



CITY COUNCIL MEETING

VOTING MEETING AGENDA

TUESDAY, MARCH 24, 2020, 3:00 PM

Council Chambers, 201 South Cortez Street
Prescott AZ 86303
(928) 777-1272

Greg Mengarelli, Mayor

Billie Orr, Mayor Pro Tem
Steve Blair, Councilman
Phil Goode, Councilman

Cathey Rusing, Councilmember
Alexa Scholl, Councilwoman
Steve Sischka, Councilman

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

**AGENDA AMENDED AT 4:30 P.M. FRIDAY, MARCH 20TH FOR THE ADDITION OF
ITEM 8.G.**

1. **CALL TO ORDER**
2. **INTRODUCTIONS/ANNOUNCEMENTS**
3. **INVOCATION**

Associate Pastor Jason Phillips with Calvary Chapel of Prescott

4. **PLEDGE OF ALLEGIANCE**

Mayor Mengarelli

5. **ROLL CALL**

6. **PRESENTATIONS**

A. Update from Staff - 2020 Census

7. **PROCLAMATIONS**

A. National Vietnam War Veterans Day - March 29

8. **REGULAR AGENDA**

A. Discussion Regarding Updates Pertaining to COVID-19.

Recommended Action: This item is for discussion only. No formal action will be taken.

- B. Legislative Update.

Recommended Action: This item is for presentation only. No formal action will be taken.

- C. Approval of Minutes for the March 10, 2020 Special Meeting/Executive Session and the March 10, 2020 Voting Meeting.

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

- D. Approval of Acceptance of a Donation from the Harold James Foundation for the Purchase of a CBE40 Pro Hybrid Screen and Projection Equipment for Free Family Movie Nights at Ken Lindley Park, in the Amount of \$28,846.25 Plus Applicable Taxes.

Recommended Action: MOVE to approve donation and make purchases.

- E. Approval of City Contract No. 2020-173 with CentralSquare Technologies in an Amount not to Exceed \$125,727.70 for TriTech Inform RMS Software Implementation using Monterrey County, California, Contract No. A-13000 Pricing. Funding Will be Split Between the Prescott Police Department, Prescott Valley Police Department and Yavapai College.

Recommended Action: MOVE to approve City Contract No. 2020-173.

- F. Adoption of Resolution No. 2020-1738, Approving City Contract No. 2020-171, for a Development Agreement with Chamberlain Development for the Realignment and Widening of Willow Creek Road.

ADOPT RESOLUTION NO. 2020-1738 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CHAMBERLAIN DEVELOPMENT, L.L.C. (CITY CONTRACT NO. 2020-171); AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

Recommended Action: MOVE to adopt Resolution No. 2020-1738.

- G. Approval of Final Plat (FNP20-003) for Phase 5 of Antelope Crossings P.A.D., a 255 Lot Single-Family Planned Area Development (PAD) [Zoning is SPC]

Recommended Action: MOVE to approve FP20-003, a final plat of Phase 5 of Antelope Crossings subdivision.

- H. Approval of City Contract No. 2020-165 to Fann Contracting, Inc. for the Corsair Avenue Extension Project, in the Amount of \$3,087,738.00; Approval of City Contract No. 2019-118A3, an Amendment to City Contract No. 2019-118 with Lyon Engineering & Surveying, Inc. for Post Design Services in the Amount of \$178,482.00; and Approval of Night Work. Funding is available in the Streets, Water and Wastewater Funds.

Recommended Action: 1) MOVE to approve City Contract No. 2020-165; 2) MOVE to approve City Contract No. 2019-118A3; and 3) MOVE to approve night work.

- I. Approval of City Contract No. 2020-172 with Capital Improvements, LLC, for the Cliff Rose Subdivision Water Main Replacement Project in the Amount of \$817,885.00. Funding is Available in the Water Fund.

Recommended Action: MOVE to approve City Contract No. 2020-172.

9. 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:

- (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (3) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (4) 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));
- (5) 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));
- (6) 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));
- (7) 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)).

THE CITY OF PRESCOTT ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 72 hours advanced notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 777-1272 to request an accommodation to participate in this public meeting. Prescott TDD number is (928) 445-6811. Additionally, free public relay service is available from Arizona Relay Service at 1-800-367-8939 and more information at www.azrelay.org

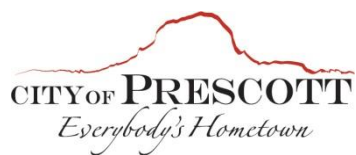
Confidentiality

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

CERTIFICATION OF POSTING OF NOTICE

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

Sarah M. Siep, City Clerk

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **3-24-20**

DEPARTMENT: City Clerk

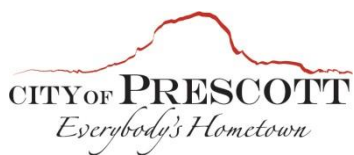
AGENDA ITEM: Discussion Regarding Updates Pertaining to COVID-19.

Approved By: Michael Lamar, City Manager

Item Summary

Update from Mayor Mengarelli regarding various issues in the community surrounding the COVID-19 pandemic

Recommended Action: This item is for discussion only. No formal action will be taken.

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **3-24-20**

DEPARTMENT: City Clerk

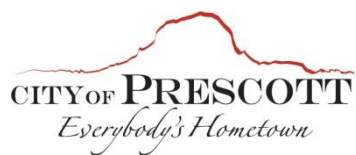
AGENDA ITEM: Legislative Update.

Approved By: Michael Lamar, City Manager

Item Summary

This item is to discuss and determine the Council's support for or opposition to various bills relative to the previously adopted policy objectives guiding City activity for the 2020 State of Arizona Legislative Session.

Recommended Action: This item is for presentation only. No formal action will be taken.

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **3-24-20**

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of Minutes for the March 10, 2020 Special Meeting/Executive Session and the March 10, 2020 Voting Meeting.

Approved By: Michael Lamar, City Manager

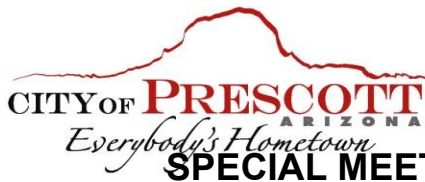
Item Summary

Attached for approval are the City Council minutes for the March 10, 2020 Special Meeting/Executive Session and the March 10, 2020 Voting Meeting.

Attachments

1. March 10, 2020 Special Meeting/E-Session
2. March 10, 2020 Voting Meeting

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



CITY COUNCIL MEETING

SPECIAL MEETING-EXECUTIVE SESSION MEETING MINUTES

TUESDAY, MARCH 10, 2020, 1:30 PM

Lower Level Conference Room, 201 South Cortez Street
Prescott AZ 86303
(928) 777-1272

Greg Mengarelli, Mayor	
Billie Orr, Mayor Pro Tem	Cathey Rusing, Councilmember
Steve Blair, Councilman	Alexa Scholl, Councilwoman
Phil Goode, Councilman	Steve Sischka, Councilman

MINUTES OF THE EXECUTIVE SESSION MEETING OF THE PRESCOTT CITY COUNCIL HELD ON MARCH 10, 2020, in the LOWER LEVEL CONFERENCE ROOM LOCATED AT 201 SOUTH CORTEZ STREET, PRESCOTT, ARIZONA.

1. CALL TO ORDER

Mayor Pro Tem Orr called the meeting to order at 1:31 p.m.

2. ROLL CALL

Greg Mengarelli	Mayor (Excused)
Billie Orr	Mayor Pro Tem
Steve Blair	Councilman
Phil Goode	Councilman
Cathey Rusing	Councilmember
Alexa Scholl	Councilwoman
Steve Sischka	Councilman

3. CALL TO ENTER EXECUTIVE SESSION

COUNCILMAN SISCHKA MOVED TO CONVENE INTO EXECUTIVE SESSION; SECONDED BY COUNCILWOMAN SCHOLL: PASSED [6-0].

4. EXECUTIVE SESSION

A. LEGAL MATTERS

Discussion or consultation for legal advice with the city's attorneys, and consultation with designated representatives to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property and regarding the city's position on contracts that are the subject of negotiations (A.R.S. 38-431.03 (A)(2,4 &7).

Attachment: March 10, 2020 Special Meeting/E-Session (2895 : Approval of 3/10 Minutes)

1. Proposed Willow Creek Road Development Agreement
2. IRS 115 Trust Funds
3. Negotiations for Purchase of Open Space in and around the Granite Dells
4. Arizona Eco Development

5. ADJOURNMENT

There being no further business to discuss, Mayor Pro Tem Orr adjourned the meeting at 3:12 p.m.

GREG MENGARELLI, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Executive Session Meeting of the City Council of the City of Prescott, Arizona held on the 10th day of March, 2020. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2020.

AFFIX
CITY SEAL

Sarah M. Siep, City Clerk

Attachment: March 10, 2020 Special Meeting/E-Session (2895 : Approval of 3/10 Minutes)



CITY COUNCIL MEETING

VOTING MEETING MINUTES

TUESDAY, MARCH 10, 2020, 3:00 PM

Council Chambers, 201 South Cortez Street
Prescott AZ 86303
(928) 777-1272

Greg Mengarelli, Mayor	
Billie Orr, Mayor Pro Tem	Cathey Rusing, Councilmember
Steve Blair, Councilman	Alexa Scholl, Councilwoman
Phil Goode, Councilman	Steve Sischka, Councilman

MINUTES OF THE VOTING MEETING OF THE PRESCOTT CITY COUNCIL HELD ON MARCH 10, 2020, in the COUNCIL CHAMBERS LOCATED AT 201 SOUTH CORTEZ STREET, PRESCOTT, ARIZONA.

1. CALL TO ORDER

Mayor Pro Tem Orr called the meeting to order at 3:17 p.m.

2. INTRODUCTIONS/ANNOUNCEMENTS

Mayor Pro Tem Orr thanked the community for their preparedness as it relates to the ongoing Corona Virus issues and stated that she is proud of our city.

3. INVOCATION

Pastor Charles Perkins with Prescott Presbyterian Church

4. PLEDGE OF ALLEGIANCE

Councilman Sischka

5. ROLL CALL

Greg Mengarelli	Mayor (Excused)
Billie Orr	Mayor Pro Tem
Steve Blair	Councilman
Phil Goode	Councilman
Cathey Rusing	Councilmember
Alexa Scholl	Councilwoman
Steve Sischka	Councilman

6. PRESENTATIONS

A. Citizens Academy Graduates

Mayor Pro Tem Orr introduced Assistant to the City Manager, Tyler Goodman, and welcomed all of the participants who completed the 5th Citizens Academy.

Attachment: March 10, 2020 Voting Meeting (2895 : Approval of 3/10 Minutes)

7. CONSENT AGENDA

COUNCILWOMAN SCHOLL MOVED TO APPROVE CONSENT AGENDA ITEMS 7.A. THROUGH 7.D.; SECONDED BY COUNCILMAN BLAIR: PASSED [6-0].

- A. Approval of Minutes for the February 25, 2020 Special Meeting/Executive Session, the February 25, 2020 Study Session and the February 25, 2020 Voting Meeting.
- B. Adoption of Resolution No. 2020-1736 Authorizing the Funding of Solid Waste Fund Capital Needs Through Internal Loans.
- C. Approval of City Contract No. 2020-061A1, an Amendment to City Contract No. 2020-061 with Superior Supply, Inc., for the Purchase of Asphaltic Concrete Rubber Crack Sealant in an Amount not to Exceed \$30,100.00. Funding is Available in the Airport Fund.
- D. Approval of City Contract No. 2020-062A1, an Amendment to City Contract No. 2020-062 with CBJ Asphalt & Concrete Contractors, LLC for FY20 Pavement Preservation – Crack Sealing at the Airport, in an Amount not to Exceed \$45,150.00. Funding is Available in the Airport Fund.

8. CONSENT ORDINANCE

- A. Adoption of Ordinance No. 2020-1710 Authorizing the Granting of a Utility Easement to Arizona Public Service Company.

ADOPT ORDINANCE NO. 2020-1710 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT.

- B. Adoption of Ordinance No. 2020-1711 Authorizing the Purchase and Acceptance of Various Easements and Real Property, for the City's Corsair Avenue Connector Capital Improvement Project.

ADOPT ORDINANCE NO. 2020-1711 OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTY AND EASEMENTS FROM LEIGH PROPERTY INVESTMENTS LLC, ROCCO AND SHIRLEY ANNECCHINI, PB HOLDINGS LLC, WILLIAM A. AND CAROLE J. KENSON REVOCABLE TRUST, AND WAPITI LLC FOR THE CORSAIR AVENUE CONNECTOR PROJECT AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES AND EASEMENTS.

COUNCILMAN SISCHKA MOVED TO ADOPT CONSENT ORDINANCE ITEMS 8.A. AND 8.B.; SECONDED BY COUNCILWOMAN SCHOLL: PASSED [6-0].

Attachment: March 10, 2020 Voting Meeting (2895 : Approval of 3/10 Minutes)

9. REGULAR AGENDA

- A. Appointment of Members to the Acker Trust Board, Advisory & Appeals Board, Art in Public Places Committee, Board of Adjustment, CDBG Citizens Advisory Committee, Library Advisory Board, Parks & Recreation Advisory Committee, Planning & Zoning Commission, Prescott Preservation Commission and Tourism Advisory Committee

Councilman Sischka thanked all of current Board, Commission and Committee members and the newly appointed members for their contributions and dedication to the City. He announced all of the new appointees recommended by the Council Subcommittee on Appointments.

City Clerk Sarah Siep provided the oath of office for all new members.

COUNCILWOMAN SCHOLL MOVED TO APPROVE ITEM 9.A.; SECONDED BY

COUNCILMAN SISCHKA: PASSED [6-0].

- B. Legislative Update.

Assistant to the City Manager Tyler Goodman provided a presentation to Council with an update on the ongoing Legislative Session which is approximately halfway through it's current session.

Bill Overview:

- * HB2284 - Regional Park Appropriation: awaiting floor action and budget discussions
- * HB2899 - Gas Tax Bill: awaiting floor action
- * Hotshot funding and Airport funding are currently being tracked to ensure they stay in the budget
- * HB2875 Short Term Rental Regulations: failed
- * SB1154 Short Term Rentals (any property beyond a primary and one additional residence - and those owned by corporate entities - cannot be a short term rental): awaiting floor action
- * HB2313 - Fire Sprinklers: will impact approximately 15-20 buildings locally. Passed House 31-29
- * SB1459 - Private Attorney Retention: amendments from the League have been incorporated and is moving forward
- * SB1160 - PSPRS Cancer Presumption: passed senate 25-4-1 and awaiting House assignment
- * SB1280 PSPRS Expenditure Limitations: passed Senate 5-3-2 and awaiting Rules Committee
- * HB2348 - TPT Residential Rentals: being held in Rules Committee, there are concerns with this bill
- * HB2404 - Prime Contracting: appears to be dead for the session
- * HB2843 - Sober Living Homes: appears to be dead for the session
- * SB1335 - Tourism Marketing Authorities: passed Senate 25-4-1

Mayor Pro Tem Orr commented that SB1335 would be very helpful for our community and she hopes it continues its forward progress through this session.

This item was for presentation only. No formal action was taken.

- C. Approval of the Purchase of Two Archway Signs in the Whiskey Row Alley in the Amount Not to Exceed \$61,250. Funding is Available in the Bed Tax Fund and Streets Fund.

Assistant to the City Manager Tyler Goodman provided a presentation to Council regarding the proposal for purchase of Archway signs on Whiskey Row Alley. The Tourism Advisory Committee has authorized \$40,000 from Bed Tax and the balance will be paid out of Streets Funds. This has been an ongoing project for the last year or so, and clean-up in the alley has continued. The mural was placed and unveiled earlier this year, and staff plans to install string lights by the end of the current fiscal year and the neon signage proposals in the upcoming fiscal year. All of these enhancements will help to improve and highlight the right-of-way and local businesses.

Councilman Blair commented on the fact that this is a delivery alley and asked staff for confirmation that the signs will be made to the correct size and height to ensure there are no issues with damage when trucks pull in.

Mr. Goodman confirmed.

Councilman Goode asked Fire Chief Dennis Light to address his concerns regarding access in a fire emergency and the potential to cause damage to the arch signs during use of a ladder and asked if there are any issues with the positioning of the ladder truck if there is an issue at Hotel St. Michael. He commented that this seems like a potential safety issue.

Chief Light responded stating that the Fire Department has worked closely with staff to ensure that signage will be high enough to address that issue and that the likelihood of a ladder being placed where it may cause damage to the sign is highly unlikely so he is not concerned regarding that matter. He stated that he has no reservations from an operational perspective with placement of these signs.

Councilwoman Scholl asked if the signs will be illuminated at night.

Mr. Goodman stated that there are no plans for the archways to be illuminated, but that the addition of the string lights and the neon signs will provide adequate lighting.

Mayor Pro Tem Orr asked what the timeline is for the archways to be placed.

Mr. Goodman commented that staff anticipates this project will be completed by the end of the fiscal year.

COUNCILMAN BLAIR MOVED TO APPROVE ITEM 9.C.; SECONDED BY COUNCILMAN SISCHKA: PASSED [6-0].

- D. Presentation from Consultant Jim Robb Regarding Economic Development Services and Approval of City Contract No. 2017-260A6, Amendment No. 6 to City Contract No. 2017-260 with the Robb Group, LLC for Economic Development Services in an Amount not to Exceed \$52,000.00. Funding is Available in the General Fund.

Consultant Jim Robb provided a presentation to Council regarding Economic Development Services he provides for the City of Prescott.

Strategies for Economic Growth:

- * Plan & Promote Economic Development
- * Establish and Grow Coalitions for Economic Growth
- * Improve or Develop Transportation and Utilities Infrastructure
- * Obtain and Utilize Economic Development Funds
- * Promote and Attract Technology Based Employment

Mr. Robb's work is specific to what will help our community in particular through design, discovery, development and deployment. There are issues with stagnant economic growth and the fact that 21% of the population is being paid at the poverty level. These concerns are things that can be addressed by finding ways to keep our citizens here with higher paying jobs.

