUESDAY, MARCH 24, 2015
PRESCOTT, ARIZONA

MINUTES OF THE SPECIAL WORKSHOP MEETING OF THE PRESCOTT CITY COUNCIL HELD ON MARCH 24, 2015, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 9:00 A.M.

◆ **ROLL CALL**

Present:	Absent:
Mayor Kuykendall	None
Mayor Pro Tem Kuknyo	
Councilman Arnold	
Councilman Blair arrived at 9:06 am	
Councilman Lamerson	
Councilman Lazzell	
Councilwoman Wilcox	

I. DISCUSSION ITEMS

A. Workshop No. 3 for review of the 2015 Draft General Plan in preparation for adopting a final version for voter ratification

George Worley, Planning Manager, addressed the Council. The Workshop would cover the last four elements of the General Plan and the process set out to amend the plan.

- ENVIRONMENTAL PLANNING ELEMENT – air, surface water quality, activities under the control of the community, lakes management, dark sky

Mr. Worley noted the committee talked about the air quality section and noted that weather changes should be made. Very few changes were ultimately made. The committee reaffirmed the 2003 plan.

- WATER QUALITY

There was discussion in the committee and Planning Commission that revolved around the quality of water in Watson and Willow lakes, which were joint use facilities. He said they provided water storage and were a recreational amenity.

Councilman Arnold agreed that the City should not have development that polluted the aquifer. He would rather see the language, from a code based standpoint to make sure that the development would not pollute. He wanted a process in place to evaluate the potential. Strategy 1.2 should focus on addressing potential pollution issues. He wanted to discourage pollution, not the industry.

- LAKES

Mr. Worley noted that there was a suggestion for review and update of the lakes management plan.

- DARK SKY, GLARE AND LIGHTING

The dark sky requirements in the zoning code helped the City maintain a relatively dark sky, while providing safety lighting for streets and neighborhoods.

Mr. Worley said one of the issues involved was keeping up with technology and how the City would handle LED lighting. He noted that the lights were very efficient and some cities allowed them in parking lots. There were different colors and brightness levels to the lights. The committee recommended specific color temperature allowances.

Councilman Arnold asked for more background on Strategy 1.1, 1.2, 1.3 and strategy 1.5, he would like to see it say “as replacement occurs” rather than “retrofit all city facilities”. He noted that a retrofit would be very costly. He thought it should be in the planning process and not a strategy for the City Code. It could be tied into new building.

Councilman Blair talked about bringing commercial and residential together to make sure lights at the commercial facility were engineered so that only certain lights would be on later in the evening.

Councilwoman Wilcox said the City needed to be a leader in converting the lighting to LED or dark sky compliant lighting. She noted the ball fields were not in compliance and the City should aggressively replace bulbs before they were burned out.

Mr. Worley suggested adding “as appropriate” or “as determined by Council, through budget process”.

- WILDLIFE CORRIDORS

Mr. Worley noted that they were multi-use as drainages, green space and wildlife corridors.

Mayor Pro Tem Kuknyo said that the Arizona Department of Transportation (ADOT) and Fish and Game said the tunnels do not work for the wildlife and the bridges were more effective. Part of Strategy 1.3 could be to look for funding from outside sources for wildlife corridors.

- WATER

Mr. Worley said one of the things that had occurred since the Planning Commission adoption of the edits that were submitted to Council, were a number of issues about new conditions or revised estimates of conditions. He said the element had another re-write and he gave Council a red lined copy.

One of the things that came up was to make sure the information provided was clear enough to correlate to the City's Water Management Policy and to the other external forces, like the state's Water Management Plans.

He noted that there were a number of changes to the statistics and water accounting, which Council received most of at a January Workshop.

- WATER LEGALLY AND PHYSICALLY AVAILABLE TO PRESCOTT

The committee quoted the Arizona Revised Statute sections of the requirements for each element.

Councilwoman Wilcox said Council only received changes to 10.2. Mr. Worley said he could read through the specific changes. Craig McConnell, City Manager, reinforced that what Council saw was a technical update. It was not a change of policy. He noted that Leslie Graser gave a detailed update of the available water earlier in the year. Mr. Worley said the numbers were consistent with the information Council was provided in January.

Councilwoman Wilcox asked if there was a plan to achieve safe yield within the AMA. Leslie Graser said safe yield was discussed in multiple paragraphs. In September 2014 the Department of Water Resources issued the Fourth Management Plan. She brought the most current information into one location. Staff did not drop the discussion of safe yield in its entirety. They cleaned up what the current condition was.

Ms. Graser said the AMA said the Prescott AMA was not in safe-yield, however, in September 2014, the Department of Water Resources adopted the Fourth Management Plan, which stated "ADWR has developed additional water demand and supply scenarios extending beyond 2025 which show that the Prescott AMA can achieve safe-yield and maintain it for some years beyond 2025. This points to the need for continued local and regional management into the future".

Councilman Lamerson said Prescott only had jurisdictional authority over what was available to Prescott

Mr. Worley said they wanted to start the presentation showing just how much property Prescott had direct control over.

- WATER AVAILABILITY FOR FUTURE DEVELOPMENT

He noted that 22,159 future housing units could potentially be served by the available legal water the City had. He said that would provide water for 44,000 people over the long term. He noted that the Land Use element estimated between 80,000 and 90,000 as a maximum population for the City with the hard boundaries.

Craig McConnell, City Manager, said this was an important table in the General Plan. It showed physically available water for a population of about 60,000. If the Big Chino was added, the population served could be around 85,000. He said that water was legally, but not physically available and if it were not accessed, then the build-out population would be based on physically available water supplies.

Councilman Lamerson said that the housing units included all the housing units being built in the retirement communities. Those were all contemplated in those numbers.

Mr. Worley said the remainder of the element contained similar modifications to terminology in line with the City's Water Policy and with the management plans by the state.

- WATER RESOURCES GOALS AND STRATEGIES

Mr. Worley talked about the changes to the goals. He said that water resources element had the most background information provided to the committee prior to their actions on it.

Councilman Blair asked how someone might transfer water credits from eastern Arizona to Prescott and how it would show up in the General Plan. Ms. Graser said that the City would not be able to do that. They could locally access either surface water claims that would be severed and transferred to the City or irrigation grandfathered rights that would be extinguished and pledged to the City. She noted that staff did not forecast additional water resources.

Mr. McConnell said that the Water Issues Committee would be talking about policy of accepting water rights at an upcoming meeting.

Mr. Worley said there was nothing in the General Plan that would discourage a developer from doing that.

Councilman Arnold asked about 10.3.1 Treated Effluent Supplies and if it would be appropriate to rewrite the City's direction, based on centralization. Mr. McConnell said that the City would be going with centralization and would look at updating that section.

Mayor Kuykendall asked for comments from the public.

Leslie Hoy, citizen, addressed the Council. She asked about page 72, Lakes Goals and Implementation Strategies, Strategy 2.3., and if staff could include something about the removal of horse and dog manure. She thought it was something that needed work.

Councilman Lamerson thought this would be part of a strategic plan.

Mr. McConnell said the section was talking about storm water runoff and said the City had permits for water quality. He suggested wording it along the lines of implement practices supporting achievements of National Pollutant Discharge Elimination System (NPDES) and MS4 water quality requirements.

Ms. Hoy said the problem with putting in the number of those requirements, was that nobody would know what that meant. She suggested spelling it out.

Ms. Hoy asked why “a commitment of groundwater to non-residential uses” was crossed out on page 81. Mr. Worley responded that one of the things that occurred at the time of the water mining declaration by the state was that Prescott was locked into a committed amount of ground water and no new groundwater commitment was allowed through the process. There was no groundwater commitment to new residential that could occur. Those subdivisions that were preliminarily platted and had water associated with groundwater were already accounted for, whether they were built or not.

Ms. Hoy said she had heard in the past when businesses got additional water, it was not counted. She said that would take the City farther away from safe yield. Mr. Worley said that the City accounted for most commercial water uses by a percent increase in the amount of water that was allocated to residential uses. Mr. McConnell said that if City could not commit ground water to non-residential uses, why they would recognize it as a challenge.

Ms. Hoy asked about page 84 on the strikethrough version. She asked why habitat was taken out. Mr. McConnell said, by vote, the City owned lakes were acquired for two purposes; recreation and water. They were not acquired for developing habitat. He said they were operated for the purposes for which they were acquired. Ms. Hoy said those were big birding areas and asked if the community would not what habitat in there. Mr. McConnell said it would be a matter of policy.

Mr. McConnell said there was an inherent conflict between water supply and recreation. If habitat were thrown into that equation there would be more tension.

Doug McMillian, resident and retired civil engineer, addressed the Council. He talked about paper water versus real water. He said all ground water pumping had two components: storage or flow-through capture. Pumping from storage had an expiration date. He said capture was OK if residents were willing to decrease the downstream flow.

As a result of the pumping in the Little Chino, the ground water levels were going down about three feet per year. He said the groundwater level was about 15 feet above the top of the volcanic unit. He noted that the Del Rio flow was declining. The paper water did not match up with real water hydraulics. There was legalized groundwater mining and the Prescott AMA would never have safe yield.

Mr. McMillan said to have a real water balance that was sustainable, Prescott would need to improve the recycle rate and supplement the natural recharge with better utilization of the hydrologic cycle, which was 2 percent, due to the dams and clay soils.

Mayor Kuykendall asked where he suggested that would be added to the General Plan. Mr. McMillan responded that long term the City needed to think about real water as opposed to paper water.

Mr. McConnell said that it was appropriate for long-term water management plan.

JD Greenberg, citizen, talked about the Central Yavapai Metropolitan Planning Organization (CYMPO), and said there was a wealth of opportunity for all of the residents in the Central Arizona area to work together to achieve great things. She said the 2040 Regional Transportation Plan was a good example. She discussed the meeting times available prior to final approval of the plan. She said that the wildlife corridors had great ramifications if done correctly. Game and Fish had a lot of information and it was species specific intervention. She did not want to see any language changed in the General Plan.

Mayor Pro Tem Kuknyo said he would like to get something that worked with the wildlife corridors.

Sandra Smith, citizen, asked about the animal waste, and asked if there some way the City could collect that and make fertilizer.

Mr. McConnell said the City was working with Prescott Frontier Days regarding the rodeo grounds. He said the City would have to implement some different practices because of the water quality concerns.

Barbara Jacobsen, citizen, said that when the changes were made to the General Plan and posted on the webpage, the changes did not show up. She assumed the most updated changes were on the website.

Mr. Worley responded that the changes were posted as part of the agenda for Council. Once they were formally approved, the website would be updated.

Mayor Pro Tem Kuknyo talked about the regional cooperation and a meeting that he was invited to along the Verde River. He noted that a local Mayor said they could not keep blaming Prescott because we were doing a lot and the Mayor’s town was not doing anything.

- ECONOMIC DEVELOPMENT

He said a lot of the information was provided and reviewed by the Chamber of Commerce and the economic development staff at the City of Prescott.

- COMMUNITY QUALITY

The City chose, in 2013, to insert that element to discuss the natural environment, cultural assets, the historic downtown and those things that drew people to Prescott. He noted that Police and Fire services were also added.

- MAJOR PLAN AMENDMENTS

Once Council adopted the plan and it went to the voters for ratification, a specific process, under state statutes, needed to be followed to amend the plan.

Councilwoman Wilcox said she had changes to Section 11.3.1, fourth paragraph. She noted that the portion of the sentence saying that there were no commercial buildings of 20,000 square feet, could become obsolete in the next five years. She suggested removing that section of the sentence.

Jon Paladini, City Attorney, talked about the wording. He said to make it more accurate; staff might point out the ratification date of the General Plan.

Councilwoman Wilcox did not want to send a message to prospective industrial users that there were too many limitations and the City could not try to accommodate them.

Mayor Pro Tem Kuknyo said that the shifting demographic in Prescott was tied to economic development, because it was difficult for working people to make a good living.

Councilwoman Wilcox asked about page 89, Goal 2, she suggested the addition to strategy 2.8, “promote and enhance Prescott’s recreational opportunities”.

Councilman Lamerson agreed.

Councilman Arnold said page 86, Strategy 2.3, should be changed to, “pursue instead of promote”.

Councilman Arnold said staff should incorporate the fact that education was a business that the City wanted to retain and expand upon. He said it was a major job creator and provided benefits to the region. He noted that Yavapai College's 10 year Master Plan was moving quite a bit of their future to Prescott Valley.

Mr. McConnell said Embry-Riddle had a tremendous impact that the City did not even think about.

Councilman Arnold said staff should look at the definition of Wildland/Urban Interface. He said a more broadly accepted definition would be" the transition zone between unoccupied land and human development". He noted that a majority of Prescott was a Wildland/Urban Interface.

Councilwoman Wilcox asked if one of the maps at the end of the General Plan could show the annexation boundaries that were agreed upon by Prescott Valley, Chino Valley and the City of Prescott. Mr. Worley said the maps would reflect that.

Mr. Paladini said the agreement between the municipalities was not enforceable since annexation was a legislative act. He said if one municipality decided to violate the agreement, there was no way to force them to comply.

Mr. Worley said that the Town of Prescott Valley did include the boundaries.

II. ADJOURNMENT

There being no further business to be discussed, the Special Workshop Meeting of March 24, 2015, adjourned at 10:17 A.M.

____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

____
DANA R. DeLONG, City Clerk

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, MARCH 24, 2015
PRESCOTT, ARIZONA

MINUTES OF THE REGULAR VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON MARCH 24, 2015, in the COUNCIL CHAMBERS located at CITY HALL, 201 SOUTH CORTEZ STREET, Prescott, Arizona.

◆ **CALL TO ORDER**

Mayor Kuykendall called the meeting to order at 3:00 P.M.

◆ **INTRODUCTIONS**

No introductions were given.

◆ **INVOCATION**

No invocation was given.

◆ **PLEDGE OF ALLEGIANCE** by Mayor Pro Tem Kuknyo

◆ **ROLL CALL:**

Present:	Absent:
Mayor Kuykendall	None
Mayor Pro Tem Kuknyo	
Councilman Arnold	
Councilman Blair	
Councilman Lamerson	
Councilman Lazzell	
Councilwoman Wilcox	

◆ **ANNOUNCEMENTS**

◆ **PROCLAMATION**

A. Proclaiming April 7, 2015, as Mayors Day of Recognition for National Service

Mayor Kuykendall read the proclamation and presented it to Lloyd Weathers.

I. CONSENT AGENDA

A. Approval of minutes for City Council meeting held on February 24, 2015, and March 3, 2015

B. Approval of FP15-0002, Final Plat of Granite Dells Estates Phase ID, a 12 lot residential subdivision with private streets. [Zoning: Rural Estate 2 (RE-2) (PD); Property Owner: Granite Dells Estate Properties, Inc.]

Councilman Arnold requested Item B be voted on separately, as he had a potential conflict of interest.

MAYOR PRO TEM KUKNYO MOVED TO APPROVE ITEM I.B. ON THE CONSENT AGENDA; SECONDED BY COUNCILMAN LAZZELL; PASSED 6-0, Councilman Arnold declared a conflict of interest.

C. Approval of RE15-002, revision of Plat of the Preserve at Prescott Phase 2B, a 21-lot subdivision encompassing approximately 18.11 acres [Zoning: Single-family 18 (SF-18) PAD; Property Owner: Westridge Preserve, LLC]

D. Adoption of Ordinance No. 4922-1460 authorizing acceptance of water line easements from Stephen and Ruth Ann Hill, and Hassayampa Holding of Prescott, LLC

E. Adoption of Ordinance No. 4923-1461 authorizing acceptance of a water line easement from TLJC, P.C., an Arizona corporation

F. Calendar Year 2014 Annual Water Withdrawal and Use Reports

G. Approval of payment to Daniel Lauber in the amount of $8,724.90 for consulting services re Land Development Code amendments pertaining to community residences

H. Adoption of Ordinance No. 4924-1462 re Prescott City Code Title VII (Health and Sanitation), amending and repealing sections of Chapter 7-5 (Property Maintenance) to allow Code Enforcement Officers to issue citations into City Court

Councilman Lazzell requested Item H be removed from the Consent Agenda.

Regarding Item H, Councilman Lazzell asked if there was an appeal process and how it worked. Deputy Chief Reinhardt said the current process was that once the appeal went to a hearing officer, the Community Development Director would hear the appeal. He noted that the current process allowed for a 30 day timeline for the owner to get the action resolved. He said some things needed to be taken care of quicker than 30 days, like plumbing or sewer.

COUNCILMAN ARNOLD MOVED TO APPROVE CONSENT AGENDA ITEM H; SECONDED BY COUNCILMAN LAZZELL; PASSED UNANIMOUSLY.

I. Adoption of Resolution No. 4283-1492 endorsing the Granite Mountain Hotshots Memorial Partnership as the designated organization to select and commission a permanent Granite Mountain Hotshots Memorial at a prominent location within the City

J. Approval of one-year extensions to each of (1) City Contract No. 2013-142A2 with Bennett Oil, and (2) City Contract No. 2013-143A2 with SC Fuels, for gasoline and diesel dispensed at off-site fueling stations

K. Approval to submit a grant application to the US Department of Justice Assistance (USBJA). Requesting funding in the amount of $250,000.00 to plan and implement a justice and mental health collaboration program in association with West Yavapai Guidance Clinic

COUNCILMAN BLAIR MOVED TO APPROVE CONSENT AGENDA ITEMS I.A. - I.K., EXCEPT ITEMS IB AND IH; SECONDED BY COUNCILMAN LAMERSON; PASSED UNANIMOUSLY.

II. REGULAR AGENDA

A. Public hearing and consideration of a liquor license application for a person to person transfer of a Series 6, All Spirituous Liquor and Bar License from Jennifer McCormack, applicant for JJ's, located at 444 West Goodwin Street

Dana DeLong, City Clerk, presented. The application was properly posted for the State-mandated 20-day period. No petitions or protests were received during that period. The application cleared Planning and Zoning and the City of Prescott Police Department.

MAYOR PRO TEM KUKNYO MOVED TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN LAZZELL; PASSED UNANIMOUSLY.

COUNCILMAN LAZZELL MOVED TO APPROVE LIQUOR LICENSE APPLICATION NO. 06130061, FOR A SERIES 6, ALL SPIRITUOUS LIQUOR AND BAR LICENSE FOR JJ'S, LOCATED AT 444 WEST GOODWIN; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

B. Public hearing and consideration of a Series 15 Special Event liquor license for a Whiskey Off Road event, located at 217 North Cortez Street, applicant Steven Randolph Gottlieb, Fraternal Order of Eagles #3600

Dana DeLong, City Clerk, presented. The application was properly posted for the State-mandated 20-day period. No petitions or protests were received during that period. The application cleared Planning and Zoning and the City of Prescott Police Department.

MAYOR PRO TEM KUKNYO MOVED TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN LAMERSON; PASSED UNANIMOUSLY.

COUNCILMAN LAMERSON MOVED TO APPROVE SPECIAL EVENT LIQUOR LICENSE NO. 15-0001S FOR THE WHISKEY OFF ROAD SPECIAL EVENT, LOCATED AT 217 NORTH CORTEZ STREET ON APRIL 24, 25, AND 26, 2015; SECONDED BY COUNCILMAN LAZZELL; PASSED UNANIMOUSLY

Mayor Kuykendall asked if the special events could be placed on the consent agenda. Jon Paladini, City Attorney, said special events could be on the regular consent agenda or a separate liquor license consent agenda.

C. Public hearing and consideration of ten (10) Series 16W Fair/Festival Liquor License applications for the Mountain Artist Guild – Arts and Crafts Show and Wine Festival, located at the 100 block of North Cortez

Dana DeLong, City Clerk, presented. She noted that several applicants had applied for a Series 16W Fair/Festival Liquor License to be held on May 9th and 10th, 2015. The Community Development Department found the application to be in compliance and the Special Event Committee approved the application with the issuance of a permit pending. The fees had been paid and no public comments had been made.

Kelly Cassidy from the Mountain Artists Guild said it would be the 29th Annual Fine Art and Wine Festival.

MAYOR PRO TEM KUKNYO MOVED TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

MAYOR PRO TEM KUKNYO MOVED TO APPROVE A WINE FAIR/FESTIVAL LIQUOR LICENSE FOR THE MOUNTAIN ARTIST GUILD – ARTS AND CRAFTS SHOW AND WINE FESTIVAL, LOCATED AT THE 100 BLOCK OF NORTH CORTEZ STREET, ON MAY 9, AND 10, 2015, FOR THE FOLLOWING APPLICANTS; BRIAN PREDMORE; DUBRAUKA G. WAHL; ERIC GLOMSKI; SAMUAL PILLSBURY; ARLENE DOMANICO; JAMES HILL GRAHAM; JOHN MCLOUGHLIN; CHARLENE MANNING; CORY WHALIN; AND JUSTIN LAWRENCE ORE; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

D. Public Hearing for Community Development Block Grant (CDBG) 2015-2019 Consolidated Plan

Tom Guice, Community Development Director, presented. He noted that the City, as an Entitlement Community was required to adopt a 5-Year Consolidated Plan. He said this was the third plan the City would have adopted. Mr. Guice introduced Martina Kuehl who updated the plan, Tracy McConnell, Citizens Advisory Committee member and Vice Chair of the Community Development Block Grant (CDBG) Citizen Advisory Committee, Michael Sarti.

Ms Kuehl showed a PowerPoint presentation, which included:

- 5-YEAR CONSOLIDATED PLAN

She noted that the City of Prescott should plan on about $1 million over the next five years. She noted that four assessments would be done: Community Development, Public/Human Services, Housing and Homelessness. She noted that whatever went in the five-year plan drove the funding. It was important to capture as much as possible in the plan

- GEOGRAPHIC PRIORITY AREAS & DIRECT BENEFIT

Councilman Blair asked what a low to moderate income neighborhood was.

Ms. Kuehl said that by national definition, it was a neighborhood where at least 51 percent of the households had incomes below 80 percent of the area medium income, which was $28,000.00 per year for a family of three. She said because the City of Prescott's income was higher than Yavapai County's income, they made an exception and said that 46.2 percent of the households had to have that income for the area to qualify.

She noted that in prior years, only the Dexter neighborhood qualified. With the new exception, parts of the Westside and Gail Gardner neighborhoods qualified.

Councilman Lamerson asked about the prevailing wage scale and medium income. Ms. Kuehl said income could be from all sources.

She noted that there were two ways to invest CDBG funds were for neighborhood benefit and direct benefit. The direct benefit would be for a low to moderated person or activity, like providing a home to someone with disabilities.

Mayor Pro Tem Kuknyo asked if operation and maintenance of a homeless shelter would be included in that. Ms. Kuehl responded that it would be a public service and would qualify.

- PRELIMINARY RECOMMENDATIONS

Ms Kuehl noted that the public surveys showed homelessness was a first priority and seniors were the second priority, when looking beyond low to moderate income categories.

She noted that there were two choices in the consolidated plan. Items could be designated as a high or low priority. In order for an activity to be funded in the next five years using CDBG funds, it would have to be in the plan, with a high or low priority.

From the data analysis, conversations with the Citizens Advisory Committee or the surveys, five high priority activities were noted: infrastructure, public facilities to benefit low and middle income (LMI) people of neighborhoods, public facilities or infrastructure to support development of housing affordable to LMI households and housing rehabilitation.

The low priority activity noted was direct assistance to first time homebuyers.

The Citizens Advisory Committee suggested adding beds for homeless individuals and families and the addition of supportive housing for homeless and people with special needs.

- NEXT STEPS

Ms. Kuehl said the due date for the Plan was May 15, 2015 with public meetings April 15th at 1:30 and the Council meeting May 5th at 3:00 and a request for approval on May 12th.

No action taken

E. Public Hearing for Community Development Block Grant (CDBG) Program Year 2015 Annual Plan

Tom Guice, Community Development Director, presented. He noted that the Citizens Advisory Committee had been very busy with the Consolidated Plan and the Annual Plan. He noted that 20 organizations attended a workshop on March 4, 2015 to hear presentations from the non-profit organizations who submitted applications for 2015.

Mr. Guice noted that $234,142.00 was available, awaiting final notification from HUD. He said that of the money available, $152,192.00 could be used for bricks and mortar construction projects. An additional $35,000.00 could be used for public service activities.

Mayor Kuykendall asked for public comment and no one came forward.

Councilman Lamerson said his preference was on the bricks and mortar projects.

No action taken

F. Award of City Contract No. 2015-135 for the Susan J. Rheem Adult Day Care Center Exterior Grounds Improvements Project to Custom Castle Building, LLC, in the amount of $51,363.00 to include Alternates 1 and 2 (CDBG Funding)

Tom Guice, Community Development Director, presented. He noted that the project was bid in 2014, but the results exceeded the available budget. The monies were carried over in additional funding for a new total of $70,000.00.

MAYOR PRO TEM KUKNYO MOVED TO AWARD CITY CONTRACT NO. 2015-135 FOR THE SUSAN J. RHEEM ADULT DAY CARE CENTER EXTERIOR GROUNDS IMPROVEMENT PROJECT TO CUSTOM CASTLE BUILDERS, LLC, IN THE AMOUNT OF $51,363.00, TO INCLUDE ALTERNATES 1 AND 2; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

G. Adoption of Ordinance No. 4925-1463 authorizing amendments to the Community Residence regulations of the Land Development Code

Dana DeLong, City Clerk, read, Ordinance No. 4925-1463 an ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending Title X, Land Development Code, of the Prescott City Code by providing for changes to Table 2.3, Sections 2.4.7 through 2.4.53, Table 6.2.3, Section 11.1.3, and Table 11.2.5; providing a process establishing defenses for legal non-conforming uses; establishing penalties; providing for severability; and declaring an emergency.

Jon Paladini, City Attorney, presented. He said the City of Prescott took the first step to revise the Land Development Code in September 2013, to address issues of community residence or group homes in the City. He noted that Council would deal with some refinements to the 2013 changes. The direction looked at the Fair Housing Act case law. It dealt with group homes for people with disabilities, along with HUD settlements. He said it dealt with the different types of group homes and the case law was very fact specific. It required cities and counties to narrowly tailor the zoning provisions to achieve identified legitimate government purposes in the least drastic manner.

Mr. Paladini noted that the City engaged Daniel Lauber, who was an expert in group home law. He did a study that formed the basis for the proposed changes. The study dealt with the core nature of community residences for people with disabilities and why they were regarded as residential uses. The study recognized that there were different types of functions for community residences. Mr. Lauber did an analysis of the clustering problem in the City of Prescott. He noted that HUD was doing an investigation of Prescott based on the current code. He said the Fair Housing Act was very specific and allowed the City to apply solid zoning principles.

Mr. Paladini said the new ordinance redefined the definition of disability with one that was more commonly accepted under the Fair Housing Act. Under the new definition of family, any community residence that fit within the cap of four unrelated people would be treated as any other single family residence. Requirements would change when more than four unrelated people lived together. Family and transitional community residences were the breakdown. The family was a group of 5 to 12 people with disabilities that were permitted in all residential districts, with some spacing requirements. Staff recommended the reduction from 1,200 to 800 linear feet. He said the 1,200 was front door to front door as the person walked. The 800 foot was property line to property line. There would also be a licensing requirement, based on building codes.

Mr. Paladini said the transitional residence had the 5 to 12 person limit. Because the person lived there for a set amount of time, usually within a year, the transitional use would be allowed in multi-family residential zones. He noted that there were certain state laws for group homes for the developmentally disabled; the state mandated a 1,200 foot buffer between the licensed group homes.

He noted that off-street parking requirements were also dealt with for community residences. He said it was a positive change and strengthened the zoning code. HUD said the ordinance would push the envelope but it would be consistent with the Fair Housing Act. They said it also may be a model for other cities.

Councilwoman Wilcox thought the study done by Mr. Lauber was well written and easy to understand. She asked if he wrote the amendments. Mr. Paladini said staff worked with Mr. Lauber to come up with the specific changes.

Councilwoman Wilcox said the study mentioned that half-way houses, where individuals may be a danger to themselves, others or to property, were not subject to the Fair Housing Act and could be treated differently. She asked if Prescott had those types of halfway houses. Mr. Paladini responded said that Mr. Lauber and HUD both confirmed that there were five re-entry houses in the county. Two were in the City of Prescott. There were probation houses that were very strict. There were also Department of Corrections parole houses that fell out of the Fair Housing Act Protection.

Councilwoman Wilcox asked how the City dealt with those in the Zoning Code. Mr. Paladini said he thought they were listed as half-way houses. George Worley said the City tried to allow them in locations with large lot residential or commercial multi-family areas.

Mayor Pro Tem Kuknyo thought they needed to continue on this path. He talked about the legislature. He said the City needed to change the existing law.

Councilman Lamerson said he found the report interesting. He said the issue needed to be pursued and refined.

Mr. Paladini said it was important to note that the primary fair housing requirement was integration for group homes for persons with disabilities.

Councilman Lazzell asked if this would alleviate the tension between the City and HUD. Mr. Paladini said it would stop the current investigation. He said the initial response from HUD was consistent with the Fair Housing Act.

Councilman Arnold said this was an ever-evolving industry. He thought the Ordinance may be changed the following year. He suggested setting aside funds to utilize the services to make sure the City was staying current and legal.

Mayor Pro Tem Kuknyo said the HUD investigators had not looked at the map of treatment homes. When they did look at it, they said that HUD would not support the clustering.

Sandra Smith, citizen, said she did not hear any regulations to deal with the people when they fell off the wagon. Mr. Paladini said that was a Land Use Code amendment. The City's ability to regulate the operations is very limited. He noted that some were licensed and the licensing regulated the operation.

Alison Zelms, Deputy City Manager, said approximately 90 facilities are affiliated or owned by the same operator of the licensed outpatient treatment center. Mr. Paladini said the residential component was not licensed, for the most part, and was not regulated.

Councilman Lamerson said the City had the authority on other issues, such as enforcement of illegal activity. He said the City's job was to go after the predators.

Mayor Pro Tem Kuknyo said the City was pushing for an exit policy. He said that all the City could control was its ordinances and enforcement.

Don Biele, citizen, addressed Council. He said he was not opposed to group homes or rehab centers. He thought they were better suited to a business district rather than a residential zone. They should be better regulated by the City and the state because they were businesses. They should pay sales tax and play by the rules.

Mr. Biele said he had concerns about the proposed buffer zone within a business district. He had not heard of two businesses not being allowed to be in business next to each other. Under what was proposed in the ordinance, he had two business facilities that would be ineligible for similar group home use. It seemed that the group of clustering could serve a good purpose in a business district.

Mr. Worley said some of the answer, in relation to the location, was specifically based on HUD definitions. He said the distance separation was different than other uses, which was a common practice in order to keep the service district concept from occurring.

Councilman Lazzell asked if there was a process to go to the Board of Adjustment for a variance. Mr. Worley said there were two processes. One was if a transitional community residence wanted to locate in a single family district, it had to go to the Board of Adjustment for a conditional use permit. He said there was also the reasonable accommodation process. If someone needed something greater than what was allowed, they had the option to apply for that and go through the review process.

Councilman Arnold said another key point was that there was commercial and residential blended zoning.

Mayor Kuykendall asked if all current businesses would be grandfathered. Mr. Paladini said that the Land Development Code changes were going forward only. However, the provisions that talked about building codes and the impact on the number of people in the structure may have impact in terms of reducing numbers.

COUNCILMAN LAZZELL MOVED TO ADOPT ORDINANCE NO. 4925-1463 WITH THE AMENDMENTS TO SECTION 4 AS READ INTO THE RECORD, WITH AN EMERGENCY CLAUSE; SECONDED BY COUNCILMAN ARNOLD; PASSED UNANIMOUSLY.

Mayor Pro Tem Kuknyo thanked Representative Noel Campbell for his help on the issue of group homes.

Alison Zelms, Deputy City Manager, said Representative Campbell would be requesting a House and Senate sponsored official ad hoc committee to discuss the issue and move it forward for the next session.

H. Approval of a professional services agreement with Waterworks Engineering to provide design and post-design engineering services for the Zone Interconnect Booster Pump Station and Check Valve Project in an amount not to exceed $179,260.00 (City Contract No. 2015-110)

Steve Orosz, Program Development Manager, presented. The interconnect pump station was near the intersection of Pioneer Parkway and Willow Creek Road and would allow water that was developed near the airport to be incorporated into the City’s overall water system. The check valve installation was a key element in the transmission main part of the City’s water system between the Chino Wells and the City system. The two Capital Improvement Projects were combined into one to save money.

Councilman Blair asked if the scope of the work involved handling the water from the Big Chino Water Ranch. Joel Berman, Utilities Manager, said the projects would not affect one another. Craig McConnell, City Manager, said they would work in concert, in the future, if the Big Chino water came on line.

COUNCILMAN LAMERSON MOVED TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WATERWORKS ENGINEERING FOR THE ZONE 12 INTERCONNECT BOOSTER PUMP STATION AND CHECK VALVE PROJECT IN AN AMOUNT NOT TO EXCEED $179,260.00 (CITY CONTRACT NO. 2015-110); SECONDED BY COUNCILMAN LAZZELL; PASSED UNANIMOUSLY.

