



City of Prescott

City Council - Voting Meeting

July 11, 2023 | 3:02 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

AGENDA

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.

Viewing & Participation

This meeting may be viewed on Channel 64, Facebook Live or on the City's website: [City of Prescott Public Portal](#)

Public comments for Council may be submitted through the City website: [Public Comment Form](#)

1. **CALL TO ORDER**
2. **INTRODUCTIONS / ANNOUNCEMENTS**
3. **INVOCATION - Rabbi Julie Kozlow with The Community**
4. **PLEDGE OF ALLEGIANCE - Councilman Sischa**
5. **ROLL CALL**
6. **PRESENTATIONS**

- A. Presentation to Citizens Academy Graduates
- B. Prescott Mountain Bike Alliance - Bean Peaks Project Presentation

7. **OPEN CALL TO THE PUBLIC**

The City of Prescott welcomes public engagement and residents may comment & address Council regarding matters NOT included on the posted Agenda during the Call to the Public. Please complete a green speaker card and submit it to the City Clerk prior to the meeting being convened. Speakers are limited to four (4) minutes, and the Call to the Public will be limited to forty (40) minutes in total with the following stipulations:

- Citizens will be limited to addressing Council on the same topic only four (4) times in total
- If a topic has been addressed more than five times by different speakers, the Mayor may limit future discussion on this topic
- Topics of a primarily national concern may be limited at the discretion of the Mayor

Please Note: Pursuant to A.R.S. §38-431.01(H), members of the Council may NOT discuss items that are not specifically identified on the Agenda and, therefore, interaction will be limited to the following:

- 1) Responding to criticism

- 2) Requests to staff to investigate & report on the matter
- 3) Request that the matter be scheduled on a future agenda

8. **CONSENT AGENDA**

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately. Recommended Action: MOVE to approve Consent Agenda Items: 8.A. through 8.F.

- A. Approval of Meeting Minutes from the June 27, 2023 Executive Session, the June 27, 2023 Study Session and the June 27, 2023 Voting Meeting.
- B. Adoption of Resolution No. 2023-1857 Designating the City of Prescott Chief Fiscal Officer for Fiscal Year 2024.
- C. Approval of Acceptance of the Water Infrastructure Finance Authority Conservation Grant for \$3,000,000.00.
- D. Approval of Request to Apply for the ADEQ Water Quality Management Planning Grant.
- E. Approval of Night Work at the Southwest Corner of SR69 and Lee Boulevard.
- F. Adoption of Resolution No. 2023-1849, Approving City Contract No. 2023-170, an Intergovernmental Agreement Between the City of Prescott and the Town of Chino Valley for Repair and Maintenance Services of Chino Valley Police Motorcycles.

9. **CONSENT ORDINANCE - MOVE to adopt Consent Ordinance Item 9.A.**

- A. Adoption of Ordinance No. 2023-1831 Setting the FY24 City Property Tax Levy.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PRESCOTT, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE PROVIDING FUNDS FOR THE GENERAL MUNICIPAL EXPENSES, FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2024

10. **REGULAR AGENDA**

- A. Discussion, Consideration and Possible Action Regarding a Petition Received by the Council at the June 13, 2023 Voting Meeting and Submitted by Ralph Hess.
Recommended Action: MOVE to approve, deny or approve with modifications Resolution submitted by Petitioner Ralph Hess
- B. Discussion, Consideration and Possible Action Regarding a Petition Received by the Council at the June 13, 2023 Voting Meeting and Submitted by Marty Siegel.
Recommended Action: MOVE to approve, deny or approve with modifications Resolution submitted by Petitioner Marty Siegel
- C. Approval of Multiple Contracts Related to the Big Chino Water Ranch Well Field & Pipeline Delivery System as Follows: 1) City Contract No. 2024-044 with Black and Veatch Corporation for the Big Chino Water Ranch Pipeline Delivery System Cost Estimate Update in an Amount Not to Exceed \$141,119.00; and 2) City Contract No. 2024-045 with Civiltec Engineering Inc. for the Big Chino Water Ranch Well Field Cost Estimate Update in an Amount not to Exceed \$20,649.00. Funding is Available in the Water Fund.
Recommended Action: 1) MOVE to approve City Contract No. 2024-044; and 2) MOVE to approve City Contract No. 2024-045

- D. Approval of City Contract No. 2024-035 with the Yavapai Humane Society for Animal Sheltering Services for a Three Year Period.