Prescribed Economic Growth Objectives:

- * Attraction
- * Retention & Expansion
- * Community Development
- * Workforce Development
- * Entrepreneurial Growth
- * Working with the Arizona Commerce Authority to promote the Prescott community

Defined Targets for Economic Growth:

- * Northern Arizona Tech Alliance
 - Tech Incubation and Innovation Center
 - 300+ Local Tech Jobs
 - Cyber Warfare Range (open Friday, Saturday & Sunday at the Library)
 - Innovation Challenge Event
- * The foundation has been laid for the creation of at least 300 jobs at \$85k or greater average salary.

Mayor Pro Tem Orr asked what the timeline is for the Cyber Warfare Range

Mr. Robb commented that it should be operational by May 1st.

Councilman Goode congratulated Mr. Robb regarding his ability to get many partners cooperating for the benefit of the community and getting the word out for these technology opportunities and jobs. He commented that while some people may be concerned about the word “warfare” it is simply a focus on the technological infrastructure attacks that take place on businesses and organizations.

Mr. Robb confirmed Councilman Goode's statements and stated that there will be an Innovation Competition in the fall this year (September) at Embry Riddle Aeronautical University to focus on this and bring all of our community's universities together. He thanked Council for their support in these endeavors.

COUNCILMAN GOODE MOVED TO APPROVE ITEM 9.D.; SECONDED BY COUNCILMAN SISCHKA: PASSED [6-0].

- E. Potential Allocation of Open Space Funds in an Amount not to Exceed \$1.8 Million for Property In and Around the Granite Dells and in Support of HB2284

Recreation Services Director Joe Baynes provided an overview to Council regarding previous purchases and acquisition of open space land in an amount of \$28,395,275 in the Granite Dells and \$4,914,813 in areas outside of the Dells for a total of \$33,310,088.

Councilman Blair asked if there was a specific acreage or dollar amount for the purchase of open space when the railway left Prescott.

Mr. Baynes commented that those purchases were part of a national recreation trail grants in the late 1990s and that he would need to look at details to get the exact amount but his estimate is approximately \$2 million.

Councilman Goode commented that the city currently has approximately \$1.8 million available in open space funds but they would not be committing that entire amount to this proposed legislation as at this time there is still uncertainty regarding whether or not it will pass, be vetoed by the governor or what the state's contribution will be. This is a way for the city to show its commitment to a regional park, in addition to our history of acquisition showing how much our community values open space. The entire balance will not be committed to this effort as staff is in the process of looking to do more connectivity with the trail systems in the future which may require easement purchases over time and funds from open space will be needed for those types of purchases.

Mr. Baynes confirmed and commented that staff is in constant negotiations for these types of items.

Councilmember Rusing thanked Mr. Baynes and the Recreation Services Department for their dedication to our parks and commented that our trails and parks are what makes our community so unique. She reiterated that there is \$1.8 million in open space funds left over and that she is honored to be able to make decisions on what to do with that funding. Keeping in mind the possibility of need for purchases of future easements

or property she feels committing \$1.5 million of the \$1.8 million remaining would be appropriate.

Councilwoman Scholl asked staff what they would like to see remain in the fund for future purchases and stated that she did not feel it was a prudent use of the funds to allocate all of the money to this endeavor, but felt that committing up to \$1.5 million would be appropriate.

Mr. Baynes responded that at least \$300,000 would be appropriate for future use.

Councilman Sischka commented that Council and staff have sought out opportunities for years to acquire and protect open space in a way that makes the most sense for this community. He echoed Councilwoman Scholl and stated that he does not want to overspend but thinks it is good to commit ourselves to committing the appropriate amount of money for property in the Dells.

Councilman Blair asked if a motion is needed on this item, and agreed that making the verbiage specific by stating "up to" \$1.5 million is the best idea.

Mayor Pro Tem Orr recognized Councilman Blair who started this effort many years ago and has continued to work with the legislature on open space and a regional park for Yavapai County and Prescott.

Councilman Blair thanked Mayor Pro Tem Orr for her comments and discussed purchases that were made in the 1990s which started all of the open space focus and making Prescott a "green economic Mecca" and working to protect what was important to the community. We have come a long way and he hopes it continues.

Interim City Attorney Matt Podracky read the specific language of HB2284 aloud: "The sum of \$5.3 million is appropriated from the state general fund in fiscal year 2020-2021 to the AZ State Parks Board to distribute to the city of Prescott to purchase property to establish a regional park in Yavapai County."

Councilwoman Scholl reiterated that this allocation is contingent on the legislation passing.

Councilmember Rusing commented that time is of the essence as this is moving forward in the legislature.

Public Comment:

Jovita Fine, addressed Council as member of "Preserve the Earth" in support of HB2284 and asked the Council to approve whatever the city can contribute.

Amber Fields, addressed Council and thanked them for making this statement in support of this proposed legislation. Save the Dells has been working hard to get this passed. She thinks saying "up to" is prohibitive and would encourage them to say \$1.5

million; the state may not contribute the full \$5.3 million depending on what the property owners will agree to and this is an important priority area to acquire.

Tom Rusing, addressed Council regarding Save the Dells and the communities support of Noel Campbell for this legislation. He commented that the real decisions are being made in smaller rooms with smaller groups of people that we need to influence. Our open space and downtown area attract businesses and people to our area so that is important to remember. Mr. Rusing encouraged Council to communicate directly with Karen Fann, Regina Cobb, Senator Godwin, Rusty Bowers, Representative Kavanaugh, Vince Leach, and Steve Pierce who all need to be on board and go to bat for us.

Paula Burr, addressed Council regarding her support of Council's support of HB2284 and the allocation of funds toward it. She said she has been working hard to promote legislation, and spent five days speaking and testifying before representatives regarding the benefit to our local economy and the entire state. Time is of the essence so this needs to be sped along in order to get it passed through and to show Council's support.

COUNCILWOMAN SCHOLL MOVED TO APPROVE THE ALLOCATION OF UP TO \$1.5 MILLION IN OPEN SPACE FUNDS TOWARD THE PURCHASE OF PROPERTY IN AND AROUND THE GRANITE DELLS CONTINGENT UPON HB2284 BECOMING LAW; SECONDED BY COUNCILMAN SISCHKA: [PASSED 6-0].

- F. Approval of City Contract 2020-167 with Motorola for the Purchase of Police Department Handheld Radios, in an Amount not to Exceed \$367,000, Using State of Arizona Contract No. ADSPO13-036880 Pricing. Funding is Available in the General Fund.

IT Director Nate Keegan provided a presentation to Council for the purchase of 106 radios and all associated materials for the Police Department.

Councilman Blair commented on the importance of ensuring that safety staff have the best possible equipment and that it is compatible with other agencies. He asked staff for confirmation regarding compatibility and thanked them for bringing this item forward.

Mr. Keegan confirmed that the equipment is state of the art and stated that the current equipment is between 8-14 years old and in need of replacement. He said this equipment is compatible with other agency equipment as well.

Councilman Goode commented on his support for this item in making sure that we have a quality contract and compatibility with other agencies in the region.

COUNCILMAN SISCHKA MOVED TO APPROVE ITEM 9.F.; SECONDED BY COUNCILMAN BLAIR: PASSED [6-0].

10. ADJOURNMENT

Mayor Pro Tem Orr recognized new Deputy City Clerk Michelle Shaw and welcomed her to the city staff.

There being no further business to discuss, Mayor Pro Tem Orr adjourned the meeting at 4:52 p.m.

GREG MENGARELLI, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

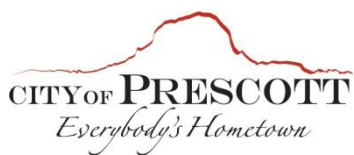
I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council of the City of Prescott, Arizona held on the 10th day of March, 2020. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2020.

AFFIX
CITY SEAL

Sarah M. Siep, City Clerk

Attachment: March 10, 2020 Voting Meeting (2895 : Approval of 3/10 Minutes)



COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **VOTING MEETING** **3-24-20**

DEPARTMENT: **Recreation Services**

AGENDA ITEM: Approval of Acceptance of a Donation from the Harold James Foundation for the Purchase of a CBE40 Pro Hybrid Screen and Projection Equipment for Free Family Movie Nights at Ken Lindley Park, in the Amount of \$28,846.25 Plus Applicable Taxes.

Approved By: Michael Lamar, City Manager

Item Summary

With the approval of this donation and purchase we will be able to offer free Family movie night at Ken Lindley field on Friday nights throughout the summer.

Background

In the Fall of 2019 the Recreation Services Department began discussions with the Harold James Family Trust centered around their desire to offer funding to support a Free Family movie night at Ken Lindley field on Friday nights throughout the summer. The Harold James Family Trust has an extensive history of supporting the quality of life in our community. Some of the projects they have provided funding for include the remodel of the Elks Theater, Kayla's Hands playground, the bronze statue at Hwy 89 and Phippen Trail , the future bronze statue to be located at Hwy 89 and Willow Creek Road as well as land donations at the airport and Willow Creek Road.

The event will begin on May 29th (provided social conditions allow) and will continue through August 7th. In addition to the movie there will also be food trucks and a kids zone including bounce houses. The events will be run by Hero Party rentals who will be responsible for all areas of managing the event including set up teardown and security.

We received three bids for the screen and projection equipment and are recommending award to the low bidder Open Air Cinema in the amount of \$28,846.25 +applicable taxes.

Financial Impact

The donation from the Harold James Family Trust will cover the cost of the equipment as well as year one operating costs. Operational cost for future years will be paid for

AGENDA ITEM: Approval of Acceptance of a Donation from the Harold James Foundation for the Purchase of a CBE40 Pro Hybrid Screen and Projection Equipment for Free Family Movie Nights at Ken Lindley Park, in the Amount of \$28,846.25 Plus Applicable Taxes.

through sponsorships from local businesses.

Attachments

1. Invoice - Open Air Cinema LLC

Recommended Action: MOVE to approve donation and make purchases.

Open Air Cinema LLC

1349 S 500 E Ste 203
 American Fork, UT 84003 US
 866-329-3180
 sales@openaircinema.us
 www.openaircinema.us

**INVOICE**

BILL TO	SHIP TO	SHIP VIA	LTL	INVOICE	1132
Ryan Glass	Ryan Glass			DATE	03/13/2020
City of Prescott Parks and Recreation	City of Prescott Parks and Recreation			TERMS	Due on receipt
Dep	Dep			DUE DATE	03/13/2020
1301 E Gurley St. Suite B	1301 E Gurley St. Suite B				
Prescott, AZ 86301	Prescott, AZ 86301				
United States	United States				

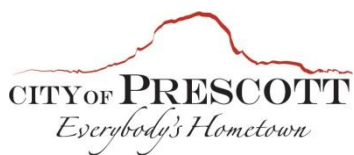
ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
CBE40 Pro Hybrid	40' Elite Screen - (40'x 22.5' projection surface) Heavy Duty PVC Reinforced Vinyl Inflatable Frame Theatrical Grade Projection Surface Choose: Front Only/w Black Back Projection Surface (1) Large Air Blower Muffler (Sound Dampening) Carrying bag for Screen w/ Labels on Frame Heavy Duty Screen Mover High Tension Tethers Heavy Duty Stakes (5) Sledgehammer Repair Kit Optoma Projector Model WU1500 Projector Protective Case Projector Tripod Pro Cinebox System includes: All in One Cinebox Hard Case & Console Light / Drawer Furman Power Conditioner 4 Channel RackMount Audio Mixer Bluray Player International (Wifi & USB Slot) Shure Wireless Microphone + Wired Microphone (4) 4000 Watt Speakers - Mackie 12 inch SRM450 3v (4) Speaker Stands w/ Bags 450' Triple Head Electrical Extension Cable - (2) 100', (4) 50', (2) 25' Cables 500' Audio Cables - (4) 100', (2) 50' XLR Cables Cable Bag Event Producer Tackle Box (audio visual accessories cables and tools) Setup Guide 3 Year Warranty + Free shipping	1	32,999.00	32,999.

Attachment: Invoice - Open Air Cinema LLC (2898 : Free Family Movie Night)

Thank You For Choosing Open Air Cinema!

SUBTOTAL	32,999.
DISCOUNT	-4,152.
TOTAL	28,846.
BALANCE DUE	\$28,846.1

Attachment: Invoice - Open Air Cinema LLC (2898 : Free Family Movie Night)

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **3-24-20**

DEPARTMENT: **Information Technology**

AGENDA ITEM: Approval of City Contract No. 2020-173 with CentralSquare Technologies in an Amount not to Exceed \$125,727.70 for TriTech Inform RMS Software Implementation using Monterrey County, California, Contract No. A-13000 Pricing. Funding Will be Split Between the Prescott Police Department, Prescott Valley Police Department and Yavapai College.

Approved By: Michael Lamar, City Manager

Item Summary

This item represents final project tie out of six invoices in the CentralSquare public safety project.

The invoices are for the records management system (RMS) go live and associated activities.

Background

Like any large and complex project the CentralSquare TriTech public safety project has had its share of bumps along the way.

We have been sitting on these invoices as a calculated way to leverage CentralSquare to ensure that various loose ends have been addressed to the satisfaction of everyone involved.

At this time the issues tied to holding these invoices have been resolved and we are clear, by your leave, to approve payment of these items.

Financial Impact

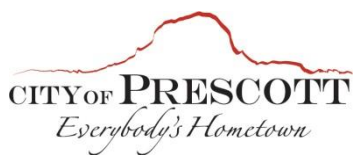
Funds for these invoices is an FY20 approved budget carryover item. Costs for these items will be split out by Prescott Regional Communications Center between Prescott Police, Prescott Valley Police, and Yavapai College for cost recovery.

Projected breakdown by agency for this item:

AGENDA ITEM: Approval of City Contract No. 2020-173 with CentralSquare Technologies in an Amount not to Exceed \$125,727.70 for TriTech Inform RMS Software Implementation using Monterrey County, California, Contract No. A-13000 Pricing. Funding Will be Split Between the Prescott Police Department, Prescott Valley Police Department and Yavapai College.

- Prescott Police – 47.5%
- Prescott Valley Police – 47.5%
- Yavapai College – 5%

Recommended Action: **MOVE** to approve City Contract No. 2020-173.

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **3-24-20**

DEPARTMENT: **Public Works**

AGENDA ITEM: Adoption of Resolution No. 2020-1738, Approving City Contract No. 2020-171, for a Development Agreement with Chamberlain Development for the Realignment and Widening of Willow Creek Road.

FUNDING SOURCE: Streets Fund

Approved By: Michael Lamar, City Manager

Item Summary

This item is to approve a Development Agreement (DA) between the City and Chamberlain Development (Owner) for the construction of the Willow Creek Road widening and curve realignment.

Background

The City designed and constructed the realignment of Willow Creek Road in 2016 which connected to the SR89/Willow Creek Road round-a-bout. Under the long-term transportation masterplan for this area, the Willow Creek Roadway realignment was intended to be an interim use until other roadway connections could be completed.

With the construction of Antelope Crossings, Westwood Subdivision and the Trinity school, the traffic impact analysis for these private development projects is requiring the widening of Willow Creek Road from James Lane north to the Willow Creek Road curve by Chamberlain Development. As part of the Cities Capital Improvement Program for FY20, the design of the Willow Creek Road curve realignment was recently completed. The design includes the realignment of the curve, widening of Willow Creek Road from 2 lanes to 4 lanes and the installation of a center median from SR89 to the end of the curve.

The City and Chamberlain Development are entering into a DA for the combined construction of both projects. Under the agreement, the Owner will be solely responsible for the construction of the portion of Willow Creek Road from James Lane going north to the start of the Willow Creek Road curve. The owner shall remove the existing asphalt in the Willow Creek Road curve, remove 30,000 cubic yards of export material and dedicate to the City additional right of way needed to realign the roadway curve. The City shall reimburse the Owner for the construction of the newly designed

AGENDA ITEM: Adoption of Resolution No. 2020-1738, Approving City Contract No. 2020-171, for a Development Agreement with Chamberlain Development for the Realignment and Widening of Willow Creek Road.

Willow Creek Road curve, reimburse the Owner for removal of export material in excess of 30,000 cubic yards and provide construction documents and record drawings for construction. Combining the projects for construction will result in a savings to the City of up to \$450,000.

Financial Impact

Funding for the Willow Creek Road curve realignment project is available in the Streets fund. Public Works will present the approval for the construction cost reimbursement on a future council meeting.

Attachments

1. Resolution No. 2020-1738 (Chamberlain Development DA)
2. Willow Creek Road Development Agreement

Recommended Action: MOVE to adopt Resolution No. 2020-1738.

RESOLUTION NO. 2020-1738

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CHAMBERLAIN DEVELOPMENT, L.L.C. (CITY CONTRACT NO. 2020-171); AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, property owner, Chamberlain Development, L.L.C., an Arizona limited liability company, ("Property Owner") owns real property, along Willow Creek Road corridor, located in the City of Prescott, Yavapai County, Arizona; and

WHEREAS, the City of Prescott ("City") desires to enter into a Development Agreement with the Property Owner to govern the entitlement and development of the Property in accordance with, the City's General Plan and Zoning Ordinance; and

WHEREAS, Arizona Revised Statutes §9-500.05, allows for the City and the Property Owners, (the "Parties") to enter into a Development Agreement in order to facilitate the development of the Property by providing for, among other things: (1) the permitted uses for the Property and the density and intensity of such uses; (2) the conditions, terms, and requirements for the construction, installation, and financing of infrastructure; and (3) other matters related to the development and operation of the Property; and

WHEREAS, The Parties acknowledge that the ultimate development of the Property within the City is a project of such magnitude that each requires assurances from the other; and

WHEREAS, the Parties acknowledge that the development and operation of the Property pursuant to this Agreement will result in significant planning and economic benefits to the City and its residents; and

WHEREAS, it is in the City's best interests to enter into a Development Agreement with the Property Owner.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves entering into a Development Agreement (City Contract No. 2020-171) with Chamberlain Development, L.L.C., an Arizona limited liability company.

Section 2. THAT the Mayor and staff are hereby authorized to execute the Development Agreement (City Contract No. 2020-171) with Chamberlain Development,

RESOLUTION NO. 2020-1738

PAGE 2

L.L.C, an Arizona limited liability company; and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this _____ day of _____, 2020.

GREG L. MENGARELLI , Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP, City Clerk

MATTHEW PODRACKY,
Interim City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned, Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2020-1738 is a true, correct and accurate copy of Resolution No. 2020-1738, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2020, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this day of , 2020.