I. Award of City Contract No. 2015-133 for the Lincoln Street Water and Sewer Improvements Project to Fann Contracting, Inc., in an amount not to exceed $2,169,427.00, to include the bid alternate

Councilman Arnold declared a conflict of interest and departed at 4:32 p.m.

Steve Orosz, Program Development Manager, presented. This was part of an ongoing project to replace sewer mains in order to maintain the utility system. This was Part 2 of a 3 part project in the Dexter neighborhood to upgrade the water and sewer services in the area.

There was a discussion about the low water crossing at Lincoln Street and the use of CDBG money to repave the road and sidewalk connectivity.

Councilman Lamerson said it was incumbent that staff looked at all potential opportunities to bring federal dollars back to Prescott to advance projects for public health and safety.

COUNCILMAN BLAIR MOVED TO AWARD CITY CONTRACT NO. 2015-133 FOR THE LINCOLN STREET WATER AND SEWER IMPROVEMENT PROJECT TO FANN CONTRACTING, INC., IN AN AMOUNT NOT TO EXCEED $2,169,427.00, TO INCLUDE THE BID ALTERNATE; SECONDED BY COUNCILMAN LAMERSON; PASSED 6-0, Councilman Arnold declaring a conflict of interest.

Councilman Arnold returned at 4:39 P.M.

J. Adoption of Resolution No. 4282-1491 authorizing the cooperative procurement with Central Yavapai Fire District of a Rosenbauer Brand, Regional Use, Hazardous Material Response Vehicle and purchase and installation of electronics and ancillary equipment at a total cost to the City of $273,786.03 (General Fund)

Corey Moser, Battalion Chief, presented. He said the item was a request for procurement with Central Yavapai Fire District of a replacement Rosenbauer brand regional use, hazardous response vehicle. The current vehicle was a converted 1988 Mac Tool truck, with 270,000 miles. The operation use was limited. He asked Council to award the bid to Western States Fire Equipment in accordance with intergovernmental agreements and resolutions of record, by both the Central Yavapai Fire District board and the City of Prescott Council. In addition, he requested to complete a shared cost to outfit the vehicle with necessary electronics and ancillary equipment for a total of $42,000.00. He said the cost to the City for the joint purchase was half of the vehicle at $136,893.02.

Councilman Lazzell asked about the use of the truck. Battalion Chief Moser said it went out on calls, was used for monthly trainings, and SWAT used it when there was a known meth lab.

Mayor Kuykendall asked if Chino Valley was also allowed to be a partner in the agreement. Chief Moser said they responded regionally through requests from the county. The vehicle had responded as far as Bagdad and Wilhoit.

COUNCILMAN ARNOLD MOVED TO ADOPT RESOLUTION NO. 4282-1491; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

K. Consideration of the Public Safety Personnel Retirement System (PSRS) employer rate for Fiscal Year 2016

Mark Woodfill, Finance Director, presented. He said during the legislative session of 2011 SB1609 made some changes to pension plans. Part of the changes related to the permanent benefit increase for part of a law suit filed, called the Fields case. There was a finding in that case last summer and certain parts of it were overturned. With that change, back to the way it was prior to the bill, the City's actuarially accrued liability increased significantly. He said there was a 38 percent increase in the unfunded portion of the fire retirement and the police department had a 36 percent increase. He noted that the annual rates were increased to amortize the large liability over a 22 year period.

Mr. Woodfill said the state appropriated $5 million (one million each year for the next five years); to help offset some of the line of duty deaths in the City of Prescott's fire pension. He noted that it had not been considered in the initial actuarial report. He said the state recalculated the actuarial numbers. If Council decided to go with the three-year phase-in as opposed to the actuarial rate, there was a difference of $721,000.00 in the next fiscal year. He noted that it would take a reduction in service levels to pay the system.

PSPRS said they would allow the City to wait until they were further in the budget cycle so they could have actual numbers to work with. The decision would have to be made in May 2015.

Craig McConnell, City Manager, said staff recommended that the Council take no action that day. He asked that the departmental budgets be submitted to determine where the City stood financially and what the impacts would be for the two alternatives. He noted that there was an article in the Republic regarding what other cities in the state were choosing to do.

Councilman Arnold said the revised recommendation was the way to go. He asked if there was current legislation moving forward. Alison Zelms, Deputy City Manager, said there was no active legislation, but there were committees that had made recommendations. She said the League of Arizona Cities and Towns convened a committee in conjunction with the Arizona Government Finance Officers Association. They were getting ready to finalize some recommendations on changes that would not be a constitutional issue and may not go to a vote of the public. She said there was also a senate sponsored committee with senate and house representation. Karen Fann was the house representative on the committee. She said they had been meeting for several months. Representative Fann did not feel the issue was ready to move forward and there needed to be some compromise.

Mr. Woodfill said that pension reform was important and it would happen in PSPRS. He said it was a long term problem for the state and the City would see something in the next few years. He advised not rushing into anything. The fact was that there was a $71 million liability.

Mayor Pro Tem Kuknyo asked if there would be additional liability for the City in the next three years in addition to the phase in amount. Mr. Woodfill said actuarials had a lot of assumptions. He said it was affected by earnings in the market, the number of retirees, and the number of police or firemen hired and laid off.

There was no action taken on this item.

L. Adoption of Ordinance No. 4927-1465 calling a special election to be held August 25, 2015, to vote on a transaction privilege tax dedicated to streets and roads

Craig McConnell, City Manager, presented. He noted that there would be a decrease of one quarter of one percent, effective January 1, 2016, with a duration of 20 years. With the decrease, the revenue source would cease to be a funding source for open space acquisition. If the funding for streets was not sufficient, it would lead to a scarcity of funds to maintain pavement. The pavement would deteriorate and the backlog of deferred rehabilitation and major maintenance would increase. He said there was Council interest in the discussion for repealing the three fourths of one percent tax and restoring it with a one percent tax, effective January 1, 2016, which was the ordinance presented. The ordinance would repeal the .75 percent tax and replace it with a 1 percent tax for the duration of 20 years. From the public's standpoint on January 1, 2016, there would be no change in the sales tax, it would be 1 percent.

Councilwoman Wilcox proposed an alternate ordinance. She showed it as an overhead and said that she had passed it out to Council, the City Manager and City Attorney prior to the meeting.

She noted that the City of Prescott would ask the voters to approve a 1 percent tax for streets, repealing a three quarter cent, as proposed in the packet and the City would ask them to approve a one quarter percent sales tax dedicated to open space. She said it would be asking the citizens to approve a 1.25 percent sales tax. It would be split so 1 percent would be for roads and one quarter of a percent would be dedicated to open space, which was defined as acquisition, maintenance, improvement and restoration of open space, natural areas and trail ways, all in and around the City of Prescott. By including “natural areas”, there would be a source of revenue to clean up the lakes and waterways.

Councilwoman Wilcox said the rationale for asking the voters to approve a 1.25 percent tax was that the City would present them with one question, rather than the choice of two. She thought the ballot item would have a better chance of passing if the two items were combined. She noted that it might create a revenue source against which, the City might be able to bond if there was a significant acquisition or an expensive project. It was important for the future of Prescott. The tourist came here largely for the outdoor opportunities.

Councilman Lamerson said he saw open space, roads, and public safety as three separate issues. He did not want to run the risk of losing the streets tax.

Councilman Blair asked if the three quarter cent tax would continue if the ballot questions failed. Jon Paladini, City Attorney, said yes.

Councilman Blair suggested a one percent tax for streets only, a quarter of one percent for open space and a quarter of one percent dedicated to public safety.

Councilman Lazzell said that open space was a huge concern. He said that in the next year, the citizens would probably see the property tax go up for jails and Yavapai College. He thought the issues should be put on the ballot independent of each other.

Councilman Arnold asked for an explanation of the voter led initiative process. Mr. Paladini, City Attorney, responded that it required signatures equal to 15 percent of the voters who voted in the last City election where a council person was elected. He said it would have been the November 2013 election. Dana DeLong said the number would be 1,865 and the deadline to put an initiative on the primary election ballot would be April 23, 2015 and the deadline for the general election was July 2, 2015.

Mr. Paladini said there was a requirement regarding placing an initiative on the next scheduled election. He noted that if there were no run off after the August election, it did not mean that the Council would be required to put an initiative item on a November ballot. He said that, in theory, the initiative could wait two years. He was unsure in the November election would be considered a scheduled election if there was no runoff.

Mayor Pro Tem Kuknyo said the hard financial challenges the City faced were very real. He noted that Prescott had the lowest sales tax in the area, which made Prescott competitive. He would like to see the one percent street tax continue and he would like to see a citizens' initiative brought up for open space. He wanted to see a permanent fix for public safety.

Councilman Blair asked if Council could put the open space question on the ballot. He said that he did not know why the public had to do it. Mr. Paladini suggested that if he wanted to do three separate ballot items with three separate dedicated tax questions, staff would have to do three separate ordinances. He said it could not be done that day because it was not on the agenda.

Councilwoman Wilcox said they needed to give people credit for being intelligent enough to understand the realities the City was facing with revenue sources. By asking them to pay a little bit more in sales tax, the City could receive more relief in the General Fund to fund the other obligations that needed to be met, particularly in public safety.

There was a discussion about the ballot issues.

Mayor Kuykendall said every issue should stand on its own.

Craig McConnell, City Manager, said the only purpose of providing the 1.25 percent for comparison related to the estimated backlog of needs. At .75 percent funding for streets, the roads and unfunded backlog of rehabilitation increased, at 1.00, it modestly increased and at 1.25 it would decrease.

Daniel Matteson, citizen, agreed that they should put them up as separate items. He did not think the last minute change of the potential ballot item by Councilwoman Wilcox conformed to the open meeting law. Mr. Paladini responded that the open meeting law allowed for reasonable expansion of discussion on an agenda item. He noted that Councilwoman Wilcox's amendment did not violate open meeting law.

Mayor Kuykendall said he accepted it as being a discussion point.

Cecilia Jurnigan, resident, addressed the Council and talked about tourism and recreation and said they were tied together. She said the City needed to have a vision. She gave Tempe as an example. She said tourism and recreation was the economic engine that drove the community and the 1.25 percent tax made sense to maintain the beauty the City had.

Mayor Kuykendall said he appreciated her supporting tourism. He thought they should acknowledge that the Recreation Services Director acquired miles of trails without extra money. He thought sometimes vision did not require dollars. The industry that supported tourism had been looking at a program to approve an increase in the bed tax.

Peter Pierson, resident, addressed the Council. He said to look beyond tourism. He asked what the City could do to keep a more dynamic progressive, forward looking group of people in Prescott. The quality of place kept people in a town. He said there was an opportunity to put all of the assets together; art, education, recreation. It was no coincidence that most non-profits in the community, devoted to environmental issues, were heavily represented by the real estate community. He said there was value in open space and streets and roads and they should be together on the ballot.

Thomas Slayback, resident, talked about the ballot in 2000, and said the open space portion was specifically put on the ballot to make sure the road tax passed. Under the conditions of putting 1 percent for roads-only on the ballot, he would vote no. He might be persuaded to vote yes if the open space and road issues were combined, but the money for open space was clearly for open space. He asked that the City stop accepting new roads because they required maintenance.

Barbara Jacobson, resident, said people were afraid of big numbers. She said open space needed to have something done about it. It had fallen through the cracks. She said it was the job of the Council to get open space on the ballot. She noted that she still wanted the additional 70 cents on the water bill defined.

Mayor Pro Tem Kuknyo talked about the “lack of vision”. He noted that the City purchased the lakes and was almost done with the Circle Trail around the entire City, 25 percent of development had to be open space, and the trails were fantastic. He talked about Joe Baynes, Recreation Services Director, using easements and license agreements to get access to land, rather than buying large chunks of land.

Lindsey Bell, resident, addressed the Council. She said there was a strategy to pass ballot measures. She noted that before 1995, the City had tried twice, unsuccessfully, to get a sales tax passed for street maintenance, reconstruction and construction. Part of the key to being successful was to capture the people in the community to know what they wanted to pay taxes on. She noted that there was an opportunity to refer a proposition to the ballot that would restore the .25 cents to open space and add the clarity of what was exclusively reserved for open space and what was exclusively reserved for streets. She thought if there was only a 1 percent tax for streets the perception from the community would be that the Council was not being responsive to the voters who voted in 2000. She thought it was possible to pass a 1 percent tax with .25 for open space and it would also be possible to pass the 1.25 tax with more education to the public. She noted that generally, when there were multiply tax issues on the ballot, they would all be voted down.

JD Greenberg, resident, addressed the Council. She reminded the Council that half of million dollars that was going to purchase land at the Goldwater Lake, came from Open

Space funds. She also noted that $250,000.00 used to purchase trail easements came from Open Space Funds. She asked Council to give Councilwoman Wilcox's amendment serious consideration.

Wendy Ratner, resident, asked what the total budget for the City of Prescott was for the last budget. Mark Woodfill, Finance Director responded that it was about $172 million. She thanked Council for the work they had done with open space and said that they needed to keep the ball rolling. She said the people in her neighborhood said they would pay a quarter of one percent towards open space if they knew that was where the money would actually go.

COUNCILMAN BLAIR MOVED TO PLACE ALL THREE OPTIONS SEPARATE ON THE BALLOT AND LET THE PUBLIC MAKE THE CHOICE, ONE CENT TO DEDICATED ROADS, A QUARTER DEDICATED TO OPEN SPACE AND A QUARTER FOR PUBLIC SAFETY;

Motion died for lack of a second.

Mr. Paladini noted that the agenda item was for the ordinance as advertised and the version of the ordinance as amended by Councilwoman Wilcox. He noted that the Council had until April 14, 2015 to put items on the ballot. If there was a desire to put three separate ballot items on the ballot, the Council had the option of putting one on that day and the other two on April 14^{th}.

COUNCILWOMAN MOVED TO ADOPT ORDINANCE NO. 4927-1465 AS AMENDED WITH THE UNDERLINED LANGUAGE SHE HANDED TO THE CLERK AND HAD BEEN DISTRIBUTED TO THE COUNCIL;

Motion died for lack of second.

COUNCILMAN ARNOLD MOVED TO TABLE CONSIDERATION OF ORDINANCE NO. 4927-1465 UNTIL APRIL 14^{TH}; SECONDED BY MAYOR PRO TEM KUKNYO;

Councilman Lamerson said the City was facing some significant financial consequences and they did not know what the numbers would be. He said he wanted to see three separate motions.

Councilman Blair said Council knew that they needed one percent for roads and suggested passing it that day and defer the other two actions until April 14^{th}.

MOTION TO TABLE CONSIDERATION OF ORDINANCE NO. 4927-1465 UNTIL APRIL 14, 2015, PASSED 4-3, Mayor Kuykendall, Councilman Lamerson and Councilman Blair dissenting.

M. Legislative Update

Alison Zelms, Deputy City Manager, presented. She noted that approximately 30 bills passed that day and 123 bills passed in total, with 60 of them signed.

HB 2008 – Striker on fireworks, saw the Rules and Caucus that day and had a chance of moving forward.

SB 1079 – Solid waste collection and multi-family housing passed the House the previous day and would move to the governor. The bill would require cities and towns to categorize multi-family housing units of four or more as commercial. That would allow commercial operators to bid on those accounts. She noted that it was about 18 percent of the City's residential accounts.

HB 2003 – Fire access roads was a fix bill that she had been working with the League of Cities on. The bill would not impact the City's ability to have programs that required fire access roads for public safety.

HB 2563 – Health facility substance abuse recovery died procedurally. Representative Campbell reached out to get an ad hoc committee. She recognized the hard work from Representative Campbell, staff and Council members, various cities and the League of Arizona Cities and Towns.

No action taken.

III. ADJOURNMENT

There being no further business to be discussed, the Regular Voting Meeting of March 24, 2015, adjourned at 6:10 P.M.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Voting Meeting of the City Council of the City of Prescott, Arizona held on the 24th day of March, 2015. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of ___________________, 2015.

AFFIX
CITY SEAL

____
DANA R. DeLONG, City Clerk

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: Police

AGENDA ITEM: Purchase of six (6) ea. portable data collecting computers and equipment from PCS Mobile using National Intergovernmental Purchasing Alliance pricing (Contract No. NIPA CNR-0450-V37t-120471) in the total amount of $20,510.66

Approved By:		Date:
IT Director:	Keegan, Nate	04/20/2015
Police Chief:	Monahan, Jerald	04/20/2015
City Manager:	McConnell, Craig	04/21/2015

Item Summary

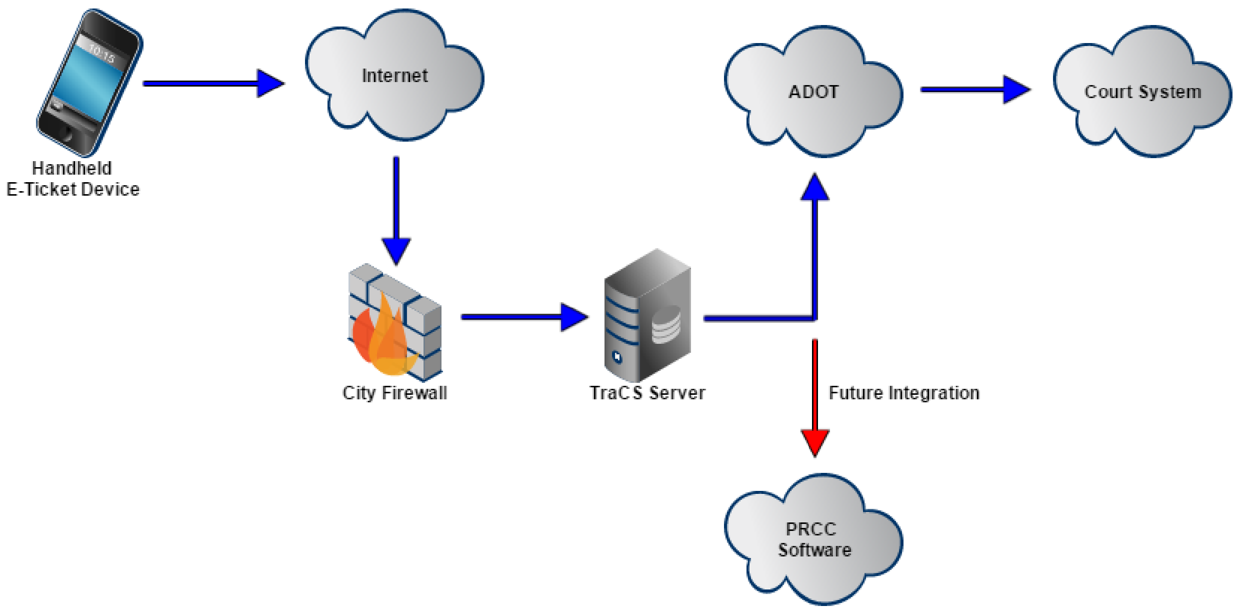
The Prescott Police Department is requesting to purchase six (6) ea. portable data collecting computers and equipment to be utilized by the Traffic Safety Section. These systems will replace the current electronic ticket writers being used, and function as Mobile Data Computers (MDCs), enabling access to the TraCS system.

Background

The Prescott Police Department is moving forward to implement a previously approved IGA with ADOT, which provided funds to develop an interface which is compatible with the TraCS system. This system enables for the automatic collection and electronic transfer of information for accidents, tickets and other data. To continue development of the program, the Police Department is requesting to purchase six (6) ea. portable data collecting computers and equipment to be used by the Traffic Safety Section. These units will replace the electronic ticket (e-ticket) writers currently in use, and will also act as mobile data computers (MDCs). The current ticket writers, purchased about 9 years ago, have begun to malfunction.

The flow of data from an e-ticket writer device to the City Court via the TraCS software is as follows:

Agenda Item: Purchase of six (6) ea. portable data collecting computers and equipment from PCS Mobile using National Intergovernmental Purchasing Alliance pricing (Contract No. NIPA CNR-0450-V37t-120471) in the total amount of $20,510.66



Financial Impact

The total amount to purchase six computers and equipment is $20,510.66, including $1,580.66 Arizona use tax. These computers will be purchased using National Intergovernmental Purchasing Alliance Contract No. NIPA CNR-0450-V37T-120471. Funding is available in the Police Department's 3511 program and FY15 operating budget.

Attachments

1. Purchase Invoice

Recommended Action: MOVE to approve the purchase of six (6) ea. portable data collecting computers and equipment from PCS Mobile using National Intergovernmental Purchasing Alliance pricing (Contract No. NIPA CNR-0450-V37t-120471) in the total amount of $20,510.66.

Proposal: PROPOSAL-12230/1
For: Prescott Police Department

Corporate Headquarters **1200 W Mississippi Ave** **Denver, CO 80223** **Phone: 888.836.7841** **Email: sales@pcsmobile.com**	**Print Date:** *09/03/2014 04:05 PM* **Proposal Valid Date:** *3/31/2015 04:05 PM* **Inside Sales Rep:** *Emily Brittin* **Email:** *Emilyb@pcsmobile.com* **Phone:** *303-552-3976* **Fax:** *303-346-4274*
Customer: *Prescott Police Department* *222 S. Marina St* *Prescott, AZ 86303-*	**Salesperson:** *Dan Allen* **Email:** *dana@pcsmobile.com* **Proposal Created By:** *Emily Brittin*

Proposal

Customer	Requested By	F.O.B.	Terms	Contract
	Mark Parker	Origination	Net 30 Days	None

Line	Item Number	Description	Price	Quantity	Subtotal
1	FZ-M1ABBGAJM	Win8.1, Intel Celeron N2807 1.58GHz, No vPro, 7.0 WXGA 10-pt Gloved Multi Touch, 4GB, 64GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, 4G LTE Multi Carrier (EM7355), Webcam, 5MP Cam, Magstripe, Bridge Battery, 2D Bar Laser (EA30), Hand Strap, No Drive, Toughbook Preferred 3 Year Warranty	$2,128.00	6.00	$12,768.00
2	FZ-VZSU95W	Long life battery for FZ-M1	$142.00	6.00	$852.00
3	FZ-SVCTPNF3Y	Protection Plus Accidental Damage 3 Years for Toughpad	$232.00	6.00	$1,392.00
4	LB3691	PocketJet 3,6,3 & 6 Plus,RuggedJet 4030,4040 Car Adpter-Cig	$21.00	6.00	$126.00
5	PJ622-K	POCKETJET 6 Kit,200-dpi,integrated USB/IrDA-Engine	$359.00	6.00	$2,154.00
6	CF-LNDDC120	LIND 120 Watt 12-32 Volt Input Car Adapter for Tou	$122.00	6.00	$732.00
7	FZ-VSTM12U	Rotating Hand Strap for FZ-M1	$57.00	6.00	$342.00
8	LB3810	In-vehicle Mount for PJ6	$94.00	6.00	$564.00
				Total	$18,930.00

Notes
M1

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: Police

AGENDA ITEM: Adoption of Resolution No. 4290-1499 approving an Intergovernmental Agreement (IGA) with the City of Glendale to provide law enforcement and security services during National Football League (NFL) games and certain other major events (City Contract No. 2015-047)

Approved By:		**Date:**
Police Chief:	Monahan, Jerald	04/08/2015
City Manager:	McConnell, Craig	04/17/2015

Item Summary

The University of Phoenix stadium is located in the City of Glendale, which has jurisdictional authority over the public safety interests in the operation of the stadium and surrounding area. The City of Glendale needs to augment their public safety resources for the National Football League games and certain other events, and desires to enter into an Intergovernmental Agreement with the Prescott Police Department to provide additional officers.

Background

Law enforcement routinely provides mutual assistance among jurisdictions during large scale events. The NFL and certain other major events require more officers than can be provided by the City of Glendale, which is seeking other law enforcement agencies to assist them with their public safety needs. The purpose of this agreement is to provide the means by which Glendale can integrate Prescott Police Department and Glendale Police Department personnel. The document addresses command, control, personnel and planning for the events.

Financial Impact

Per the IGA, each Prescott Police Officer providing services will become a temporary employee of Glendale for the applicable event. There is no cost or liability exposure to the City of Prescott.

Agenda Item: Adoption of Resolution No. 4290-1499 approving an Intergovernmental Agreement (IGA) with the City of Glendale to provide law enforcement and security services during National Football League (NFL) games and certain other major events (City Contract No. 2015-047)

Attachments

1. Resolution No. 4290-1499
2. IGA

Recommended Action: MOVE to adopt Resolution No. 4290-1499.

RESOLUTION NO. 4290-1499

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 THE CITY OF GLENDALE.

RECITALS:

WHEREAS, the City of Prescott ("Prescott") has the authority pursuant to its Charter, A.R.S. §9-240 and §11-952 to enter into intergovernmental agreements ("IGA's") for purposes of carrying out its responsibilities and to provide for the joint exercise of any powers common to public entities; and

WHEREAS, The University of Phoenix Stadium ("Stadium") is located within the City of Glendale ("Glendale") corporate limits and Glendale has jurisdictional authority over public safety matters related to the Stadium; and

WHEREAS, the Stadium will host major events during the next three years (collectively referred to as "Mega Events"); where Glendale will have the need for qualified personnel to provide law enforcement and security services at the Stadium during Mega Events; and

WHEREAS, Prescott and Glendale desire to participate in providing law enforcement and security services for the Stadium by making available Prescott Police Department ("PPD") officers to Glendale for Mega Events.

WHEREAS, it is in both governmental parties' interests to enter into an agreement for Prescott to provide PPD Officers to Glendale for Mega Events.

ENACTMENTS:

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

Section 1. That Prescott hereby approves the IGA with Glendale to provide PPD Officers to Glendale for Mega Events at the Stadium.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the IGA between Prescott and Glendale and to take any and all steps deemed necessary to accomplish the above.

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

____
MARLIN D. KUYKENDALL, Mayor

ATTEST:	APPROVED AS TO FORM:
DANA DeLONG City Clerk	JON M. PALADINI City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF PRESCOTT
PRESCOTT CITY CONTRACT NO. 2015-047

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Prescott ("Prescott"), collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Prescott Police Department ("PPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.

E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum for calendar years 2015-2018 by maximizing cooperation, by integrating the PPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. Supervision and Staffing.

2.1 Prescott acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.

2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 Prescott agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide service for Events; however, Glendale will provide information regarding staffing decisions to Prescott as soon as it becomes available.

3. Assigned Personnel

3.1 Prescott shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.

b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, Glendale will consult with Prescott prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by PPD, and the Assigned Officers may carry other equipment authorized by PPD.

3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between GPD and PPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of PPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the $5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the PPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable PPD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Prescott, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.

5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Prescott, its officers, officials, agents and employees for losses arising from the work performed by Prescott's Assigned Officers under this Agreement.

6. Media Releases and Relations

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Prescott but, except as provided below, no unilateral media releases will be distributed by Prescott without the prior approval of Glendale.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of PPD's Assigned Officer, PPD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

7.1 Relative to its Assigned Officers, Prescott agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq*.; including but not limited to, Prescott's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Prescott agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective as to Prescott immediately upon the approval and execution by Glendale and Prescott and shall remain in full force and effect until June 30, 2018.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 <u>Entire Agreement</u>. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

9.2 <u>Severability</u>. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.3 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 <u>Conflict of Interest</u>. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 <u>Termination</u>. Prescott may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Prescott not less than sixty (60) days prior written notice.

9.6 <u>Dispute Resolution</u>. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Recordation of Agreement. This Agreement shall be filed with the Maricopa County Recorder pursuant to A.R.S. § 11-952(G) upon its execution.

9.10 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

9.11 Nondiscrimination. No party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[*signatures appear on the following pages*]

CITY OF GLENDALE

____

City Manager

ATTEST:

____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Prescott is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____

Michael Bailey, City Attorney

____

MARLIN D. KUYKENDALL, Mayor

ATTEST:

____

Dana DeLong, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Prescott is in proper form and is within the powers and authority of the City of Prescott granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____

Jon M. Paladini, City Attorney

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: Police

AGENDA ITEM: Acceptance of grant funding in the amount of $3,000.00 from the Governor's Office of Highway Safety for safety belt and child safety seat enforcement

Approved By: **Date:**

Police Chief:	Monahan, Jerald	04/14/2015
City Manager:	McConnell, Craig	04/20/2015

Item Summary

The Prescott Police Department is requesting approval of grant funding from GOHS in the amount of $3,000.00 to conduct safety belt and child passenger enforcement from May 18, 2015, through May 31, 2015.

Background

The Prescott Police Department has been selected by the Governor's Office of Highway Safety to receive grant funding to conduct enforcement of Arizona's safety belt and child passenger laws during this year's campaign from May 18, 2015, through May 31, 2015. The Police Department has participated in this program for over 10 years and received recognition for its efforts.

Traffic and Patrol officers will work special enforcement details during the noted time period with emphasis on occupant protection laws.

Financial Impact

This is a fully funded grant opportunity including all employee related expenses; accordingly, there will be no fiscal impact to the City budget.

Recommended Action: MOVE to accept grant funding in the amount of $3,000.00 from the Governor's Office of Highway Safety for safety belt and child safety seat enforcement.

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **VOTING SESSION** **4-28-15**

DEPARTMENT: **Public Works**

AGENDA ITEM: Adoption of Ordinance No. 4933-1471 authorizing acceptance of a water easement dedication from KW Prescott, LLC

Approved By: **Date:**

Director:	Hash, Henry	04/08/2015
City Manager:	McConnell, Craig	04/17/2015

Item Summary

This item is to accept a water easement from KW Prescott, LLC, for water infrastructure installed on the "Fed-Ex" site, located in the Centerpointe East Commerce Park.

Background

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

Attachments

1. Ordinance No. 4933-1471
2. Proximity Map
3. Map of Dedication

Recommended Action: **MOVE** to adopt Ordinance No. 4933-1471.

ORDINANCE NO. 4933-1471

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A WATER EASEMENT DEDICATION FROM KW PRESCOTT, LLC, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT DEDICATION.

RECITALS:

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

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the easement dedication and agrees to accept said easement from KW Prescott, LLC, pursuant to the terms and conditions as set forth in the "Map of Dedication Lot 14, Centerpointe East Commerce Park" dated April 1, 2015.

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

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

____
MARLIN D. KUYKENDALL, Mayor

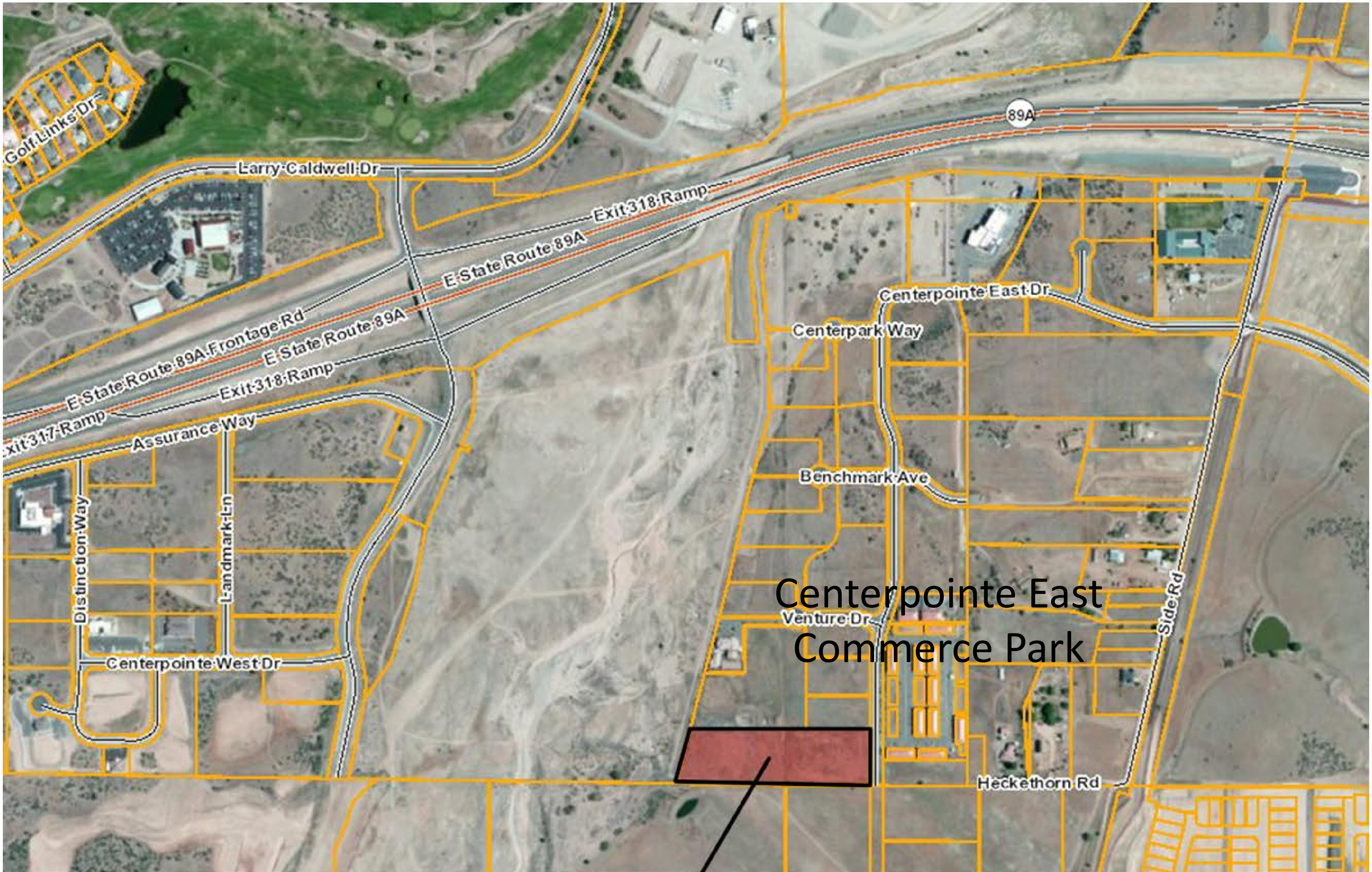
ATTEST:

____
DANA DELONG, City Clerk

APPROVED AS TO FORM:

____
JON PALADINI, City Attorney

EXHIBIT "A"



Fed-Ex Parcel

EXHIBIT "B"

LEGAL DESCRIPTION

All that portion of Lot 14, Centerpointe East Commerce Park as recorded in Book 159 of Land Surveys, Pages 86, and recorded as a portion of Tract A, Centerpoint East Commerce Park as recorded in Book 54, Maps and Plats, Page 92. Located in Section 31, Township 15 North, Range 1 West and Section 36, Township 15 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is South 89°36'53" East as measured between a found GLO brass cap at the Southwest corner of said Section 31 and a found 1" pipe at the Southeast corner of said Section 31.)