Recommended Action: MOVE to approve City Contract No. 2024-035

11. ADJOURNMENT

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)).

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 7/6/23 at 11:00 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.



Sarah M. Siep, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: City Clerk
ITEM #: 8.A
SUBJECT: Approval of Meeting Minutes from the June 27, 2023 Executive Session, the June 27, 2023 Study Session and the June 27, 2023 Voting Meeting.

ITEM SUMMARY

This item is for the approval of meeting minutes from the June 27, 2023 Executive Session, the June 27, 2023 Study Session and the June 27, 2023 Voting Meeting.

BACKGROUND

None.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve the meeting minutes as presented

ATTACHMENTS

1. June 27, 2023 Executive Session Minutes
2. June 27, 2023 Study Session Minutes
3. June 27, 2023 Voting Meeting Minutes



City of Prescott

City Council - Executive Session Meeting

June 27, 2023 | 10:00 AM
201 N Montezuma Street
Executive Session Conference Room, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 10:00 a.m.

2. ROLL CALL

Phil Goode - Mayor
Brandon Montoya - Mayor Pro Tem
Connie Cantelme - Councilwoman
Eric Moore - Councilman
Cathey Rusing - Councilmember (excused)
Steve Sischka - Councilman
Clark Tenney - Councilman

3. CALL TO ENTER EXECUTIVE SESSION

**MOTION BY COUNCILMAN SISCHKA TO CONVENE EXECUTIVE SESSION;
SECONDED BY MAYOR PRO TEM MONTOYA: PASSED (6 - 0)**

4. LEGAL MATTERS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 10:00 AM on Tuesday, June 27, 2023, in the Executive Session Conference Room for the purpose of deciding whether to go into executive session. If authorized by a majority vote of the Prescott City Council, the executive session will be held immediately after the vote and will not be open to the public. The agenda for the meeting is as follows:

A. Discuss and Consult with the City's Attorneys for Legal Advice & to Consider the City's Position and to Instruct its Attorneys and Necessary City Employees Regarding a Possible Development Agreement for Business Expansion as Part of Project Desert Oasis, Pursuant to A.R.S. § 38-431.03(A)(3, 4 and 7).

B. Following a Possible Executive Session to Discuss and Consult with the City's Attorneys for Legal Advice & to Instruct its Attorneys and Necessary City Employees Regarding the Negotiation of an Agreement with National Bank of Arizona for a Possible Lease Extension, Pursuant to A.R.S. § 38-431.03(A)(3 and 7); and Possible Action to Approve Such Lease Amendment.

5. ADJOURNMENT OF EXECUTIVE SESSION & RECONVENING OF A REGULAR PRESCOTT CITY COUNCIL MEETING FOR DISCUSSION AND POSSIBLE ACTION REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION

Mayor Goode adjourned the Executive Session at 11:14 a.m. and reconvened the Open Session at 11:16 a.m.

City Attorney Joseph Young advised that should Council approve the lease amendment it will extend the existing agreement with National Bank of Arizona for a period of six months from December 2023 through the end of June 2024 and increase rent payment to 150% for the period.

**MOTION BY COUNCILMAN MORE TO APPROVE THE LEASE AMENDMENT;
SECONDED BY COUNCILMAN SISCHKA: PASSED (6 - 0)**

6. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 11:18 a.m.