Seal

City Clerk

When Recorded, Return To:

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



City Contract No.: 2020-171

**WILLOW CREEK ROAD REALIGNMENT
DEVELOPMENT AGREEMENT**

DATED _____, 2020

**BETWEEN THE CITY OF PRESCOTT
AND
CHAMBERLAIN DEVELOPMENT, L.L.C. ("OWNER")**

Attachment: Willow Creek Road Development Agreement (2892 : Willow Creek Road Development Agreement)

WILLOW CREEK ROAD REALIGNMENT DEVELOPMENT AGREEMENT

1. EFFECTIVE DATE. The Effective Date of this Development Agreement (“Agreement”) is _____, 2020.

2. PARTIES. The parties to this Agreement are:

City of Prescott, an Arizona municipal corporation
201 South Cortez Street
Prescott, Arizona 86301
(the “City”)

Chamberlain Development, L.L.C, an Arizona limited liability company
1050 W. Washington Street, Suite 214
Tempe, Arizona 85281-1494
(“Owner”)

3. BACKGROUND. The following is the background to this Agreement:

(a) Owner owns that certain real property located along the Willow Creek Road corridor and is seeking approval of a final plat and/or engineering permits adjacent to a portion of Willow Creek Road more specifically shown on Exhibit A.

(b) The City desires to realign and expand the existing Willow Creek Road curve located between SR89 and Amethyst in order to increase capacity and improve safety. (Exhibit B)

(c) The development of the Owner’s Parcels triggers the need to widen the portion of Willow Creek Road shown on Exhibit C. The Owner has designed and permitted this work through the City.

(d) The City has completed the design for the realignment and expansion of Willow Creek Road curve shown in Exhibit B.

(e) The City and Owner acknowledge that the realignment and expansion of Willow Creek Road (i) encourages investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) require development of the Property to be consistent with the City’s General Plan, the City Code (which includes the City’s Land Development Code “LDC: and the General Engineering Standards “GES”), the Project Plan, and the Deep Well Ranch Master Plan; (iii) provide for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the

Property; (iv) increase tax and other revenues to the City based on improvements to be constructed on the Property; (v) create employment through development of the Property consistent with this Agreement, the LDC and the Project Plan; and (vi) create limited quality housing and other uses for citizens of the City. The City and Owner acknowledges that the realignment and expansion of Willow Creek Road will result in significant benefits to Owner and City.

(f) Among other things, realignment and expansion of Willow Creek Road in accordance with this Agreement, will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Property and improve safety to the traveling public.

4. AGREEMENT. For good and valuable consideration, including the benefits to the City and Owner as described above, the City and Owner agree as is more specifically set forth in this Agreement.

(a) The Owner shall cause the improvements to Willow Creek Road to be constructed per City Code requirements in the area identified on Exhibit C at Owner's sole expense. Additionally, the Owner shall cause to construct the improvements to Willow Creek Road curve per City Code and design documents in the area identified on Exhibit B.

(b) The City shall provide Owner with approved design documents and record drawings for the construction of the Willow Creek Road curve project as shown on Exhibit B. The City shall reimburse the Owner for construction costs as identified in Section 6 of this agreement.

5. LAWS AND REGULATIONS. The Prescott City Code (which contains the City's "LDC" and "GES"), as may be amended from time to time and the Deep Well Ranch Master Plan, shall govern the development of the Property pursuant to the Project Plan. The City must be able to regulate the planning and development of public roadways and the construction and installation of improvements of public roadways in order to serve the best interests of the City. Consequently, the City reserves the right to amend existing or to adopt new laws, rules and regulations for the City, including resolutions, official policies and procedures, the City Code (including the LDC and GES)(collectively, as amended or adopted from time to time, the "Laws and Regulations"). Any change to the Laws and Regulations as allowed in this section shall not discriminate against Owner, and any change shall be uniformly applied to all Property at such time such Property is within the boundaries of City. Owner reserves its right to object to and redress the City as to any amendments or additions to the Laws and Regulations based upon applicable United States and Arizona statutory and case law. As set forth herein, the City shall use its best reasonable efforts to process all plans, permits and subdivision plats in accordance with the schedule and time frames set forth in the City's Land Development Code and applicable City policies and time frames applicable to similar projects. Owner shall use its best efforts to

ensure quality and completeness of all submittals, in accordance with Laws and Regulations and submittal requirements, and shall exercise good faith reasonable efforts to ensure that all resubmittals address the City review comments and requirements, at the time of each resubmittal. Owner acknowledges that the lack of quality and completeness in its plans at the time of submittal and resubmittal may adversely impact the schedules as set forth in this Agreement.

6. WILLOW CREEK CURVE.

(a) The Owner shall at Owners sole expense, demolish the existing roadway and provide mass earthwork.

- 1) The Owner shall complete demolition, which shall include, removal of existing asphalt and 30,000 cubic yards of export material as identified on the design documents.
- 2) The Owner shall install water and sewer as shown on improvement plans, sheet C.09. (Exhibit D)
- 3) The Owner shall dedicate additional right of way to the City as part of the Antelope Hills, Phase 5 Final Plat for the Willow Creek Road curve improvements, as shown on Exhibit E.

(b) The City shall reimburse the Owner for construction of all new improvements up to and including storm drain installation, sub-grade preparation, curb, gutter and sidewalk installation, paving and other appurtenances for the roadway section as shown on the final improvement plans.

- 1) The City shall reimburse Owner for any export that exceeds 30,000 cubic yards.
- 2) The City shall review and approve costs of construction for final improvements prior to Owner beginning construction.
- 3) The City shall abandon rights of way no longer needed for the improvements to the Owner.

7. MAINTENANCE OF PUBLIC IMPROVEMENTS. Upon acceptance, the City shall assume responsibility for maintenance of the Public Improvements described herein which are located within the City's jurisdictional limits. All warranties applicable to the construction shall inure to the benefit of the City.

8. DEVELOPMENT TIMING. Owner shall initiate construction of the above named improvements within sixty (60) days of approval of this agreement.

9. RESTRICTIONS. Provided that Owner has met the requirements set forth in this Agreement, the City shall not (i) impose a moratorium, as that term is defined in A.R.S. §9-463.06; (ii) enforce any Laws or Regulations that directly impose material limitations on the rate, timing or sequencing of development on the Property, or (iii) impose any Laws or Regulations which are for antigrowth purposes or, as applied to the Property, significantly and materially frustrate the density of uses contemplated by the Project Plan for such particular development (collectively, the “Limitations”). This prohibition shall not apply to the extent that Limitation may be (a) required or mandated by county, state or federal laws; (b) required or imposed by judicial or regulatory action; or (c) necessary to alleviate or otherwise contain threats to public health or safety. Unless the City imposes or enforces Limitations as permitted in this section and subject to all Laws and Regulations, Owner shall be allowed to apply for and receive approvals from the City for development on the Property that is consistent with this Agreement and the Project Plan.

10. COMPLIANCE WITH LAWS AND REGULATIONS. The City hereby represents that, after diligent review, to the best of its knowledge, information and belief, this Agreement is not inconsistent with or prohibited by any Laws and Regulations. The City and Owner hereby represent, each to the other, that to the best of their knowledge, information and belief they have not received nor are they aware of any action which would result in a notice from any federal, state or county agency, that in any way would impair the City’s or Owner’s ability to fulfill its obligations under this Agreement.

11. NOTICES. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, as of the third business day after mailing by United States mail, postage prepaid, return receipt requested, or upon the next business day if delivered by Federal Express or similar overnight delivery system, addressed as follows:

IF TO THE CITY:
Public Works Director
443 North Virginia Street
Prescott, Arizona 86301

WITH A COPIES TO:
City Attorney
City of Prescott
221 South Cortez Street
Prescott, Arizona 86303

IF TO OWNER:
Chamberlain Development, L.L.C.
1050 W. Washington St., Suite 214

Tempe, AZ 85281-1494

The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as above provided.

12. DEFAULTS AND REMEDIES. In the event a default should occur under any of the obligations of the City or Owner as provided in this Agreement, each party shall be entitled to exercise such rights or remedies as may be available pursuant to the terms of such document, at law or in equity, including without limitation specific performance, except as such document may specifically limit such remedies. Notwithstanding the foregoing, each party waives any claim such party may have for incidental or consequential damages arising out of a failure of performance of the other party under this Agreement.

13. ASSIGNMENT AND ASSUMPTION. The Owner shall have the right to sell, assign or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Owner shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Property, at least 30 days in advance of such action. Owner shall ensure that buyer is knowledgeable and agrees to all terms of this Agreement which buyer shall be assuming. Owner, and any subsequent owner of all or any portion of the Property, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein. If a portion of the Property has been sold, acquired or assigned pursuant to the provisions of this Agreement, then any default pertaining solely to any such separately sold, acquired or assigned portion shall not operate to terminate or otherwise affect the other portions of the Property. However, nothing in this provision shall be interpreted to relieve or eliminate any of the required obligations of the development or Owner as set forth herein and Owner and any successors in interest agree to insure that any such separately sold, acquired or assigned portion assumes any required obligations pertaining to such portion of the Property, and that no assignment, sale, or acquisition shall take place that would adversely impact the obligations required of Owner herein.

14. INSTITUTION OF LEGAL ACTIONS; GOVERNING LAW. Any legal actions instituted pursuant to this Agreement must be filed in the County of Yavapai, State of Arizona. The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

15. WAIVER OF RIGHT TO TRIAL BY JURY. 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 any such litigation to the Court (bench trial) and that the parties agree that this Agreement shall be deemed to have been created in Yavapai County, Arizona, and to be subject to the

jurisdiction of the Yavapai County Superior Court, and that any claims to alternative jurisdiction based on diversity of citizenship, corporate location, etc. are waived by the Parties pursuant to this Agreement.

16. ACCEPTANCE OF LEGAL PROCESS. If any legal action is commenced by Owner against the City, service of process on the City will be made by personal service upon the City Clerk of the City of Prescott, or in such other manner as may be provided by law. If any legal action is commenced by the City against Owner, service of process will be made by personal service or in such other manner as may be provided by law, whether made within or without the State of Arizona.

17. TIME. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

18. FURTHER ACTS. Owner and the City shall promptly and expeditiously 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.

19. TIME OF ESSENCE. Time is of the essence in implementing the terms of this Agreement.

20. SUCCESSORS. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the City and Owner pursuant to A.R.S. §9-500.05(D), provided, however, Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof. Upon transfer of the Property or any portion thereof by Owner, the new owner shall automatically become the Owner hereunder with respect to the Property or portion thereof so transferred, and the Owner shall be released from this Agreement as it applies to that portion of the Property that has been transferred.

21. CHALLENGES TO THIS AGREEMENT. In the event that this Agreement or any approvals given by the City related to this Agreement are ever challenged, Owner reserves the right to intervene in such action at Owner's sole cost and expense.

22. RIGHTS AND REMEDIES ARE CUMULATIVE. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting party.

23. CONFLICT OF INTERESTS. No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

24. WARRANTY AGAINST PAYMENT. Owner warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys and any licensed real estate broker retained by Owner.

25. NO LIABILITY OF OFFICIALS, PARTNERS AND EMPLOYEES. No member, official or employee of the City will be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Owner or successor, or on any obligation under the terms of this Agreement.

26. NO WAIVER. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nothing herein shall constitute a waiver of the City's police powers or amount to an unlawful delegation of governmental authority by the City.

27. SEVERABILITY. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

28. CAPTIONS. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

29. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including the recitals appearing at the beginning of this Agreement and the below-listed exhibits that are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – Willow Creek Road Owner's Project Area
 Exhibit B – Willow Creek Road Curve Realignment
 Exhibit C – Owner's Willow Creek Road Widening Project
 Exhibit D – Willow Creek Road Improvement Plans Sheet C.09

Exhibit E – Right of Way Dedication and Abandonment Areas

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

30. NO AGENCY CREATED. Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Owner. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.

31. GOVERNING STATUTES. References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

32. MODIFICATION AND WAIVER. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

33. OWNER'S AUTHORITY. Owner warrants and represents that it is a duly organized and validly existing corporation formed under the laws of the State of Arizona and authorized to transact business in the State of Arizona. The entry by Owner into the transaction contemplated by this Agreement and the performance by Owner of all of its obligations in connection herewith have been duly and validly authorized by all necessary action(s), are in accordance with applicable law and are not in violation of Owner's Operating Agreement, Articles of Incorporation or Bylaws, as the case may be. This Agreement and all additional documents delivered in connection with this Agreement have been duly and validly executed and delivered by Owner and constitute the legal, valid and binding obligations of Owner.

34. INDEMNITY. Each of the parties shall indemnify, protect, defend and hold harmless the other from and against any and all claims, costs, damages and liabilities (including attorneys' fees and costs) arising from any breach by such party of any of the representations and warranties contained herein.

35. WAIVER OF ATTORNEYS' FEES. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.

36. JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

37. BINDING AGREEMENT. Subject to any limitation on assignment elsewhere set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

38. COVENANTS RUNNING WITH THE LAND. The conditions and covenants set forth in this Agreement and incorporated herein by the exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Owner and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a Party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

IN WITNESS WHEREOF, the parties have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

CITY OF PRESCOTT,
an Arizona municipal corporation

Greg L. Mengarelli, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Matthew Podracky,
Interim City Attorney

STATE OF ARIZONA)
) ss.
 County of Yavapai)

This instrument was acknowledged before me this _____ day of _____, 2020, by Greg L. Mengarelli, Mayor of the CITY OF PRESCOTT, an Arizona municipal corporation, on behalf of the municipal corporation.

 Notary Public

My Commission Expires:

CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company:

By: James M. Chamberlain

Its: Manager

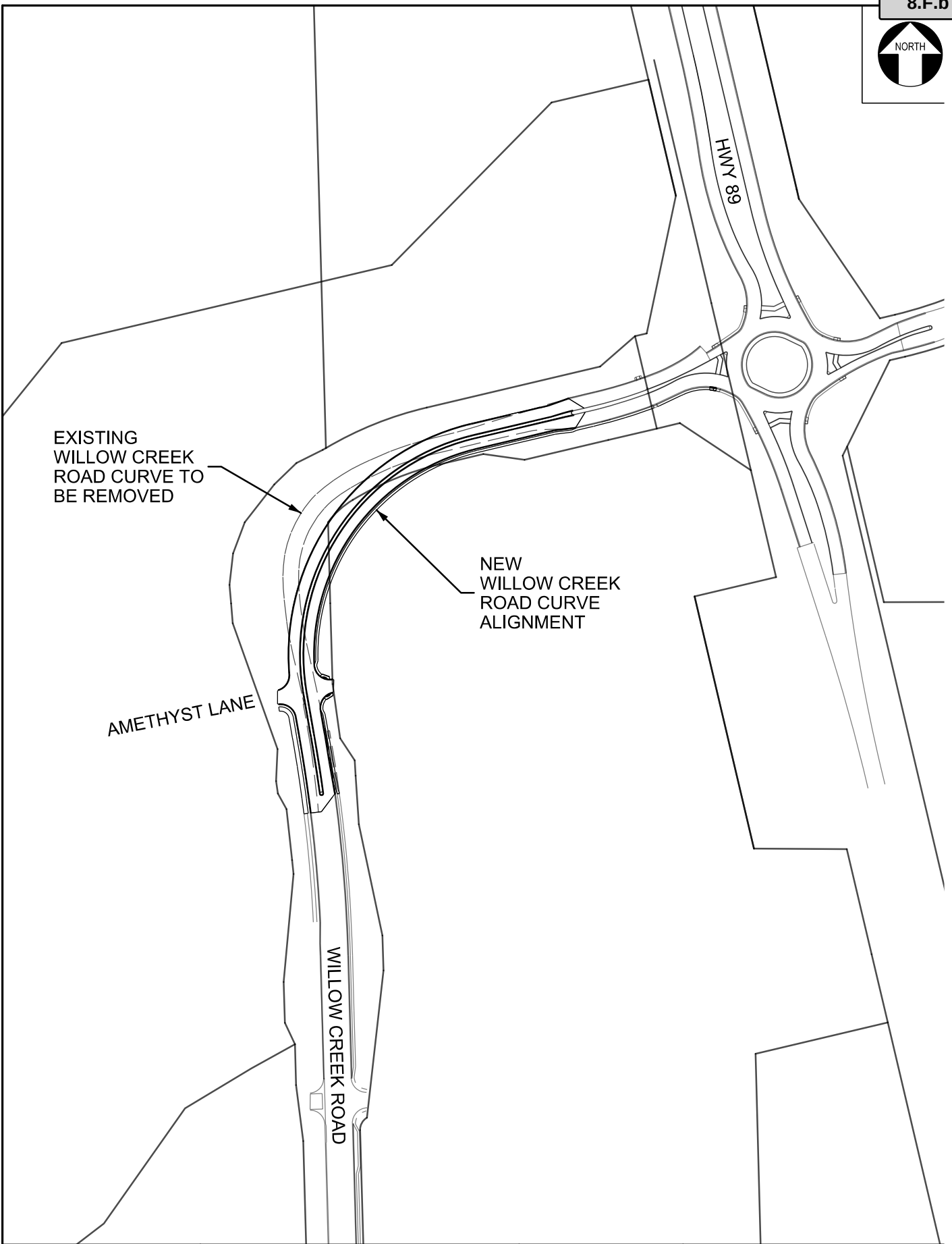
STATE OF ARIZONA)
) ss.
 County of Yavapai)

This instrument was acknowledged before me this _____ day of _____, 2020 by James M. Chamberlain as Manager of Chamberlain Development, L.L.C., an Arizona limited liability company.

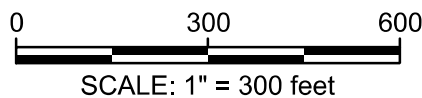
 Notary Public

My Commission Expires:





Attachment: Willow Creek Road Development Agreement (2892 : Willow Creek Road Development Agreement)



1650 Willow Creek Rd, Prescott, AZ 86301
Phone: (928) 776-1750

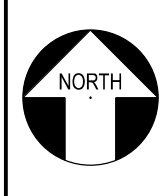
EXHIBIT B

EXHIBIT C



FILENAME: G:\Projects\903_LCI_Investments\903-1_WCR-Improvements\CADD\GIS\Mapas&Exhibits\WCR-Road-ROW.dgn

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF LYON ENGINEERING & SURVEYING, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF LYON ENGINEERING & SURVEYING, INC.