COMMENCING at a found GLO brass cap at the Southwest corner of said Section 31;

Thence South 89°36'53" East, along the South line of said Section 31 also being the south line of said Lot 14, a distance of 381.95 feet to a point on the westerly right of way line of Centerpointe East Drive as shown on said Record of Survey of Centerpointe East Commerce Park;

Thence North 00°18'46" East, along said westerly right of way line of, a distance of 212.44 feet;

Thence North 89°41'14" West, a distance of 20.00 feet to a point on the westerly line of a 20.00 foot public utility easement as recorded in said Plat of Centerpointe East Commerce Park to the TRUE POINT OF BEGINNING;

Thence South 45°39'28" West, a distance of 7.98 feet;

Thence North 89°20'32" West, a distance of 655.02 feet;

Thence South 45°39'28" West, a distance of 41.21 feet;

Thence South 00°39'28" West, a distance of 10.89 feet;

Thence South 89°20'32" East, a distance of 10.00 feet;

Thence South 00°39'28" West, a distance of 20.00 feet;

Thence North 89°20'32" West, a distance of 10.00 feet;

Thence South 00°39'28" West, a distance of 145.93 feet to a point on the southerly line of said Lot 14;

Thence North 89°20'32" West, along said southerly line, a distance of 20.00 feet;

Thence North 00°39'28" East, a distance of 184.94 feet;

Thence North 45°39'28" East, a distance of 57.78 feet;

Thence South 89°20'32" East, a distance of 323.45 feet;

Thence North 00°39'28" East, a distance of 20.00 feet;

Thence South 89°20'32" East, a distance of 20.00 feet;

Thence South 00°39'28" West, a distance of 20.00 feet;

Thence South 89°20'32" East, a distance of 291.88 feet;

Thence North 00°39'28" East, a distance of 12.00 feet;

Thence South 89°20'32" East, a distance of 20.00 feet;

Thence South 00°39'28" West, a distance of 11.69 feet;

Thence North 45°39'28" East, a distance of 19.02 feet to a point on said westerly line of a 20.00 foot public utility easement as recorded in said Plat of Centerpointe East Commerce Park;

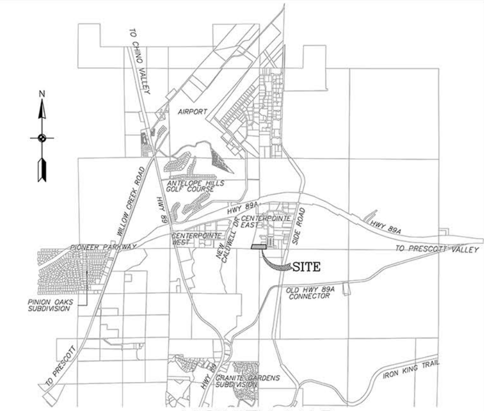
Thence South 00°18'46" West, along said westerly line, a distance of 28.12 feet to the TRUE POINT OF BEGINNING.

Containing 18,822.34 sq. ft. or 0.43 acres, more or less.

MAP OF DEDICATION

LOT 14 OF CENTERPOINTE EAST COMMERCE PARK AS SHOWN ON RECORD OF SURVEY, RECORDED IN BOOK 159 OF LAND SURVEYS, PAGE 86 AND RECORDED AS A PORTION OF TRACT A, CENTERPOINTE EAST COMMERCE PARK AS SHOWN ON PLAT, RECORDED IN BOOK 54 OF MAPS AND PLATS, PAGE 92 YAVAPAI COUNTY RECORDERS OFFICE

LOCATED IN THE S 1/2 OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 1 WEST AND SECTION 36, TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE G&SRB&M, YAVAPAI COUNTY, ARIZONA



VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT, KW PRESCOTT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THAT CERTAIN REAL PROPERTY SITUATED WITHIN YAVAPAI COUNTY, ARIZONA, HEREBY DEDICATES TO THE CITY OF PRESCOTT, FOR WATER INFRASTRUCTURE PURPOSES, THAT PORTION IN SECTION 31 AND 35, TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, AS SHOWN HEREON.

KW PRESCOTT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY : ______________________________
MICHAEL FA, AUTHORIZED REPRESENTATIVE

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF YAVAPAI)

ON THIS _____ DAY OF _______________, 2015, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR MICHAEL FA, WHO ACKNOWLEDGED HIMSELF TO BE AN AUTHORIZED REPRESENTATIVE OF KW PRESCOTT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND AS SUCH OFFICER, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BEING DULY AUTHORIZED TO SO DO.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _________________________

APPROVALS

APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PRESCOTT ON THIS _____ DAY OF _______________, 2015.

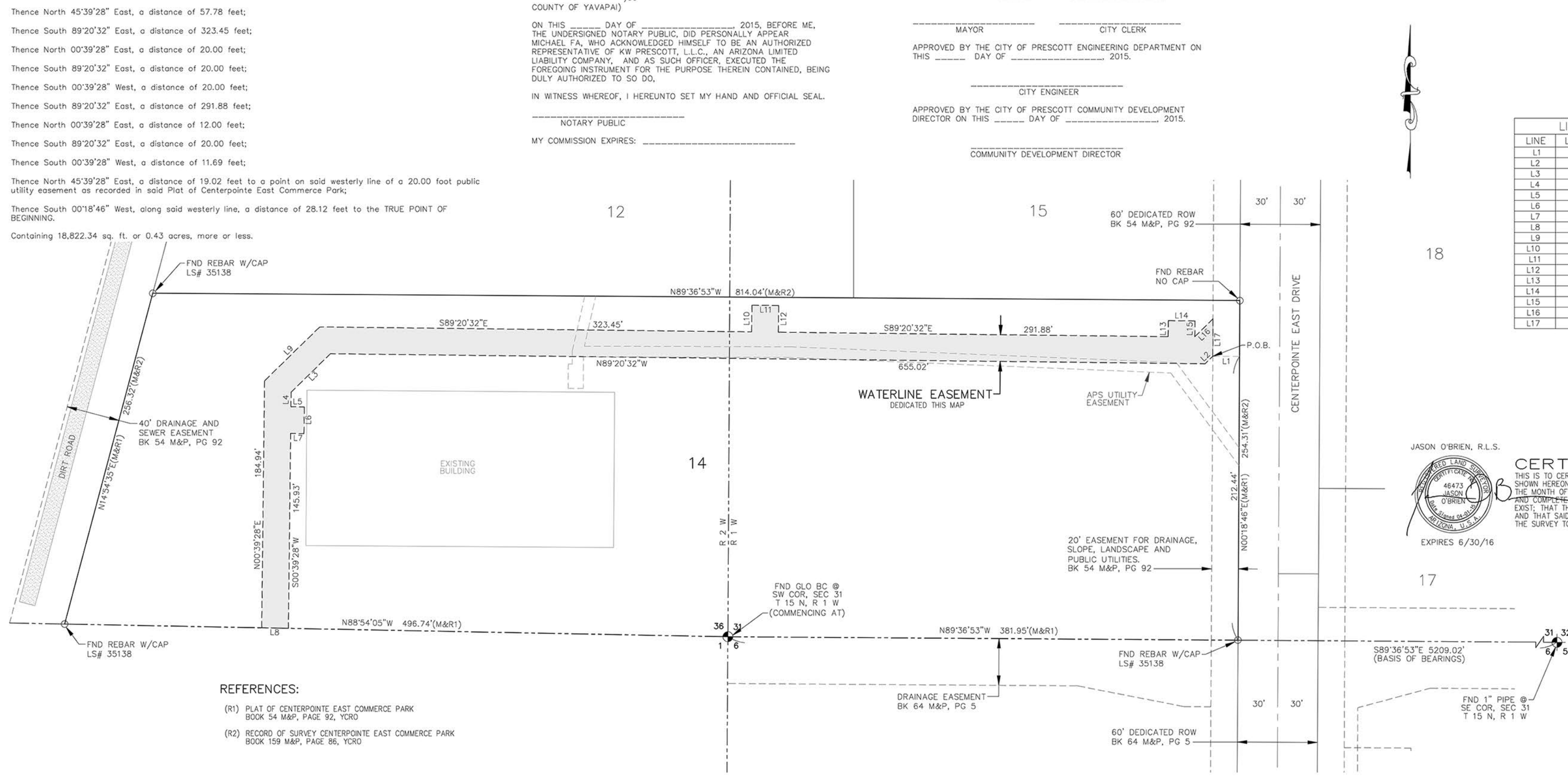
_______________ MAYOR _______________ CITY CLERK

APPROVED BY THE CITY OF PRESCOTT ENGINEERING DEPARTMENT ON THIS _____ DAY OF _______________, 2015.

____
CITY ENGINEER

APPROVED BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DIRECTOR ON THIS _____ DAY OF _______________, 2015.

____
COMMUNITY DEVELOPMENT DIRECTOR



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	N89°41'14"W
L2	7.98	S45°39'28"W
L3	41.21	S45°39'28"W
L4	10.89	S00°39'28"W
L5	10.00	S89°20'32"E
L6	20.00	S00°39'28"W
L7	10.00	S89°20'32"E
L8	20.00	N89°20'32"W
L9	57.78	N45°39'28"E
L10	20.00	N00°39'28"E
L11	20.00	S89°20'32"E
L12	20.00	S00°39'28"W
L13	12.00	N00°39'28"E
L14	20.00	S89°20'32"E
L15	11.69	S00°39'28"W
L16	19.02	N45°39'28"E
L17	28.12	S00°18'46"W

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 46473 JASON O'BRIEN Date Signed 04-01-15 ARIZONA, U.S.A.

EXPIRES 6/30/16

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY DESCRIBED AND SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2015; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REFERENCES:

(R1) PLAT OF CENTERPOINTE EAST COMMERCE PARK BOOK 54 M&P, PAGE 92, YCRO

(R2) RECORD OF SURVEY CENTERPOINTE EAST COMMERCE PARK BOOK 159 M&P, PAGE 86, YCRO

LYON ENGINEERING
Civil Engineers • Land Surveyors
1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750

MAP OF DEDICATION
LOT 14, CENTERPOINTE EAST COMMERCE PARK

DATE: 04-01-15	DRAWN BY: RJW
JOB NO: 986-02	CHECKED BY: JO

SHEET 1 OF 1

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: Field and Facilities Services

AGENDA ITEM: Approval of purchase of ammonium lignin sulfonate from CYC-Seeds, LLC, in an amount not to exceed $20,000.00 (Streets and Open Space Fund)

Approved By:		**Date:**
Director:	Miller, Stephanie	04/15/2015
City Manager:	McConnell, Craig	04/21/2015

Item Summary

The Street Maintenance Division is requesting approval to purchase ammonium lignin sulfate for the 2015 alley mill-paving season.

Background

The Street Maintenance Division uses ammonium lignin sulfonate as a bonding agent when paving with millings for dust suppression on City streets and alleys. The application of millings mixed with this product improves the air quality and the quality of life in neighborhoods within the City of Prescott. The dust abatement treatment has been applied to over 21 miles of unpaved streets and alleys since 2007.

Vendor	Price per gallon	Total per Gallon including freight and tax
CYC-Seeds, LLC	$1.13	$1.33
Desert Mountain Corp.	$1.28	$1.36

The listed vendors are the only known suppliers of ammonium lignin sulfonate in the Western region.

Financial Impact

FY2015 funding of $20,000.00 for this budgeted item is available in the Streets and Open Space Fund, and will support the purchase of three truckloads of this product.

Attachment

1. CYC-Seeds, LLC, quote dated April 8, 2015

Recommended Action: MOVE to approve the purchase of ammonium lignin sulfonate from CYC-Seeds, LLC, in an amount not to exceed $20,000.00.

CYC- Seeds LLC

3085 N. Cessna Ave.
Casa Grande, AZ 85122

Quote

Date	Quote #
04/08/2015	1

Name / Address
City of Prescott

Rep	Project
TJ	

Description	Qty	Total
Price per ton- Ligno Bond 50 $244/short ton	22	5,368.00T
Freight	1	485.10
22 tons ~ 4,731gal $1.1346/gallons (Product sold by weight only)		
Sales Tax		456.28
Quote is for one truck load. Streets is anticipating needing two to three truckloads during the 2015 mill paving season.		
	Total	$6,309.38

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **VOTING SESSION** **4-28-15**

DEPARTMENT: **Field and Facilities Services**

AGENDA ITEM: Approval of rental of concrete barriers on a weekly basis from Howe Precast Concrete Barriers, Inc., in an amount not to exceed $17,850.00 (Streets and Open Space Fund)

Approved By: **Date:**

Director:	Miller, Stephanie	04/01/2015
City Manager:	McConnell, Craig	04/20/2015

Item Summary

The Street Maintenance Division is requesting approval to rent concrete barriers for traffic control on Willow Creek Road while removal of the rock facing from six retaining walls is completed. The traffic control, consisting of closure of one northbound lane, is expected to be in place for approximately three weeks.

Background

In 1996, the City's Willow Creek Road Widening project incorporated decorative faux rock facing on the nine retaining walls on the east side of the road. In 2011, it was discovered that the rock was detaching from the retaining wall in several areas. Due to safety concerns, Street Maintenance, working with Public Works, removed the rock from two walls, and subsequently removed the rock from one additional wall. Currently, there are six walls that need to have the rock removed to avoid possible damage or injury.

The six remaining walls requiring removal of the rock total approximately 1,420 lineal feet; the height varies on each wall from a minimum of 2 feet to 25 feet. The rock will be removed by City crews using a backhoe with a scraper attachment, and the restorative finishing treatment of the walls will be determined at a later date. While the work is being completed, the concrete barriers will provide traffic control for the lane closure and protect the workers. Due to the speeds on Willow Creek Road, plastic barriers would not be sufficient. The work will be accomplished in four phases, due to the spacing of the walls, which will minimize the need for relocating the barriers. The project will begin at Whetstine Avenue and progress from south to north, ending at Country Park Drive.

Concrete barriers of this type and for the short timeframe are only available within the Yavapai County region from Howe Precast Concrete Barriers, Inc., hence, this will be a sole source procurement made pursuant to the City's Procurement Code, Section 1-27-9 (F), Procurement Methods:

Agenda Item: Approval of rental of concrete barriers on a weekly basis from Howe Precast Concrete Barriers, Inc., in an amount not to exceed $17,850.00 (Streets and Open Space Fund)

> "Notwithstanding any other provision or requirement in this code, a contract may be awarded for a supply, service or construction item without competition or solicitation when the Purchasing Agent, with the concurrence of the City Manager, determines in writing that there is only one source for the required supply, service or construction item."

Financial Impact

FY2015 funding of $17,850.00 for this budgeted item is available in the Streets and Open Space Fund.

Attachments

1. Howe Precast Concrete Barriers, Inc., quote dated March 30, 2015
2. Competitive Bidding Requirements Exemption

Recommended Action: **MOVE** to approve the rental of concrete barriers on a weekly basis from Howe Precast Concrete Barriers, Inc., in an amount not to exceed $17,850.00.

Howe Precast Concrete Barriers, Inc.
PO BOX 1249
Queen Creek, AZ 85242

PROPOSAL

Date	Estimate #
3/30/2015	1290

PROJECT NAME
CITY OF PRESCOTT

Description	Qty	Rate	Total
INSTALL TCB (flat rate)	400	10.00	4,000.00
RENT TCB ($0.75/day x 400 barriers x 35 days)	14,000	0.075	1,050.00
REMOVE TCB (flat rate)	400	10.00	4,000.00
RELOCATE TCB-BASED ON 400 LF x 4 MOVES (flat rate)	1,600	5.50	8,800.00
Barricade rental pricing is for a 35 day period.			

ALL BARRIER PRICING IS PER LF. ALL DAMAGED BARRIER/ATTENUATORS WILL BE BILLED AT REPLACEMENT VALUE.

Total $17,850.00

CITY OF PRESCOTT
ARIZONA

Field and Facilities Services

Competitive Bidding Requirements Exemption

Date: 03/31/2015 Division: Streets Division REQ/PO#: ____________________

Dollar Amount: $17, 850.00 Supplier: Howe Precast

Goods/Services to be purchased: Concrete Barriers

BACKGROUND/JUSTIFICATION: Several vendors were called (listed below) throughout Northern AZ and the Valley and all stated that they do not carry concrete barriers for various reasons, mostly which they are not mobile and hard to store. They all also stated that Howe Precast is the only vendor providing these barriers in the region.

<u>Vendors</u>
Yavapai Pre-cast
United Rentals
Sunstate Rentals
Trafficade
Northern AZ precast
Sunbelt

We are able to single source the concrete barriers due to the unavailability of competition per the AZ Procurement, Section R-7-E303, Competition Impracticable Procurements per the following:

<u>State Procurement Code</u>
For the purposes of this section, "competition impracticable" means a procurement requirement exists which makes compliance with A.R.S. 41-2533,41-2534,41-2538 or 41-2578 impracticable, unnecessary, or contrary to the public interest, but which is not an emergency under R2-7-E302. Procurement with a documented lack of available vendors in the marketplace and which require an open and continuous availability of offerors may be procured by this method.

Please check the appropriate Exemption Category:

€ Professional or specialized services as defined in Section 1-27-16 of the Procurement Code.
€ Emergency procurements, as defined in Section 1-27-10 of the Procurement Code.
€ Situations where solicitations of bids or proposals would be impractical, unavailing, or impossible.
X Sole or Single source procurements.
€ Cooperative procurements as defined in Section 1-27-9 of the Procurement Code.
€ Agreements negotiated by the City Attorney or Risk Manager in settlement of a claim of litigation or threatened litigation are exempt from the provisions of this chapter.

My recommendations are based upon a thorough, objective review of the currently available product(s)/services(s) and source(s) and are determined to be in the best interest of the City.

Requestor: Bobbie King **Date:** 4/7/15
Contract Specialist: Tam Bisalta **Date:** 4.8.15
Department Director: SJ Miller **Date:** 4/8/15

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: City Clerk

AGENDA ITEM: Special Event Liquor License Applications

Approved By:		**Date:**
City Clerk:	DeLong, Dana	04/21/2015
City Manager:	McConnell, Craig	04/22/2015

Liquor License Applications

The following special event liquor license applications are presented for Council consideration.

A. Prescott Creeks
Prescott College Crossroads Center, 220 Grove Street
Applicant: Paula E. Cooperrider
City Application Number: 15-0011S
Date/Time of Event: May 22, 2015, 4:00 pm – 7:00 pm

The application has been reviewed and determined to be in compliance with City requirements.

B. Sharlot Hall Historical Society of Arizona
Sharlot Hall Museum, 415 West Gurley Street
Applicant: Nancy L. Hans
City Application Number: 15-0008S
Date/Time of Event: May 16, 2015, 3:00 pm – 11:59 pm

The application has been reviewed and determined to be in compliance with City requirements.

C. Fraternal Order of Eagles #3600
Mile High Middle School Football Field, 300 South Granite Street
Applicant: Steven Randolph Gottlieb
City Application Number: 15-0004S
Date/Time of Event: May 30 – 31, 2015, 10:00 am – 10:00 pm

The application has been reviewed and determined to be in compliance with City requirements.

Background

Special Event Liquor Licenses are processed in a similar manner as other liquor license applications, except that there are no posting or protest period requirements, and no school location restrictions. These licenses permit the sale of all spirituous liquor for consumption on the licensed premises. They can be issued only to: (1) a political party or campaign committee; (2) an organization formed for a specific charitable or civic purpose; (3) a fraternal organization in existence for over five years with a regular membership; or (4) a religious organization. Qualifying organizations will be granted a special event license for no more than ten (10) days per calendar year. The State places primary emphasis on the City's recommendation in deciding whether or not to issue these licenses.

Financial Impact

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

Attachments

1. Prescott Creeks Application Information and Location Map
2. Sharlot Hall Historical Society Application Information and Location Map
3. Fraternal Order of Eagles #3600 Application Information and Location Map
3. Liquor License Series Number Definitions
4. ARS §4-203.02: Special event licenses: rules

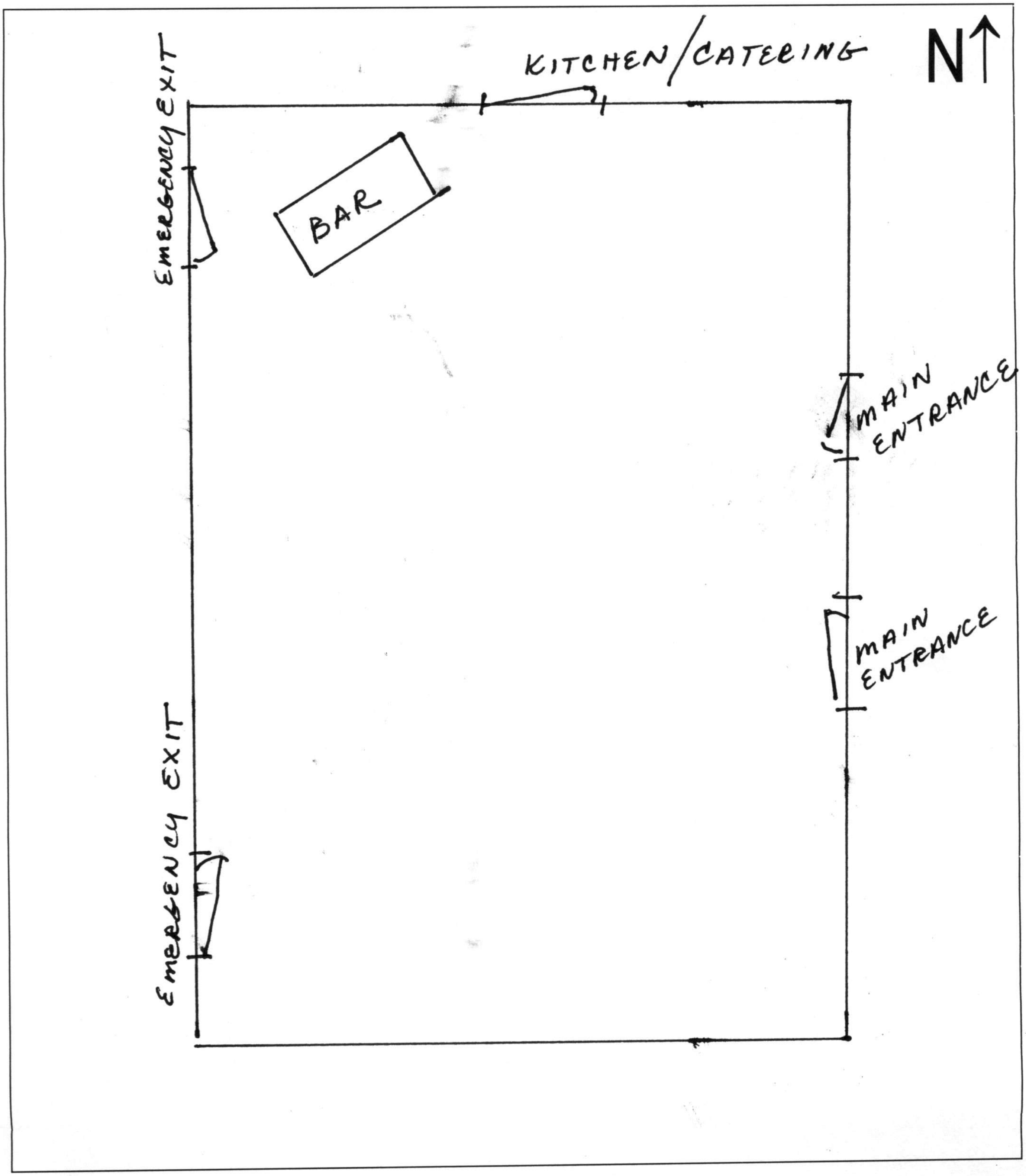
Recommended Action: MOVE to forward special event liquor license applications A, B, and C to the Arizona State Liquor Board with a recommendation of approval/denial.

ITEM II.A. – PRESCOTT CREEKS APPLICATION INFORMATION AND LOCATION MAP

II.A.		
	Applicant Name	**Event Location**
	Paula E. Cooperrider	Prescott College Crossroads Center 220 Grove Street
	Prescott Creeks	**Event Days/Date Time**
	Application No. 15-0011S	Friday, May 22, 2015, 4:00 pm – 7:00 pm
	Organizations & Individuals Receiving Proceeds	
	Prescott Creeks	100%
	Staff Recommendation	
	Community Development	In Compliance
	Public Comment Received	None

NOTE: Location Map Attached

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



Individuals requiring ADA accommodations, call (602)542-9027

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.

2 **Out-of-state Producer,** all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.

3 **Microbrewery,** less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.

4 **Wholesaler,** all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.

5 **Government,** all spirituous liquor, may sell to patrons to consume on premises.

6 **Bar,** all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.

7 **Beer and Wine Bar,** beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.

9 **Liquor Store,** all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.

9S **Liquor Store with Sampling Privileges,** all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.

10 **Beer and Wine Store,** beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.

10S **Beer and Wine Store with Sampling Privileges,** beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.

11 **Hotel/Motel w/Restaurant,** all spirituous liquor, may sell to patrons to consume on premises.

12 **Restaurant,** all spirituous liquor, may sell to patrons to consume on premises.

13 **Farm Winery,** produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.

14 **Private Club,** all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.

15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.

18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

19 **Remote Tasting Room,** owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

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

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

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

B. This Section is authorized by A.R.S. § 4-201(I).

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: City Clerk

AGENDA ITEM: Special Event Liquor License Applications

Approved By:		**Date:**
City Clerk:	DeLong, Dana	04/21/2015
City Manager:	McConnell, Craig	04/22/2015

Liquor License Applications

The following special event liquor license applications are presented for Council consideration.

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B. Sharlot Hall Historical Society of Arizona
Sharlot Hall Museum, 415 West Gurley Street
Applicant: Nancy L. Hans
City Application Number: 15-0008S
Date/Time of Event: May 16, 2015, 3:00 pm – 11:59 pm

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C. Fraternal Order of Eagles #3600
Mile High Middle School Football Field, 300 South Granite Street
Applicant: Steven Randolph Gottlieb
City Application Number: 15-0004S
Date/Time of Event: May 30 – 31, 2015, 10:00 am – 10:00 pm

The application has been reviewed and determined to be in compliance with City requirements.

Background

Special Event Liquor Licenses are processed in a similar manner as other liquor license applications, except that there are no posting or protest period requirements, and no school location restrictions. These licenses permit the sale of all spirituous liquor for consumption on the licensed premises. They can be issued only to: (1) a political party or campaign committee; (2) an organization formed for a specific charitable or civic purpose; (3) a fraternal organization in existence for over five years with a regular membership; or (4) a religious organization. Qualifying organizations will be granted a special event license for no more than ten (10) days per calendar year. The State places primary emphasis on the City's recommendation in deciding whether or not to issue these licenses.

Financial Impact

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

Attachments

1. Prescott Creeks Application Information and Location Map
2. Sharlot Hall Historical Society Application Information and Location Map
3. Fraternal Order of Eagles #3600 Application Information and Location Map
3. Liquor License Series Number Definitions
4. ARS §4-203.02: Special event licenses: rules

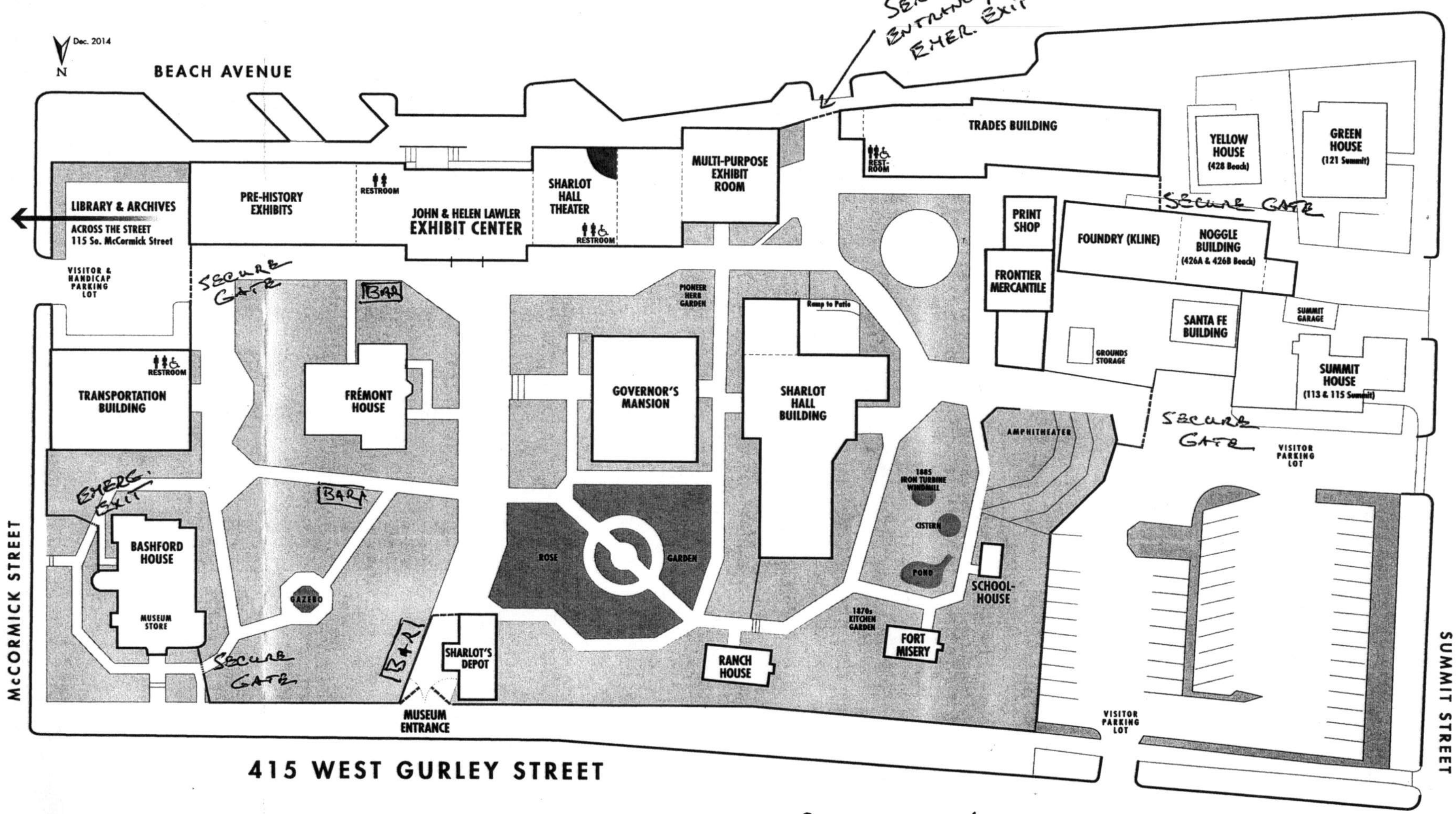
Recommended Action: MOVE to forward special event liquor license applications A, B, and C to the Arizona State Liquor Board with a recommendation of approval/denial.