PHILIP R. GOODE, 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 Voting Meeting of the City of Prescott, Arizona held on June 27, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk

City of Prescott

City Council - Study Session



June 27, 2023 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 1:00 p.m.

2. ROLL CALL

Phil Goode - Mayor
Brandon Montoya - Mayor Pro Tem
Connie Cantelme - Councilwoman
Eric Moore - Councilman
Cathey Rusing - Councilmember (excused)
Steve Sischa - Councilman
Clark Tenney - Councilman

3. DISCUSSION

- A. Presentation and Discussion Regarding Community Outreach and Public Participation Plan for the Effluent Tank, Pipeline & SR89 Widening Project. City Manager Katie Gregory introduced the discussion and stated that this is the kickoff for public participation in a series of projects that will be taking place within the corridor. She introduced the team who will be presenting the discussion including Deputy Public Works Director Gwen Rowitsch, Transportation Manager Ian Mattingly and Capital Program Manager Tim Sherwood.

Ms. Rowitsch began the discussion with an overview of the background for centralization of the effluent tank and pipeline and SR89 widening projects.

Centralization Background:

- * Centralization - series of projects to locate the city's wastewater operations to the Airport Water Reclamation Facility
- * 2017 - new force main installed from Sundog Lift Station to Lillian Lane
- * Current effluent line requires frequent maintenance
- * Five Major repairs in current effluent line in the last 10 years

Project:

- * New effluent storage tank located near Watson Lake Park entrance
- * Installation of new effluent line from new tank to Kieckhefer Ranch
- * Conversion of existing 24" effluent line to wastewater
- * Widen 2.5 miles of SR89 from two lanes to four lanes

Councilman Moore asked if the centralization project includes rerouting the sewer line through tribal land.

Mrs. Rowitsch responded that it is not part of this project.

Councilwoman Cantelme asked how these projects would impact the waterlines in the area.

Ms. Rowitsch responded that there are no water lines in this area.

History of SR89:

- * Completed in 1920s
- * ADOT Owned and Maintained until 2011
- * 2005-2007 Widening from Yavape to Willow Lake Road
- * 2011 ROW swap with ADOT
- * 2015 ADOT widened SR89 from Deep Well Ranch Road to Road 4 South in Chino Valley
- * 2017-2019 City of Prescott and ADOT widened SR89 from Deep Well to Phippen Trail
- * 17 mile stretch of SR89 between SR69 interchange to Road 3 North, Chino Valley
- * Only remaining two-lane section is 2.5 miles from Willow Lake Road to Phippen Trail
- * Goals are - improved turning movements and improve capacity and roadway operations

Mr. Mattingly continued the presentation regarding Transportation Planning and Levels of Service including the long range transportation planning documents like the CYMPO Regional Transportation Plan (RTP), CYMPO Regional Safety Plan, and the City of Prescott General Plan.

Transportation Planning:

- * 2045 RTP identifies SR89 widening through the Dells as the highest priority expansion project to be constructed by 2030
- * 2015 Prescott General Plan - identifies project and plan goals, including level of service (LOS) "C" or better during peak periods for all arterial roadways and supports alternative transportation modes (walking and bicycling)
- * LOS describes operating conditions of roadways based on speed, travel time, maneuverability, delay and safety
- * Traffic volume increases on two-lane SR89 and LOS will degrade leading to - reduced speeds, congestion increases, and access in and out becoming difficult and impacting delay and safety

Traffic Data:

- * SR89 current configuration serves a volume of up to 20,200 (AADT 17,900) vehicles per day at peak hour
- * Estimated 2023 volume the roadway is operating at peak hour level of service
- * Anticipate LOS at "D/E" by 2030 without widening, SR89 will degrade depending on regional growth and new roadway connections and likely an "F" by 2045
- * With widening to four lanes, it will immediately improve the level of service to an "A", which will remain in place until 2055

Traffic Collisions (2015-2022):

- * 19 Speed Related
- * 11 Failure to keep in proper lane
- * 9 failed to yield ROW
- * 5 Following too closely
- * 4 wildlife (deer)
- * 4 mechanical/other
- * 2 DUI/Medical

Speeds:

- * Reduced peak hour speeds (30-35 mph) are common at merge points
- * Speeds remain below posted speed limit for extended distances
- * This will continue without widening

Councilman Moore commented that it can be very difficult to see both directions and find a gap when pulling out onto SR89 and he feels that roundabouts in this area would be a great addition.