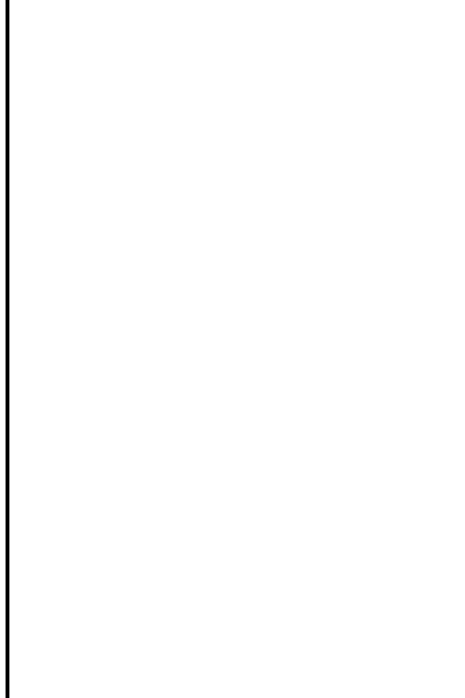
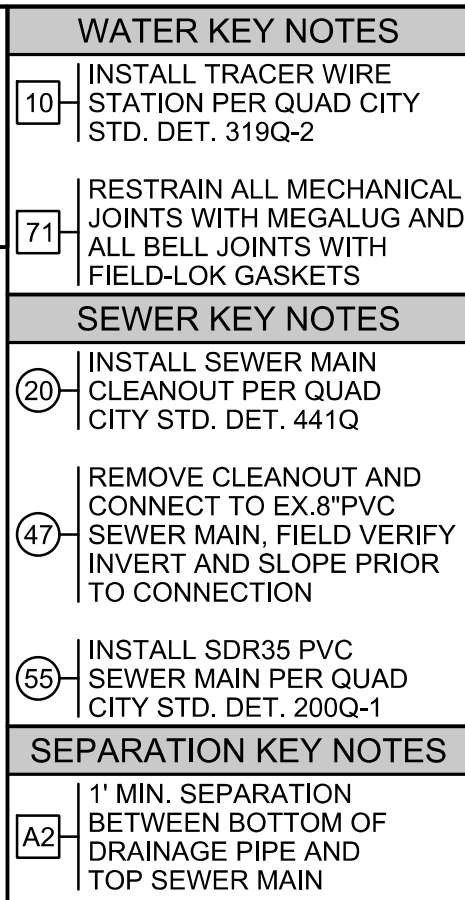
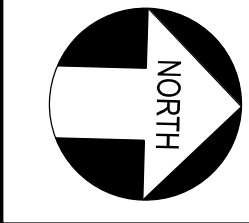
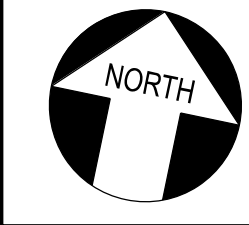
VERIFY SCALE
BY MEASURING
ORIGINAL DRAWING
1" = 100'
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALE PROPORTIONALLY



CIVIL
**EXHIBIT C
RIGHT OF WAY EXHIBIT**

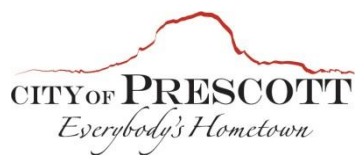
NOT FOR
CONSTRUCTION

DATE
MARCH 2020
LYON PROJECT #
DRAWING NUMBER
EH.1
SHEET 1 OF 1



WATER & SEWER PLAN

DATE	FEBRUARY 2020
LYON PROJECT #	274-51
DRAWING NUMBER	C.09
SHEET	14 OF 17

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **3-24-20**

DEPARTMENT: **Community Development**

AGENDA ITEM: Approval of Final Plat (FNP20-003) for Phase 5 of Antelope Crossings P.A.D., a 255 Lot Single-Family Planned Area Development (PAD) [Zoning is SPC]

Approved By: Michael Lamar, City Manager

Item Summary

This is a request for a final plat approval for Phase 5 of the 255 lot Antelope Crossings Planned Area Development (PAD) subdivision. This request is consistent with the Preliminary Plat and the associated development agreements approved by the City Council. Approval of this plat phase was deferred while efforts were made to address the concerns about the Willow Creek Road curve to the north of this phase. With those efforts nearing resolution, this phase can now be brought forward for Council action.

Phase 5 contains 58 lots, several open space tracts and road rights-of-ways, on 17.62 acres.

Preliminary Plat

The approved Preliminary Plat for Antelope Crossings included a five-phase PAD subdivision located on 50.68 acres. The original zoning of the project site included a mix of Multi-family High Density (MF-H), Business Regional (BR), and Industrial Light (IL). The area was rezoned as a part of the Deep Well Ranch Master Plan and is all now Special Planned Communities (SPC).

Attachments

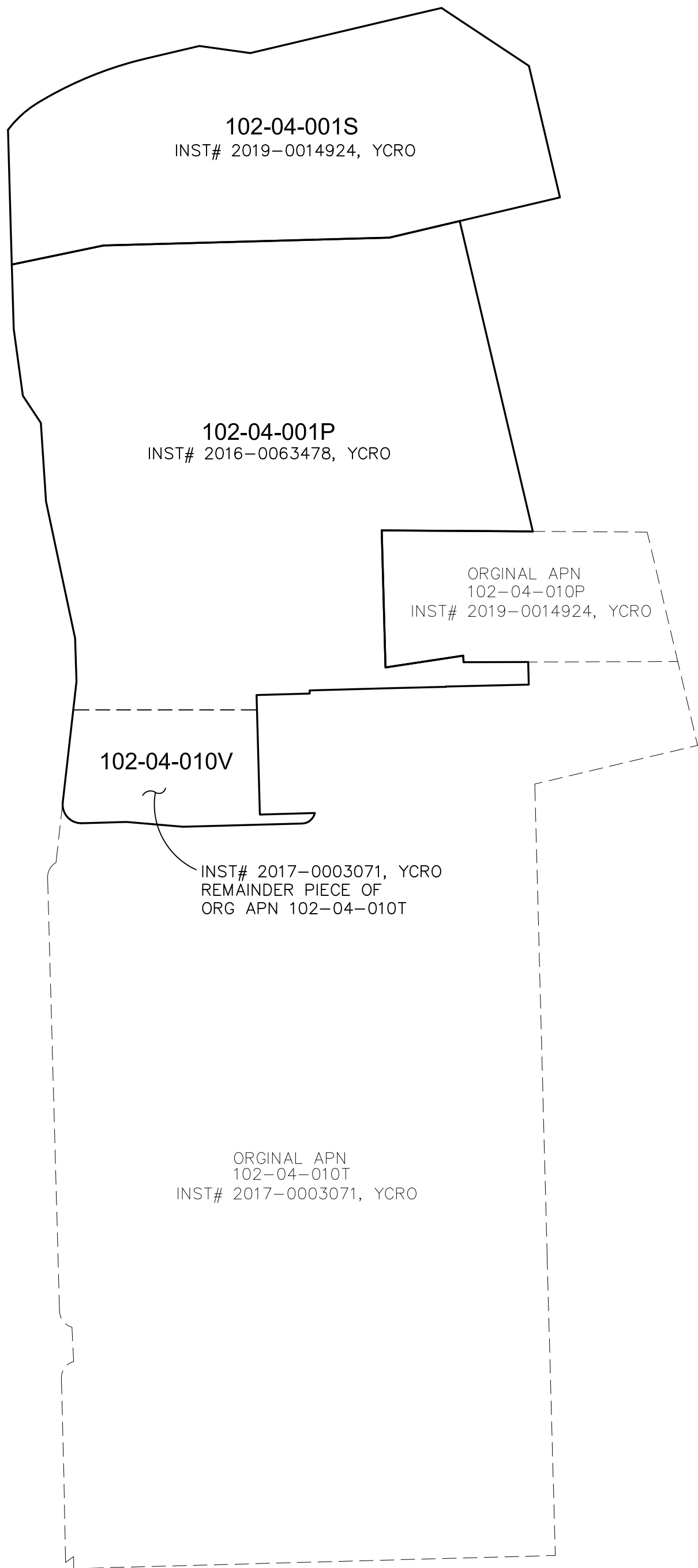
1. FNP20-003 Antelope Crossings Phase 5 Final Plat
2. Antelope Crossings Amended Preliminary Plat

Recommended Action: **MOVE** to approve FP20-003, a final plat of Phase 5 of Antelope Crossings subdivision.

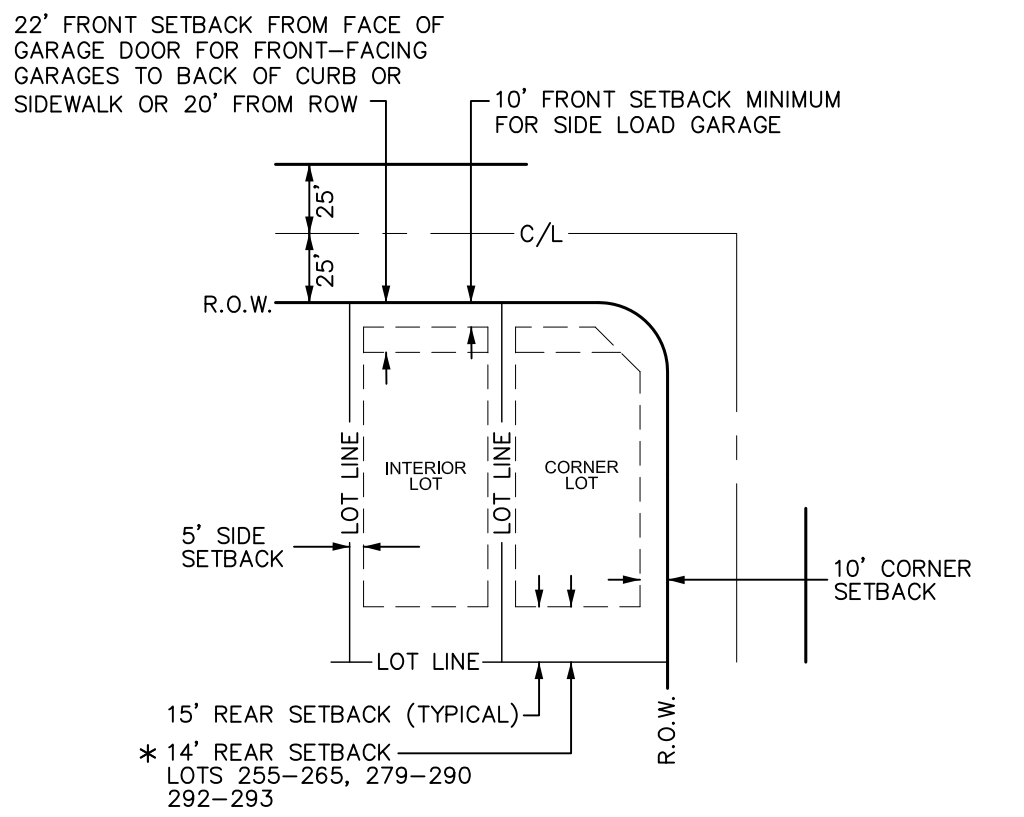
Packet Pg. 47

FINAL PLAT
ANTELOPE CROSSINGS PHASE 5

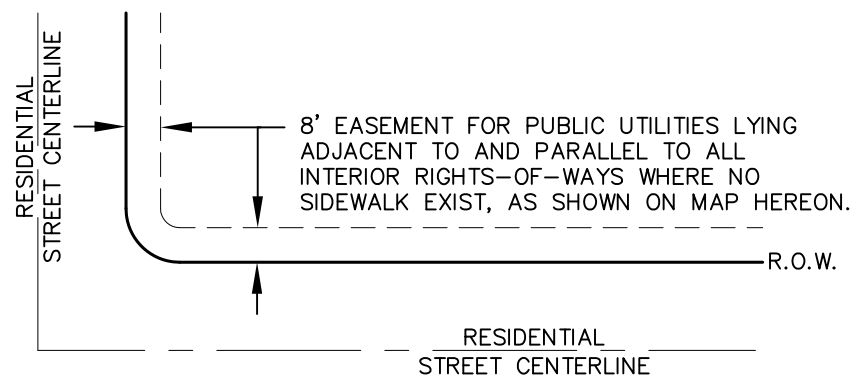
LOCATED IN SECTION 26, TOWNSHIP 15 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
YAVAPAI COUNTY, ARIZONA.



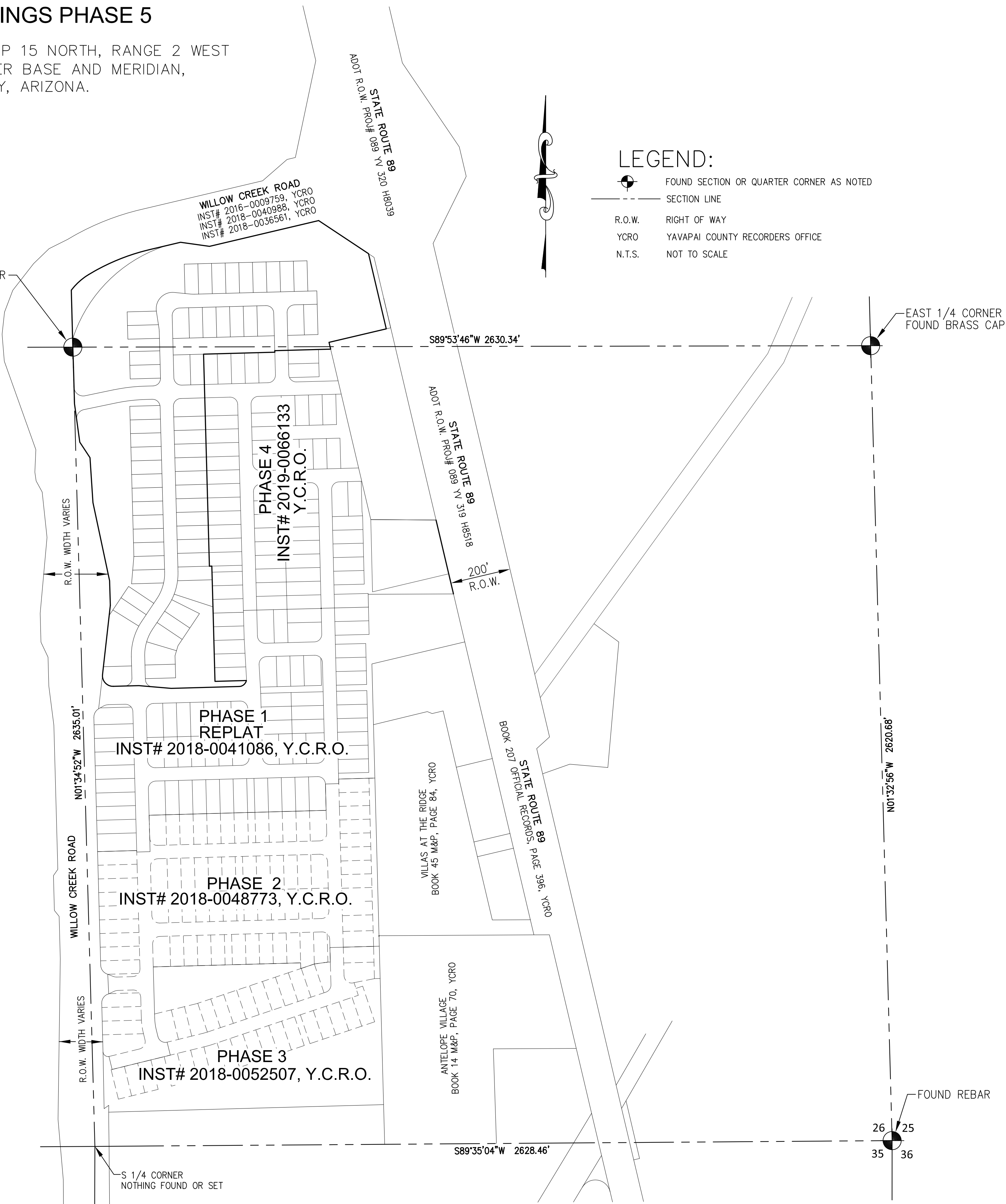
PARENT PARCEL
N.T.S.



TYPICAL BUILDING ENVELOPE
N.T.S.



RESIDENTIAL STREET SIDE EASEMENTS
N.T.S.

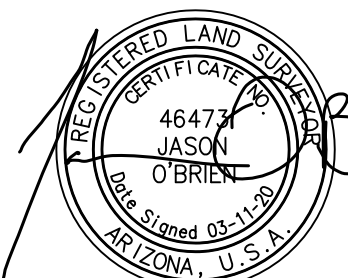


LOCATION MAP
N.T.S.

LEGEND:

- FOUND SECTION OR QUARTER CORNER AS NOTED
- SECTION LINE
- R.O.W. RIGHT OF WAY
- YCRO YAVAPAI COUNTY RECORDERS OFFICE
- N.T.S. NOT TO SCALE

JASON O'BRIEN, R.L.S.