ITEM II.B. – SHARLOT HALL HISTORICAL SOCIETY OF ARIZONA APPLICATION INFORMATION AND LOCATION MAP

II.B.	**Applicant Name** Nancy L. Hans	**Event Location** Sharlot Hall Museum 415 West Gurley Street
	Sharlot Hall Historical Society Of Arizona Application No. 15-0008S	**Event Days/Date Time** Saturday May 16, 2015, 3:00 pm – 11:59 pm
	Organizations & Individuals Receiving Proceeds	
	Sharlot Hall Historical Society	100%
	Staff Recommendation	
	Community Development	In Compliance
	Public Comment Received	None

NOTE: Location Map Attached

SHARLOT HALL MUSEUM



RED = FENCING

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

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

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

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

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

B. This Section is authorized by A.R.S. § 4-201(I).

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: City Clerk

AGENDA ITEM: Special Event Liquor License Applications

Approved By:		**Date:**
City Clerk:	DeLong, Dana	04/21/2015
City Manager:	McConnell, Craig	04/22/2015

Liquor License Applications

The following special event liquor license applications are presented for Council consideration.

A. Prescott Creeks
Prescott College Crossroads Center, 220 Grove Street
Applicant: Paula E. Cooperrider
City Application Number: 15-0011S
Date/Time of Event: May 22, 2015, 4:00 pm – 7:00 pm

The application has been reviewed and determined to be in compliance with City requirements.

B. Sharlot Hall Historical Society of Arizona
Sharlot Hall Museum, 415 West Gurley Street
Applicant: Nancy L. Hans
City Application Number: 15-0008S
Date/Time of Event: May 16, 2015, 3:00 pm – 11:59 pm

The application has been reviewed and determined to be in compliance with City requirements.

C. Fraternal Order of Eagles #3600
Mile High Middle School Football Field, 300 South Granite Street
Applicant: Steven Randolph Gottlieb
City Application Number: 15-0004S
Date/Time of Event: May 30 – 31, 2015, 10:00 am – 10:00 pm

The application has been reviewed and determined to be in compliance with City requirements.

Background

Special Event Liquor Licenses are processed in a similar manner as other liquor license applications, except that there are no posting or protest period requirements, and no school location restrictions. These licenses permit the sale of all spirituous liquor for consumption on the licensed premises. They can be issued only to: (1) a political party or campaign committee; (2) an organization formed for a specific charitable or civic purpose; (3) a fraternal organization in existence for over five years with a regular membership; or (4) a religious organization. Qualifying organizations will be granted a special event license for no more than ten (10) days per calendar year. The State places primary emphasis on the City's recommendation in deciding whether or not to issue these licenses.

Financial Impact

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

Attachments

1. Prescott Creeks Application Information and Location Map
2. Sharlot Hall Historical Society Application Information and Location Map
3. Fraternal Order of Eagles #3600 Application Information and Location Map
3. Liquor License Series Number Definitions
4. ARS §4-203.02: Special event licenses: rules

Recommended Action: MOVE to forward special event liquor license applications A, B, and C to the Arizona State Liquor Board with a recommendation of approval/denial.

ITEM II.C. – FRATERNAL ORDER OF EAGLES #3600 APPLICATION INFORMATION AND LOCATION MAP

II.C.

Applicant Name	**Event Location**
Steven Randolph Gottlieb	Mile High Middle School Football Field 300 South Granite Street
Fraternal Order of Eagles #3600	**Event Days/Date Time**
Application No. 15-0004S	Saturday and Sunday, May 30 - 31, 2015 10:00 A.M. – 10:00 pm

Organizations & Individuals Receiving Proceeds

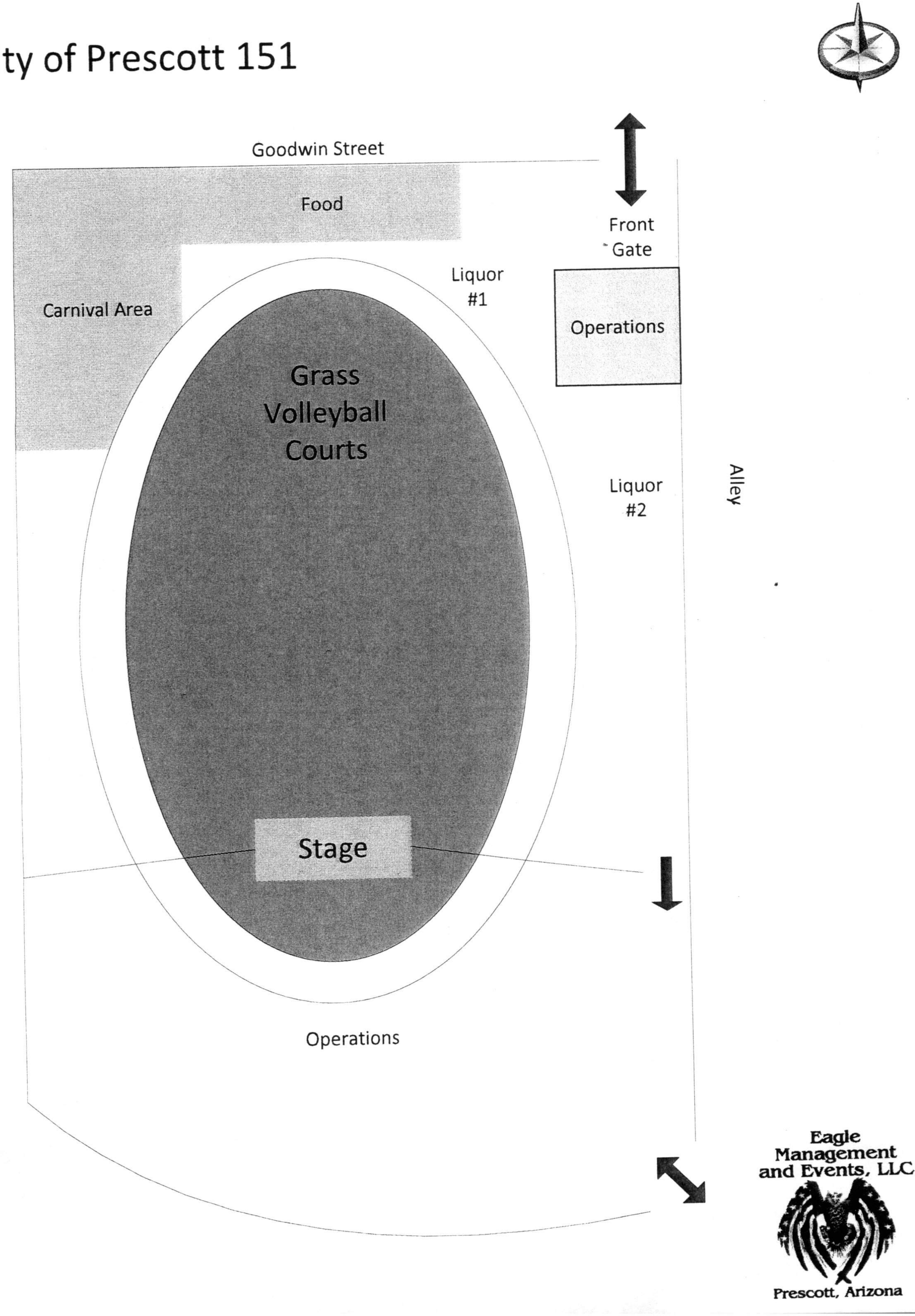
Fraternal Order of Eagles #3600	25%
Eagle Management & Events	75%

Staff Recommendation

Community Development	In Compliance
Public Comment Received	None

NOTE: Location Map Attached

City of Prescott 151



LIQUOR LICENSE SERIES NUMBER DEFINITIONS

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2 **Out-of-state Producer,** all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.

3 **Microbrewery,** less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.

4 **Wholesaler,** all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.

5 **Government,** all spirituous liquor, may sell to patrons to consume on premises.

6 **Bar,** all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.

7 **Beer and Wine Bar,** beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.

9 **Liquor Store,** all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.

9S **Liquor Store with Sampling Privileges,** all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.

10 **Beer and Wine Store,** beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.

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13 **Farm Winery,** produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.

14 **Private Club,** all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.

15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.

18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

19 **Remote Tasting Room,** owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

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

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

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

B. This Section is authorized by A.R.S. § 4-201(I).

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: City Clerk

AGENDA ITEM: Public hearing and consideration of a new liquor license application for a Series 14, Private Club License, from Andrea Dahlman Lewkowitz, applicant for Capital Canyon Club, located at 2060 Golf Club Lane

Approved By:		Date:
City Clerk:	DeLong, Dana	04/21/2015
City Manager:	McConnell, Craig	04/22/2015

Item Summary

Andrea Dahlman Lewkowitz has applied for a new Series 14 liquor license for Capital Canyon Club.

New License	Capital Canyon Club 2060 Golf Club Lane
Applicant	Andrea Dahlman Lewkowitz
Requested License Type	Series 14, Private Club
City Application No.	15-256
State Application No.	141330126
Sixty-day Processing Deadline	May 16, 2015

Staff Recommendation

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

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

Background

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

1. The application has been filed with the State Liquor Department and released to the City for additional processing.

2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.

3. The application has been posted at the proposed location for the required twenty days and statements of opposition or statements of support received by the City Clerk are attached.

4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) Within one year has violated any provision of a liquor license or had a liquor license revoked; or (b) Within five years of the date of application has been convicted of a felony involving moral turpitude.

5. The Community Development Department has reviewed the application to determine whether zoning is proper.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration.

<u>Recommendation of Approval</u>
If the City Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license.

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

<u>No Recommendation</u>

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

Financial Impact

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

Attachments

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

Recommended Action: (1) MOVE to close the Public Hearing; and **(2) MOVE** to approve/deny/make no recommendation for Liquor License Application No. 14133012, for a Series 14 Private Club license, for Capital Canyon Club, located at 2060 Golf Club Lane.

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.

2 **Out-of-state Producer,** all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.

3 **Microbrewery,** less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.

4 **Wholesaler,** all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.

5 **Government,** all spirituous liquor, may sell to patrons to consume on premises.

6 **Bar,** all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.

7 **Beer and Wine Bar,** beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.

9 **Liquor Store,** all spirituous liquor, may sell “carry-out” to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.

9S **Liquor Store with Sampling Privileges,** all spirituous liquor, may sell “carry-out” to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.

10 **Beer and Wine Store,** beer and wine only, may sell “carry-out” to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.

10S **Beer and Wine Store with Sampling Privileges,** beer and wine only, may sell ”carry-out” to patrons to consume off-premises, on-site permanent sampling events using store inventory.

11 **Hotel/Motel w/Restaurant,** all spirituous liquor, may sell to patrons to consume on premises.

12 **Restaurant,** all spirituous liquor, may sell to patrons to consume on premises.

13 **Farm Winery,** produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.

14 **Private Club,** all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.

15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.

18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

19 **Remote Tasting Room,** owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

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

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

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

B. This Section is authorized by A.R.S. § 4-201(I).

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: City Clerk

AGENDA ITEM: Public hearing and consideration of a new liquor license application for a Series 12 Restaurant License, from Erica Lynn Parker, applicant for Two Mamas Gourmet Pizza, located at 221 North Cortez Street

Approved By:		**Date:**
City Clerk:	DeLong, Dana	04/21/2015
City Manager:	McConnell, Craig	04/22/2015

Item Summary

Erica Lynn Parker has applied for a new Series 12 liquor license for Two Mamas Gourmet Pizza.

New License	Two Mamas Gourmet Pizza 221 North Cortez Street
Applicant	Erica Lynn Parker
Requested License Type	Series 12, Restaurant
City Application No.	15-255
State Application No.	12133616
Sixty-day Processing Deadline	April 12, 2015

Staff Recommendation

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

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

Background

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

1. The application has been filed with the State Liquor Department and released to the City for additional processing.

2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.

3. The application has been posted at the proposed location for the required twenty days and statements of opposition or statements of support received by the City Clerk are attached.

4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) Within one year has violated any provision of a liquor license or had a liquor license revoked; or (b) Within five years of the date of application has been convicted of a felony involving moral turpitude.

5. The Community Development Department has reviewed the application to determine whether zoning is proper.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration.

<u>Recommendation of Approval</u>
If the City Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license.

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

<u>No Recommendation</u>

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

Financial Impact

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

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

Recommended Action: (1) MOVE to close the Public Hearing; and **(2) MOVE** to approve/deny/make no recommendation for Liquor License Application No. 12133616, for a Series 12 Restaurant license, for Two Mamas Gourmet Pizza, located at 221 North Cortez Street.

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

1	**In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
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18	**In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.
19	**Remote Tasting Room,** owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

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

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

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

B. This Section is authorized by A.R.S. § 4-201(I).

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **VOTING SESSION** **4-28-15**

DEPARTMENT: **Community Development**

AGENDA ITEM: Final Plat FP15-003 for "Touchmark at the Ranch PAD" [Owner: Touchmark at the Ranch, LLC, 5150 SW Griffith Drive, Beaverton, Oregon 97005]

Approved By: **Date:**

Director:	Guice, Tom	04/17/2015
City Manager:	McConnell, Craig	04/20/2015

Item Summary

The request is for Final Plat approval for a Planned Area Development, (PAD) with 379 multi-family and single-family senior housing units consisting of independent living, assisted living and memory care units, located at 340 North Lee Blvd., east of Wal-Mart, on a single parcel totaling ±45.39 acres. Open space is shown on the plat in two tracts (A & C) at 15.45 acres or approximately 34% of the site.

Background

The project area, the Ranch at Prescott and Yavapai Hills, were annexed into the City on September 8, 1987. A 136 acre rezoning and Master Plan amendment (RZ-9900) were approved by Council on February 23, 1999. The rezoning included the project area, Wal-Mart and the auto dealerships, rearranging the zoning from various residential and commercial districts to the present configuration. Council adopted Resolution No. 3865-0833 on November 13, 2007, approving the Ponderosa Hotel and Conference Center at this location; however, that project was not constructed, and the associated development agreement lapsed.

To the south and west are commercial uses - The Ranch at Prescott Commercial Center and the Wal-Mart Supercenter. To the north and east there are open space and single-family development.

AGENDA ITEM: Final Plat FP15-003 for “Touchmark at the Ranch PAD” [Owner: Touchmark at the Ranch, LLC, 5150 SW Griffith Drive, Beaverton, Oregon 97005.]

Direction	Zoning	Land Use
North	NOS and MF-M (PAD)	Open Space & Single Family Homes
South	BR	Commercial and SR 69
East	SF-9 (PAD)	Open Space & Single Family Homes
West	BR	Commercial (Wal-Mart)

An informal area meeting was held by the applicant on August 20, 2013, prior to submittal of City applications, to inform neighbors and garner input from the adjoining subdivisions. As part of the application process, a formal area meeting was held by the City on February 19, 2014.

The traffic study for the proposed development revealed no significant traffic safety issues. Impacts on the existing roadway network are expected to be minimal.

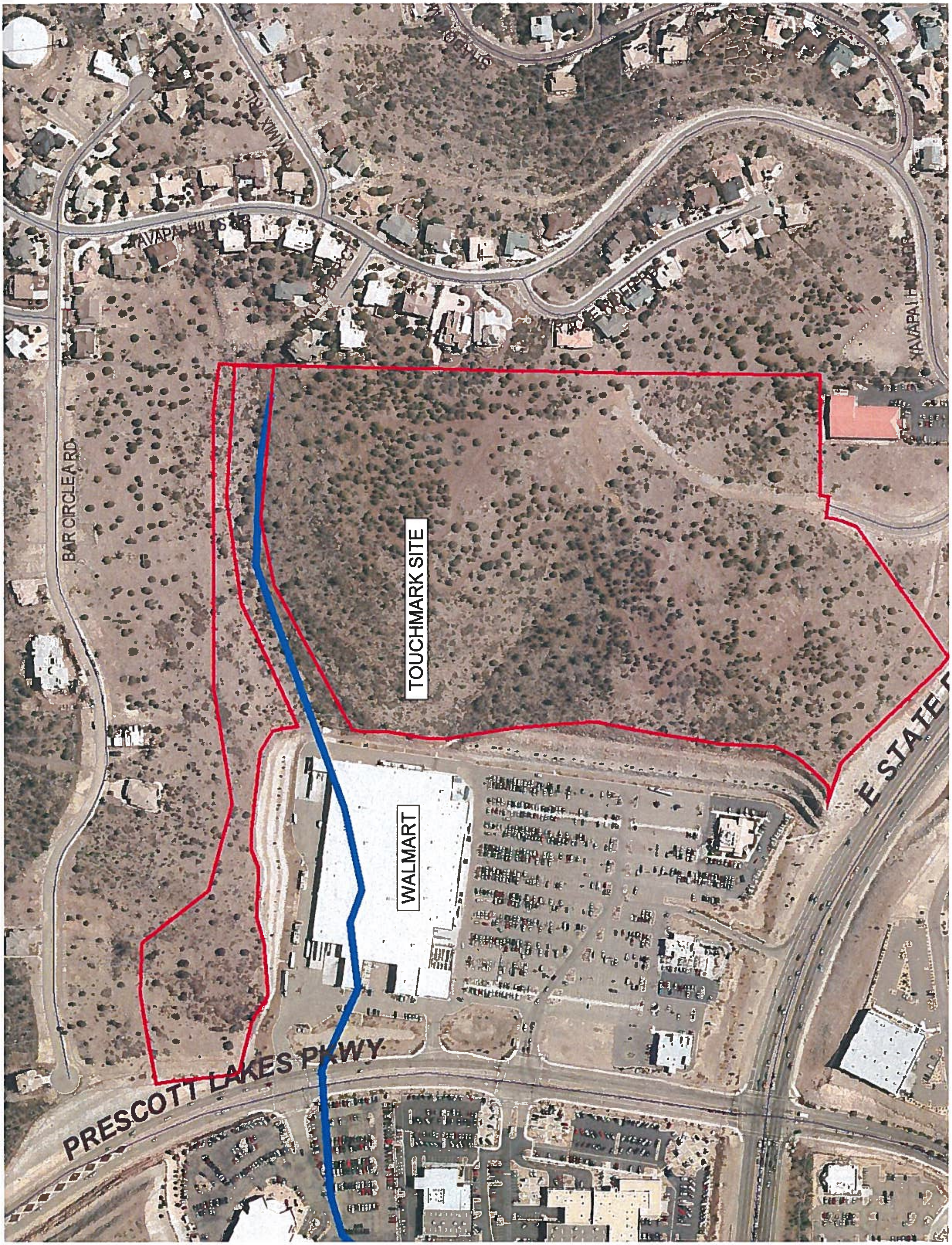
In lieu of a secondary access, the Fire Department has required that all buildings have fire sprinklers; a divided private road design will allow for emergency access with each side of divided roadway 20’ in width. All landscaping must be consistent with the Wildland Urban Interface Code. The roadway along larger multi-story units shall be 26' wide for ladder truck access. Hydrant spacing on assisted living, memory care and independent living areas shall be spaced at 300' to 350' between hydrants with 4-plex area and single family home area hydrant spacing at 450' to 500' apart.

The assisted living facility, 4-plexes and residential lots are consistent with the General Plan, Prescott East Area Plan (PEAP) and The Ranch at Prescott Master Plan. A previous development agreement (DA99-035) was updated by a new agreement (City Contract No. 2014-191) approved by Council with the preliminary plat at their meeting on May 27, 2014. The project meets the requirements of the DA and is in substantial conformance with the preliminary plat.

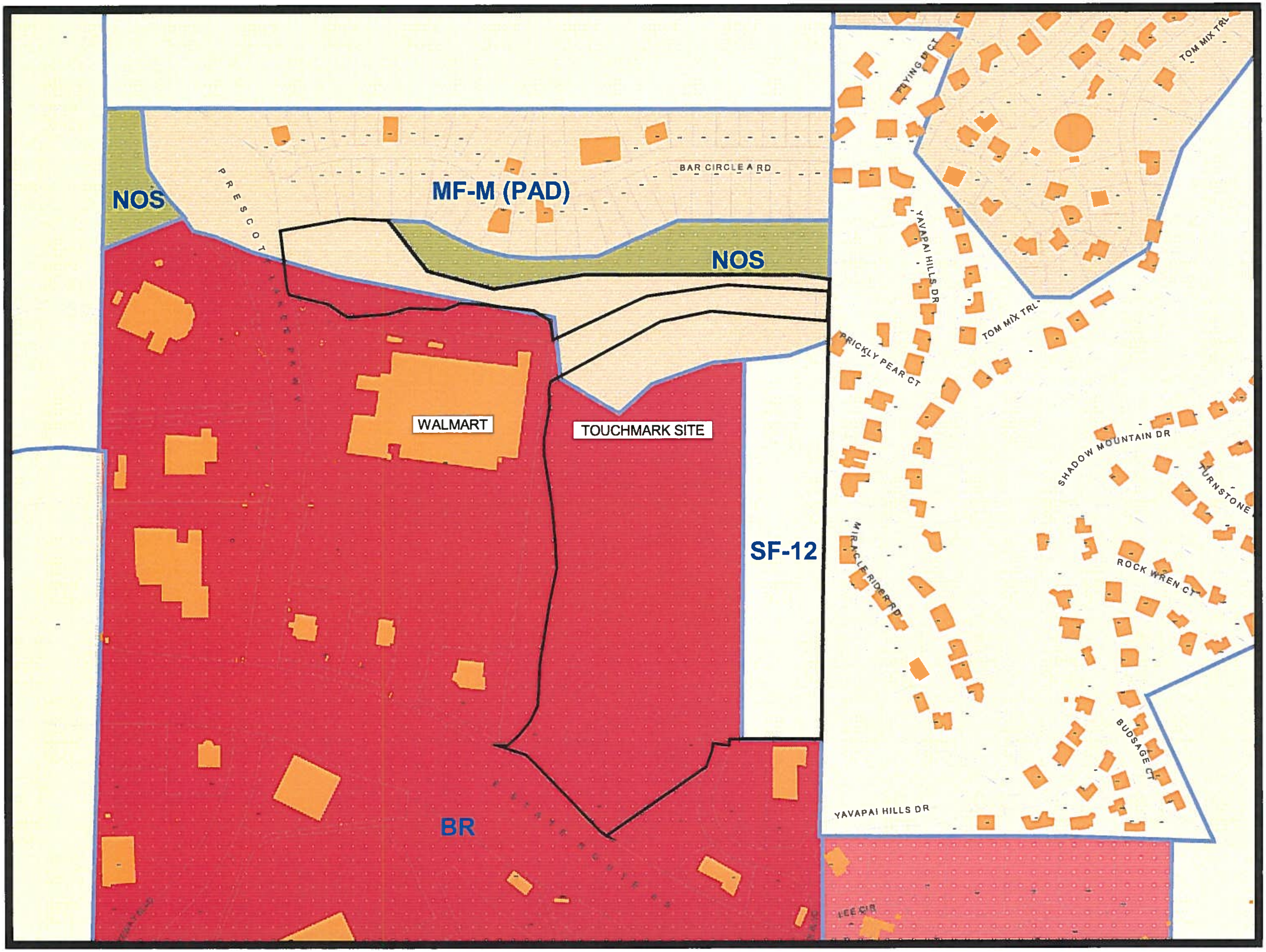
Attachments:

1. Vicinity Map (Aerial Photo)
2. Zoning Map
3. Final Plat

Recommended Action: MOVE to approve FP15-003, the Final Plat of “Touchmark at the Ranch”, a Planned Area Development.



TOUCHMARK SITE
WALMART
PRESCOTT LAKES PKWY
E STATE
BAR CIRCLE A RD
YAVAPAI HILLS


NOS
MF-M (PAD)
BAR CIRCLE A RD
PRESCOTT
NOS
WALMART
TOUCHMARK SITE
SF-12
BR
YAVAPAI HILLS DR
PRICKLY PEAR CT
TOM MIX TRL
MIRACLE RIDER RD
SHADOW MOUNTAIN DR
TURNSTONE
ROCK WREN CT
BUDSAGE CT
YAVAPAI HILLS DR
LEE CIR

FINAL PLAT FOR
TOUCHMARK AT THE RANCH
A PLANNED AREA DEVELOPMENT

APN 103-20-604G & APN 103-20-604K

340 NORTH LEE BOULEVARD, CITY OF PRESCOTT

SITUATED IN A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA

DECLARATION:

KNOWN ALL MEN BY THESE PRESENTS:

THAT "TOUCHMARK AT THE RANCH, L.L.C.", AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "TOUCHMARK AT THE RANCH" BEING A PLANNED AREA DEVELOPMENT SITUATED IN A PORTION OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, COUNTY OF YAVAPAI, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "TOUCHMARK AT THE RANCH" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF PRESCOTT A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS WATER, WATER & SEWER, AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES. ACCESS TO THESE EASEMENTS SHALL BE PERMITTED OVER, UPON, AND ACROSS TRACT "D" AND THOSE AREAS OF LOT 1 AND LOT 2 THAT ARE BEING UTILIZED AS PARKING AND TRAVEL WAYS WITHIN THOSE LOTS.

ALL SANITARY SEWER LINES CROSSING LOT 1 THAT ARE NOT WITHIN A PUBLICLY DEDICATED EASEMENT ARE TO BE CONSIDERED A PRIVATE SEWER LINE AND ARE SUBJECT TO THE NOTES PERTAINING TO THE OPERATION, MAINTENANCE AND REPAIR OF PRIVATE SEWAGE COLLECTION SYSTEM AS SHOWN ON SHEET 3 OF THIS PLAT.

LOTS 15 THROUGH LOTS 34 MAY BE SUBJECT TO A PRESSURE SEWER CONNECTION AND MAY HAVE A SEWER EJECTOR PUMP THAT SHALL BE OWNED, OPERATED AND MAINTAINED BY THE INDIVIDUAL PROPERTY OWNER AND THE CITY SHALL HAVE NO OBLIGATION OR REQUIREMENT TO ASSIST OR PROVIDE MANPOWER OR EQUIPMENT TO PERFORM THOSE DUTIES ASSIGNED TO THE HOMEOWNER.

OWNER HEREBY GRANTS TO THE RESPECTIVE ENTITIES, EASEMENTS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC AND PRIVATE UTILITIES AS SHOWN AND PLATTED HEREON. ACCESS TO THESE EASEMENTS SHALL BE PERMITTED OVER, UPON, AND ACROSS TRACT "D" AND THOSE AREAS OF LOT 1 AND LOT 2 THAT ARE BEING UTILIZED AS PARKING AND TRAVEL WAYS ON THOSE LOTS.

EASEMENTS FOR INGRESS AND EGRESS, AND VEHICULAR PARKING, AND PEDESTRIAN ACCESS WITHIN THE AREAS ON THIS PLAT IS LIMITED TO THE AREAS DESIGNATED AS "PARKING AREA", AND "TRACT" ACROSS SPECIFIC DRIVEWAYS, PARKING AREAS, AND SIDEWALKS AS MAY BE CONSTRUCTED BY THE DEVELOPER WITHIN LOT 1 AND LOT 2. NO VEHICULAR ACCESS WILL BE ALLOWED OUTSIDE OF THE FINAL CONSTRUCTED ROADWAYS, DRIVEWAYS, PARKING AREAS, AND SIDEWALKS OTHER THAN MAY BE REQUIRED BY AND FOR EMERGENCY PURPOSES AND ALSO FOR USE BY POLICE, FIRE, SANITATION, AND OTHER OFFICIAL PURPOSES.

ALL DRAINAGE WILL BE MAINTAINED WITHIN THE PROJECT LIMITS. PRE-DEVELOPMENT DISCHARGE WILL BE EQUAL TO THE POST-DEVELOPMENT RATE AND DRAINAGE FEATURES ONCE CONSTRUCTED WILL BE CONTAINED WITHIN THE DESIGNATED TRACTS AND THE DESIGNATED OPEN SPACE. THE RIGHT FOR DRAINAGE FACILITIES CONSTRUCTED UPON LOT 1 THROUGH LOT 3 WILL BE THE GRANTED TO "TOUCHMARK AT THE RANCH". DRAINAGE EASEMENTS WILL BE GRANTED TO "TOUCHMARK AT THE RANCH" THROUGH THE EASEMENTS ACROSS LOT 4 THROUGH 14, AND THROUGH THE EASEMENTS ACROSS LOT 32 THROUGH 34 AS DETAILED HEREON AND WILL BE THE RESPONSIBILITY OF "TOUCHMARK AT THE RANCH" TO MAINTAIN.

THIS PROJECT WILL BE SUBJECT TO MASS GRADING. ALL PROPOSED EARTHWORK WILL BE CONTAINED WITHIN THE SITE. ALL NECESSARY EROSION CONTROL MEASURES WILL BE DEVELOPED AND REMAIN IN PLACE FOR THE DURATION OF THE PROJECT OR STABILIZATION OF THE DISTURBED AREAS OCCURS. ALL CITY OF PRESCOTT HILLSIDE RESTRICTIONS WILL BE ADHERED TO DURING THE DEVELOPMENT OF THIS PROJECT.

THAT "TOUCHMARK AT THE RANCH" PROPERTY OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRACT A THROUGH TRACT D AND LOT 1, LOT 2 AND LOT 3.

IN WITNESS WHEREOF

"TOUCHMARK AT THE RANCH"

"TOUCHMARK AT THE RANCH, L.L.C.", AS OWNER, HAS CAUSED THE NAME OF THE CORPORATION TO BE AFFIXED HERETO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF WERNER G. NISTLER, JR., WHO ACKNOWLEDGES HIMSELF AS THE PRESIDENT OF "TOUCHMARK AT THE RANCH", AND ACKNOWLEDGED AS SUCH, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO ON THIS.

DECLARATION BY TOUCHMARK AT THE RANCH, L.L.C.
AN OREGON LIMITED LIABILITY COMPANY

BY TOUCHMARK LIVING CENTERS, INC.,
AN OREGON CORPORATION, ITS MANAGER

THIS ________ DAY OF ________, 2015.

____
WERNER G. NISTLER, JR., CEO

NOTE:

THIS SUBDIVISION IS LOCATED WITHIN THE WATER SERVICE AREA OF THE CITY OF PRESCOTT, ARIZONA, WHICH IS AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION E OF ARS 45-576. THIS PLAT IS IN CONFORMANCE WITH CRITERIA ESTABLISHED BY STATE STANDARD ATTACHMENT 2-96 (SSA 2-96) UNDER THE AUTHORITY OF THE DIRECTOR OF THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).

INDIVIDUAL HOMEOWNERS AND THE PROPERTY OWNERS ASSOCIATION ARE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF DRAINAGE OVER THEIR RESPECTIVE LOT(S) AND WITHIN THE DRAINAGE EASEMENTS AS MAY IMPACT THEIR LOT. DRAINAGE AND DRAINAGE EASEMENTS CONFORM TO NATURAL AND MAN-MADE WATER COURSES. THESE AREAS WILL REQUIRE PERIODIC MAINTENANCE ON-SITE OR OFF-SITE DRAINAGE DISCHARGES. PERIODIC MAINTENANCE WILL CONSIST OF THE REMOVAL OF EARTH AND/OR VEGETATIVE MATERIAL THAT HAS BUILT UP SINCE THE ORIGINAL APPROVAL OF THE FINAL PLAT FOR "TOUCHMARK AT THE RANCH". IN THE EVENT THE DRAINAGE EASEMENTS ARE NOT ADEQUATELY MAINTAINED, IN THE OPINION OF THE CITY ENGINEER OF THE CITY OF PRESCOTT, BY THE PROPERTY OWNERS AND/OR THE ASSOCIATION, THEN THE CITY OF PRESCOTT SHALL HAVE THE AUTHORITY TO ENTER THE PROPERTY AND/OR CAUSE THE NECESSARY MAINTENANCE, AND SHALL FURTHER HAVE THE AUTHORITY TO PASS ON ALL COSTS ASSOCIATED WITH SAID MAINTENANCE TO THE PROPERTY OWNERS AND/OR THE ASSOCIATION. NO FENCES OR LARGE LANDSCAPE FEATURES SHALL BE LOCATED WITHIN THE DRAINAGE EASEMENTS WITH THE EXCEPTION OF DETENTION BASIN SECURITY BARRIERS.

IN CONJUNCTION WITH THE CITY OF PRESCOTT RECREATION SERVICES DEPARTMENT, THE CITY OF PRESCOTT AND THE OWNER(S) HEREBY AGREE TO COOPERATE WITH THE DEVELOPMENT OF A NON-MOTORIZED PUBLIC TRAIL THROUGH THE PROJECT SITE. ALL POLICIES AND GUIDELINES RELATED TO THE USE OF AND ACCESS TO THIS FUTURE TRAIL FOR TOUCHMARK RESIDENTS AND THE GENERAL PUBLIC WILL BE NEGOTIATED AT SUCH TIME WHEN THE DESIGN AND CONSTRUCTION OF THE TRAIL TAKE PLACE.

APPROVALS:

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF

PRESCOTT ON THIS ____________ DAY OF ____________, 2015.

____
COMMUNITY DEVELOPMENT DIRECTOR

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

THIS ____________ DAY OF ________, 2015.

____
PUBLIC WORKS DIRECTOR

APPROVED BY THE CITY ENGINEER OF THE CITY OF PRESCOTT ON

THIS ____________ DAY OF ________, 2015.