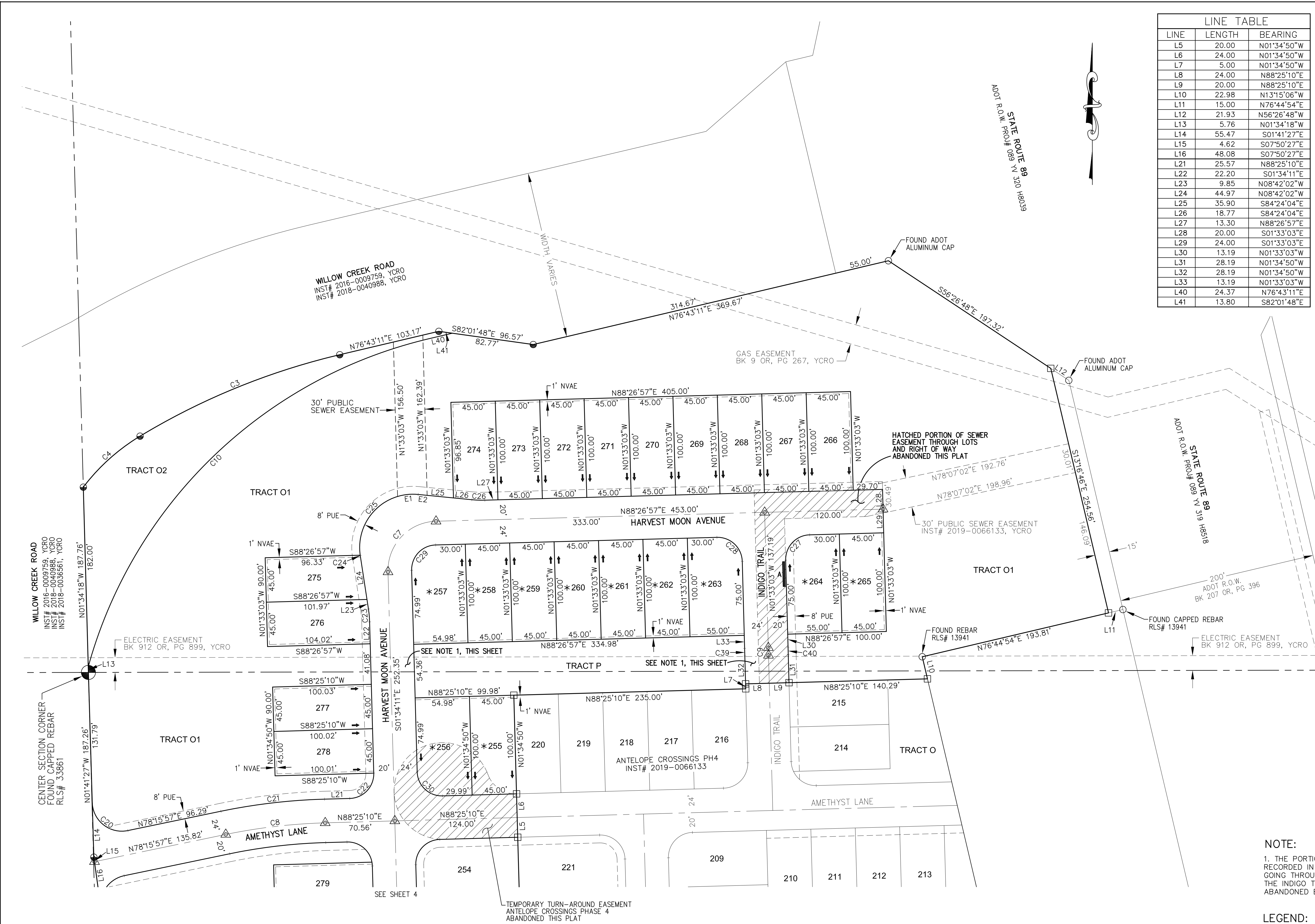


EXPIRES 6/30/22

LYON ENGINEERING
Civil Engineers • Land Surveyors

1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750

DATE: 03-11-20	DRAWN BY: RJW
JOB NO: 903-24	CHECKED BY: JO
SHEET 2 OF 4	



LINE TABLE		
LINE	LENGTH	BEARING
L5	20.00	N01°34'50"W
L6	24.00	N01°34'50"W
L7	5.00	N01°34'50"W
L8	24.00	N88°25'10"E
L9	20.00	N88°25'10"E
L10	22.98	N1°31'50"W
L11	15.00	N76°44'54"E
L12	21.93	N56°26'48"W
L13	5.76	N01°34'18"W
L14	55.47	S01°41'27"E
L15	4.62	S07°50'27"E
L16	48.08	S07°50'27"E
L21	25.57	N88°25'10"E
L22	22.20	S01°34'11"E
L23	9.85	N08°42'02"W
L24	44.97	N08°42'02"W
L25	35.90	S84°24'04"E
L26	18.77	S84°24'04"E
L27	13.30	N88°26'57"E
L28	20.00	S01°33'03"E
L29	24.00	S01°33'03"E
L30	13.19	N01°33'03"W
L31	28.19	N01°34'50"W
L32	28.19	N01°34'50"W
L33	13.19	N01°33'03"W
L40	24.37	N76°43'11"E
L41	13.80	S82°01'48"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	DISTANCE
C3	219.32	705.00	17°49'27"	N67°48'27"E	218.44
C4	77.75	205.00	21°43'48"	N48°01'49"E	77.28
C7	78.56	50.00	90°01'08"	N43°26'23"E	70.72
C8	101.54	573.00	10°09'13"	N83°20'34"E	101.41
C9	7.79	14996.00	00°01'47"	N01°33'56"W	7.79
C10	502.69	470.00	61°16'51"	S46°04'45"W	479.07
C20	52.38	30.00	100°02'35"	N51°42'45"W	45.98
C21	105.80	597.00	10°09'13"	N83°20'34"E	105.66
C22	39.27	25.00	89°59'21"	N43°25'29"E	35.35
C23	13.07	105.00	07°07'51"	N05°08'07"W	13.06
C24	0.39	54.00	00°24'40"	N08°29'42"W	0.39
C25	97.91	54.00	103°53'18"	N43°39'17"E	85.04
C26	13.10	105.00	07°08'59"	N87°58'33"W	13.09
C27	39.27	25.00	90°00'00"	N43°26'57"E	35.36
C28	39.27	25.00	90°00'00"	N46°33'03"W	35.36
C29	39.28	25.00	90°01'08"	N43°26'23"E	35.36
C30	39.27	25.00	90°00'39"	N46°34'31"W	35.36
C39	7.81	15024.00	00°01'47"	N01°33'56"W	7.81
C40	7.79	14980.00	00°01'47"	N01°33'56"W	7.79

TRACT AREA TABLE		
TRACT	AREA (SF)	AREA (ACRE)
O1	207,054.24	4.75
O2	19,516.36	0.45
P	18,178.30	0.42

LOT AREA	
LOT	AREA (SF)
255	4500.00
256	5364.32
257	5364.97
258	4500.00
259	4500.00
260	4500.00
261	4500.00
262	4500.00
263	5365.87
264	5365.87
265	4500.00
266	4500.00
267	4500.00
268	4500.00
269	4500.00
270	4500.00
271	4500.00
272	4500.00
273	4500.00
274	4459.48
275	4461.86
276	4663.32
277	4500.98
278	4500.60

RECEPTACLE
COLLECTION LOCATION
SEE NOTE 19, SHEET 1

LOTS 264, 265, 266, 267	LENGTH=30'
-------------------------	------------

EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	DISTANCE
E1	21.11	54.00	22°23'49"	N84°24'02"E	20.97

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
E2	9.15	N84°24'04"E

NOTE:
1. THE PORTION OF ELECTRICAL EASEMENT AS RECORDED IN BOOK 912, OR PAGE 899, THAT IS GOING THROUGH THE HARVEST MOON AVENUE AND THE INDIGO TRAIL RIGHT OF WAY, TO BE ABANDONED BY SEPARATE INSTRUMENT.

LEGEND:

- TYPE "B" MONUMENT PER QUAD CITY STANDARD DETAIL 1200, TO BE SET AT THE COMPLETION OF CONSTRUCTION AS SPECIFIED IN THE ANTELOPE CROSSINGS PHASE 5 CONSTRUCTION PLANS BY LYON ENGINEERING & SURVEYING INC.
- FOUND CAPPED REBAR #46473
- FOUND CAPPED REBAR #33861
- FOUND MONUMENT AS NOTED
- PUE PUBLIC UTILITY EASEMENT
- YCRO YAVAPAI COUNTY RECORDERS OFFICE
- NVAE NON-VEHICULAR ACCESS EASEMENT
- LOT DRAINAGE FLOW DIRECTION
- MODIFIED REAR YARD SETBACK SEE TYPICAL BUILDING ENVELOPE SHEET 2
- SECTION LINE
- EASEMENT LINE AS NOTED

JASON O'BRIEN, R.L.S.

EXPIRES 6/30/22

50 0 50 100
SCALE: 1"=50'

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

ANTELOPE CROSSINGS PHASE 5

DATE: 03-11-20	DRAWN BY: RJW
JOB NO: 903-24	CHECKED BY: JO

SHEET 3 OF 4



LINE TABLE		
LINE	LENGTH	BEARING
L1	47.23	N88°25'10"E
L2	1.79	S85°08'10"E
L3	42.46	S85°08'10"E
L4	8.00	S88°25'10"W
L14	55.47	S01°41'27"E
L15	4.62	S07°50'27"E
L16	48.07	S07°50'27"E
L17	35.80	N01°34'50"W
L18	18.34	N33°50'14"E
L19	8.70	N01°34'50"W
L20	21.56	N88°25'10"E
L34	14.83	N01°34'50"W
L35	20.00	N33°50'14"E
L36	2.48	N01°34'50"W
L37	25.95	N06°26'48"E
L38	21.64	N33°50'10"E
L39	33.35	N06°26'48"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	DISTANCE
C1	59.88	35.00	98°01'38"	N42°34'01"W	52.84
C2	33.30	25.00	76°18'53"	N50°15'43"E	30.89
C5	108.18	175.00	35°25'04"	N16°07'42"E	106.46
C6	108.18	175.00	35°25'04"	N16°07'42"E	106.46
C8	101.54	573.00	10°09'13"	N83°20'34"E	101.41
C11	39.27	25.00	90°00'00"	N43°25'10"E	35.36
C12	105.55	199.00	30°23'27"	N13°36'54"E	104.32
C13	17.46	199.00	05°01'37"	N31°19'26"E	17.45
C14	56.68	151.00	21°30'24"	N23°05'02"E	56.35
C15	36.66	151.00	13°54'40"	N05°22'30"E	36.57
C16	3.89	25.00	08°54'17"	N06°01'58"W	3.88
C17	35.38	25.00	81°05'43"	N51°01'58"W	32.50
C18	98.00	553.00	10°09'13"	N83°20'34"E	97.87
C19	45.09	30.00	86°06'25"	N35°12'45"E	40.96
C31	39.27	25.00	90°00'00"	N43°25'10"E	35.36
C32	30.29	195.00	08°54'04"	N02°52'12"E	30.26
C33	45.78	195.00	13°27'01"	N14°02'45"E	45.67
C34	19.86	195.00	05°50'07"	N23°41'19"E	19.85
C35	24.61	195.00	07°13'52"	N30°13'18"E	24.59
C36	46.66	155.00	17°14'53"	N25°12'48"E	46.48
C37	49.15	155.00	18°10'11"	N07°30'16"E	48.95
C38	36.46	25.00	83°33'11"	N43°21'26"W	33.31

LOT AREA	
LOT	AREA (SF)
236	4500.00
237	6161.27
238	5780.55
239	4500.00
240	5121.37
241	8124.14
242	5063.56
243	4680.00
244	4680.00
245	4680.00
246	4680.00
247	4680.00
248	4680.00
249	4680.00
250	4680.00
251	4680.00
252	4680.00

LOT AREA	
LOT	AREA (SF)
253	4680.00
254	6105.87
279	4499.61
280	4500.00
281	4500.00
282	4500.00
283	4500.00
284	4500.00
285	4500.00
286	4500.00
287	4500.00
288	4500.00
289	4500.00
290	4614.78
291	4791.06
292	4500.00
293	4673.50

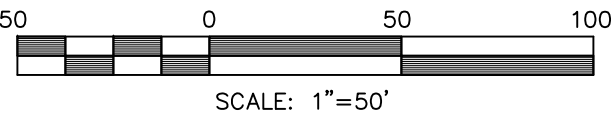
TRACT AREA TABLE		
TRACT	AREA (SF)	AREA (ACRE)
R	35,055.89	0.80
S1	85,527.35	1.96
S2	5,908.72	0.14
T	14,855.06	0.34

LEGEND:

- TYPE "B" MONUMENT PER QUAD CITY STANDARD DETAIL 1200, TO BE SET AT THE COMPLETION OF CONSTRUCTION AS SPECIFIED IN THE ANTELOPE CROSSINGS PHASE 5 CONSTRUCTION PLANS BY LYON ENGINEERING & SURVEYING INC.
- FOUND CAPPED REBAR #46473
- FOUND CAPPED REBAR #33861
- FOUND MONUMENT AS NOTED
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- NVAE NON-VEHICULAR ACCESS EASEMENT
- LOT DRAINAGE FLOW DIRECTION
- MODIFIED REAR YARD SETBACK SEE TYPICAL BUILDING ENVELOPE SHEET 2
- SECTION LINE
- EASEMENT LINE AS NOTED

JASON O'BRIEN, R.L.S.

EXPIRES 6/30/22



LYON ENGINEERING
Civil Engineers • Land Surveyors

1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750

ANTELOPE CROSSINGS PHASE 5

DATE: 03-11-20	DRAWN BY: RJW
JOB NO: 903-24	CHECKED BY: JO

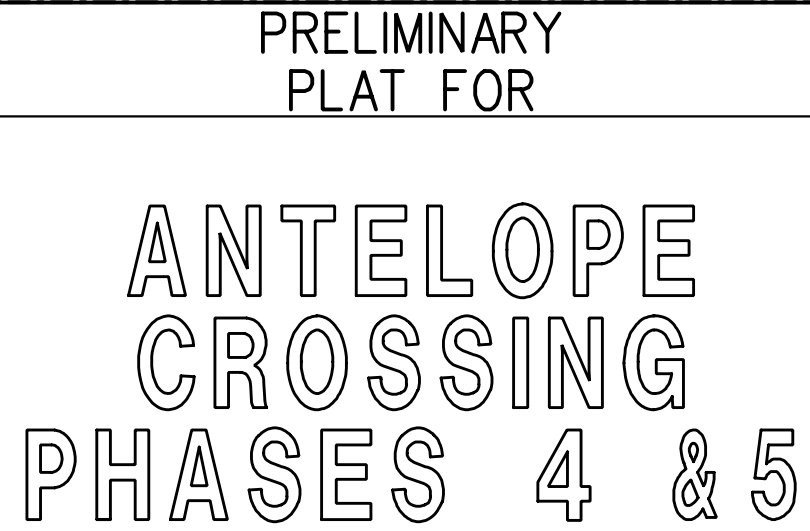
SHEET 4 OF 4

Land Area (ac)		
Total	50.69	61.99
Phase 1	8.78	13.29
Phase 2	9.75	11.12
Phase 3	9.56	8.98
Phase 4	10.55	10.90
Phase 5	12.05	17.71

ROW Area (ac)		
Total	9.18	11.01
Phase 1	2.12	3.03
Phase 2	2.26	2.55
Phase 3	1.05	0.95
Phase 4	1.64	2.09
Phase 5	2.11	2.39

Open Space Area (ac)		
Total	11.15	15.94
% Open Space	22.0%	26.4%

% Open Space	22.01	26.49
Phase 1	1.22	2.16
Phase 2	0.00	0.29
Phase 3	4.31	4.55
Phase 4	2.86	2.07
Phase 5	2.76	8.56
Tract A	0.16	0.02
Tract B	0.36	0.13
Tract C	0.09	0.02
Tract D	0.99	0.02
Tract E	2.57	3.44
Tract F	2.96	0.08
Tract G	0.21	1.02
Tract H	0.94	0.01
Tract I	2.87	0.12
Tract J	N/A	0.06
Tract K	N/A	0.11
Tract L	N/A	0.49
Tract M	N/A	1.13
Tract N	N/A	0.41
Tract O	N/A	5.36
Tract P	N/A	0.42
Tract Q	N/A	0.05
Tract R	N/A	0.80
Tract S	N/A	2.25



PROPOSED ADDITIONAL LOTS TO EXISTING ANTELOPE CROSSING
SUBDIVISION WITHIN THE DEEP WELL RANCH MASTER PLAN
COMMUNITY WITH 122 LOTS ON APPROXIMATELY 29 ACRES

NET SITE AREA = 28.56 ACRES

ZONING

EXISTING ZONING: BUSINESS REGIONAL (BR)
PROPOSED ZONING: N/A, NO CHANGE

ELECTRICITY: ARIZONA PUBLIC SERVICE
GAS: UNISOURCE ENERGY SERVICES
TELEPHONE: CENTURY LINK
CABLE T.V.: CABLE ONE
WATER: CITY OF PRESCOTT
SEWER: CITY OF PRESCOTT
GARBAGE: CITY OF PRESCOTT

SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 02 WEST
AND THE EAST ¼ OF SAID SECTION 26 OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

---	EXISTING 10' CONTOUR
=====	PROPERTY BOUNDARY LINE
---	EXISTING LOT/ROW LINE
---	ORIGINAL PRELIMINARY LOT/ROW LINE
102-01-306D	YAVAPAI COUNTY PARCEL #
---	EASEMENT LINE
=====	FEMA 100-YR FLOODPLAIN (N/A)
-----	FEMA 100-YR FLOODWAY (N/A)

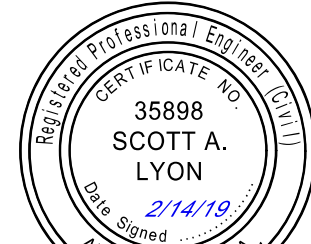
CHAMBERLAIN DEVELOPMENT, INC
1050 W WASHINGTON ST #214
TEMPE, ARIZONA 85281

PHONE: (480) 894-1286
PROJECT CONTACT:
VIC CHAPMAN

DRAWN: SAL DESIGN: SAL JOB#: 903-24

DATE OF PREPARATION: 02/14/2019
DATE OF REVISIONS: --/--/----

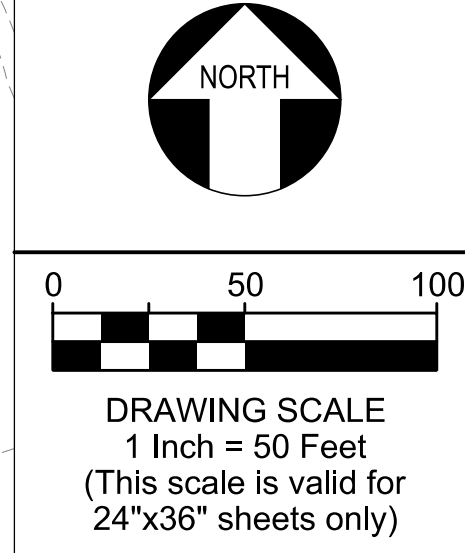
SCOTT A. LYON, P.E.