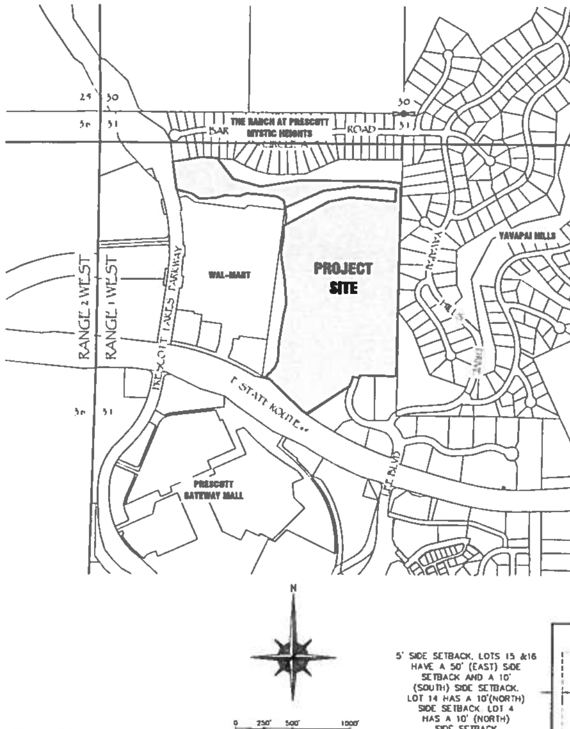
____
CITY ENGINEER

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

THIS ____________ DAY OF ____________, 2015.

____
MAYOR

____
CITY CLERK



VICINITY MAP

FINAL PLAT STATISTICS

LOCATION OF PROPERTY:
340 NORTH LEE BOULEVARD

TOTAL ACRES: 45.39 ACRES±
TOTAL LOTS: 34
MIN. LOT SIZE 9,466 S.F.
MAX. LOT SIZE 23,686 S.F.
AVERAGE LOT SIZE 12,755 S.F.

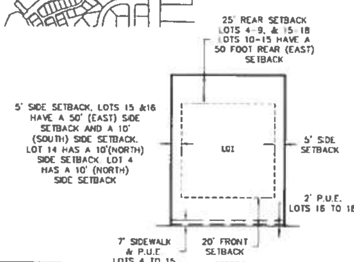
EXISTING ZONING: BR, SF-12, MF-M (PAD)
ZONING: PAD (OVERLAY)

IS MASS GRADING PROPOSED: YES

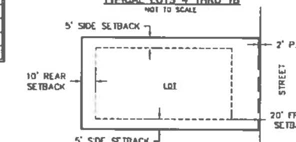
IS PROJECT IN A REIMBURSEMENT DISTRICT: NO
IF YES, WHAT TYPE. N/A

IF A PLANNED AREA DEVELOPMENT:
TOTAL % AREA OF OPEN SPACE. 34%
TOTAL OPEN SPACE AREA: 15.45 ACRES±
TOTAL NUMBER OF DWELLING UNITS: 379

SHEET INDEX	
1	COVER
2	BLOCK & TRACT PLAN
3	LOT & EASEMENT PLAN
4	GEOMETRIC DATA



TYPICAL LOTS 4 THRU 18
NOT TO SCALE



TYPICAL LOTS 19 THRU 34
NOT TO SCALE

TYPICAL SETBACKS

PROJECT INFORMATION

CLIENT:
TOUCHMARK AT THE RANCH, L.L.C.
TOUCHMARK DEVELOPMENT & CONSTRUCTION COMPANY
5150 SOUTHWEST GRIFFIN DRIVE
BEAVERTON, OREGON 97005

ENGINEER/SURVEYOR:
GRANITE BASIN ENGINEERING, INC.
1981 COMMERCE CENTER CIRCLE, SUITE B
PRESCOTT, ARIZONA 86301
(928) 717-0171

SITE DATA:
ASSESSOR PARCEL NUMBER(S)
103-20-604G
103-20-604K

ZONING NOTE:
CITY OF PRESCOTT ZONING INFORMATION
BUSINESS REGIONAL (BR)
SINGLE FAMILY (SF-12)
MULTIFAMILY PLANNED AREA DEVELOPMENT (MF-M PAD)

FLOODPLAIN NOTE:
THIS PROJECT IS LOCATED ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 04025C2070G DATED SEPTEMBER 3, 2010 AND THE PROJECT SITE IS DELINEATED ZONE X AND IS NOT IMPACTED BY FEMA DELINEATED 100 YEAR FLOODPLAIN.

SEWAGE DISPOSAL:
CITY OF PRESCOTT SANITARY SEWER

WATER SUPPLY:
CITY OF PRESCOTT WATER

FIRE DISTRICT:
CITY OF PRESCOTT FIRE DEPARTMENT

SCHOOL DISTRICT:
PRESCOTT UNIFIED SCHOOL DISTRICT

POLICE:
CITY OF PRESCOTT

BASIS OF BEARINGS & BENCHMARKS

THE BASIS OF BEARING FOR THIS PROJECT IS S88°46'02"E, A DISTANCE OF 318.12 FEET ALONG THE NORTH LINE OF LOT 16 & LOT 17 THE RANCH AT PRESCOTT COMMERCE CENTER BETWEEN TWO 1/2" REBARS WITH CAP RLS 13941 AT THE NORTHWEST CORNER OF LOT 18 AND THE NORTHEAST CORNER OF LOT 17

BENCHMARK POINT	NORTHING	EASTING	ELEVATION
BENCHMARK 1	591375.74	622580.29	5718.08
BENCHMARK 2	591368.89	622907.34	5678.22

LEGEND

30/31	NORTH QUARTER CORNER SECTION 31 RLS 16558
●	1/2" REBAR WITH NO MARKINGS
●	1/2" REBAR WITH MARKINGS KWE RLS 16921
⊙	1/2" REBAR WITH MARKINGS GETTINGS RLS 27239
■	1/2" REBAR WITH MARKINGS HAYWOOD RLS 13941
×	1/2" REBAR WITH MARKINGS RLS 16558
▲	ADOT ALUM CAP IN CONCRETE
○	CALCULATED POINT (MONUMENT WILL BE SET AFTER CONSTRUCTION WITH CAP STAMPED RLS 33861)
L1 C1	MEASURED/CALCULATED INFORMATION
	SUBJECT PARCEL LINE
	ADJACENT PARCEL LINE
	RIGHT OF WAY LINE
	CENTERLINE
	PUBLIC UTILITY EASEMENT (P.U.E.)
	DRAINAGE EASEMENT (D.E.)
	WATER EASEMENT
	PUBLIC WATER & SEWER EASEMENT DEDICATED PER THIS PLAT
	PUBLIC WATER EASEMENT DEDICATED PER THIS PLAT
	PUBLIC UTILITY EASEMENT DEDICATED PER THIS PLAT
	DEVELOPER DRAINAGE EASEMENT DEDICATED PER THIS PLAT
	APPROVED ZONING (REC. #2014-0027351 Y.C.O.R.)
N.V.E.	NON-VEHICULAR EASEMENT
M&P	MAPS & PLATS
Y.C.O.R.	YAVAPAI COUNTY RECORDS

SURVEYOR'S CERTIFICATE:

I, THOMAS A. LUZZO, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 33861 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF ARIZONA. I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT FROM THE ORIGINAL FIELD NOTES MADE DURING A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED AND WAS PERFORMED IN ACCORDANCE WITH THE ARIZONA MINIMUM STANDARDS FOR LAND SURVEY EFFECTIVE FEBRUARY 2002.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

REVISIONS			
NUM.	DESCRIPTION	DATE	BY

☐ FOR REVIEW ONLY
☐ FOR BID ONLY
☒ FOR APPROVAL ONLY
☐ FOR RECORDING ONLY
☐ FOR CONSTRUCTION ONLY
☐ FOR AS-BUILT ONLY

GRANITE BASIN ENGINEERING, INC.
1981 Commerce Center Circle Suite B
Prescott, AZ 86301
928.717.0171

TOUCHMARK DEVELOPMENT & CONSTRUCTION COMPANY
5150 SOUTHWEST GRIFFIN DRIVE
BEAVERTON, OREGON 97005

FINAL PLAT FOR - TOUCHMARK AT THE RANCH
A PLANNED AREA DEVELOPMENT
PART OF THE WEST HALF OF SECTION 31, T14N, R1W
COVER

33861
THOMAS A. LUZZO
ARIZONA, U.S.A.

JOB:	13018
DATE:	APRIL 2015
SCALE:	AS SHOWN
FIELD:	MN
DRAWN:	TL
CHECKED:	PN

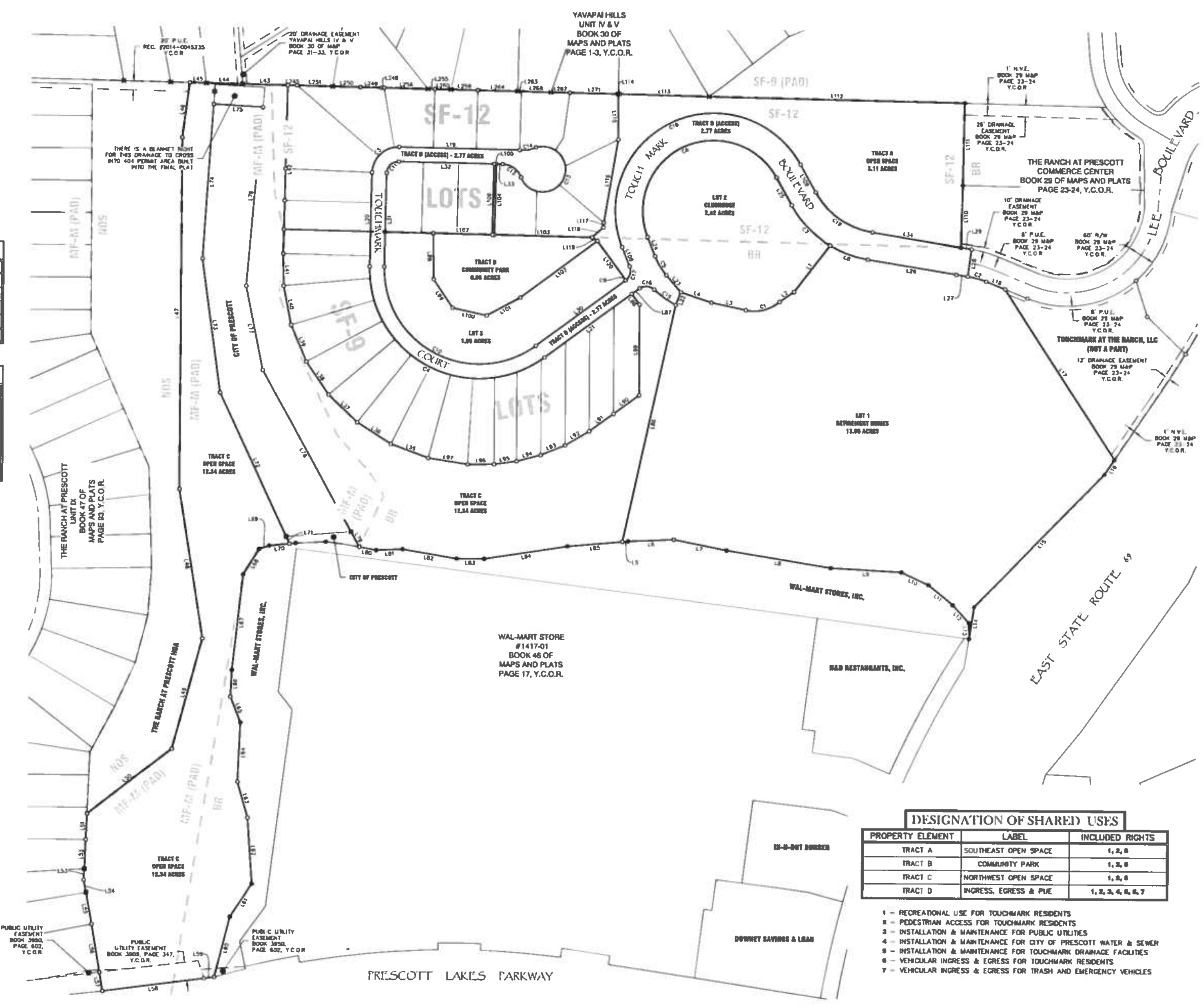
1

BLOCK & TRACT PLAN

SCALE: 1" = 100'

TRACT AREAS		
LABEL	PURPOSE	AREA
A	OPEN SPACE	3.11 AC±
B	COMMUNITY PARK	0.98 AC±
C	OPEN SPACE	12.34 AC±
D	INGRESS, EGRESS, & UTILITY	2.77 AC±
	TOTAL AREA	19.20 AC±

RESIDENTIAL AREAS		
LOT	PURPOSE	AREA
1	RETIREMENT HOMES	13.05 AC±
2	CLUBHOUSE	2.42 AC±
3	MULTI FAMILY	1.65 AC±
4–18	RESIDENTIAL (SF–12)	4.68 AC±
19–34	RESIDENTIAL (SF–9)	4.39 AC±
	TOTAL AREA	26.19 AC±



DESIGNATION OF SHARED USES		
PROPERTY ELEMENT	LABEL	INCLUDED RIGHTS
TRACT A	SOUTHEAST OPEN SPACE	1, 2, 6
TRACT B	COMMUNITY PARK	1, 2, 6
TRACT C	NORTHWEST OPEN SPACE	1, 2, 6
TRACT D	INGRESS, EGRESS & PUE	1, 2, 3, 4, 5, 6, 7

1 – RECREATIONAL USE FOR TOUCHMARK RESIDENTS
2 – PEDESTRIAN ACCESS FOR TOUCHMARK RESIDENTS
3 – INSTALLATION & MAINTENANCE FOR PUBLIC UTILITIES
4 – INSTALLATION & MAINTENANCE FOR CITY OF PRESCOTT WATER & SEWER
5 – INSTALLATION & MAINTENANCE FOR TOUCHMARK DRAINAGE FACILITIES
6 – VEHICULAR INGRESS & EGRESS FOR TOUCHMARK RESIDENTS
7 – VEHICULAR INGRESS & EGRESS FOR TRASH AND EMERGENCY VEHICLES

TOUCHMARK DEVELOPMENT & CONSTRUCTION COMPANY
5150 SOUTHWEST GRIFFIN DRIVE
BEAVERTON, OREGON 97005

FINAL PLAT FOR - TOUCHMARK AT THE RANCH
A PLANNED AREA DEVELOPMENT
PART OF THE WEST HALF OF SECTION 31, T14N, R1W
BLOCK & TRACT PLAN

GRANITE BASIN ENGINEERING, INC
961 Commerce Center Drive Suite B Prescott, AZ 86301 928.717.0171

JOB	13018
DATE:	APRIL 2015
SCALE:	AS SHOWN
FIELD:	NH
DRAWN:	TL
CHECKED	PN

THOMAS A. LAUTTO 33861 ARIZONA, USA Expires 12/31/17

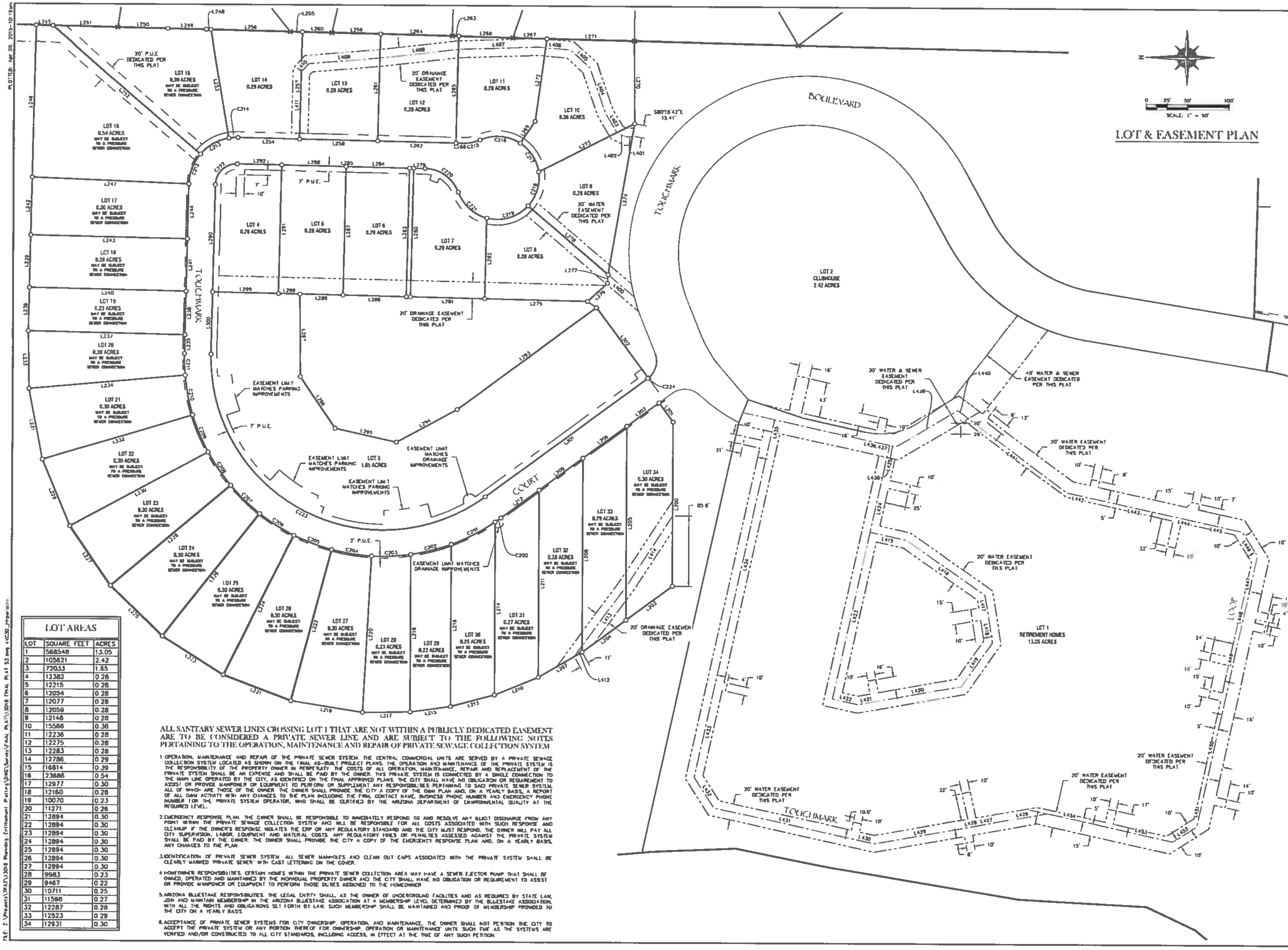
☐ FOR REVIEW ONLY
☐ FOR BID ONLY
☒ FOR APPROVAL ONLY
☐ FOR RECORDING ONLY
☐ FOR CONSTRUCTION ONLY
☐ FOR AS-BUILT ONLY

REVISIONS			
NUM.	DESCRIPTION	DATE	BY

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-STAKE-IT 1-800-782-5348 (OUTSIDE MARICOPA COUNTY)

2

SHEET 2 OF 4



LOT AREAS

LOT	SQUARE FEET	ACRES
1	568548	13.05
2	105621	2.42
3	72033	1.65
4	12382	0.28
5	12215	0.28
6	12054	0.28
7	12077	0.28
8	12059	0.28
9	12148	0.28
10	15586	0.36
11	12236	0.28
12	12275	0.28
13	12283	0.28
14	12786	0.29
15	16814	0.39
16	23686	0.54
17	12977	0.30
18	12160	0.28
19	10070	0.23
20	11271	0.26
21	12894	0.30
22	12894	0.30
23	12894	0.30
24	12894	0.30
25	12894	0.30
26	12894	0.30
27	12894	0.30
28	9983	0.23
29	9467	0.22
30	10711	0.25
31	11598	0.27
32	12287	0.28
33	12523	0.29
34	12931	0.30

ALL SANITARY SEWER LINES CROSSING LOT 1 THAT ARE NOT WITHIN A PUBLICLY DEDICATED EASEMENT ARE TO BE CONSIDERED A PRIVATE SEWER LINE AND ARE SUBJECT TO THE FOLLOWING NOTES PERTAINING TO THE OPERATION, MAINTENANCE AND REPAIR OF PRIVATE SEWAGE COLLECTION SYSTEM

1. OPERATION, MAINTENANCE AND REPAIR OF THE PRIVATE SEWER SYSTEM. THE CENTRAL COMMERCIAL UNITS ARE SERVED BY A PRIVATE SEWAGE COLLECTION SYSTEM LOCATED AS SHOWN ON THE FINAL AS-BUILT PROJECT PLANS. THE OPERATION AND MAINTENANCE OF THE PRIVATE SYSTEM IS THE RESPONSIBILITY OF THE PROPERTY OWNER IN PERPETUITY. THE COSTS OF ALL OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE PRIVATE SYSTEM SHALL BE AN EXPENSE AND SHALL BE PAID BY THE OWNER. THIS PRIVATE SYSTEM IS CONNECTED BY A SINGLE CONNECTION TO THE MAIN LINE OPERATED BY THE CITY, AS IDENTIFIED ON THE FINAL APPROVED PLANS. THE CITY SHALL HAVE NO OBLIGATION OR REQUIREMENT TO ASSIST OR PROVIDE MANPOWER OR EQUIPMENT TO PERFORM OR SUPPLEMENT ANY RESPONSIBILITIES PERTAINING TO SAID PRIVATE SEWER SYSTEM, ALL OF WHICH ARE THOSE OF THE OWNER. THE OWNER SHALL PROVIDE THE CITY A COPY OF THE O&M PLAN AND, ON A YEARLY BASIS, A REPORT OF ALL O&M ACTIVITY WITH ANY CHANGES TO THE PLAN INCLUDING THE FIRM, CONTACT NAME, BUSINESS PHONE NUMBER AND EMERGENCY PHONE NUMBER FOR THE PRIVATE SYSTEM OPERATOR, WHO SHALL BE CERTIFIED BY THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY AT THE REQUIRED LEVEL.

2. EMERGENCY RESPONSE PLAN. THE OWNER SHALL BE RESPONSIBLE TO IMMEDIATELY RESPOND TO AND RESOLVE ANY ILLICIT DISCHARGE FROM ANY POINT WITHIN THE PRIVATE SEWAGE COLLECTION SYSTEM AND WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SUCH RESPONSE AND CLEANUP. IF THE OWNER'S RESPONSE VIOLATES THE ERP OR ANY REGULATORY STANDARD AND THE CITY MUST RESPOND, THE OWNER WILL PAY ALL CITY SUPERVISION, LABOR, EQUIPMENT AND MATERIAL COSTS. ANY REGULATORY FINES OR PENALTIES ASSESSED AGAINST THE PRIVATE SYSTEM SHALL BE PAID BY THE OWNER. THE OWNER SHALL PROVIDE THE CITY A COPY OF THE EMERGENCY RESPONSE PLAN AND, ON A YEARLY BASIS, ANY CHANGES TO THE PLAN.

3. IDENTIFICATION OF PRIVATE SEWER SYSTEM. ALL SEWER MANHOLES AND CLEAN OUT CAPS ASSOCIATED WITH THE PRIVATE SYSTEM SHALL BE CLEARLY MARKED 'PRIVATE SEWER' WITH CAST LETTERING ON THE COVER.

4. HOMEOWNER RESPONSIBILITIES. CERTAIN HOMES WITHIN THE PRIVATE SEWER COLLECTION AREA MAY HAVE A SEWER EJECTOR PUMP THAT SHALL BE OWNED, OPERATED AND MAINTAINED BY THE INDIVIDUAL PROPERTY OWNER AND THE CITY SHALL HAVE NO OBLIGATION OR REQUIREMENT TO ASSIST OR PROVIDE MANPOWER OR EQUIPMENT TO PERFORM THOSE DUTIES ASSIGNED TO THE HOMEOWNER.

5. ARIZONA BLUESTAKE RESPONSIBILITIES. THE LEGAL ENTITY SHALL, AS THE OWNER OF UNDERGROUND FACILITIES AND AS REQUIRED BY STATE LAW, JOIN AND MAINTAIN MEMBERSHIP IN THE ARIZONA BLUESTAKE ASSOCIATION AT A MEMBERSHIP LEVEL DETERMINED BY THE BLUESTAKE ASSOCIATION, WITH ALL THE RIGHTS AND OBLIGATIONS SET FORTH BY LAW. SUCH MEMBERSHIP SHALL BE MAINTAINED AND PROOF OF MEMBERSHIP PROVIDED TO THE CITY ON A YEARLY BASIS.

6. ACCEPTANCE OF PRIVATE SEWER SYSTEMS FOR CITY OWNERSHIP, OPERATION, AND MAINTENANCE. THE OWNER SHALL NOT PETITION THE CITY TO ACCEPT THE PRIVATE SYSTEM OR ANY PORTION THEREOF FOR OWNERSHIP, OPERATION OR MAINTENANCE UNTIL SUCH TIME AS THE SYSTEMS ARE VERIFIED AND/OR CONSTRUCTED TO ALL CITY STANDARDS, INCLUDING ACCESS, IN EFFECT AT THE TIME OF ANY SUCH PETITION.

JOB	13018
DATE:	APRIL 2015
SCALE:	AS SHOWN
FIELD:	NN
DRAWN:	T.J.
CHECKED:	PN

TOUCHMARK DEVELOPMENT & CONSTRUCTION COMPANY
5150 SOUTHWEST GRIFFIN DRIVE
BEAVERTON, OREGON 97005

FINAL PLAT FOR - TOUCHMARK AT THE RANCH
A PLANNED AREA DEVELOPMENT
PART OF THE WEST HALF OF SECTION 31 T11N, R1W
LOT & EASEMENT PLAN

GRANITE BASIN ENGINEERING, INC
1981 Commerce Center Circle Suite B Prescott, AZ 86301 928.717.0171

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- ☐ FOR RECORDING ONLY
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- ☐ FOR AS-BUILT ONLY

REVISIONS

NUM.	DESCRIPTION	DATE	BY

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(OUTSIDE MARICOPA COUNTY)

3

FILE: Z:\Projects\TPAZ\13018 Planning-Entitlement-Platting\DWG\Survey\FINAL PLAT\13018 FINAL PLAT S4.dwg <<C3D_Imported>>

PLOTTED: Apr 06, 2015-2:02pm

LOT 1, LOT 2, AND TRACT DATA

PARCEL LINE TABLE

Line #	Length	Direction
L1	128.75	S52° 21' 58.18"E
L2	38.52	S34° 47' 50.81"E
L3	77.44	S12° 20' 24.00"W
L4	70.39	S18° 22' 31.73"W
L5	12.85	N5° 02' 20.86"W
L6	100.35	N2° 27' 53.10"W
L7	118.03	N11° 14' 40.83"E
L8	231.48	N9° 17' 00.86"E
L9	155.29	N2° 59' 29.00"E
L10	65.54	N25° 17' 31.13"E
L11	69.32	N39° 27' 38.78"E
L12	53.22	N47° 19' 08.90"E
L13	34.32	N89° 34' 15.29"E
L14	70.08	N81° 03' 08.30"W
L15	409.11	N45° 59' 25.18"W
L16	39.85	N56° 00' 14.92"W
L17	445.72	S57° 07' 44.63"W
L18	45.10	S21° 49' 44.63"W
L19	228.25	S1° 12' 19.63"W
L20	206.32	S88° 47' 45.46"E
L21	237.50	N36° 32' 36.58"W
L22	30.33	N68° 17' 45.64"W
L23	49.53	S49° 07' 26.24"W
L24	44.98	S68° 10' 24.07"W
L25	69.89	N61° 13' 42.59"E
L26	197.52	N9° 13' 22.28"E
L27	25.20	N9° 20' 05.23"E
L28	60.00	N82° 18' 23.37"W
L29	23.60	S9° 23' 39.41"W
L30	244.14	S36° 32' 36.58"E
L31	206.32	N88° 47' 45.46"W

PARCEL LINE TABLE

Line #	Length	Direction
L32	209.00	N1° 12' 19.63"E
L33	13.71	N1° 12' 19.63"E
L34	197.52	S9° 13' 22.28"W
L35	87.78	S20° 37' 27.32"W
L36	87.78	S32° 18' 49.55"W
L37	87.78	S44° 00' 11.78"W
L38	87.78	S55° 41' 34.01"W
L39	87.78	S67° 22' 56.24"W
L40	87.78	S79° 04' 18.47"W
L41	69.95	S89° 04' 48.09"W
L42	371.44	N88° 47' 45.46"W
L43	98.73	S1° 16' 01.70"W
L44	79.16	S1° 03' 08.04"W
L45	36.04	S1° 12' 19.63"W
L46	121.91	S82° 26' 23.46"E
L47	774.09	S89° 50' 35.37"E
L48	333.19	N80° 59' 23.63"E
L49	251.89	S74° 51' 11.37"E
L50	233.67	S37° 49' 04.54"E
L51	57.29	S87° 35' 18.14"E
L52	63.92	S87° 42' 41.28"E
L53	24.38	S86° 39' 56.39"E
L54	27.79	N79° 08' 08.34"E
L55	71.09	N79° 53' 58.60"E
L56	108.99	N80° 19' 40.84"E
L57	41.83	N80° 19' 40.84"E
L58	223.53	N7° 28' 27.33"W
L59	22.49	N7° 29' 11.53"W
L60	137.10	N75° 50' 26.44"W
L61	86.56	N56° 49' 47.06"W
L62	145.42	S85° 57' 46.63"W

PARCEL LINE TABLE

Line #	Length	Direction
L63	81.64	S74° 15' 19.83"W
L64	130.45	N87° 31' 02.37"W
L65	61.02	S68° 29' 57.56"W
L66	58.48	N87° 00' 42.37"W
L67	212.22	N83° 35' 12.05"W
L68	65.35	N58° 23' 32.02"W
L69	23.64	N19° 00' 21.57"W
L70	44.11	N5° 46' 59.44"W
L71	17.27	S85° 17' 10.33"W
L72	349.11	S85° 17' 10.33"W
L73	297.13	S82° 15' 28.99"W
L74	340.92	N86° 10' 39.90"W
L75	107.84	N3° 11' 18.99"E
L76	394.62	S85° 02' 08.01"E
L77	189.29	N78° 39' 21.99"E
L78	405.71	N61° 16' 54.23"E
L79	38.00	S61° 18' 54.23"W
L80	37.69	N10° 21' 23.85"E
L81	57.89	N2° 29' 25.45"W
L82	120.24	N9° 39' 29.71"E
L83	60.76	N0° 21' 14.73"E
L84	184.23	N8° 55' 06.81"W
L85	120.89	N5° 02' 20.66"W
L86	535.60	N77° 39' 36.00"W
L87	19.74	S36° 32' 36.58"E
L88	28.98	N53° 27' 23.42"E
L89	200.42	N90° 00' 00.00"E
L90	69.70	S36° 32' 36.58"E
L91	65.71	S36° 14' 32.77"E
L92	61.31	S30° 10' 17.63"E
L93	57.28	S22° 16' 59.88"E

PARCEL LINE TABLE

Line #	Length	Direction
L94	54.83	S14° 49' 36.22"E
L95	49.51	S7° 59' 17.18"E
L96	57.77	S0° 39' 59.30"E
L97	87.78	S8° 56' 05.09"W
L98	100.38	N89° 30' 11.58"E
L99	75.57	N55° 52' 06.45"E
L100	76.34	N12° 35' 43.67"E
L101	83.73	N28° 37' 04.43"W
L102	209.46	N36° 32' 36.58"W
L103	214.61	S1° 11' 34.85"W
L104	156.55	N88° 47' 45.46"W
L105	5.00	S1° 12' 19.63"W
L106	156.55	S88° 47' 40.37"E
L107	129.00	S1° 11' 34.85"W
L108	45.23	S68° 10' 24.07"W
L109	69.89	N61° 13' 42.59"E
L110	136.88	N88° 37' 36.64"W
L111	181.25	N88° 52' 23.42"W
L112	561.34	S1° 08' 36.01"W
L113	196.36	S1° 16' 26.85"W
L114	2.62	S1° 16' 26.85"W
L115	100.18	N89° 29' 50.09"E
L116	186.42	S80° 18' 41.68"E
L117	10.64	S85° 57' 44.11"E
L118	32.75	S42° 39' 22.97"E
L119	13.33	N34° 14' 33.26"E
L120	105.99	N53° 27' 23.42"E

PARCEL CURVE TABLE

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	79.06	85.00	53.29	S14° 18' 17"E	78.24
C2	41.94	170.00	14.14	S14° 45' 41"W	41.83
C3	91.11	58.00	90.00	S43° 47' 43"E	82.03
C4	537.34	241.00	127.75	N27° 19' 49"E	432.75
C5	48.13	144.78	19.05	S58° 38' 55"W	47.91
C6	471.97	156.26	173.06	N25° 17' 57"W	311.95
C7	123.87	233.74	30.36	N48° 02' 46"E	122.43
C8	88.28	233.74	21.64	N20° 02' 40"E	87.75
C9	0.87	26.00	1.91	S37° 30' 01"E	0.87
C10	465.99	209.00	127.75	S27° 19' 49"W	375.29
C11	40.84	26.00	90.00	N43° 47' 43"W	36.77
C12	52.42	44.00	68.26	N35° 20' 10"E	49.38
C13	241.65	50.50	274.17	N67° 37' 10"W	68.77
C14	19.90	44.00	25.91	S11° 45' 01"E	19.73
C15	58.45	215.00	15.58	S35° 17' 01"W	58.27
C16	36.13	26.00	79.62	S3° 15' 51"W	33.29
C17	33.29	26.00	73.37	N75° 08' 31"W	31.07
C18	653.19	216.26	173.06	N25° 17' 57"W	431.73
C19	157.69	173.74	52.00	N35° 13' 38"E	152.34