SHEET: 1 OF 4

LINE TABLE		
LINE NO.	LENGTH (FT)	BEARING
L1	112.8	N11°13'25"E
L2	40.0	N01°34'50"W
L3	65.0	N24°12'01"W
L4	47.2	S53°11'23"E
L5	61.3	N33°20'36"W

SHEET NO.	DESCRIPTION
1	OVERALL MAP, PHASING, BOUNDARY ANNOTATION, & PROJECT DATA
2	PRELIMINARY PLAT SHEET 1 (WATER, SEWER, & GRADING)
3	PRELIMINARY PLAT SHEET 2 - (WATER, SEWER, & GRADING)
4	MISCELLANEOUS DETAILS
-	
-	



NOTES:
SEE SHEET 4 OF 4 FOR ROAD SECTIONS, BUILDING SETBACKS, AND KNUCKLE DETAILS.

LOT AREA		LOT AREA	
LOT	AREA (SF)	LOT	AREA (SF)
175	5040.00	247	4680.00
176	4500.00	248	4680.00
177	4500.00	249	4680.00
178	4500.00	250	4680.00
179	4500.00	251	4680.00
180	4500.00	252	4680.00
181	5140.75	253	4680.00
182	5938.93	254	6105.87
183	6148.83	279	4499.61
184	5114.85	280	4500.00
185	5107.64	281	4500.00
186	5100.44	282	4500.00
187	5093.23	283	4500.00
188	5086.02	284	4500.00
189	5078.81	285	4500.00
190	5071.61	286	4500.00
191	5064.40	287	4500.00
192	4500.00	288	4500.00
193	4500.00	289	4500.00
194	4500.00	290	4614.78
195	4500.00	291	4791.06
196	4500.00	292	4500.00
197	4500.00	293	4673.50
198	4500.00	294	6307.82
199	4500.00	295	6107.05
200	5365.76	296	5093.46
201	4500.00		
202	4500.00		
203	4500.00		
204	5500.00		
205	5365.87		
206	4500.00		
207	4500.00		
208	4500.00		
209	5365.87		
210	4500.00		
211	4500.00		
212	4500.00		
213	4500.00		
221	6345.87		
222	4860.00		
223	4860.00		
224	4860.00		
225	4860.00		
226	4860.00		
227	4860.00		
228	4860.00		
229	4860.00		
230	4860.00		
231	4860.00		
232	4860.00		
233	4500.00		
234	4500.00		
235	4500.00		
236	4500.00		
237	6161.27		
238	5780.55		
239	4500.00		
240	5121.37		
241	8124.14		
242	5063.56		
243	4680.00		
244	4680.00		
245	4680.00		
246	4680.00		

LEGEND

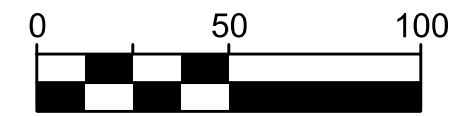
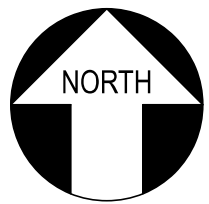
- 12" W (PVC) 12 INCH EXISTING WATER MAIN
- 8" W (PVC) 8 INCH EXISTING WATER MAIN
- 12" W (PVC) 12 INCH WATER MAIN
- 8" W (PVC) 8 INCH WATER MAIN
- PROPOSED FIRE HYDRANT
- 12" SS (PVC) 12 INCH EXISTING SEWER MAIN
- 8" SS (PVC) 8 INCH EXISTING SEWER MAIN
- 12" SS (PVC) 12 INCH SEWER MAIN
- 8" SS (PVC) 8 INCH SEWER MAIN
- DRAINAGE FLOW PATH
- PROPOSED DRAINAGE CHANNEL

ANTELOPE CROSSING
PHASES 4 & 5
PRELIMINARY PLAT,
GRADING, DRAINAGE & UTILITIES
ENGINEERS/SURVEYORS

DRAWN: SAL DESIGN: SAL JOB#: 903-24
DATE OF PREPARATION: 02/14/2019
DATE OF REVISIONS:

SCOTT A. LYON, P.E.
1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750
FAX: (928) 776-0605

SCOTT A. LYON, P.E.



DRAWING SCALE
1 Inch = 50 Feet
(This scale is valid for
24"x36" sheets only)

NOTES:

SEE SHEET 4 OF 4 FOR ROAD SECTIONS, BUILDING SETBACKS,
AND KNUCKLE DETAILS.

LOT AREA	
LOT	AREA (SF)
214	4493.16
215	4500.00
216	5365.84
217	4500.00
218	4500.00
219	4500.00
220	4500.00
255	4500.00
256	5364.32
257	5364.97
258	4500.00
259	4500.00
260	4500.00
261	4500.00
262	4500.00
263	5365.87
264	5365.87
265	4500.00
266	4500.00
267	4500.00
268	4500.00
269	4500.00
270	4500.00
271	4500.00
272	4500.00
273	4500.00
274	4459.48
275	4461.86
276	4663.32
277	4500.98
278	4500.60

LEGEND

- 12" W (PVC) 12 INCH EXISTING WATER MAIN
- 8" W (PVC) 8 INCH EXISTING WATER MAIN
- 12" W (PVC) 12 INCH WATER MAIN
- 8" W (PVC) 8 INCH WATER MAIN
- 12" SS (PVC) 12 INCH EXISTING SEWER MAIN
- 8" SS (PVC) 8 INCH EXISTING SEWER MAIN
- 12" SS (PVC) 12 INCH SEWER MAIN
- 8" SS (PVC) 8 INCH SEWER MAIN
- DRAINAGE FLOW PATH
- PROPOSED DRAINAGE CHANNEL

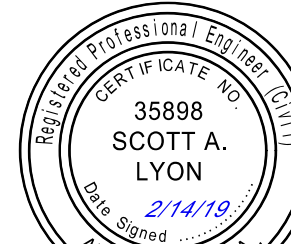
ANTELOPE CROSSING
PHASES 4 & 5
PRELIMINARY PLAT,
GRADING, DRAINAGE & UTILITIES
ENGINEERS/SURVEYORS

DRAWN: SAL DESIGN: SAL JOB#: 903-24
DATE OF PREPARATION: 02/14/2019
DATE OF REVISIONS:

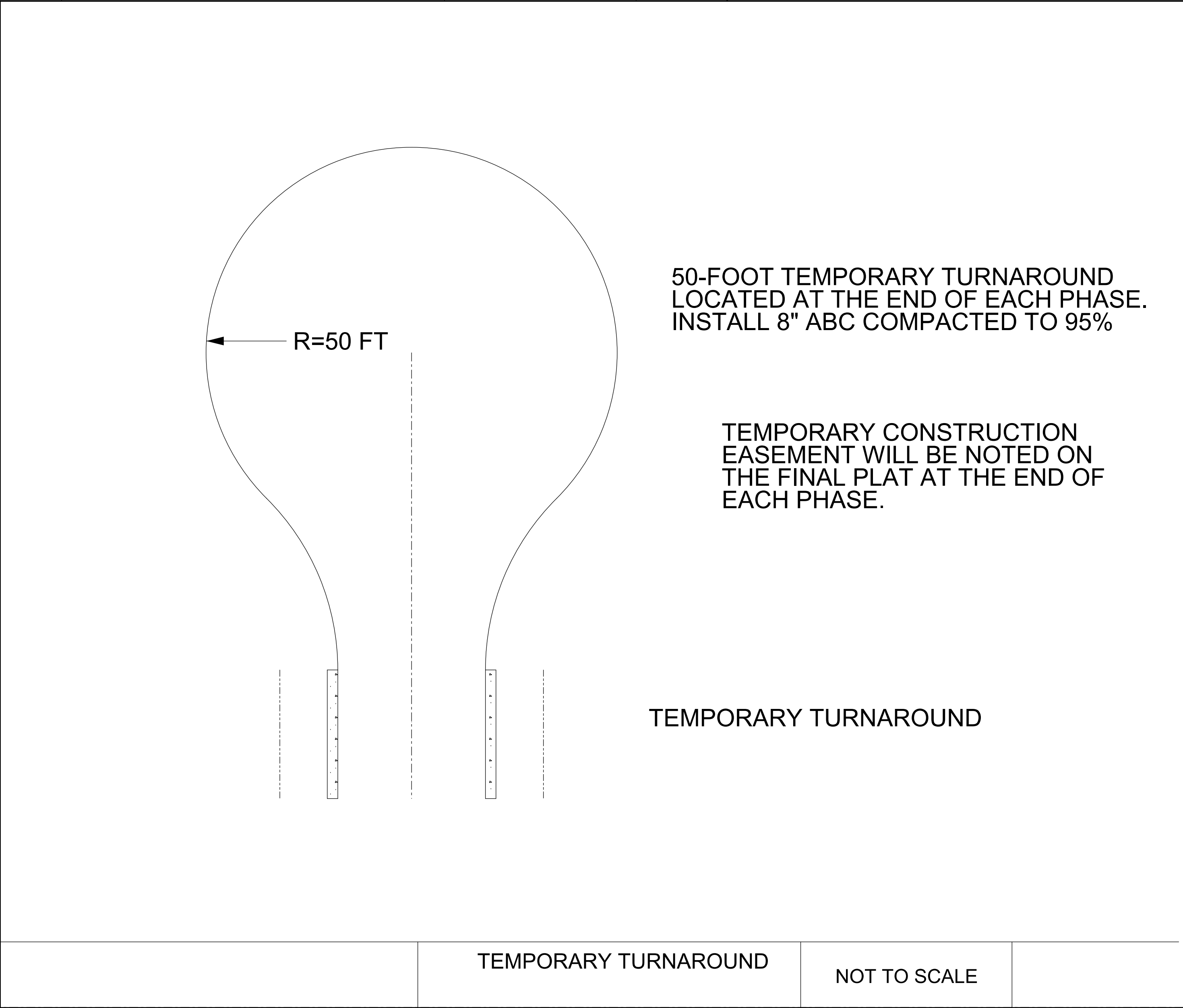
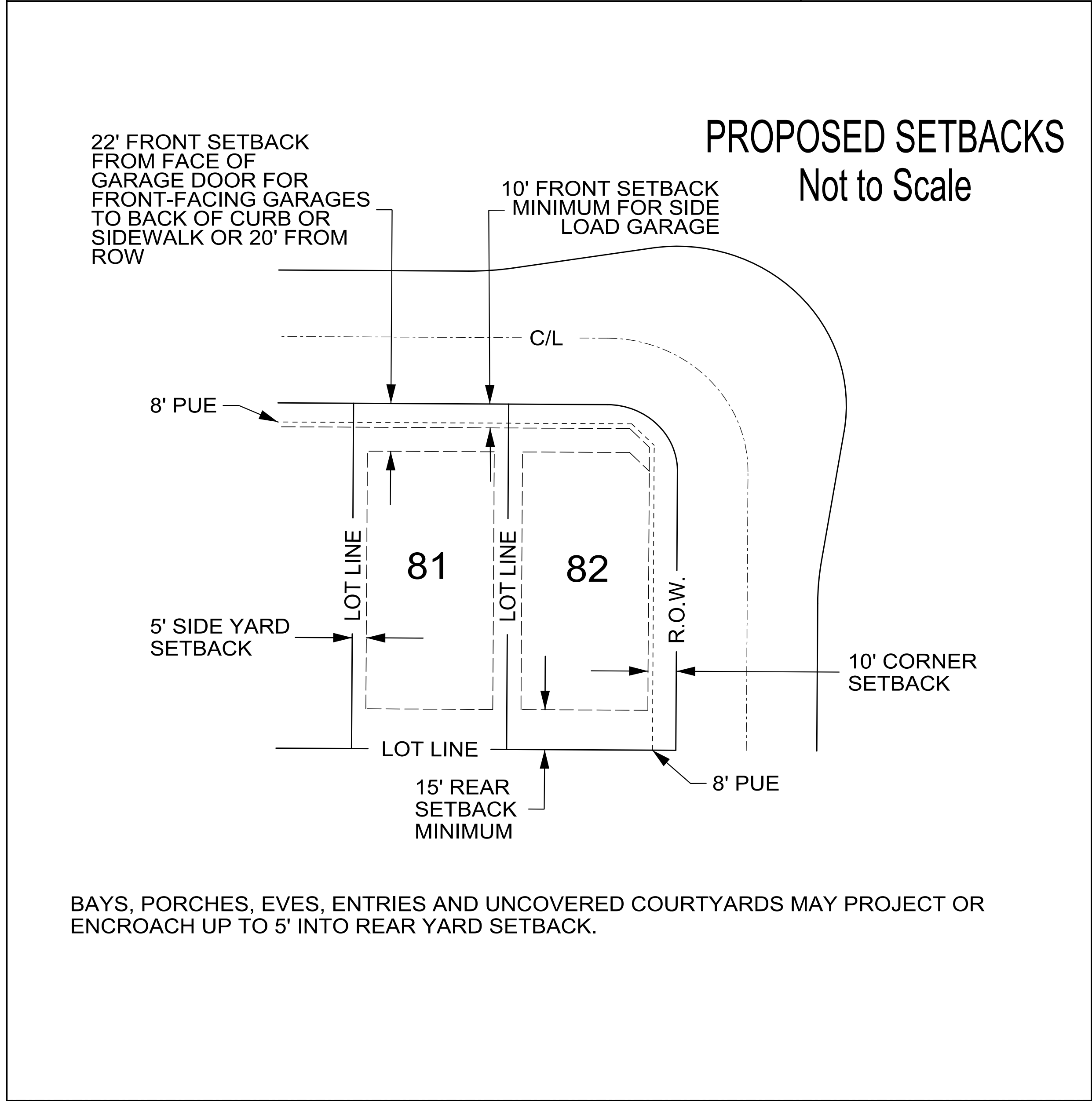
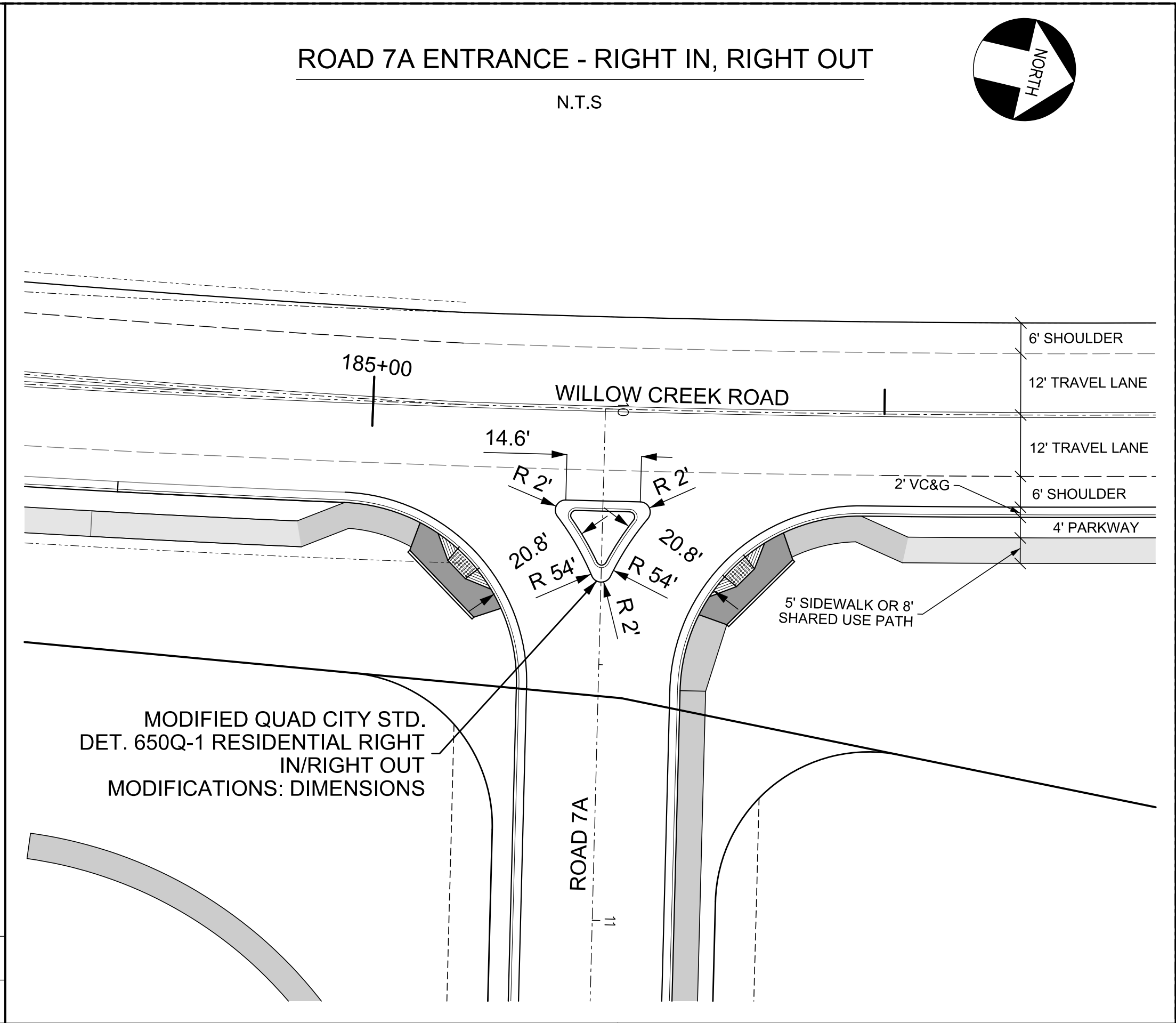
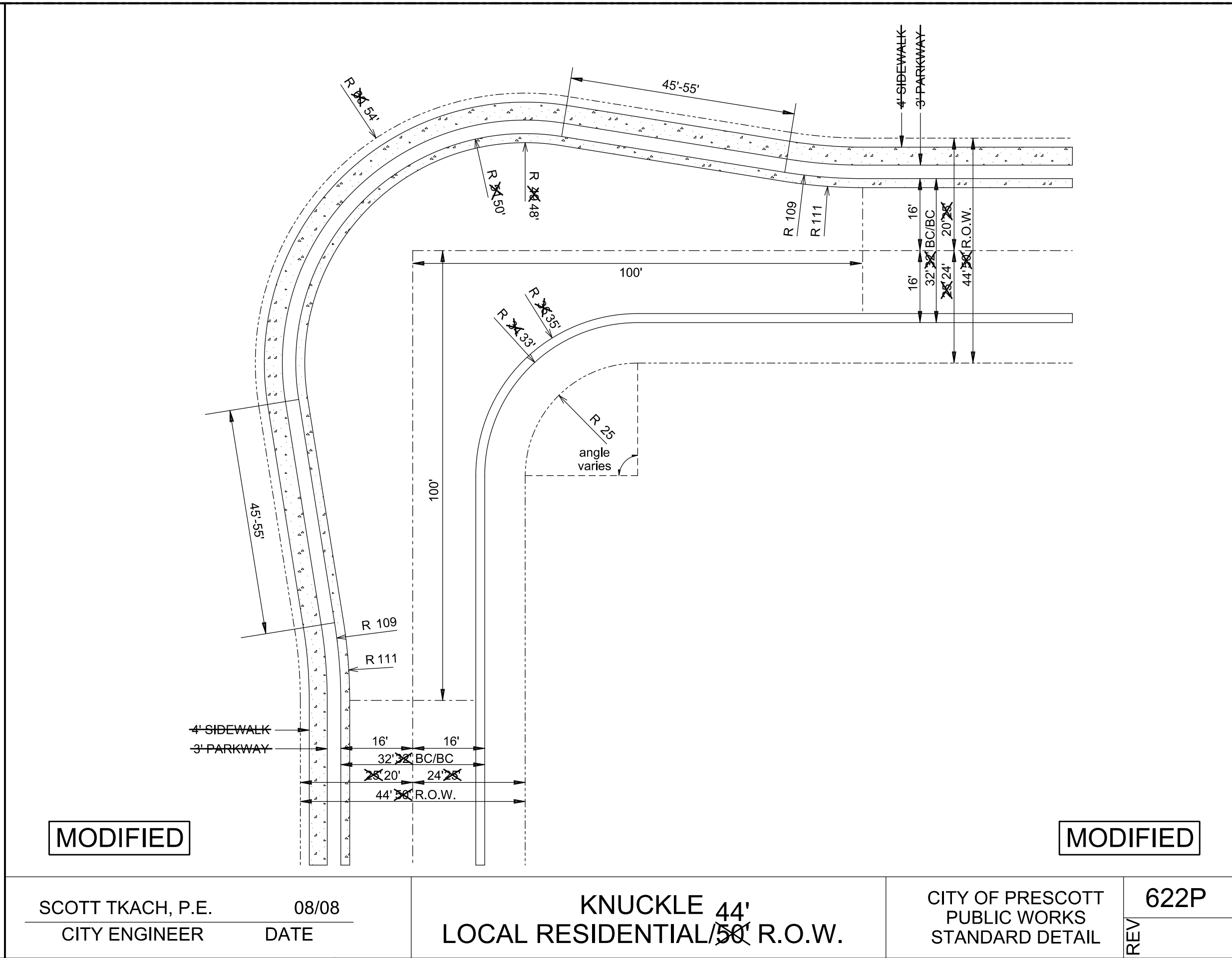
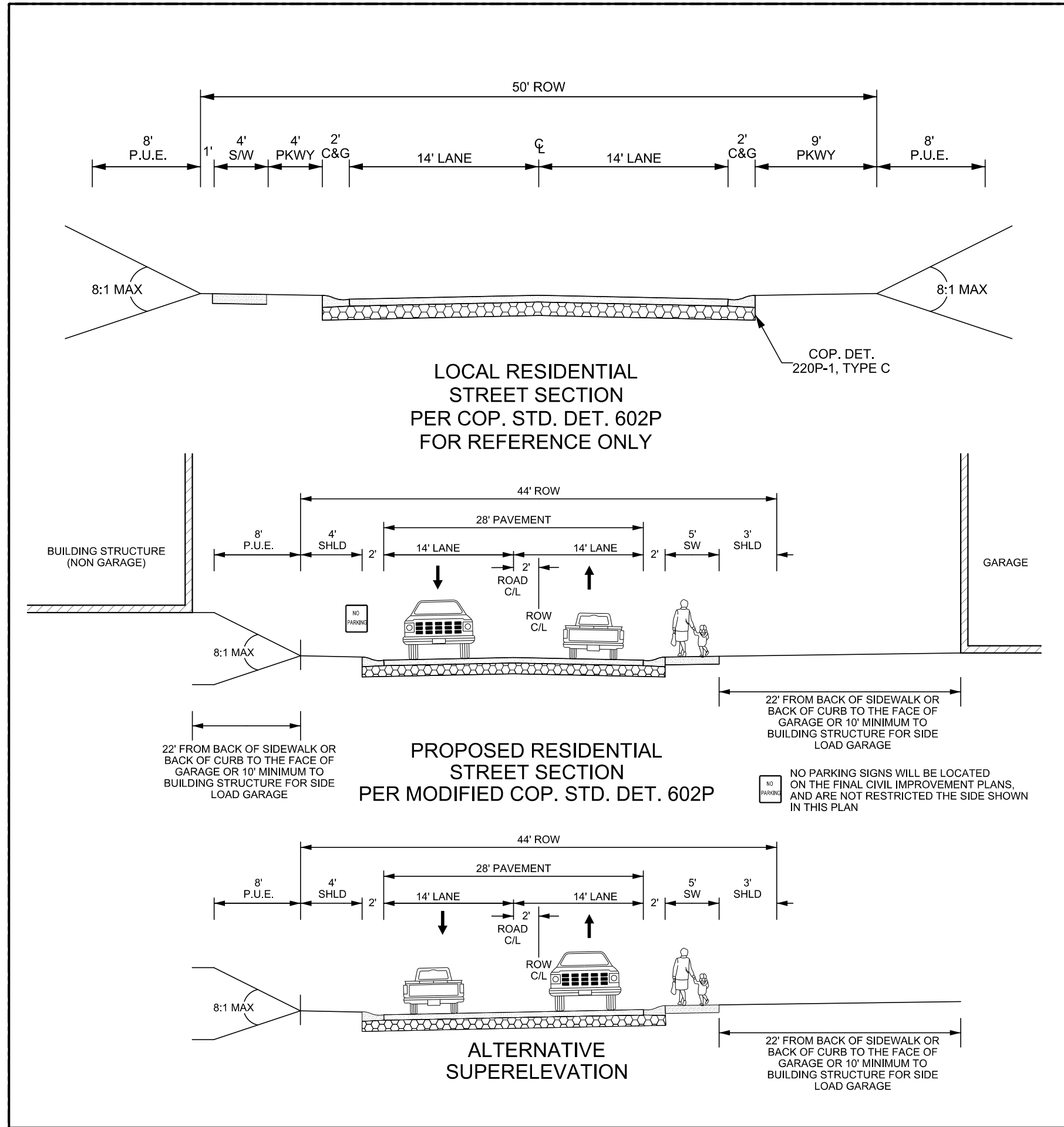


1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
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FAX: (928) 776-0605

SCOTT A. LYON, P.E.



SHEET: 3 OF 4



ANTELOPE CROSSING
PHASES 4 & 5
PRELIMINARY PLAT,
DETAILS

ENGINEERS/SURVEYORS

DRAWN: SAL DESIGN: SAL JOB#: 903-24

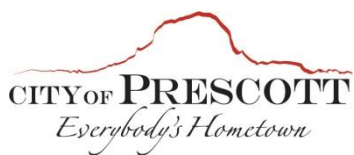
DATE OF PREPARATION: 02/14/2019
DATE OF REVISIONS:

SCOTT A. LYON, P.E.

1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750
FAX: (928) 776-0605

35898
SCOTT A.
LYON
2/14/19

SHEET: 4 OF 4



COUNCIL AGENDA MEMO

MEETING DATE/TYPE: **VOTING MEETING** **3-24-20**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of City Contract No. 2020-165 to Fann Contracting, Inc. for the Corsair Avenue Extension Project, in the Amount of \$3,087,738.00; Approval of City Contract No. 2019-118A3, an Amendment to City Contract No. 2019-118 with Lyon Engineering & Surveying, Inc. for Post Design Services in the Amount of \$178,482.00; and Approval of Night Work. Funding is available in the Streets, Water and Waste-water Funds.

FUNDING SOURCE: Streets Fund, Wastewater Fund, Water Fund

Approved By: Michael Lamar, City Manager

Item Summary

This item is to award a new construction contract, Contract No. 2020-165, to Fann Contracting, Inc. in the amount of \$3,087,738.00, and to amend City Contract No. 2019-118A3 with Lyon Engineering & Surveying, Inc. for post design services in the amount of \$178,482.00, and approve night work on an as-needed basis for the construction of the Corsair Avenue Extension project. The location of the project is shown on the attached vicinity map.

Background

Item No. 1 - Construction Services:

This item is to award City Contract No. 2020-165 to Fann Contracting, Inc. for construction of the Corsair Avenue Extension Project. The project generally consists of constructing a roadway connection between the existing southern terminus of Corsair Avenue to an intersection with Wilkinson Drive. The Corsair Avenue Extension will provide a needed looped roadway connection within the Airport Business Park to improve circulation and access.

The Corsair Avenue extension will provide two paved travel lanes with a paved center median, new curb and gutter, as well as drainage and utility improvements. The intersection of Wilkinson Drive and Corsair Avenue will include a single lane roundabout to accommodate high peak hour traffic flows.

City water and sewer facilities were evaluated and compared to respective system models. The water distribution system will be extended the length of the project in

AGENDA ITEM: Approval of City Contract No. 2020-165 to Fann Contracting, Inc. for the Corsair Avenue Extension Project, in the Amount of \$3,087,738.00; Approval of City Contract No. 2019-118A3, an Amendment to City Contract No. 2019-118 with Lyon Engineering & Surveying, Inc. for Post Design Services in the Amount of \$178,482.00; and Approval of Night Work. Funding is available in the Streets, Water and Wastewater Funds.

Corsair Avenue to provide for improved water transmission and fire flows. The analysis determined that a section of existing sewer main on Corsair Avenue needed to be extended to provide service within the extended roadway.

Item No. 2 - Post Design Services:

On November 13, 2018, Council awarded City Contract No. 2019-118 in the amount of \$196,352.00 to Lyon Engineering & Surveying, Inc., for design and other engineering services for the Corsair Avenue Extension Project. During design the contract was amended to \$204,676.68 to compensate for additional design services. Bid ready plans and bid documents have been completed.

This item is to amend the original professional services contract with Lyon Engineering & Surveying in the amount of \$178,482.00 to include post-design services.

Item No. 3 – Approval of Night Work:

The approval of night work is requested on an as-needed basis. Night work will minimize the impact on traffic during peak hours to construct the roundabout.

Bid Results

The invitation for bids was publicly noticed on February 2 and February 9, 2020. A mandatory pre-bid meeting was conducted on February 13, 2020. On February 27, 2020, four (4) bids were received for the project:

<u>Company</u>	<u>Location</u>	<u>Bid</u>
Fann Contracting, Inc.	Prescott, AZ	\$3,087,738.00
Mountain High Excavating, LLC	Flagstaff, AZ	\$3,174,033.00*
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	\$3,255,055.55
Capital Improvements, LLC	Prescott, AZ	\$3,521,621.00
Engineering Estimate		\$3,340,314.50

*Corrected for math errors

The City has received written confirmation of the bid from Fann Contracting, Inc. The company's license, bonding, references, and performance of past municipal projects have been verified and determined satisfactory. The bid is deemed responsive and balanced.

Award of the low bid in the amount of \$3,087,738.00 is recommended.

The City's standard contract for construction services will be used for this project.

AGENDA ITEM: Approval of City Contract No. 2020-165 to Fann Contracting, Inc. for the Corsair Avenue Extension Project, in the Amount of \$3,087,738.00; Approval of City Contract No. 2019-118A3, an Amendment to City Contract No. 2019-118 with Lyon Engineering & Surveying, Inc. for Post Design Services in the Amount of \$178,482.00; and Approval of Night Work. Funding is available in the Streets, Water and Wastewater Funds.

Project Schedule

Per the contract, all work must be substantially complete within one hundred eighty (180) calendar days of the notice to proceed. Pending contract award, the following milestones have been identified:

Award of Contract	March 24, 2020
Pre-Construction Meeting	Week of April 6, 2020
Notice to Proceed	Week of April 13, 2020
Expected Completion Date	Week of October 10, 2020

Financial Impact

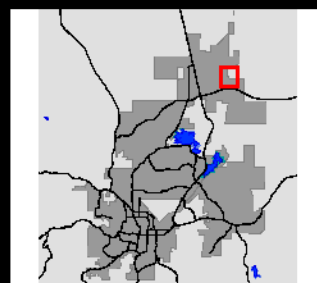
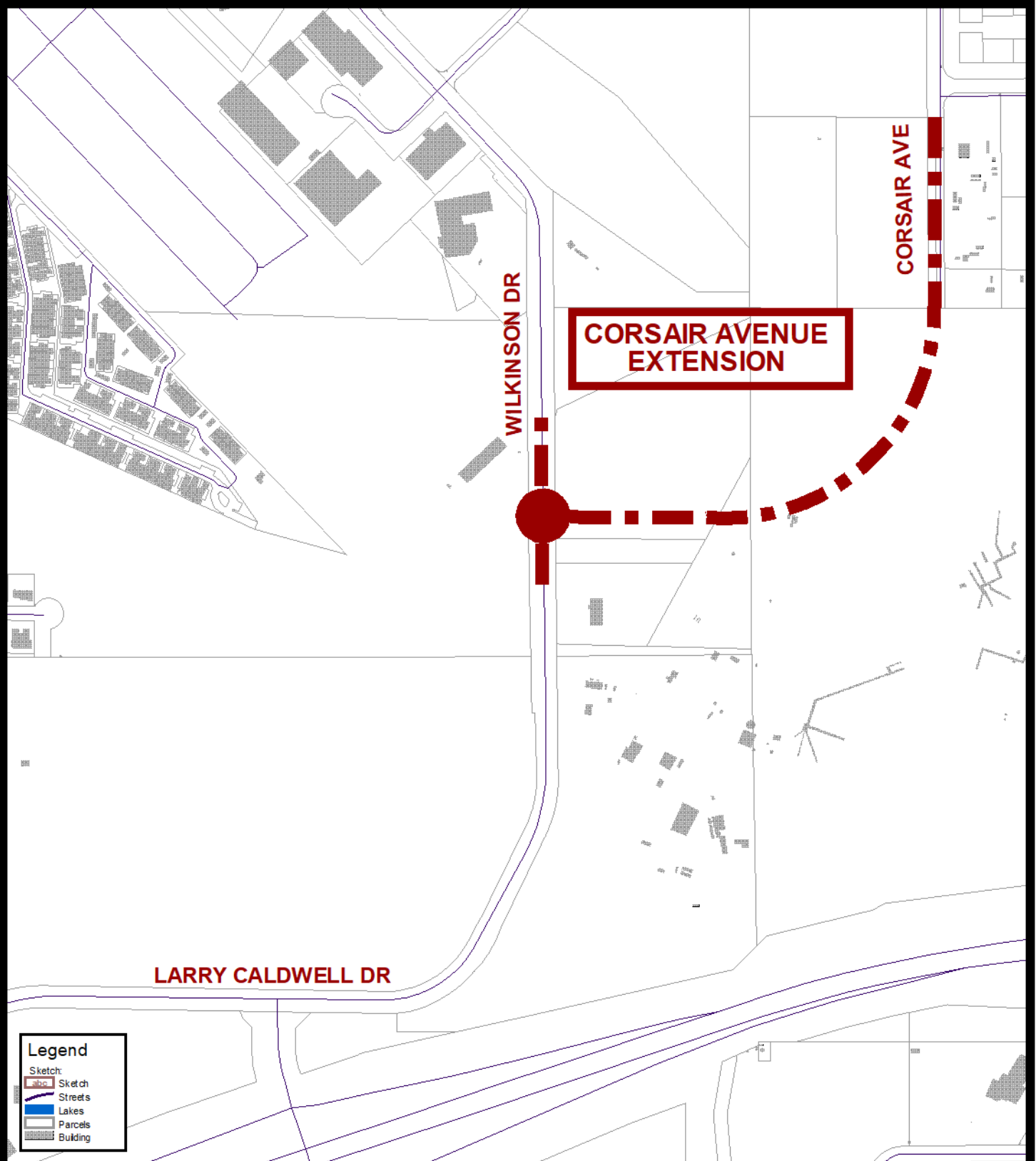
Funding is available in the FY 2020 and 2021 Streets, Water, and Wastewater Funds.

In September, 2016, Council accepted an Economic Strength Program Grant from the Arizona Department of Transportation (ADOT) and Arizona Commerce Authority (ACA) in the amount of \$500,000.00 for construction of the Corsair Avenue Extension. This grant will be used to offset a portion of the construction cost.

Attachments

1. Corsair Vicinity Map
2. 02 CIP16-007 Corsair Post Design Scope_Fee March-5_2020

Recommended Action: **1) MOVE** to approve City Contract No. 2020-165; **2) MOVE** to approve City Contract No. 2019-118A3; and **3) MOVE** to approve night work.



**CORSAIR AVENUE
EXTENSION
VICINITY MAP**

This map is a product of
The City of Prescott

0' 1" = 500'

Corsair Avenue Extension Post Design Services City Project No.CIP16-007 Scope of Work

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Appendices

- Appendix A – Subconsultant Proposals
- Electrical Inspection – Wright Engineering
- Appendix B – Consultant Fees

Overview

Post Design services for the City of Prescott (City) CORSAIR AVENUE EXTENSION Project (Project) will be performed by a consultant team led by Lyon Engineering & Surveying, Inc. (Engineer) & (Surveyor).

Tasks and requirements set forth in this Scope of Work have been generally defined by the following major elements:

- Construction Administration Services
 - Provide engineering support during construction
 - Coordination with utilities and operations
 - Communication facilitation and documentation
 - Field Inspection
 - Testing
 - Record Drawings

Task Series 1000 Post Design Engineering Services

The objective of post design engineering services is to assure that construction of the Project is carried out in accordance with the intent of the design and the requirements of regulatory agencies, with a minimum of disruption to ongoing activities of the stakeholders and roadway commuters.

As the Owner, the City will be the central point of contact for the Contractor and the Engineer. Instructions to the Contractor will be issued by the City per the construction contract.