LOT 3 THROUGH 34 DATA

PARCEL LINE TABLE

Line #	Length	Direction
L200	200.42	N90° 00' 00.00"W
L201	28.98	S53° 27' 23.42"W
L202	48.22	S36° 32' 36.58"E
L203	69.70	N36° 32' 36.58"W
L204	65.71	N36° 14' 32.77"W
L205	236.49	N90° 00' 00.00"W
L206	65.97	S36° 32' 36.58"E
L207	61.31	N30° 10' 17.63"W
L208	236.06	N90° 00' 00.00"W
L209	65.97	S36° 32' 36.58"E
L210	57.28	N22° 16' 59.88"W
L211	227.59	N90° 00' 00.00"W
L212	57.34	S36° 32' 36.58"E
L213	54.83	N14° 49' 36.22"W
L214	210.22	N90° 00' 00.00"W
L215	49.51	N7° 59' 17.18"W
L216	196.77	N90° 00' 00.00"W
L217	57.77	N0° 39' 59.30"W
L218	191.19	N90° 00' 00.00"W
L219	87.78	N8° 56' 05.09"E
L220	190.00	N86° 54' 36.02"W
L221	87.78	N20° 37' 27.32"E
L222	190.00	N75° 13' 13.79"W
L223	87.78	N32° 18' 49.55"E
L224	190.00	N63° 31' 51.56"W
L225	87.78	N44° 00' 11.78"E
L226	190.00	N51° 50' 29.33"W
L227	87.78	N55° 41' 34.01"E
L228	190.00	N40° 09' 07.10"W
L229	87.78	N67° 22' 56.24"E
L230	190.00	N28° 27' 44.88"W

PARCEL LINE TABLE

Line #	Length	Direction
L231	87.78	N79° 04' 18.47"E
L232	190.00	N16° 46' 22.65"W
L233	69.95	N89° 04' 48.09"E
L234	190.00	N5° 05' 00.42"W
L235	22.72	N88° 47' 45.46"W
L236	53.00	S88° 47' 45.46"E
L237	190.00	N1° 11' 49.98"E
L238	53.00	N88° 47' 45.46"W
L239	64.00	S88° 47' 45.46"E
L240	190.00	N1° 11' 49.98"E
L241	64.00	N88° 47' 45.46"W
L242	70.00	S88° 47' 45.46"E
L243	190.00	N1° 11' 49.98"E
L244	68.60	N88° 47' 45.46"W
L245	20.29	S1° 16' 01.70"W
L246	184.44	S88° 47' 45.46"E
L247	190.03	N2° 13' 19.64"E
L248	5.60	S1° 14' 03.77"W
L249	46.58	S1° 12' 19.63"W
L250	60.80	S1° 12' 19.63"W
L251	78.32	S1° 16' 01.70"W
L252	237.16	N40° 46' 08.71"E
L253	133.20	N80° 13' 48.41"E
L254	74.75	N1° 12' 19.63"E
L255	14.83	S1° 12' 48.77"W
L256	96.33	S1° 14' 03.77"W
L257	129.65	S88° 47' 37.16"E
L258	94.75	N1° 12' 19.63"E
L259	59.03	S1° 15' 25.18"W
L260	35.72	S1° 12' 48.77"W
L261	129.59	S88° 47' 37.16"E

PARCEL LINE TABLE

Line #	Length	Direction
L262	94.75	N1° 12' 19.63"E
L263	7.81	S1° 29' 48.92"W
L264	86.94	S1° 15' 25.18"W
L265	129.48	S88° 47' 37.16"E
L266	9.95	N1° 12' 19.63"E
L267	41.23	S1° 07' 49.53"W
L268	65.56	S1° 29' 48.92"W
L269	32.36	S56° 42' 07.34"E
L270	100.18	S89° 29' 50.09"W
L271	106.21	S1° 07' 49.53"W
L272	100.66	S82° 13' 03.27"E
L273	130.49	S27° 01' 01.31"E
L274	186.42	N80° 18' 41.68"W
L275	124.61	N1° 11' 34.85"E
L276	32.75	N42° 39' 22.97"W
L277	10.64	N85° 57' 44.11"W
L278	128.05	S40° 27' 30.50"W
L279	13.71	S1° 12' 19.63"W
L280	156.55	S88° 47' 45.46"E
L281	90.00	N1° 11' 34.85"E
L282	98.35	N88° 47' 45.46"W
L283	156.55	N88° 47' 40.37"W
L284	75.00	S1° 12' 19.63"W
L285	2.00	S1° 12' 14.54"W
L286	76.98	N1° 11' 34.85"E
L287	156.56	N88° 48' 10.02"W
L288	78.00	S1° 12' 19.76"W
L289	52.02	N1° 11' 34.85"E
L290	130.60	S88° 47' 45.46"E
L291	156.58	N88° 47' 45.46"W
L292	54.00	S1° 12' 19.63"W

PARCEL LINE TABLE

Line #	Length	Direction
L293	209.46	S36° 32' 36.58"E
L294	83.73	S28° 37' 04.43"E
L295	76.34	S12° 35' 43.67"W
L296	75.57	S55° 52' 06.45"W
L297	100.38	S89° 30' 11.58"W
L298	26.00	S1° 11' 34.85"W
L299	80.00	S1° 11' 34.85"W
L300	75.73	S88° 47' 45.46"E
L301	244.14	N36° 32' 36.58"W
L302	105.99	S53° 27' 23.42"W

PARCEL CURVE TABLE

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C200	8.52	241.00	2.02	S35° 31' 52"E	8.52
C201	59.85	241.00	14.23	S27° 24' 14"E	59.70
C202	50.69	241.00	12.05	S14° 15' 50"E	50.59
C203	47.65	241.00	11.33	S2° 34' 28"E	47.57
C204	49.17	241.00	11.69	S8° 56' 05"W	49.08
C205	49.17	241.00	11.69	S20° 37' 27"W	49.08
C206	49.17	241.00	11.69	S32° 18' 50"W	49.08
C207	49.17	241.00	11.69	S44° 00' 12"W	49.08
C208	49.17	241.00	11.69	S55° 41' 34"W	49.08
C209	49.17	241.00	11.69	S67° 22' 56"W	49.08
C210	49.17	241.00	11.69	S79° 04' 18"W	49.08
C211	28.45	241.00	6.29	S88° 03' 37"W	26.43
C212	39.78	58.00	39.30	N69° 08' 45"W	39.01
C213	40.21	58.00	39.73	N29° 37' 58"W	39.41
C214	11.11	58.00	10.98	N4° 16' 56"W	11.09
C215	19.90	44.00	25.91	N11° 45' 01"W	19.73
C216	51.12	50.50	58.00	N4° 17' 46"E	48.97
C217	42.50	50.50	48.22	N57° 24' 33"E	41.26
C218	44.70	50.50	50.72	S73° 07' 17"E	43.26
C219	54.75	50.50	62.12	S16° 42' 09"E	52.11
C220	52.42	44.00	68.26	S35° 20' 10"W	49.38
C221	48.57	50.50	55.11	S41° 54' 46"W	46.72
C222	40.84	26.00	90.00	S43° 47' 43"E	36.77
C223	465.99	209.00	127.75	N27° 19' 49"E	375.29
C224	0.87	26.00	1.91	N37° 30' 01"W	0.87

EASEMENT DATA

EASEMENT ℄ TABLE

Line #	Length	Direction
L400	41.82	N40° 27' 30.50"E
L401	7.37	S8° 34' 57.88"E
L402	12.67	S25° 17' 29.87"W
L403	28.04	S59° 35' 09.22"W
L404	58.14	S70° 59' 36.53"W
L405	31.58	S41° 26' 29.37"W
L406	38.35	S4° 53' 41.45"W
L407	97.98	S1° 54' 11.10"E
L408	95.50	S6° 26' 55.83"E
L409	86.37	S4° 41' 59.19"E
L410	13.30	S47° 07' 06.39"E
L411	82.32	S88° 47' 38.34"E
L412	16.35	N54° 20' 17.43"W
L413	89.35	N53° 37' 00.70"W
L414	103.06	N57° 05' 11.66"W
L415	45.56	N12° 21' 23.42"E
L416	116.23	N34° 54' 12.78"E
L417	24.00	N80° 39' 05.85"E
L418	34.04	N80° 40' 28.22"E
L419	85.49	S54° 46' 59.78"E
L420	105.51	S10° 08' 33.15"E
L421	21.99	S10° 08' 45.05"E
L422	31.13	S12° 21' 23.42"W
L423	207.62	N77° 38' 36.58"W
L424	61.81	N77° 38' 36.58"W
L425	46.75	N77° 38' 35.61"W
L426	60.12	S10° 09' 36.00"E
L427	28.47	S10° 09' 36.00"E
L428	10.27	S10° 09' 36.00"E
L429	114.44	S10° 09' 36.00"E
L430	25.49	S12° 20' 21.94"W

EASEMENT ℄ TABLE

Line #	Length	Direction
L431	173.87	S12° 20' 24.30"W
L432	44.44	S57° 20' 02.12"W
L433	114.99	N77° 39' 36.00"W
L434	301.25	N77° 39' 36.00"W
L435	29.14	N77° 39' 33.21"W
L436	39.50	N12° 20' 24.00"E
L437	115.79	N12° 20' 24.00"E
L438	8.00	N12° 20' 24.00"E
L439	19.32	N12° 20' 24.00"E
L440	8.03	N12° 20' 24.00"E
L441	86.92	N30° 56' 56.28"W
L442	6.30	N36° 54' 43.85"E
L443	159.80	N36° 54' 43.85"E
L444	30.87	N12° 20' 24.00"E
L445	107.45	N12° 20' 24.00"E
L446	17.05	N12° 20' 24.00"E
L447	87.08	N12° 20' 24.00"E
L448	94.88	S77° 39' 36.00"E
L449	14.33	S77° 39' 36.00"E
L450	90.14	S77° 39' 36.00"E
L451	126.46	S77° 39' 36.00"E
L452	59.90	S77° 39' 36.00"E
L453	104.15	S12° 20' 24.00"W
L454	97.58	S12° 20' 24.00"W

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

REVISIONS

NUM.	DESCRIPTION	DATE	BY

☐ FOR REVIEW ONLY
☐ FOR BID ONLY
☒ FOR APPROVAL ONLY
☐ FOR RECORDING ONLY
☐ FOR CONSTRUCTION ONLY
☐ FOR AS-BUILT ONLY

GRANITE BASIN ENGINEERING, INC.
1981 Commerce Center Circle Suite B
Prescott, AZ 86301
928.717.0171

TOUCHMARK DEVELOPMENT & CONSTRUCTION COMPANY
5150 SOUTHWEST GRIFFIN DRIVE
BEAVERTON, OREGON 97005

FINAL PLAT FOR - TOUCHMARK AT THE RANCH
A PLANNED AREA DEVELOPMENT
PART OF THE WEST HALF OF SECTION 31, T14N, R1W
GEOMETRIC DATA

33861
THOMAS A. LILLZTO
ARIZONA, U.S.A.

JOB:	13018
DATE:	APRIL 2015
SCALE:	AS SHOWN
FIELD:	NH
DRAWN:	TL
CHECKED:	PN

4

SHEET 4 OF 4

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **Voting Session** **4-28-15**

DEPARTMENT: **Community Development**

AGENDA ITEM: Award of City Contract No. 2015-169 for the Prescott Area Shelter Services (PASS) Phase II Family Shelter Renovation Project at 337 N. Rush Street to Copper Sun Construction, LLC, in the total amount of $56,830.00, to include Bid Alternate 1

Approved By:

Director:	Guice, Tom	04/22/2015
City Manager:	McConnell, Craig	04/22/2015

Item Summary

This project was previously bid in 2014, but the results exceeded the available budget. The current Base Bid and Alternate 1 are within the available grant budget.

Background

The PASS Phase II Family Shelter Renovation Project is funded entirely by Community Development Block Grant (CDBG) funds. The work consists of repairs on all three floors, a backflow device, and six potential bid alternates (fire sprinklers, fencing, HVAC, paving, interior wall repairs, and an enhanced security system).

The project was re-advertised February 23, 2015, and March 2, 2015, with a mandatory pre-bid meeting on March 5th. Five general contractors attended the mandatory pre-bid meeting and two submitted bids, which were received on March 26, 2015.

Bids Received:

CONTRACTOR	BASE BID	ALT 1	~~ALT 2~~	~~ALT 3~~	~~ALT 4~~	~~ALT 5~~	~~ALT 6~~	TOTAL
Koyuk General Contractors Prescott Valley, AZ	42,485.00	19,456.00	~~5,500.00~~	~~2,800.00~~	~~1,200.00~~	~~6,800.00~~	~~No bid~~	**61,941**
Copper Sun Construction, Apache Junction, AZ	39,128.20	17,701.80	~~10,236.64~~	~~5,381.13~~	~~10,642.8~~	~~7,602.00~~	~~7,643.27~~	**56,830**

Agenda Item: Award of City Contract No. 2015-169 for the Prescott Area Shelter Services (PASS) Phase II Family Shelter Renovation Project at 337 N. Rush Street to Copper Sun Construction, LLC, in the total amount of $56,830.00, to include Bid Alternate 1

The bid solicitation contained various alternates. Bid Alternate 1 is for installation of a fire sprinkler system that, while not strictly required by code, would significantly enhance the safety of the shelter operation. It is recommended that this bid alternate be awarded along with the Base Bid. Once the work in the Base Bid and Bid Alternate 1 have been accomplished, the remaining project scope can be re-evaluated, and if sufficient funding is available, rebid.

Financial Impact

This project is funded 100% through the CDBG. Program. The recommended Base Bid and Bid Alternate 1 are within the available grant budget.

Attachments

1. Bid form of Copper Sun Construction, LLC
2. Contract No. 2015-169

Recommended Action: MOVE to award City Contract No. 2015-169 to Copper Sun Construction, LLC, in the total amount of $56,830.00, for the Base Bid and Bid Alternate 1.

Bid Form A – Bidder Response Cover Sheet ***(return with bid)***

City of Prescott

Solicitation Response

Solicitation Number: **CDBG PY13-008, PRESCOTT AREA FAMILY SHELTER -PHASE II**

Description: 337 N. Rush St.

Please note all that apply:

☐ **Total Price including tax (do not consider Options) ....$** 39,128.20

☐ **Addenda Number(s) Received (if any) ....** 1

☐ **Original and signed Bid Forms A through G and two (2) photocopies of same.**

Business Name: Copper Sun Construction LLC DUNS # 610732096

Business Address: 320 N. Don Peralta Rd. AZ ROC # 211192
Apache Junction AZ 85119

Business Phone: (480) 797-9981

Business Contact: Ella Springfield e:mail cscllcaz@gmail.com

Business Payroll: Bambi Wagner e:mail cscllcaz@gmail.com

E-mail Address: cscllcaz @ gmail.com

Fax: (480) 288-1099

Supplier Comments:

BID FORM B – PRICE SHEET (RETURN WITH BID)

BASE BID		
1.	Upper Floor – work as listed	$ 2400.00
2.	Main Floor – work as listed	$ 26,909.00
3.	Lower Floor – work as listed	$ 4,890.00
4.	Site – RPZ valving	$ 1,775.00
	Contingency	
	Miscellaneous / Other	$ 3,154.20
	TOTAL BASE BID AMOUNT **Including all applicable sales tax, materials, supplies, labor, overhead, profit**	**$** 39,128.20

ALTERNATES		
Alternate 1.	Fire Sprinkler System	$ 17,701.80
Alternate 2.	Interior Walls	$ 10,236.64
Alternate 3.	Fencing	$ 5381.13
Alternate 4.	Concrete Paving	$ 10,642.80
Alternate 5.	Air Conditioning	$ 7,602.00
Alternate 6.	Security System	$ 7,643.27

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, transportation, and services for the Family Shelter Project project and hereby declares that he or she has visited the site and examined the contract documents relating to the work covered by the above bid.

Days Required for Completion Upon Execution of Contract: 45 **days**

33, 66, + 100%

Payment Terms: Progress Pymts Dated this 23 day of March 2015

Signature Title Vice President

CONSTRUCTION CONTRACT

Rehabilitation Project for Prescott Area Shelter Services

THIS AGREEMENT, made and entered into this 28th day of April, 2015, by and between Copper Sun Construction, LLC, 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: Rehabilitation Project for Prescott Area Shelter Services (CDBG Funded Project #13-008), Base bid and Alternate 1. The project shall consist of installation of various upgrades and improvements including installing two egress windows, creating an ADA accessible bathroom on the main floor, and installing a fire sprinkler system. The installation of improvements and the material therein for the City shall be in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Community Development Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Community Development Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Technical Specifications, Special Provisions, Addenda, if any, Proposal and Insurance Requirements as accepted by the Mayor and Council per Council Minutes of April 28, 2015, Performance 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 Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, and to fully complete the same within forty-five (45) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General Conditions.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of Fifty Six Thousand, Eight Hundred Thirty Dollars and 00/100 cents ($56,830.00), plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

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 therefrom 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 - LIQUIDATED DAMAGES: All time limits stated in the contract documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these contract documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of $100.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of $100.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI – 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 XII - 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. Bond 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 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 XIII - 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:

Community Director	Ella Springfield
City of Prescott	Copper Sun, LLC
201 South Cortez Street	320 North Don Peralta Road
Prescott, AZ 86301	Apache Junction, AZ 85119

D. This Agreement shall be construed under the laws of the State of Arizona.

E. 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.

F. 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.

G. 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.

H. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".

I. 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:

Dana R. DeLong, City Clerk

Approved as to Form:

Jon M. Paladini, City Attorney

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: **VOTING SESSION** **4-28-15**

DEPARTMENT: **Public Works**

AGENDA ITEM: Adoption of Resolution No. 4284-1493 providing for centralization of wastewater treatment for system capital planning

Approved By:		**Date:**
Director:	Hash, Henry	04/09/2015
City Manager:	McConnell, Craig	04/20/2015

Item Summary

Adoption of this resolution will provide formal direction to consolidate treatment of wastewater, transitioning from the present two plants to a single location, the Airport Water Reclamation Facility.

Background

On March 3, 2015, the Prescott City Council was presented with alternatives for the future treatment wastewater. The presentation addressed the capacity limitations of the Sundog Wastewater Treatment Plant (WWTP) and options for improvements. As illustrated during the presentation, the limitations of the Sundog WWTP can be effectively managed through eventual centralization of the treatment facilities at the Airport Water Reclamation Facility (WRF).

Project Schedule

Fiscal Year 2016-2018 projects to move toward centralization were included in the recent Utility Rate and Impact Fee Study. Fiscal Year 2019-2021 projects necessary to centralize will also be incorporated in the next 5-year Wastewater Capital Improvement Plan.

Financial Impact

Fiscal Year 2019-2021 projects necessary for centralization will be included in the next Utility Rate and Impact Fee Study, and funded from the Wastewater Fund. The funding requirements for the centralization scenario, as identified in the March 3, 2015, presentation, total approximately $45 million, which is $20 million less than the $65 million two-plant scenario.

Agenda Item: Adoption of Resolution No. 4284-1493 providing for centralization of wastewater treatment for system capital planning

Attachment

1. Resolution No. 4284-1493

Recommended Action: MOVE to adopt Resolution No. 4284-1493.

RESOLUTION NO. 4284-1493

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PROVIDING FOR CENTRALIZED WASTEWATER TREATMENT FOR SYSTEM CAPITAL PLANNING.

RECITALS:

WHEREAS, the City's wastewater treatment plants presently accept an average flow of 3.7 million gallons per day (mgd) from 18,425 customer accounts; and

WHEREAS, the Airport Water Reclamation Facility (WRF) treats an average of 1.1 mgd and the Sundog Wastewater Treatment Plant (WWTP) treats an average of 2.6 mgd; and

WHEREAS, wet weather events have generated peak flows in excess of 10 mgd at the Sundog WWTP, and as such are a critical factor in improvement of the wastewater collection and treatment system; and

WHEREAS, the Sundog WWTP, constructed in 1979, was upgraded in 1989, 1999, and 2013, and has a current treatment capacity 3.0 mgd, necessitating that design of additional capacity within the wastewater treatment system be commenced; and

WHEREAS, the Airport WRF was reconstructed in 2014 to an increased treatment capacity of 3.75 mgd, and can be further expanded in phases; and

WHEREAS, centralization of treatment at a single location has been evaluated, with the conclusion that improvements to the collection system and the Airport WRF to perform centralized treatment, and reliance upon the Sundog WWTP to assist with peak flows by accomplishing grit removal, equalization/storage, and pumping, is feasible; and

WHEREAS, wastewater treatment centralization will afford significant advantages including reduction in required capital investment, production of A+ quality effluent for all reuse and recharge purposes, avoidance of full reconstruction of the Sundog WWTP, elimination of recurring odors generated by the Sundog WWTP for more compatible land use, the streamlining of treatment operations and decrease in operating budgets, an opportunity for more sustainable operations (e.g., utilization of methane produced by treatment to offset plant energy costs, and proximity to potential solar power generation); and

WHEREAS, the total capital cost of implementing centralized treatment is estimated to be $20 million less than the cost of upgrading the Sundog WWTP to maintain present two-plant treatment, thus making centralization the most cost effective approach.

ENACTMENTS:

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

SECTION 1. THAT the Public Works Department is hereby directed to proceed with wastewater system capital planning based upon centralized treatment at the Airport Water Reclamation Facility, to include Phase 2 expansion of that facility.

SECTION 2. THAT the Wastewater Fund Capital Improvement Program, consisting of the various collection and treatment projects contained therein, shall be aligned to the centralized treatment approach.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

DANA R. DeLONG
City Clerk

APPROVED AS TO FORM:

JON M. PALADINI
City Attorney

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-158 for the FY 2015 Pavement Rehabilitation Project to Asphalt Paving & Supply, Inc., in the amount of $2,039,609.20

Approved By:		**Date:**
Director:	Hash, Henry	04/15/2015
City Manager:	McConnell, Craig	04/22/2015

Item Summary

This item is to award Contract No. 2015-158 for pavement rehabilitation on the following City streets:

- W. Gurley Street (Gail Gardner Way to Thumb Butte Road)
- Thumb Butte Road (W. Gurley Street to City limit)
- Josephine Street
- Elwood Lane
- Sherwood Drive East
- Apollo Heights Drive
- Plaza Drive
- Plaza Court
- Sunset Park Drive
- Highland Avenue
- Scott Drive
- Willow Lake Road (Dells Lane to Meadow Lane)

In cooperation with Prescott Municipal Airport, the project also includes pavement repairs and rehabilitation of a portion of Taxiway Delta and connectors 4 and 5 to the primary runway at the Airport.

Background

The pavement rehabilitation work generally consists of removing, by milling, the upper two to three inches of existing asphalt pavement, crack sealing, and repaving with new hot mix asphalt. Utility covers will be adjusted to finish grade, traffic detector loops replaced, and new traffic striping applied. Pavement repairs in advance of the mill/overlay and concrete repairs such as some curbs and sidewalks, will be made at selected locations.

Pavement rehabilitation will help maintain the structural integrity of each of the roadway segments, produce a smoother riding surface, and extend pavement service life. The project also includes the application of an asphalt emulsion slurry seal coat on streets in the Cathedral Pines neighborhood.

The pavement rehabilitation at the Airport has a similar scope of work. The two sections of taxiway Delta connectors were identified as having the poorest Pavement Condition Index (PCI) according to a recent study conducted by the Aeronautics Division of ADOT.

Bid Results

The project was publicly noticed two consecutive weeks and a mandatory pre-bid meeting was held on March 25, 2015. In response to the City's request, four bids were received on April 9, 2015, as follows:

Base Bid

Bidder	Location	Total Bid
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	$2,039,609.20
Cactus Asphalt	Tolleson, AZ	$2,172,319.60
Fann Contracting, Inc.	Prescott, AZ	$2,267,954.44
Paveco, Inc.	Sun City, AZ	$2,540,959.83
Engineer's Estimate		*$2,508,269.90*

Additive Alternate Bid (Night Work at the Airport)

Bidder	Location	Total Bid
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	$11,500.00
Cactus Asphalt	Tolleson, AZ	$35,000.00
Fann Contracting, Inc.	Prescott, AZ	$ 4,800.00
Paveco, Inc.	Sun City, AZ	$ 7,500.00

Written confirmation of their bid has been received from Asphalt Paving & Supply, Inc. Verification of the company's license, bonding, references, and past performance of similar projects has been completed. The bid has been deemed responsive and balanced.

Award of the base bid in the amount of $2,039,609.20 is recommended. The amount of the additive alternate bid for the night work was determined not to be cost-effective relative to the work required.

Project Schedule

The contract allows one hundred (100) calendar days for completion, with project milestones listed below:

Award of Contract	April 28, 2015
Pre-Construction Meeting	Week of May 4, 2015
Notice to Proceed (NTP)	Week of May 18, 2015
Substantial Completion	Week of August 24, 2015

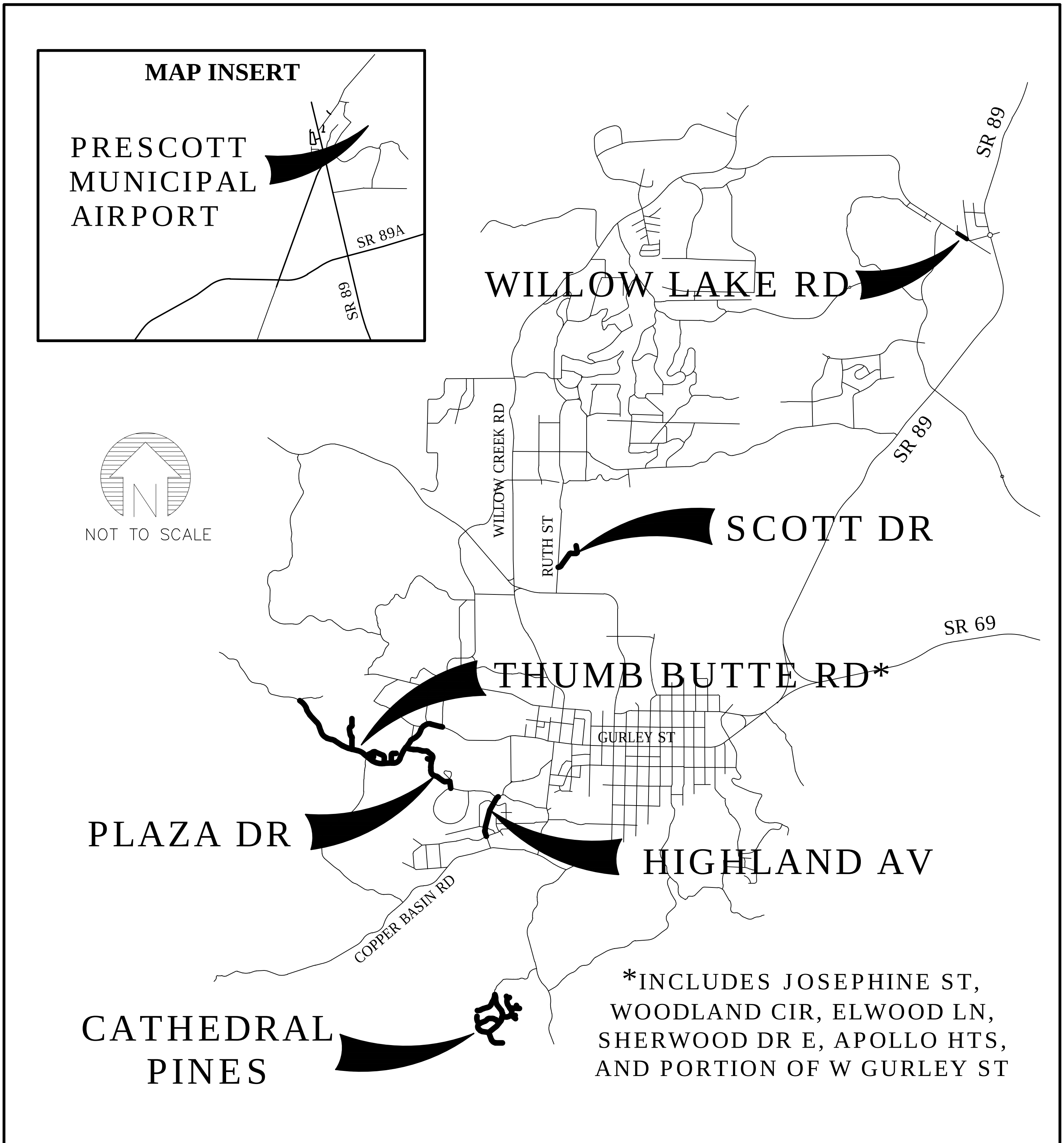
Financial Impact

FY 2015 funding for this project is available from the Streets and Open Space Fund ($1,749,689.20), and Airport Fund ($290,000).

Attachment

1. Vicinity Map

Recommended Action: MOVE to award City Contract No. 2015-158 for the FY 2015 Pavement Rehabilitation Project to Asphalt Paving & Supply, Inc, in the amount of $2,039,609.20.



PROJECT VICINITY MAP

FY 2015 PAVEMENT REHABILITATION PROJECT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: Public Works

AGENDA ITEM: Award of City Contract No. 2015-155 with AZTEC Engineering Group, Inc., for engineering services for the Darby Creek Way Reconstruction Project in an amount not to exceed $25,682.00

Approved By:		Date:
Director:	Hash, Henry	04/15/2015
City Manager:	McConnell, Craig	04/20/2015

Item Summary

This item is to award City Contract No. 2015-155 to AZTEC Engineering Group, Inc., in the amount of $25,682.00 for engineering design services for the Darby Creek Way Reconstruction Project, a component of the overall City Pavement Maintenance Program. Post-design services are included in this contract amount.

The engineering contract includes geotechnical investigations to establish proper pavement structural sections, subsurface utility investigations, surveying, design reports, plans and specifications, and post design/construction services. A separate construction project will result from this engineering contract. The attached scope of services and fee proposal will become Exhibit “A” to the standard City contract for professional services.

Background

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

1. Pavement Preservation - the application of asphalt pavement rejuvenating agents, microsurfacing, slurry seal coats, and chip seals; and
2. Pavement Rehabilitation - milling and removal of the top 2”-3” of existing pavement surface and repaving with new hot mix asphalt; and 3) pavement reconstruction - rebuilding the full pavement structural section including subgrade, aggregate base course, and new asphalt required when existing pavements cannot be cost effectively remedied by preservation or rehabilitation methods.

The Blackhawk Drainage and Pavement Improvements Project, which is currently under construction, includes the reconstruction of deteriorated pavement in the Blackhawk subdivision on those streets where the drainage improvements are being constructed. Darby Creek Way was not included in that project, as drainage improvements were not being constructed on Darby Creek Way. The pavement condition on Darby Creek Way falls into the category of reconstruction being required. Reconstructing Darby Creek Way will essentially complete pavement reconstruction of those streets in need of reconstruction in the neighborhood.

Procurement

The FY16-17 Pavement Preservation Program was separated into multiple projects to provide an efficient process to deliver the projects included in the next two years of the Program. A request for proposal for a list of potential projects was solicited from the consulting engineering community. Design professionals responded to this request, and a review of each firm's qualifications, project approach and desired projects was conducted. Aztec Engineering Group, Inc., was selected as the most qualified firm for this project.

Project Schedule

Engineering is scheduled to be completed within six (6) months of the Notice to Proceed following the schedule below.