Task 1100 Project Administration

The Engineer will provide administrative services to facilitate construction activities and communicate with the City regarding the construction progress. These tasks will include special coordination meetings, construction photographs, reviewing Contractor's redline markup as-built drawings on an on-going basis, coordination with City personnel, other Engineer management and coordination, maintain records and reports of construction inspection and testing activities, and general document maintenance and management. The Engineer will maintain a log of all work items, including RFIs, submittals, alternates, claims, etc.

Subtask 1110 Conferences and Meetings

The Engineer will attend on an as-needed basis the meetings identified below. Other Project Team members will be requested to attend meetings as deemed necessary.

Meetings attended by the Engineer include:

- Construction Progress Meetings on a weekly basis (attended by Key Project Team members) as necessary. These meetings will be scheduled and coordinated by the Contractor.
- Work Coordination Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.
- Issue and RFI Resolution Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.
- Meetings with dry utility companies on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.

Subtask 1120 Project Coordination

The Engineer will coordinate with the City Project Manager communicating via phone calls or email during the course of the project. Such communications may include contractor progress, upcoming critical installation or inspection activities, overall quality and progress of work, clarification of special provision items, unforeseen or deficient construction items that are not covered by the Request for Information process (materials, weather damage or delay requests, etc.)

Subtask 1130 Requests for Information

The Engineer will act as the main point of contact to the Project Manager and will be responsible for responding to Requests for Information (RFI) provided by the Project Manager from the Contractor. The Engineer Project Team will assist with the RFI response development in relation to their area of design responsibility with the Project Manager issuing the completed response to the Contractor and City. The Engineer will issue interpretations and clarifications of the requirements of the Contract Documents, as requested by the Contractor in an RFI or other format as deemed suitable by the City Project Manager, to facilitate proper fabrication, construction, or installation of the work.

Subtask 1140 Submittal Reviews

The Engineer will review product data, shop drawings, samples, test results, operations and maintenance manuals, and other data that the Contractor is required to submit. Submittals will be transmitted, processed and filed electronically. The Engineer will be responsible to distribute the submittals to the appropriate Project Team members and consolidate the reviews of different members into a single review to the Contractor. Such review and approval or other action will not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto. The Engineer will consolidate comments for multidiscipline submittal reviews for issuance to the Contractor. The City of Prescott will maintain a submittal log for monitoring the status and timeliness of responses. Pavement and concrete mix design will be reviewed and approved by the City of Prescott.

Subtask 1150 Record Drawings

The Engineer will develop record drawings based on Contractor field notes and redlines, and as-built field coordinates provided by the Surveyor. The drawings will be updated in CAD and delivered to the City as pdf, dwg or dgn and hard copies. The Engineer will submit three (3) full size sets, one (1) full size mylar set, and digital files to the City. The record drawings will contain the following as-built information:

- Water Plans
 - o Location of all valves
 - o Main line horizontal angle points
 - o Blow-offs and meter boxes
 - o Horizontal and vertical separation from existing and new utilities and drainage culverts/storm drain
 - o Street centerline station and offset dimensions to all: Fire hydrants, valves, blow-offs, meter boxes, air release valves and changes in alignment
- Sewer Plans
 - o Manhole rim and inverts
 - o Pipe sizes and lengths
 - o Recalculated pipe slopes
 - o Location of cleanouts and individual services
 - o Separation from existing/newly installed water mains and culverts
 - o Street centerline station and offset dimension from street centerline to main at manholes
- Paving Plans
 - o Location of traffic signage, signals, poles and cabinets
 - o Stations, offsets and invert elevations for spillways and box culverts
 - o Pipe inverts, grates elevations for catch basins
- Storm Drain, Well Drain & Recharge Realignment Plans
 - o Street centerline station and offset dimension to the main at all changes in alignment and/or changes in grade
 - o Street centerline station and offset dimension to all structures and changes in alignment
 - o Top and invert elevations for all structures
 - o Drainage pipe inverts
 - o Finish elevation for catch basins
 - o Invert elevations for box culverts
 - o Length of headwall wing
 - o Length of catch basin wings
- Street Light Plans
 - o Arizona Public Service (APS) ID number of each street light noted on the plan
 - o Street centerline stationing and offsets for street lights

- o Conduit sleeve locations and elevations noted on the plan

➤ **Deliverables:**

- One (1) 22" x 34" copies of the Record Drawings on Mylar
- Digital Copies of the Record Drawings in PDF, dgn or dwg electronic format

Subtask 1160 Post Construction Results of Survey

The Surveyor will place aluminum caps on an 18" rebar at corners based on City right-of-way purchases. The Surveyor will develop a Post Construction Results of Survey per Section E of the City provided Attachment 'A' Rev 05/17.

➤ **Deliverables:**

- One (1) 24" x 36" Post Construction Results of Survey on Mylar
- Post Construction Results of Survey in PDF and dwg electronic format

Subtask 1170 Map of Dedication

The Surveyor will create a Map of Dedication to dedicate as public right-of-way the parcels of land previously acquired by the City from private owners.

➤ **Deliverables:**

- One (1) 24" x 36" Post Construction Results of Survey on Mylar
- Post Construction Results of Survey in PDF and dwg electronic format

Task 1200 Inspection Services

The Engineer team will conduct as needed, daily inspections and special inspections, and coordinate for other required inspections, so as to ensure quality work and to prevent any delays to work progress and completion. The Engineer will perform the following:

Subtask 1210 General Project Inspection

The Engineer team will conduct daily inspections of roadway and drainage improvements based on the 180-day construction schedule specified in the project contract documents. Daily inspection reports and project pictures will be provided to the City at the end of the project or at an interval of their choosing.

Subtask 1220 Engineers Certificate of Completion (ECC)

The Engineer team will conduct as needed, daily inspections of water, sewer and recharge construction to satisfy the requirements of the ECC and prepare the ECC with all supporting documentation, including all test results and supporting data, apply for and obtain Approval to Operate status from Yavapai County Environmental Services.

Subtask 1230 Site Visits

The Engineer will conduct occasional, periodic visits to the site to make spot checks of work-in-progress, review site conditions in response to an RFI or changes, or to assist in coordination of construction issues requiring their attention.

Subtask 1240 Substantial and Final Completion Inspections

The Engineer will coordinate with the City and conduct inspections jointly with the City and the Contractor to determine if the Project is substantially complete. The Engineer will offer their opinion of items that should be added to the City's punch list if requested by the City.

Special Services

Task 2100 Electrical Post Design Services

The Engineer will contract the services of Wright Engineering to perform post design services for the electrical design of the project. See Appendix A for the subconsultants detailed scope of services.

Allowances

Contingency

At the request of the City, the Engineer has added a contingency to the contract to cover additional unforeseen post design services on an as-needed basis. This contingency cannot be used without the express written consent of the Public Works Director.

Scope Assumptions

1. The level of effort assumes that the project will adhere to the **180**-day construction schedule as described in the project Special Provisions.
2. Permits required for construction activities will be obtained and paid for by the Contractor, including storm water permits.
3. The Contractor will be responsible for producing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) for all construction activities.
4. Any reference to the City of Prescott General Engineering Requirements in this scope is per the version dated July 2016.



March 4, 2020

Lyon Engineering
1650 Willow Creek Road
Prescott, AZ 86301

Re: **Prescott Round-A-Bout Lighting Electrical – Post Design Services**

Attn: Richard G. Poynor, P.E.

Contract amendment for Wright Engineering Corp. to complete additional services listed below:

Construction Phase Scope of Services:

1. Post-Design Services:
 - a. Review electrical equipment submittals and shop drawing packages for conformance to contract documents.
 - b. Respond to RFIs.
 - c. Prepare record drawings of the electrical installation based on inspection information as well as contractors marked up electrical plans.

Site Visits Scope of Services:

1. Any visit to the site for meetings at or near the site, inspections during construction, final walk through, and/or any other purpose requested by the client will be billed as a per visit lump sum expense. This per visit lump sum cost includes one (10) hour day of employee time. Travel will be through ground transportation and all mileage is included in the per visit lump sum fee.
2. Site visits may be at the following construction benchmarks:
 - a. Construction administration inspection when above grade conduit installed, electrical control equipment installed, and electrical components on all structures installed.
 - b. Construction administration inspection when all electrical equipment installed, wires pulled, and terminated, just prior to power turn on.
 - c. One final walk through and start-up at construction completion.

Type of Billing:

1. Post Design Services (Hourly): **\$3,500.00** (Three Thousand Five Hundred Dollars)
2. Site Visit Services (Three Estimated Per Unit @ \$1,594.00 each): **\$4,782.00** (Four Thousand Seven Hundred Eighty-Two Dollars)

Wright Engineering, Corp.

Lyon Engineering

Signature: _____

By: Wade T. Williams, P.E.

Title: Executive Vice President

Date: March 4, 2020

Signature: _____

By: _____

Title: _____

Date: _____



City of Prescott
Corsair Avenue Extension
City Project No. CIP16-007

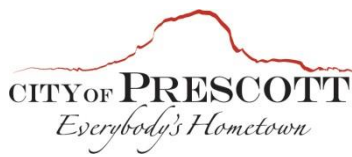
Fee Proposal
Lyon Engineering & Surveying, Inc.
3/5/2020

Task No.	Task Description	SVY	RLS	SRLS	ENG	PE	INSP	DRONE	Total	Total
		\$ 175	\$ 135	\$ 150	\$ 145	\$ 175	\$ 85	\$ 100		
Task Series 1000	Post Design Engineering Services									
Task 1100	Project Administration									
Subtask 1110	Conferences and Meetings					60			60	\$ 10,500
Subtask 1120	Project Coordination					60			60	\$ 10,500
Subtask 1130	Requests for Information					60			60	\$ 10,500
Subtask 1140	Submittal Reviews					40			40	\$ 7,000
Subtask 1150	Record Drawings	120		4	80	8			212	\$ 34,600
Subtask 1160	Post Construction Results of Survey	40	16	4					60	\$ 9,760
Subtask 1170	Map of Dedication		24	4					28	\$ 3,840
Task 1100 Subtotal		160	40	12	80	228	0	0	520	\$ 86,700
Task 1200	Inspection Services									
Subtask 1210	General Project Inspection				100	20	400		520	\$ 52,000
Subtask 1220	Engineers Certificate of Completion (ECC)					8	120		128	\$ 11,600
Subtask 1230	Site Visits					20			20	\$ 3,500
Subtask 1240	Substantial and Final Completion Inspections					8			8	\$ 1,400
Task 1200 Subtotal		0	0	0	100	56	520	0	676	\$ 68,500
Task Series 1000 Subtotal		160	40	12	180	284	520	0	1196	\$ 155,200
Special Services										
Task 2100	Electrical Post Design Services									\$ 8,282
Special Services Subtotal										\$ 8,282
Task Series 1000 through 2000 Subtotal		160	40	12	180	284	520	0	1196	\$ 163,482
Allowances										
Contingency	Per the Request of the City of Prescott									\$ 15,000
Allowances Subtotal										\$ 15,000
Contract Total										\$ 178,482

Labor Codes Legend:

SVY - Survey Crew, **RLS** - Registered Land Surveyor, **SRLS** - Senior Registered Land Surveyor, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **DRONE** - Aerial Drone

Attachment: 02 CIP16-007 Corsair Post Design Scope_Fee March-5_2020 (2891 : Corsair Extension

**COUNCIL AGENDA MEMO**

MEETING DATE/TYPE: **VOTING MEETING** **3-24-20**

DEPARTMENT: **Public Works**

AGENDA ITEM: Approval of City Contract No. 2020-172 with Capital Improvements, LLC, for the Cliff Rose Subdivision Water Main Replacement Project in the Amount of \$817,885.00. Funding is Available in the Water Fund.

FUNDING SOURCE: Water Fund

Approved By: Michael Lamar, City Manager

Item Summary

This item is for award of a construction contract with Capital Improvements, LLC for the replacement of approximately 2,000 linear feet of 8-inch polyvinyl chloride (PVC) water main in the Cliff Rose Subdivision with 8-inch ductile iron pipe (DIP). The project will include upgrading service connections to current standards, replacement of existing hydrants and other minor improvements.

Background

The City continuously records and evaluates water main failures that occur within the City's water system. The Cliff Rose Water Main Replacement Project was developed in response to an increasing number of failures on the existing 34 year old PVC water main in the Cliff Rose Subdivision.

The project will replace water main in Boardwalk Avenue from Rosser Street to Marvin Gardens Lane, Marvin Gardens Lane from Boardwalk Avenue to Oriental Avenue and the Marvin Gardens Lane Cul-de-sac. The existing 8-inch PVC water main in this area is prematurely failing, is at the end of its service life and is subject to future failures if not replaced.

Procurement

The project was publicly advertised for two consecutive weeks in February 2020. Three (3) bids were received and were publicly opened on March 12, 2020 with the following results:

AGENDA ITEM: Approval of City Contract No. 2020-172 with Capital Improvements, LLC, for the Cliff Rose Subdivision Water Main Replacement Project in the Amount of \$817,885.00. Funding is Available in the Water Fund.

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
Capital Improvements, LLC	Prescott, AZ	\$ 817,885.00
PAP, LLC	Bayfield, CO	\$ 864,737.00
Earth Resources Corp.	Dewey, AZ	\$1,062,186.00
Engineer's Estimate		\$ 918,000.00

Written confirmation of the bid has been received from Capital Improvements, LLC. Verification of license, bonding, references, and past performance of similar projects is complete. Based on this information, the bid is deemed responsive and balanced.

Award of the low bid in the amount of \$817,885.00 is recommended.

Project Schedule

Per the contract, all work must be substantially complete within 153 calendar days of the notice to proceed. Pending contract award, the following milestones have been identified:

Award of Contract	March 24th, 2020
Pre-Construction Meeting	March 31st, 2020
Notice to Proceed (NTP)	April 6th, 2020
Expected Completion Date	September 6th, 2020

The City's standard construction contract will be used for this project.

Financial Impact

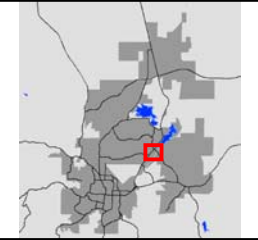
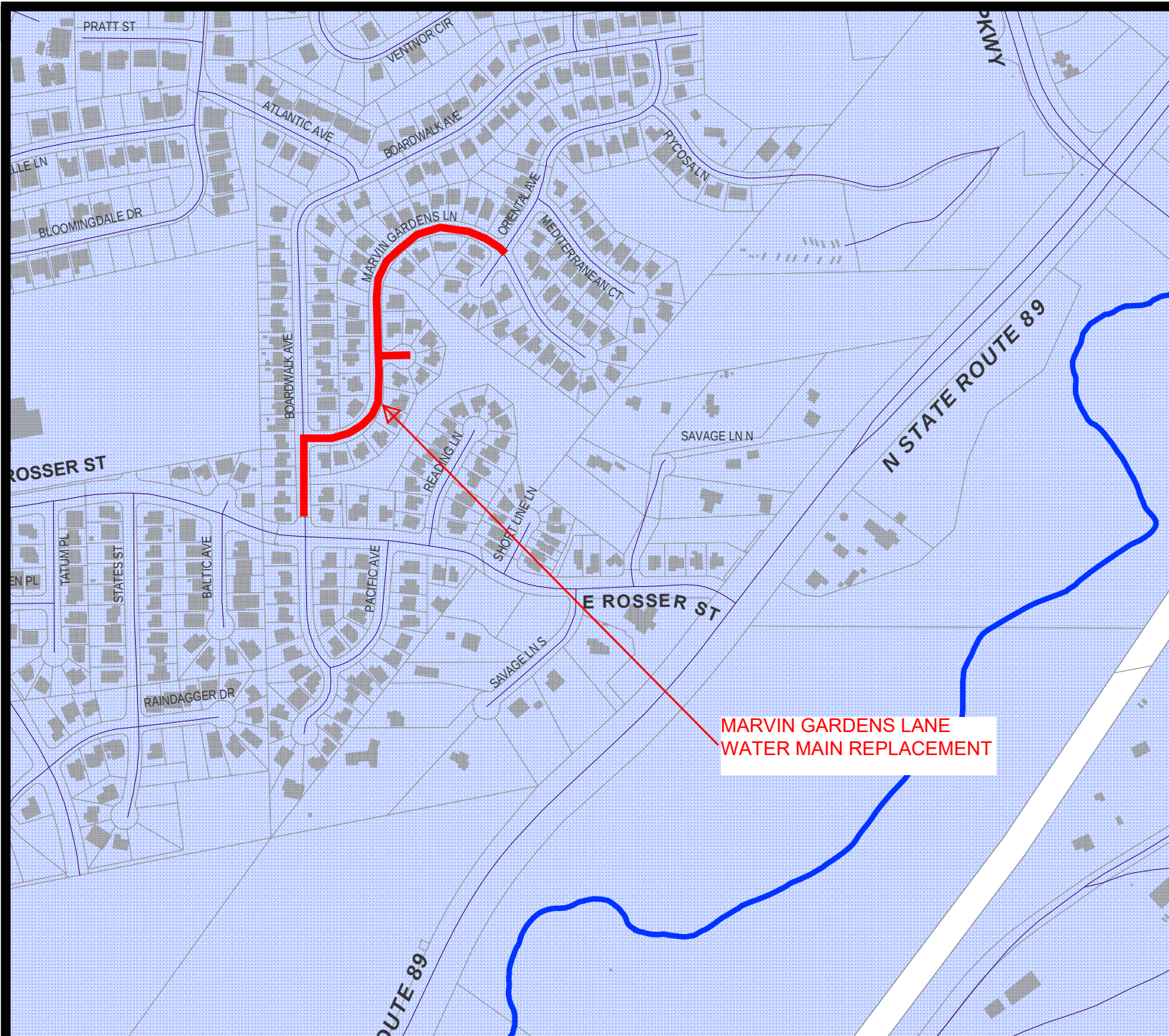
Design costs for this project were awarded to Kimley Horn in June 2019, in combination with other water main replacement projects in the amount of \$195,090, which includes post design services.

Funding for this project is budgeted in FY20 and FY21 in the Water Fund.

Attachments

1. Cliff Rose Water Main Replacement Vicinity Map

Recommended Action: **MOVE** to approve City Contract No. 2020-172.



Contract 2020-172
Cliff Rose Subdivision Water Main
Replacement Project

This map is a product of
The City of Prescott



0' 1" = 500'