Award of Contract	April 28, 2015
Pre-Design Meeting	Week of May 4, 2015
Notice to Proceed (NTP)	Week of May 11, 2015
Design Completion	November 2015

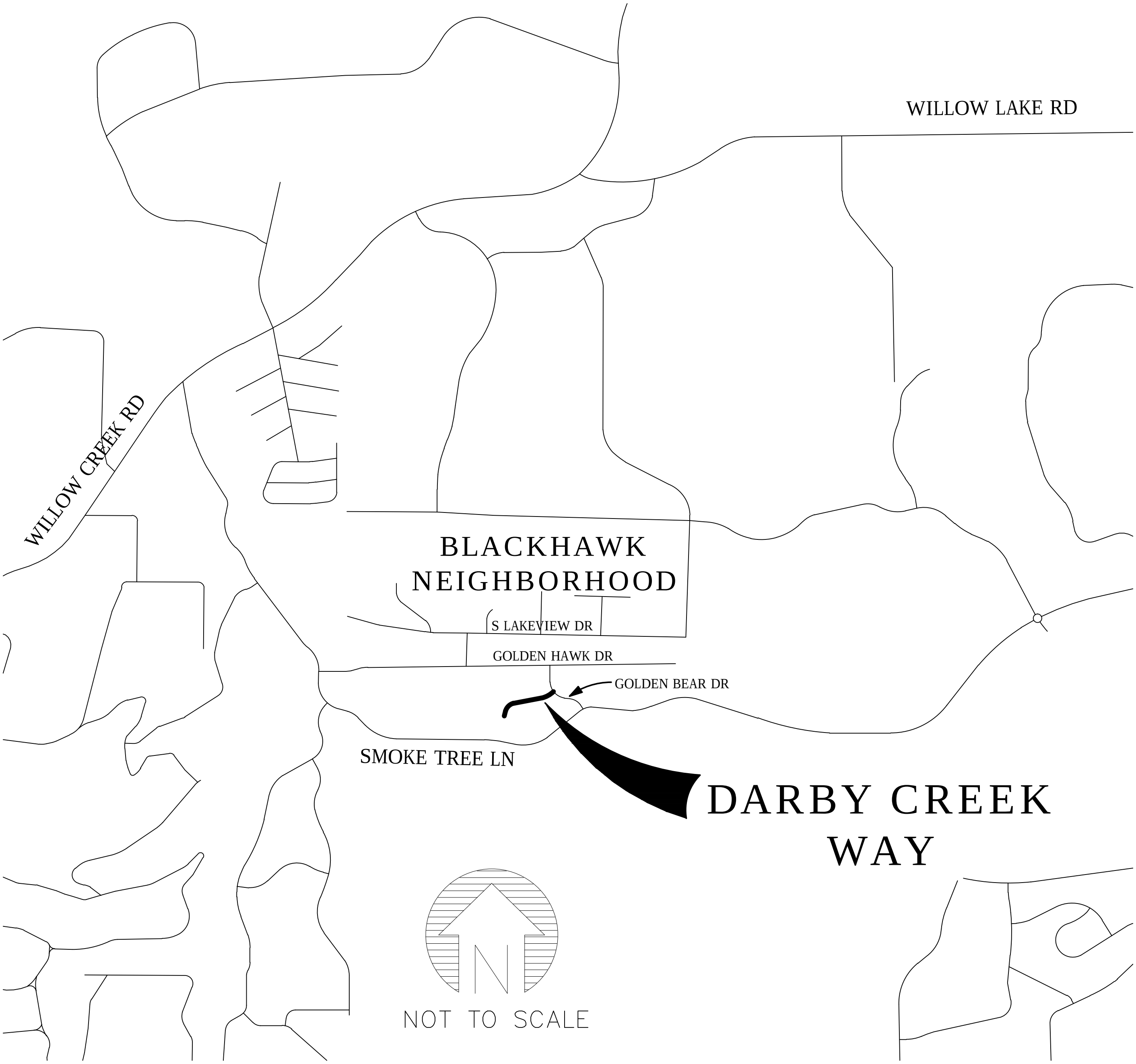
Financial Impact

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

Attachments

1. Vicinity Map
2. Scope and Fee Proposal

Recommended Action: MOVE to award City Contract No. 2015-155 to AZTEC Engineering Group, Inc., for engineering services for the Darby Creek Way Reconstruction Project in an amount not to exceed $25,682.00.



VICINITY MAP

DARBY CREEK WAY RECONSTRUCTION PROJECT

CITY OF PRESCOTT
PUBLIC WORKS DEPARTMENT

AZTEC
TYPSA Group www.aztec.us
www.typsa.es

318 Whitney Street
Prescott, AZ 86305
602-620-3785
602-454-0403

March 31, 2015

Mr. George Henderson
Project Manager
City of Prescott
433 North Virginia Street
Prescott, Arizona 86301

Subject: **Revised Scope of Work and Fee Proposal**
Darby Creek Way Reconstruction Project
AZTEC Project No.:AZE 1445

Dear Mr. Henderson,

AZTEC is pleased to offer the City of Prescott our design services for the Darby Creek Way Reconstruction Project. At this time, we are submitting four copies of the Cost Proposal for the referenced project. Included in the Cost Proposal are a detailed Scope of Work, Cost Derivations, Itemized Work Hours, Expenses and Subconsultant Cost Proposals.

We thank you for this opportunity to provide the City of Prescott with engineering design services. If you have any questions regarding the enclosed materials, please contact Andrew Baird using the contact information provided below.

Very truly yours,
AZTEC Engineering Group, Inc.

3.31.15

Andrew Baird, PE
Project Manager
(602) 620-3785
abaird@aztec.us

TABLE OF CONTENT

APPENDICES

Exhibit A

ENGINEERING SERVICES PROPOSAL

City of Prescott
Design Services for Darby Creek Way Reconstruction Project

<u>Scope of Work</u>

March 31, 2015

This scope of work (SOW) describes Engineering Services to be provided to the City of Prescott (CITY) for the Darby Creek Way Reconstruction Project. This SOW is based on the Scoping Meeting on 2/12/15 and subsequent scope review meeting on 3/26/15.

The duration of this design project is assumed to be 6 months from the Notice to Proceed (NTP) to Final Completion.

PROJECT DESCRIPTION

As part of the Fiscal Year (FY) 2016/2017 Pavement Reconstruction Program, the CITY has selected Darby Creek Way as a section of roadway for evaluation and reconstruction. This approximately 600’ section of roadway from Golden Bear Drive to the end of the cul-de-sac is substandard, exhibiting fatigue cracking and pavement sections below the existing lip of gutter. Additionally this project is adjacent to the Blackhawk Drainage and Pavement Improvements Project currently slated to start construction in early March. Improving this section of roadway would complete the reconstruction of neighborhood streets.

Tasks under this contract include:

- Darby Creek Roadway Design (AZTEC)
    - Roadway Design
    - Erosion Control
    - Utility Coordination
    - Final Specifications
    - Final Estimates
    - Project Management
    - Utility Designating and Potholing (Allowance)
- Geotechnical Investigation (ETC)
    - Borings
    - Testing
    - Reporting
- Topographic Surveying (Higgins Surveying)
- Post Design Services (AZTEC)
    - RFI and Shop Drawing Responses
    - Construction Meetings
    - As-Builts

TASK 1.0 – ROADWAY DESIGN AND COORDINATION (AZTEC)

Task 1.1 – Construction Document Production

This Task includes preparation of the 30% Conceptual Design, 90% Pre-Final Design, and 100% Final (Sealed) Plans on City of Prescott standard sheets using AutoCAD format for improvement plans associated with the project.

30% Conceptual Design Submittal - The following material will be developed and submitted for review:

- Conceptual design sheet with index and general notes, summary sheets and special details
- Conceptual roadway plan and profile sheet.
- Conceptual Erosion Control S
- Utility Base Map and identification of potential conflicts
- Identification of initial utility conflicts and preliminary plans of utility installations and/or relocations to be included in project construction
- Conceptual special details
- Quantities and bid item numbers
- Conceptual Technical specifications
- Identification of right of way requirements
- 30% Construction Cost Estimate

90% Pre-Final Design Submittal – Comments from the 30% Conceptual Submittal will be addressed and the following material will be completed, checked and submitted for review:

- Design sheet(s) with index and general notes
- Special details
- Pre-Final roadway plan and profile sheet
- Pre-Final Erosion Control Sheets
- Updated quantities and bid item numbers
- Final design calculations (if requested by the CITY)
- Updated technical specifications and supplementary conditions
- 90% construction cost estimate

100 % Final (Sealed) Submittal - The following material shall be submitted to the CITY for bid documents:

- A complete reproducible set of sealed and signed contract plans necessary to construct the improvements identified in this contract.
- A complete reproducible set of sealed and signed specifications and special provisions necessary to construct the improvements identified in this contract.
- Electronic versions of all plan sheets in AutoCAD compatible format on compact disk (CD) in CD-R format.

- Final and complete quantity summaries/bid tabulations.
- Final survey computations and original field books (If requested by the CITY).
- 100% construction cost estimate

Task 1.2 - General Items

This Task includes coordination, meetings, communications with the CITY, coordination with utilities in order to get consensus from the utility companies and to determine the design constraints. Also included in this task is Topographic Survey processing for use in the design plans.

TASK 2.0 – GEOTECHNICAL INVESTIGATION (ETC)

See Appendix D for Proposal from ETC.

TASK 3.0 – TOPOGRAPHIC SURVEYING (Higgins Surveying)

See Appendix D for Proposal from Higgins Surveying

TASK 4.0 – POST DESIGN SERVICES (AZTEC)

Work under this task includes:
- Attendance at the Pre-Bid conference (Assumes 1 at 2 hours)
- RFI and Shop Drawing Review (Assumes 4 RFIs at 2 hours/each and 2 Shop Drawings at 2 hours/each)
- Construction Meeting Attendance (Assumes 4 meetings at 1 hour/each)
- As-Builting – to be completed in Adobe PDF editor

EXPENSES
There is one category of expenses: Outside reproduction.

ASSUMPTION

It is assumed that Public Outreach will be handled through the Blackhawk Drainage and Pavement project therefore hours have not been included in the Scope of Work.

ALLOWANCES

The following allowances are included in this SOW:

- Allowance No. A1.0 Additional Design Items (AZTEC)

We anticipate that the Allowance work items will be authorized in the following manner:

When work items are required that are outside the lump sum scope items, AZTEC will notify the CITY Project Manager. This notification will include a description of the additional work and an estimated time and cost for the work items. Upon authorization from the CITY, AZTEC will proceed with the Allowance tasks and will bill the CITY on a Cost Plus basis not to exceed the cost provided to the CITY.

Descriptions of the Allowance items are provided below:

Allowance No. A1.0 Additional Design Items

Work under this allowance includes the design of a potential storm drain line in Darby Creek Way to tie into the Blackhawk Drainage and Pavement Improvements Project.

Potholing and Designating would be required for storm drain pipe design and alignments. The estimate for this task is included in the Expenses section.

STANDARD OF PROFESSIONAL CARE

AZTEC will perform its services consistently with the applicable standard of professional care, and in conformance with all applicable federal, state, and local laws, ordinances, and regulations.

AZTEC will correct, at its own expense, all known errors or omissions, to the extent caused by AZTEC during the performances of services under this CONTRACT.

Appendix A

Derivation of Cost Proposal

COST PROPOSAL
Darby Creek Way Reconstruction Project

Firm:	AZTEC ENGINEERING ARIZONA, LLC. 318 Whitney Street Prescott, AZ	Project Name:	Darby Creek Way Reconstruction Project
		COC Project Number:	TBD
Phone:	(602) 620-3785	AZTEC Project No.:	AZE1445
FAX:	(602) 454-0403		

DERIVATION OF COST PROPOSAL - SUMMARY
(Round Figures to the nearest $1.00)
Estimated Direct Labor

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Construction Manager/Project Manager	44	$ 150.00	$ 6,600
Engineer/Designer	54	$ 115.00	$ 6,210
Drafter/Technician	32	$ 90.00	$ 2,880
Sec/Clerical	12	$ 55.00	$ 660
Project Surveyor	2	$ 135.00	$ 270
2-Person Crew	0	$ 181.00	$ -
3-Person Crew	0	$ 210.00	$ -
Totals	144		$ 16,620

Total Estimated Labor **$ 16,620**

Estimated Direct Expenses
(Listed by Item at Estimated Actual Cost -- No Mark-up)

Outside Reproduction	$ 68	
Outside Messenger	$ -	
Mileage	$ -	
Total Estimated Expenses		**$ 68**

Subconsultants

ETC	$ 1,650.00	
Higgins Surveying	$ 400.00	
Total Subconsultants		**$ 2,050**

Allowances

Allowance Items	Method of Compensation CPNTE, LS, etc.	Cost
AZTEC		
Additional Design Services	CPNTE	$ 2,950
Designating/Potholing	CPNTE	$ 3,994

SUBTOTAL ALLOWANCES ESTIMATED COST (COST PLUS NOT TO EXCEED) **$ 6,944**

TOTAL ESTIMATED COST (LUMP SUM + ALLOWANCES) **$ 25,682**

Signature

Date

Appendix B

Direct Expense Breakdown

COST PROPOSAL
Darby Creek Way Reconstruction Project

DIRECT EXPENSE DOCUMENTATION (AZTEC)

OUTSIDE REPRODUCTION

Plan Submittals:
Half Size Bond Copies

	Number of Plan Sets			
	30%	90%	100%	
COP Distribution List	5	5	5	
Utilities	0	6	6	
AZTEC File Copy	1	1	1	
Working Sets	2	2	2	
Total Sets	**8**	**14**	**14**	
Est. No. of Shts/Set	4	4	4	
Total Sheets	32	56	56	0
@ $0.08/sht	$2.56	$4.48	$4.48	$0.00
Plus $3.07/Set Binding	$0.00	$0.00	$0.00	$0.00
Total Costs/Submittal	$2.56	$4.48	$4.48	$0.00
SUBTOTAL FOR PLAN SUBMITTAL:				**$12**

Utility Design Plans/Developer Site Plans Reproduction:
Full Size Bond Copies

	Number of Plan Sets	
Utility Design Plans	0	
Developer Site Plans		
Total Sets	**0**	
Est. No. of Shts/Set	30	
Total Sheets	0	
@ $0.08/sht	$0.00	
Plus $1.00/Set for holes	$0.00	
Total Costs/Submittal	$0.00	
SUBTOTAL FOR UTILITY/DEVELOPER REPRODUCTION:		**$0**

AZTEC ENGINEERING
Darby Creek Way Reconstruction Project

Report Copying:

	Est. No. of Shts.	No. of Copies	No. of Reports/ Submittals	Total Sheets
Specifications	20	10	4	800
Total 8.5 X 11 Copies				800
@ $0.04/copy				$32
SUBTOTAL FOR COPYING:			**$32**	

Plotting:

	Est. No. of Shts or Sets	Unit Cost	Total Cost
Outside Plotting of Full Size Mylars	4	$6.00	$ 24
SUBTOTAL FOR PLOTTING:		**$24**	

Presentation Boards:

	Est. of Number	Cost/ Unit		Total Cost
Plot and Mount Presentation Boards	0	$150		$0
SUBTOTAL FOR PRESENTATION BOARDS:			**$0**	

TOTAL FOR REPRODUCTION:

Plan Submittal Reproduction	$12
Utility/Developer Reproduction	$0
Report Copying	$32
Mylar Plotting	$24
Presentation Boards	$0

TOTAL OUTSIDE REPRODUCTION	**$68**

OUTSIDE MESSENGER SERVICE

	Est. Trips/ Month	Cost/ Trip	No. of Months	Total Costs
Messenger	0	$15.00	6	$0
TOTAL OUTSIDE MESSENGER SERVICE:			**$0**	

MILEAGE

	Est. Miles/ Month	No. of Months		Total Miles
Personal Mileage	0	6		0
Total Mileage				0
TOTAL MILEAGE COST @ $0.485/MILE:			**$0**	

TOTAL DIRECT EXPENSES	
Outside Reproduction	$68
Outside Messenger	$0
Mileage	$0
ADEQ Permits	$0
TOTAL DIRECT EXPENSES	**$68**

DIRECT EXPENSE - ALLOWANCE FOR ADDITIONAL DESIGNATING AND POTHOLES

	Est. of Qty	Cost/ Unit		Total Cost
Potholes	4	$500.00		$2,000
Traffic Control for Potholes	1	$500.00		$500
TOTAL POTHOLING:			**$2,500**	

	Est. of Length	Cost/ Unit		Total Cost
Utility Designating - underground	1,800	$0.83		$1,494
TOTAL UTILITY DESIGNATING:			**$1,494**	

TOTAL DIRECT EXPENSES - ALLOWANCE	
Additional Designating and Potholing	$3,994
TOTAL DIRECT EXPENSES - ALLOWANCE	**$3,994**

Appendix C

Estimated Work Hours

COST PROPOSAL
Darby Creek Way Reconstruction Project

TEAM AZTEC
Darby Creek Way Reconstruction Project
PROPOSED SHEET COUNT AND HOURS

ROADWAY DESIGN AND COORDINATION (AZTEC) - TASK 1.0		SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Proj. Princ.	Proj. Manager	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Sec./ Clerical	Proj. Surveyor	2-Person Crew	3-Person Crew	
CONSTRUCTION DOCUMENT PRODUCTION - TASK 1.1															
1.1.1	Cover sheet and key map	NA	1	8	8			-	4	4					
1.1.2	Roadway plan and profile sheet	40	1	22	22		2	-	8	8	4				
1.1.3	Erosion Control/SWPPP	40	1	16	16				8	8					
1.1.4	Detail Sheets/Geometric Control	NA	1	14	14		2		4	8					
1.1.5	Package Project Specifications (3 submittals 30%,90% and 100%)	NA	NA	NA	10		2		4		4				
1.1.6	Package Project Quantities (4 submittals 30%, 90% and 100%)	NA	NA	NA	10		2		4		4				
	Subtotal Plan Production		4	20	80	-	8	-	32	28	12	-	-	-	
GENERAL ITEMS - TASK 1.2															
1.2.1	Utility Coordination	NA	NA	NA	12		4		8	-					
1.2.2	As-builts and Data Collection	NA	NA	NA	8		2		2	4					
1.2.3	Process Topographic Survey	NA	NA	NA	2							2	-		
1.2.4	City of Prescott Coordination and Comment Meetings (Assume 4 at 2 hrs/mtg including notes)	NA	NA	NA	8		8		-	-					
1.2.5	Internal Team Meetings (2 meetings @ 1 hr)	NA	NA	NA	4		2		2	-					
1.2.6	Utility Coordination Meetings (2 meetings @ 2 hrs	NA	NA	NA	4		4								
	Subtotal General Items		-	NA	38	-	20	-	12	4	-	2	-	-	
ROADWAY DESIGN AND COORDINATION (AZTEC)			**4**	**20**	**118**	**-**	**28**	**-**	**44**	**32**	**12**	**2**	**-**	**-**	**$ 13,070.00**
GEOTECHNICAL (ETC) - TASK 2.0															
GEOTECHNICAL - TASK 2.1															
2.1.1	Geotechnical Investigation/Reporting	**See ETC Proposal Included in Appendix**													
GEOTECHNICAL (ETC)			**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**$ 1,650.00**
TOPOGRAPHIC SURVEYING (Higgins Surveying) - TASK 3.0															
TOPOGRAPHIC SURVEYING - TASK 3.1															
3.1.1	Topographic Surveying	**See Higgins Surveying Proposal Included in Appendix**													
TOPOGRAPHIC SURVEYING (Higgins Surveying)			**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4**	**-**	**$ 400.00**
POST DESIGN SERVICES (AZTEC)- TASK 4.0															
GENERAL ITEMS - TASK 4.1															
4.1.1	Pre-Bid Meeting (1 at 2 hours)	NA	NA	NA	2		2	-	-	-					
4.1.2	RFI/Shop Drawings (Assumes 4 RFI at 2 hours/each and 2 Shop Drawings at 2 hours/each)	NA	NA	NA	12		6	-	6	-					
4.1.3	Construction Meetings (Assumes the attendence of 4 construction meetings at 1 hours)	NA	NA	NA	4		4								
4.1.4	As-builts	NA	NA	NA	8		4		4						
TOTAL POST DESIGN SERVICES (AZTEC)					**26**	**NA**	**16**	**-**	**10**	**-**	**-**	**-**	**-**	**-**	**$ 3,550.00**
TOTALS			**4**		**144**	**-**	**44**	**-**	**54**	**32**	**12**	**2**	**-**	**-**	**$ 18,670.00**

TEAM AZTEC
Darby Creek Way Reconstruction Project
ALLOWANCES

ADDITIONAL DESIGN ITEMS (AZTEC)- TASK A1.0		SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Proj. Princ.	Proj. Manager	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Sec./ Clerical	Proj. Surveyor	2-Person Crew	3-Person Crew		
ADDITIONAL DESIGN ITEMS - TASK A1.1																
A1.1.1	Storm Drain Plan and Profile	40	1	20	20		4	-	8	8						
A1.1.2	Pothole Coordination	NA	NA	NA	6		2	-	2	2						
	Subtotal ADDITIONAL DESIGN ITEMS				26	-	6	-	10	10	-	-	-	-	**$**	**2,950.00**
TOTAL ADDITIONAL DESIGN ITEMS					**26**	**-**	**6**	**-**	**10**	**10**	**-**	**-**	**-**	**-**	**$**	**2,950.00**

Appendix D

Subconsultant Cost Proposals

COST PROPOSAL
Darby Creek Way Reconstruction Project

TYPSA Group
www.typsa.es
www.aztec.us

ENGINEERING & TESTING CONSULTANTS INC.

March 27, 2015

Mr. Andrew Baird, P.E.
AZTEC Engineering
4561 E. McDowell Road
Phoenix, Arizona 85008

SUBJECT: REVISED PROPOSAL FOR SUBSURFACE SOIL EXPLORATION – DARBY CREEK WAY, PRESCOTT, AZ

Dear Mr. Baird:

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

We understand that the project will include reconstruction of Darby Creek Way from Golden Bear to the west end of the road. Utility improvements are not anticipated.

The objective of this subsurface soil exploration and soil survey is to provide subsurface soil conditions and recommendations regarding site grading and pavement structural section for the proposed roadway improvements.

We propose the following scope of work.

SCOPE OF WORK

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

Field Exploration

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

- General site characteristics and pavement surface conditions.

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

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

- Thickness of existing pavement structural section.
- Subsurface soil characteristics, approximate boundary between soil types, and soil sampling.
- Water level measurements (if encountered).
- One (1) auger test borings will be drilled to a depth of approximately 4 to 5 feet below existing pavement grade, or to auger refusal. The borehole will be backfilled with auger cuttings and patched with a cold mix of asphaltic concrete.

Laboratory Analysis

Selected field samples will be tested for soil characteristics as determined by the geotechnical engineer

Exploration Report

A final report will be compiled that includes the following:

a. Boring log showing the stratification lines of the various soil types and pavement structure encountered during the field exploration.

b. Results from laboratory testing conducted on selected samples.

c. General pavement and surface conditions.

d. Description of the subsurface soil and/or rock conditions encountered.

e. Recommendations for design parameters as outlined in the request. Such parameters will include site grading and pavement structural section.

PAYMENT AGREEMENT

We estimate the subsurface soil exploration for Darby Creek Way to cost $1,650.00, and we propose to provide these services for a lump sum fee of $1,650.00. Should we encounter conditions which require additional exploration and/or testing, such conditions will be reviewed with the client prior to proceeding.

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

AUTHORIZATION TO PROCEED

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

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

Respectfully submitted,

ENGINEERING & TESTING CONSULTANTS, INC.

Richard G. Kelley

Richard G. Kelley, P.E.
Project Manager

Attachments: Appendix A
Enclosure: Attachment I

ACCEPTED AND APPROVED

Signature: ____________________________ Date: ________________

Printed
Name: ____________________________ Title: ________________

ETC

ATTACHMENT I
SCHEDULE OF FEES, UNIT CHARGES AND CONDITIONS

Engineering Services	Charge Rate (hourly)
Staff Engineer	$120.00
Project Engineer	$130.00
Sr. Project Engineer.	$145.00
Principal Engineer.	$155.00

Materials Testing Services	Charge Rate (hourly)
Engineering Technician	$70.00
Senior Level Engineering Technician	$75.00
Special Inspector	$70.00

Laboratory Testing	Charge Rate (each)
Soil Aggregate:	
Plasticity Index (wet prep)	$100.00
Plasticity Index (dry prep)	$65.00
Moisture Density Relationship	$120.00
Particle Size Analysis	$75.00
Geotechnical:	
Expansive Potential	$150.00
Expansive Index	$225.00
Consolidation/Swell	$175.00
Asphalt:	
Asphalt Content with Gradation by Ignition Method	$150.00
Marshall Density	$100.00
Rice Test	$120.00
Concrete/Grout/Mortar:	
Compression Tests (per Specimen)	$18.00
Compression Tests Drilled Cores (per Specimen)	$45.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The term, "observations," implies that we would observe the progress of the work we have agreed to be involved with and perform test from which to develop an opinion as to whether the work essentially complies with the job requirements.
With any manufactured product there are statistical variations in its uniformity and the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirement. Our proposal is for the scope of services requested by our Client. The degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent observation.

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

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

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

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

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

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

Higgins Surveying

1395 W Cliff Rose Rd.
Prescott, AZ 86305

928.445.4724

March 27, 2015

Mr. Andrew Baird, P.E.
AZTEC Engineering
318 Whitney Street
Prescott, Arizona 86305

SUBJECT: PROPOSAL FOR SURVEYING SERVICES – DARBY CREEK WAY, PRESCOTT, AZ

Dear Mr. Baird:

Higgins Surveying is pleased to submit our proposal to provide topographical surveying for the Darby Creek Way Project located in Prescott, Arizona. It is our understanding that this project will reconstruct Darby Creek Way from Golden Bear Drive to the cul-de-sac at the western limits of the road.

Scope of Work
We propose to provide topographic surveying consisting of curb/gutter, existing pavement, landscape features, survey monuments. The topographic survey limits will include the entire intersection of Darby Creek Way and Golden Bear Drive. The survey file will be processed by AZTEC Engineering for use in the roadway design.

Payment Agreement
We estimate surveying services for Darby Creek Way to cost $400.00. This is based on a two man crew for four hours at $100.00/hour.

Authorization to Proceed
If you are in agreement with the proposed Scope of Work and fees quoted above, please sign both copies of the proposal and return the original (Attn: Don Higgins, RLS).

Higgins Surveying thanks you for the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions please call (928) 445-4724.

Respectfully,

Higgins Surveying

Don Higgins, RLS 15331
Owner

Accepted and Approved

Signature:______________________________________ Date:____________

Printed Name:_________________________________ Title:_____________

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: City Manager

AGENDA ITEM: Adoption of Ordinance No. 4938-1476 calling a special election to be held August 25, 2015, to vote on a transaction privilege tax dedicated to the payment of the City's liability to the Arizona Public Safety Personnel Retirement System

Approved By:		**Date:**
Finance Director:	Woodfill, Mark	04/22/2015
City Manager:	McConnell, Craig	04/22/2015

Item Summary

On April 14, 2015, Council adopted Ordinance No. 4927-1465, calling a special election to be held August 25, 2015, to vote on a transaction privilege tax of 1.00% with a term of 20 years, dedicated to streets and roads, to replace the 0.75% increment that will otherwise become effective on January 1, 2016. If this ballot measure passes, there will be no net change in the City sales tax rate—the present 1.00% tax for streets and open space which will sunset on December 31, 2015, will be replaced with a streets-only 1.00% tax.

At the April 14th meeting, discussion also occurred regarding measures for Public Safety Personnel Retirement System (PSPRS) liabilities and open space. This agenda item pertains to a possible standalone ballot measure to pay off the PSPRS liability. Although the attached Ordinance No. 4938-1476 specifies a sales tax increment of 0.55% for a 20-year duration, Council may wish to consider a higher percentage for a shorter term. A percentage lower than 0.55% for a longer term is not recommended, since in the initial years of paying off the PSPRS liability it would require significant cuts to services presently provided through the General Fund (police, fire, library, recreation).

The third item, for a possible tax increment of 0.08% for open space purposes, also with a 20-year duration, is being addressed separately.

Background

Arizona PSPRS is a defined-benefit, statewide retirement system for public safety employees. This is not a "pooled" system—a separate account is maintained for the police and fire employees of each participating political subdivision. The City of Prescott did not create this system, cannot change it, and is obligated to pay amounts set by PSPRS, which have dramatically increased in recent years, and will continue to do so in the future. The current unfunded liability of the City's police and fire accounts total $70 million. PSPRS has prescribed a 22-year period over which the unfunded liabilities of each participating political subdivision must be paid off. If paid over that 22-year period, Prescott's payments to retire its unfunded liability would total $165 million.

There are active efforts at the state level to "reform" PSPRS. However, these will not reduce the obligation of each participating political subdivision, including Prescott, to pay off said unfunded liabilities.

Prescott's public safety departments, police and fire, are supported by the City's General Fund. Given the municipal funding structure in Arizona after many years of adverse legislation, sales tax is the only significant, locally controlled source the City has to pay increases in public safety expenses, in the present case, the PSPRS unfunded liability.

In Budget Workshop #3 on April 14, 2015, the consequences of ignoring or deferring the PSPRS issue were summarized:

- Inaction will unleash a downward spiral leading to an inevitable, devastating impact on City finances, and in turn, its core services and amenities
- Each year General Fund services and service levels, including public safety, will have to be reduced to pay down the PSPRS liability for which the City is obligated; this will adversely affect response times, emergency medical services (EMS), traffic enforcement, and the visibility of community-oriented police programs
- The City's International Organization for Standardization (ISO) rating will also be adversely affected, driving property insurance costs higher
- Capital needs (vehicles and equipment) required to provide public safety services will erode and then eliminate the General Fund reserve balance
- The City's bond rating and debt capacity will be downgraded, increasing the cost of borrowing when necessary
- The City will be unable to pay market-level compensation to its personnel; employee layoffs will be necessary to help pay down the PSPRS liability

Conversely, enacting a sales tax increment for a duration sufficient to pay off the PSPRS liability will:

- Prevent the downward spiral of service cuts, deterioration of the community, falling tourism, lack of economic development and flight of residents and businesses
- Enable continuation of services and amenities supported by the General Fund (police, fire, library, recreation), sustaining Prescott's quality of life
- Enable timely replacement of public safety vehicles and equipment
- Enable maintenance management of public building and facilities
- Enable funding for development of Airport public facilities
- Assure that Prescott continues to grow reasonably and responsibly, and property values are preserved

Agenda Item: Adoption of Ordinance No. 4938-1476 calling a special election to be held August 25, 2015, to vote on a transaction privilege tax dedicated to the payment of the City's liability to the Arizona Public Safety Personnel Retirement System

Financial Impact

Attached is a summary entitled, "Projected Reduction of Future PSPRS Liability by Sales/Privilege Tax Increment." Because of the many uncertainties in assumptions, tax collections, and return on PSPRS investments, it is recommended that as a base case, a 0.55% sales tax rate be assessed for a period of 20 years. In the event that the payoff of the PSPRS liability is more rapid than 20 years, the City Council serving at the time can place a measure on the ballot for early sunsetting of the tax by the voters.

Similar to a mortgage, if there is a present desire to pay off the liability more rapidly, reducing the interest cost, a higher tax rate (for a shorter duration) can be selected using the attached summary as a guide.

Ballot Issue Timetable

August 25, 2015, Election

May 26, 2015	Last regularly scheduled Council meeting to adopt ordinance
May 27, 2015	Ballot language due
August 25, 2015	Election (this is the regular candidate primary election date)

Attachments

1. Ordinance No. 4938-1476
2. Projected Reduction of Future PSPRS Liability by Sales/Privilege Tax Increment
3. Slides 7 through 11 from Budget Workshop #3 (4/14/15) for reference

Recommended Action: **MOVE** to adopt Ordinance No. 4938-1476, referring to the August 25, 2015, election ballot a measure providing for a sales tax increment of _____% and duration of ____ years to pay off the City of Prescott's PSPRS liability.

ORDINANCE NO. 4938-1476

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PLACING ON THE AUGUST 25, 2015, ELECTION BALLOT THE QUESTION OF ADOPTING A TRANSACTION PRIVILEGE TAX OF FIFTY-FIVE ONE-HUNDREDTHS OF ONE PERCENT (0.55%), THE REVENUE FROM WHICH SHALL BE DEDICATED TO THE PAYMENT OF THE CITY'S LIABILITY TO THE ARIZONA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS), TAKING EFFECT ON JANUARY 1, 2016, AND ENDING ON DECEMBER 31, 2035.

RECITALS:

WHEREAS, ARS Section 19-143 requires the adoption of an ordinance by the City Council to order special elections to be held on measures to be submitted to the qualified electors; and

WHEREAS, City presently has an unfunded liability to the Arizona Public Safety Personnel Retirement System (PSPRS) in excess of Seventy Million Dollars ($70,000,000), which amount will increase to an estimated One Hundred and Sixty-Five Million Dollars ($165,000,000) if paid over the next twenty-two (22) years, the period now specified by PSPRS for elimination of said unfunded liability; and

WHEREAS, revenues from the City's current one percent (1%) transaction privilege tax available for general fund expenditures are insufficient to pay the aforementioned liability to PSPRS without significant and substantial cuts to City services, including the City library, recreation services, police and fire; and

WHEREAS, municipal transaction privilege tax is the only source of City revenue available to pay said PSPRS liability; and

WHEREAS, Article VI, Section 7 of the Prescott City Charter requires that no transaction privilege tax shall be levied at a rate in excess of the base one-percent (1%) rate unless such rate is approved by a majority of the qualified electors voting on the question at a special or general election; and

WHEREAS, a election date has been set by the City Council to take place on August 25, 2015, for the voters to decide on candidates for Mayor and City Council and various propositions; and

WHEREAS, the City Council wishes to place on the August 25, 2015, ballot a question to be submitted to the voters of whether to adopt a transaction privilege tax of fifty-five one-hundredths of one percent (0.55%), the revenue from which shall be dedicated to the payment of the city's liability to the PSPRS, taking effect on January 1, 2016, and ending on December 31, 2035.

ENACTMENTS:

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

SECTION 1. THAT at the City of Prescott election to be held on August 25, 2015, a question shall be submitted to the qualified electors of the City of Prescott of whether to adopt a transaction privilege tax of fifty-five one-hundredths of one percent (0.55%), the revenue from which shall be dedicated to the payment of the City's liability to the PSPRS, taking effect on January 1, 2016, and ending on December 31, 2035.

SECTION 2. THAT the ballot language for such special election shall read as follows:

Shall the City of Prescott adopt a transaction privilege tax of fifty-five one-hundredths of one percent (0.55%), the revenue from which shall be dedicated to the payment of the City's liability to the Public Safety Personnel Retirement System, taking effect on January 1, 2016, and ending on December 31, 2035.

A "yes" vote shall have the effect of adopting a transaction privilege tax of fifty-five one-hundredths of one percent (0.55%), the revenue from which shall be dedicated to the payment of the City's liability to the Public Safety Personnel Retirement System, taking effect on January 1, 2016, and ending on December 31, 2035.

A "no" vote shall have the effect not of adopting a transaction privilege tax of fifty-five one-hundredths of one percent (0.55%) dedicated to the payment of the City's liability to the Public Safety Personnel Retirement System.

SECTION 3. THAT the Mayor and staff are hereby authorized to take any and all steps deemed necessary to accomplish the foregoing.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST: APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk JON M. PALADINI, City Attorney

Projected Reduction of Future PSPRS Liability by Sales/Privilege Tax Increment

4/21/2015

	Projected .55% Tax	Projected .58% Tax	Projected .60% Tax	Projected .65% Tax	Projected .75% Tax
Savings from early reduction of Liability (1)	$ 39,559,106	$ 44,656,730	$ 47,521,517	$ 53,263,141	$ 60,991,580
Estimated revenue over life of levy (2)	125,373,906	120,276,282	117,411,495	111,669,871	103,941,432
Estimated date that the unfunded PSPRS liability will be eliminated	7/31/2031	3/31/2030	6/30/2029	10/31/2027	7/31/2025
Estimated number of years the tax will be in place	15.6 Years	14.3 Years	13.5 Years	11.8 Years	9.6 Years
Estimated additional annual cost per household (3)	$126.35	$133.24	$137.84	$149.32	$172.30

Annual Funding Made Available by PSPRS Liability Reduction Sales/Privilege Tax Increment

Shown in FY15 dollars using an estimated discount rate of 2.5%

	.55% Tax	.58% Tax	.60% Tax	.65% Tax	.75% Tax
Fiscal Year 2016	$ 1,577,717	$ 1,577,717	$ 1,577,717	$ 1,577,717	$ 1,577,717
Fiscal Year 2017	4,309,564	4,309,564	4,309,564	4,309,564	4,309,564
Fiscal Year 2018	4,951,559	4,951,559	4,951,559	4,951,559	4,951,559
Fiscal Year 2019	5,024,021	5,024,021	5,024,021	5,024,021	5,024,021
Fiscal Year 2020	5,097,544	5,097,544	5,097,544	5,097,544	5,097,544
Fiscal Year 2021	5,172,142	5,172,142	5,172,142	5,172,142	5,172,142
Fiscal Year 2022	5,247,832	5,247,832	5,247,832	5,247,832	5,247,832
Fiscal Year 2023	5,324,629	5,324,629	5,324,629	5,324,629	5,324,629
Fiscal Year 2024	5,402,550	5,402,550	5,402,550	5,402,550	5,402,550
Fiscal Year 2025	5,481,612	5,481,612	5,481,612	5,481,612	5,481,612
Fiscal Year 2026	5,561,831	5,561,831	5,561,831	5,561,831	5,561,831
Fiscal Year 2027	5,643,223	5,643,223	5,643,223	5,643,223	5,643,223
Fiscal Year 2028	5,725,807	5,725,807	5,725,807	5,725,807	5,725,807
Fiscal Year 2029	5,809,600	5,809,600	5,809,600	5,809,600	5,809,600
Fiscal Year 2030	5,894,618	5,894,618	5,894,618	5,894,618	5,894,618
Fiscal Year 2031	5,980,881	5,980,881	5,980,881	5,980,881	5,980,881
Fiscal Year 2032	6,068,406	6,068,406	6,068,406	6,068,406	6,068,406
Fiscal Year 2033	6,157,212	6,157,212	6,157,212	6,157,212	6,157,212
Fiscal Year 2034	6,247,317	6,247,317	6,247,317	6,247,317	6,247,317
Fiscal Year 2035	6,338,741	6,338,741	6,338,741	6,338,741	6,338,741
Fiscal Year 2036	6,431,503	6,431,503	6,431,503	6,431,503	6,431,503
Fiscal Year 2037	6,525,623	6,525,623	6,525,623	6,525,623	6,525,623

Assumptions:

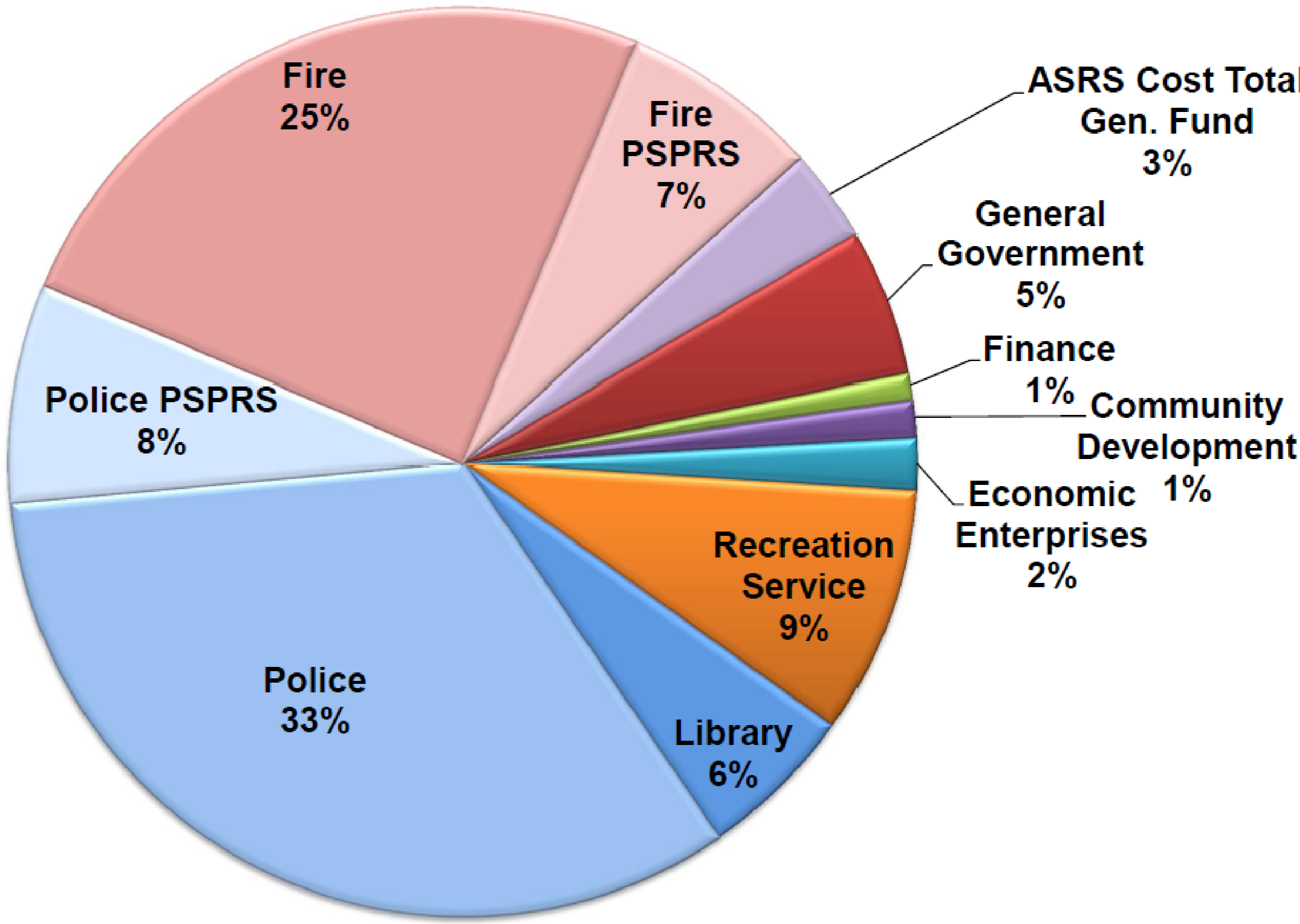
1. Estimates of the amount and pay off of PSPRS liability are based on the actuarial and worksheets provided by PSPRS, and assuming the 3-year phase-in is elected by the City for FY2016.
2. Taxable activity is projected to grow at a 2.5% annual average from FY16 to FY21, and 0% from FY22 to FY37.
3. The estimated cost per household assumes taxable spending of $22,973 which is based on Prescott's median income of $44,224 and the spending survey results in the 2009-2013 American Community Survey 5-year estimates by the U.S. Census Bureau.

Notes:

A. Projections of PSPRS liability paid by each % increment of tax represent current and future costs that would otherwise be in competition for funding needed to provide City services.
B. Projections shown in each column represent the annual value of debt relief and savings on early reduction of the unfunded liability.
C. The red lines indicate the year that the projected tax (and associated debt) will end.

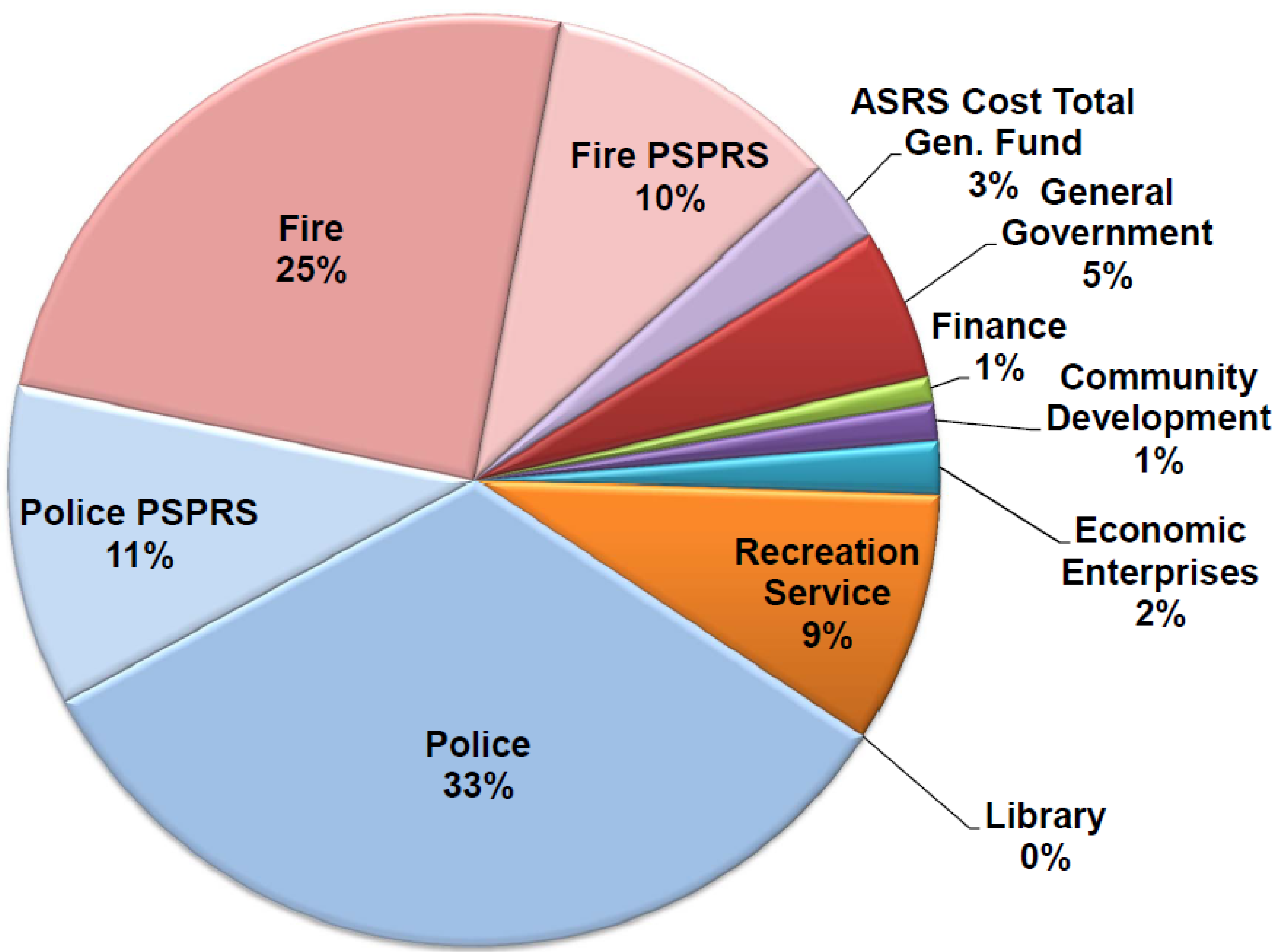
FY15 General Fund Operating Budget

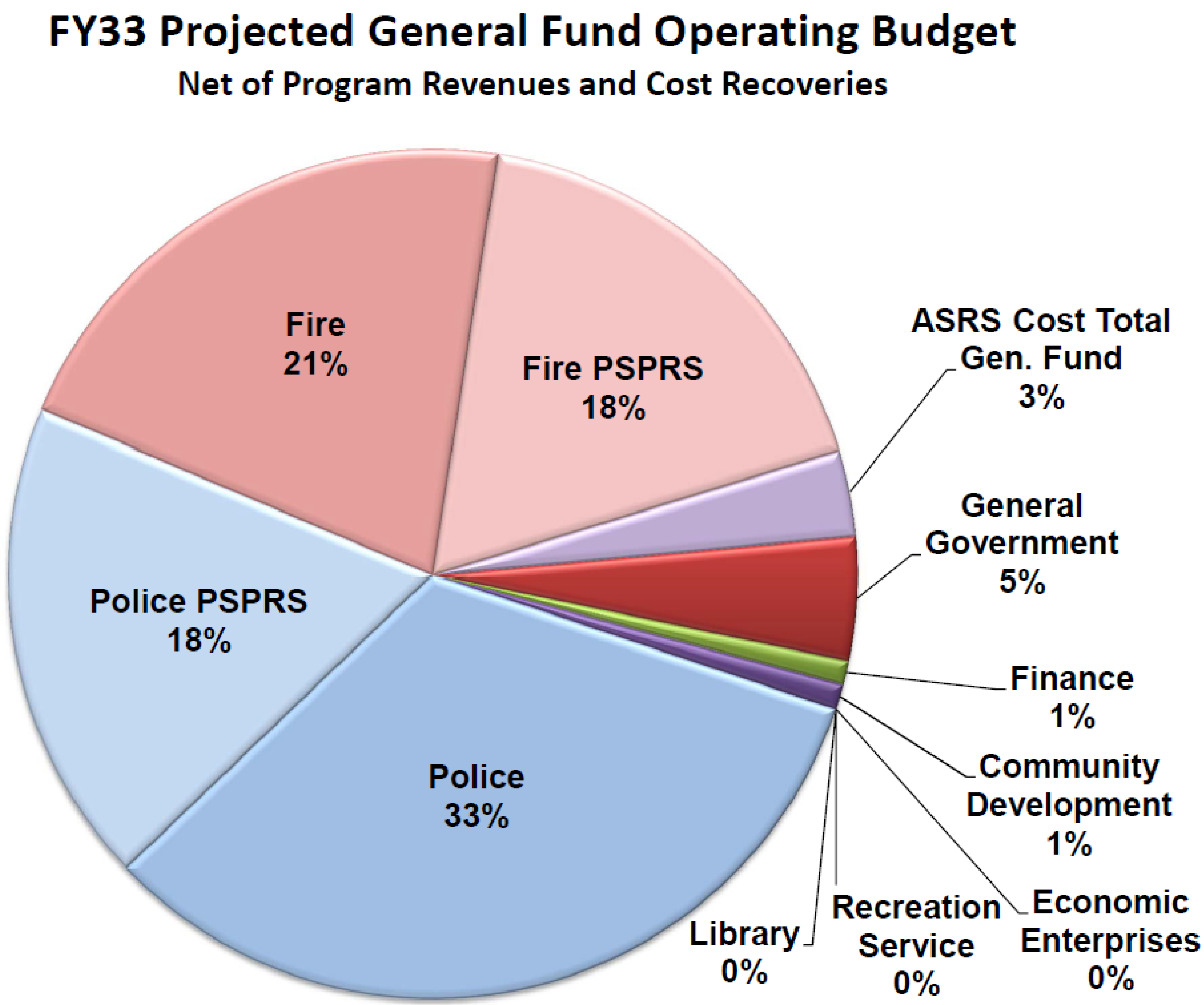
Net of Program Revenues and Cost Recoveries



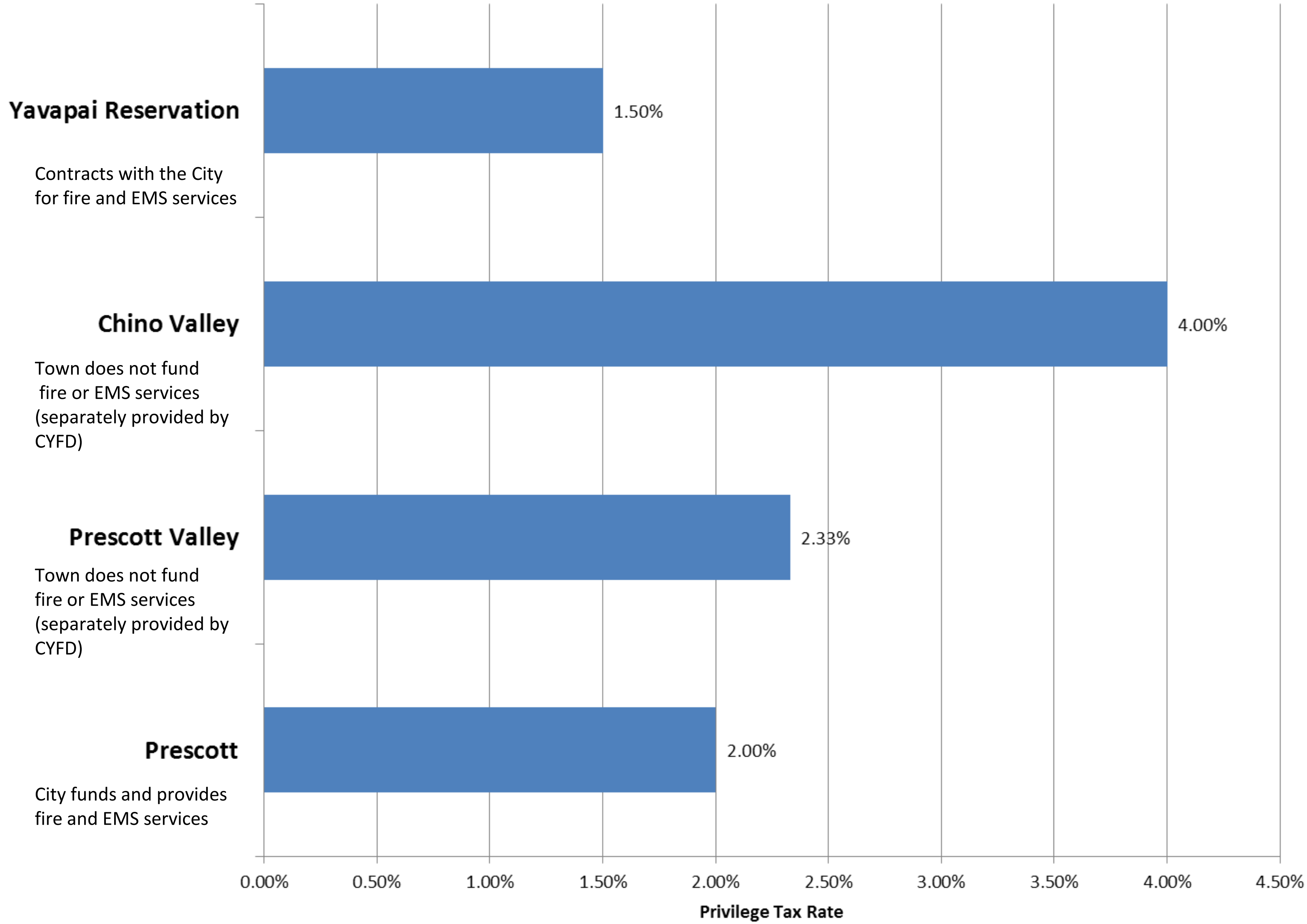
FY18 Projected General Fund Operating Budget

Net of Program Revenues and Cost Recoveries




FY33 Projected General Fund Operating Budget
Net of Program Revenues and Cost Recoveries
Fire
21%
Fire PSPRS
18%
ASRS Cost Total
Gen. Fund
3%
General
Government
5%
Finance
1%
Community
Development
1%
Economic
Enterprises
0%
Recreation
Service
0%
Library
0%
Police
33%
Police PSPRS
18%

Current Local Sales Tax Rates



Breakdown of Total Transaction Privilege Tax (Sales Tax) Currently Levied in the Prescott Area

City ("Local")	General Fund	1.00%
	Streets & Open Space (until 1/1/16)	1.00%
Yavapai County	Excise Tax	0.50%
	Jail Tax	0.25%
State of Arizona		5.60%
	Total in Prescott	8.35%
	Total in Prescott Valley	8.68%
	Total in Chino Valley	10.35%
	Total on Yavapai Reservation	7.85%

Notes: This is the maximum transaction privilege tax levied on sales within the City (excluding the Transient Occupancy Tax of 3%). The rates on specific items may vary by taxable category.

CITY OF PRESCOTT
Everybody's Hometown

COUNCIL AGENDA MEMO

MEETING DATE/TYPES: VOTING SESSION 4-28-15

DEPARTMENT: City Manager

AGENDA ITEM: Adoption of Ordinance No. 4937-1475 calling a special election to be held August 25, 2015, to vote on a transaction privilege tax of 0.08% dedicated to open space purposes, taking effect on January 1, 2016, and ending on December 31, 2035

Approved By:		Date:
Finance Director:	Woodfill, Mark	04/21/2015
City Manager:	McConnell, Craig	04/22/2015

Item Summary

On April 14, 2015, Council adopted Ordinance No. 4927-1465, calling a special election to be held August 25, 2015, to vote on a transaction privilege (sales) tax of 1.00% with a term of 20 years, dedicated to streets and roads, to replace the 0.75% increment that will otherwise become effective on January 1, 2016. If this ballot measure passes, there will be no net change in the City sales tax rate—the present 1.00% tax for streets and open space which will sunset on December 31, 2015, will be replaced with a streets-only 1.00% tax.

At the April 14th meeting, discussion also occurred regarding other measures for open space and Public Safety Personnel Retirement System (PSPRS) liabilities. This agenda item pertains to a possible standalone ballot measure of 0.08% for open space purposes, to be in effect for 20 years.

The third item, for a possible tax increment for PSPRS liabilities—a 0.55% rate for a 20-year duration has been discussed—is being addressed separately.

Background

Enhancing tourism and business attraction/retention, and conserving watersheds, wildlife habitat, and corridors, open space contributes significantly to Prescott's qualify of life. The City, working with non-profit partners and citizens groups, has been preserving selected parcels and linear corridors since the 1990s. Recent statistics from counters on 48 of the 68 miles of City trails reveal over 567,000 trail visits per year occurring within City-owned open space, equivalent to an average of 1,500 trail visits per day.

Expenditures for acquisition of open space from FY 2001 through FY 2014 total $16.2 million, funded from the 1.00% streets and open space sales tax. Effective January 1, 2016, there will be no dedicated funding source for acquisition of open space property or easements. In the absence of a replacement means of funding, open space acquisition and maintenance will then compete for increasingly scarce General Fund dollars with public safety (which totals 71% of the General Fund operating budget this fiscal year, FY 2015), the library, and recreation.

In a February 3, 2015, presentation to Council, the Recreation Services Department proposed two key pertinent recommendations for the upcoming FY 2016 budget: (1) Upper Goldwater Lake land acquisition ($500,000); and (2) acquisition of trail easements on State Trust Lands (not to exceed $230,000). With the exception of park expansion (Goldwater Lake), the current strategic approach to acquisition of open space is one of access via trail easements, rather than purchase of tracts of property.

A sales tax increment restricted to open space, including trails and public amenities, and watershed management (water quality and environment), would restore a funding source for acquisition, as well as create a new means of support for open space maintenance. Through the development of City policy and the annual budget process, use of the sales tax revenue would be coordinated with efforts funded by the Water Fund (which supports Watson and Willow Lakes as water supply reservoirs), as well as the Aquifer Protection Fee (created to address water quality issues related to recharge).

Alternate Versions of Ordinance No. 4937-1475

Two versions of the ordinance are attached for Council consideration:

Version 1

- The use of revenue would be for the acquisition, maintenance, and improvement of open space, including lakes and watersheds
- The existing Parks and Recreation Board, potentially to be increased to seven members, would advise the Council on open space priorities and projects

Version 2

- The use of revenue would be for the acquisition and maintenance of open space (not including lakes and watersheds)
- An Open Space Advisory Commission would be created for oversight and advice to the Council on open space matters

Financial Impact

A sales tax increment of 0.08% would generate approximately $1,040,000 annually, providing funding for the acquisition and maintenance of open space (potentially to include watershed management and Watson and Willow Lakes, as explained above, depending upon which version of Ordinance No. 4937-1475 is selected), in lieu of the current streets and open space sales tax that will become streets-only on January 1, 2016. This level of annual revenue would additionally help reduce financial tension in the General Fund by shifting open space-related expenditures now made from that source, to the new 0.08% increment.

Ballot Issue Timetable

August 25, 2015, Election

May 26, 2015	Last regularly scheduled Council meeting to adopt ordinance
May 27, 2015	Ballot language due
August 25, 2015	Election (this is the regular candidate primary election date)

Attachments

1. Ordinance No. 4937-1475 Version 1
2. Ordinance No. 4937-1475 Version 2

Recommended Action: Council's pleasure:

either (a) Adopt Ordinance No. 4937-1475 Version 1 **or** Version 2

or (b) Do not adopt Ordinance No. 4937-1475.

VERSION 1

ORDINANCE NO. 4937-1475

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PLACING ON THE AUGUST 25, 2015, ELECTION BALLOT THE QUESTION OF ADOPTING A TRANSACTION PRIVILEGE TAX OF EIGHT ONE-HUNDREDTHS OF ONE PERCENT (0.08%), THE REVENUE OF WHICH SHALL BE DEDICATED TO THE ACQUISITION, MAINTENANCE, AND IMPROVEMENT OF OPEN SPACE, INCLUDING LAKES AND WATERSHEDS, BY THE CITY, TAKING EFFECT ON JANUARY 1, 2016, AND ENDING ON DECEMBER 31, 2035.

RECITALS:

WHEREAS, ARS Section 19-143 requires the adoption of an ordinance by the City Council to order special elections to be held on measures to be submitted to the qualified electors; and

WHEREAS, Article VI, Section 7 of the Prescott City Charter requires that no transaction privilege tax shall be levied at a rate in excess of the base one-percent (1%) rate unless such rate is approved by a majority of the qualified electors voting on the question at a special or general election; and

WHEREAS, a election date has been set by the City Council to take place on August 25, 2015, for the voters to decide on candidates for Mayor and City Council and various propositions; and

WHEREAS, the City Council wishes to place on the August 25, 2015, ballot a question to be submitted to the voters of whether to adopt a transaction privilege tax of eight one-hundredths of one percent (0.08%), the revenue of which shall be dedicated to the acquisition, maintenance, and improvement of open space, including lakes and watersheds, by the City, and which if adopted will take effect on January 1, 2016, and remain in effect until December 31, 2035.

ENACTMENTS:

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

SECTION 1. THAT at the City of Prescott election to be held on August 25, 2015, a question shall be submitted to the qualified electors of the City of Prescott of whether to adopt a transaction privilege tax of eight one-hundredths of one percent (0.08%), the revenue of which shall be dedicated to the acquisition, maintenance, and improvement of open space, including lakes and watersheds, by the City, and which if adopted will take effect on January 1, 2016, and remain in effect until December 31, 2035.

SECTION 2. THAT the ballot language for such special election shall read as follows:

Shall the City of Prescott adopt a transaction privilege tax of eight one-hundredths of one percent (0.08%), the revenue of which shall be dedicated to the acquisition, maintenance, and improvement of open space, including lakes and watersheds, by the City, to take effect on January 1, 2016, and remain in effect until December 31, 2035.

A "yes" vote shall have the effect of adopting a transaction privilege tax of eight one-hundredths of one percent (0.08%) dedicated to the acquisition, maintenance, and improvement of open space, including lakes and watersheds, by the City, taking effect on January 1, 2016, and ending on December 31, 2035.

A "no" vote shall have the effect of not adopting a transaction privilege tax of eight one-hundredths of one percent (0.08%) dedicated to the acquisition, maintenance, and improvement of open space, including lakes and watersheds, by the City.

SECTION 3. THAT the Mayor and staff are hereby authorized to take any and all steps deemed necessary to accomplish the foregoing.

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

DANA R. DeLONG, City Clerk

JON M. PALADINI, City Attorney

VERSION 2

ORDINANCE NO. 4937-1475

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PLACING ON THE AUGUST 25, 2015, ELECTION BALLOT THE QUESTION OF ADOPTING A TRANSACTION PRIVILEGE TAX OF EIGHT ONE-HUNDREDTHS OF ONE PERCENT (0.08%), THE REVENUE OF WHICH SHALL BE DEDICATED TO THE ACQUISITION AND MAINTENANCE OF OPEN SPACE BY THE CITY, TAKING EFFECT ON JANUARY 1, 2016, AND ENDING ON DECEMBER 31, 2035; AND CREATING AN OPEN SPACE ADVISORY COMMISSION FOR THE DURATION OF SAID TAX.

RECITALS:

WHEREAS, ARS Section 19-143 requires the adoption of an ordinance by the City Council to order special elections to be held on measures to be submitted to the qualified electors; and

WHEREAS, Article VI, Section 7 of the Prescott City Charter requires that no transaction privilege tax shall be levied at a rate in excess of the base one-percent (1%) rate unless such rate is approved by a majority of the qualified electors voting on the question at a special or general election; and

WHEREAS, a election date has been set by the City Council to take place on August 25, 2015, for the voters to decide on candidates for Mayor and City Council and various propositions; and

WHEREAS, the City Council wishes to place on the August 25, 2015, ballot a question to be submitted to the voters of whether to adopt a transaction privilege tax of eight one-hundredths of one percent (0.08%), the revenue of which shall be dedicated to the acquisition and maintenance of open space by the City, and which if adopted will take effect on January 1, 2016, and remain in effect until December 31, 2035; and

WHEREAS, subject to the aforementioned 0.08% transaction privilege tax being approved by the voters, the City Council further wishes to create an Open Space Advisory Commission to provide oversight and advice to the City Council on open space matters for the duration of said tax.

ENACTMENTS:

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

SECTION 1. THAT at the City of Prescott election to be held on August 25, 2015, a question shall be submitted to the qualified electors of the City of Prescott of whether to adopt a transaction privilege tax of eight one-hundredths of one percent (0.08%), the revenue of which shall be dedicated to the acquisition and maintenance of open space by the City, and which if adopted will take effect on January 1, 2016, and remain in effect until December 31, 2035.

SECTION 2. THAT subject to said 0.08% transaction privilege tax being approved by the voters, an Open Space Advisory Commission shall be created for the duration of said tax to provide oversight and advice to the City Council on open space matters.

SECTION 3. THAT the ballot language for such special election shall read as follows:

Shall the City of Prescott adopt a transaction privilege tax of eight one-hundredths of one percent (0.08%), the revenue of which shall be dedicated to the acquisition and maintenance of open space by the City, to take effect on January 1, 2016, and remain in effect until December 31, 2035; and if adopted, create an Open Space Advisory Commission to provide oversight and advice to the City Council on open space matters for the duration of said tax.

A "yes" vote shall have the effect of adopting a transaction privilege tax of eight one-hundredths of one percent (0.08%) dedicated to the acquisition and maintenance of open space by the City, taking effect on January 1, 2016, and ending on December 31, 2035; and creation of an Open Space Advisory Commission to provide oversight and advice to the City Council on open space matters for the duration of said tax.

A "no" vote shall have the effect of not adopting a transaction privilege tax of eight one-hundredths of one percent (0.08%) dedicated to the acquisition and maintenance of open space by the City.

SECTION 4. THAT the Mayor and staff are hereby authorized to take any and all steps deemed necessary to accomplish the foregoing.

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

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MARLIN D. KUYKENDALL, Mayor

ATTEST:

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DANA R. DeLONG, City Clerk

APPROVED AS TO FORM:

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JON M. PALADINI, City Attorney