Mr. Sherwood concurred and continued the presentation regarding the conceptual layouts for the area. A five-lane concept through the corridor is being proposed with a 12 ft center median lane, striped shoulders and lanes on either side. The widest point is 200 feet in diameter to accommodate roundabouts, and there are 10-12 feet of possible rock removal on either side of the road to accommodate that expansion. This would be looked at regularly as the project develops.

Councilman Tenney asked if this would be the entirety of the 2.5 mile corridor.

Mr. Sherwood responded that it is just the narrowest area, about a 1/4 mile portion of the corridor.

Councilwoman Cantelme asked if the roundabout narrows down to a single lane or a double lane.

Mr. Sherwood responded that the Phippen Roundabout is an example of what it would be like. East to west there would be single lanes but north to south would be double lanes.

Professional Geographic Engineer Robert Cummings with Call & Nicholas Inc. provided a presentation regarding modern rock removal techniques. This is an area for complex geologic design. Use of natural fractures when blasting for new cut slopes.

Granite Dells Master Jointing:

- * Existing roadway follows persistent fracture trends
- * Most persistent fractures are near vertical and isolated blocks of massive granite
- * Present opportunities to - economize on earthwork, preserve a natural appearance, reduce footprint and disturbance

Conventional Top-Down Blasting:

- * Safe access required for drilling equipment
- * May be adapted to various slope angles
- * Multiple lifts required so blast holes can fragment the rock properly
- * Lifts must be wide enough for equipment use
- * Controlled blasting can be used

Alternative Approach:

- * Leverages horizontal hole-controlled drilling
- * Reduces or eliminates the hazards of top access and pioneering
- * Takes best advantage of natural fracturing
- * Reduces footprint and earthwork
- * Preserves the theme of existing highway
- * Special techniques required for accurate drilling
- * Drilling equipment will occupy roadway (traffic control measures must be considered)

Improved Slope Appearance and Efficiency:

- * Exploit natural fracturing in slope design
- * Close coordination between designer and geo-professionals
- * Use horizontal blast holes where top access is difficult
- * Use LIDAR, geologic mapping, and detail blast hole collar surveys for accurate horizontal hole drilling
- * Use top-down techniques where feasible for access
- * Warp ends of cuts and lay back intercepted drainages

Other Blasting Items:

- * Traffic control and closure timings
- * Control vibrations and air blast - suitable blast designs, monitoring
- * Stable slope configurations
- * Pre and post blast surveys
- * Public outreach and information
- * Fragmentation and rock conservation
- * Slopes and trenches
- * Test blasting
- * Blast plan and blast report review and approvals

Mayor Pro Tem Montoya thanked Mr. Cummings for the presentation and for his focus on maintaining the aesthetics in this area.

Mayor Goode stated that he was under the impression that there was an opportunity for chemicals that can accomplish cleaving over blasting and if that would be an option here.

Mr. Cummings responded that no option is off the table, but the use of expansive grouts requires multiple blast holes and looking at exothermal reactions that have to react with each other, which would require more hole drilling and considerably more time.

Councilwoman Cantelme asked about the roundabout at Watson Lake and how the stacked rock formation in that area would be addressed.

Mr. Cummings responded that if the area could not be avoided and needs to be removed, there are a variety of ways that it could be done. Most natural rock formations are very amenable to blasting.

Ms. Rowitsch continued the presentation regarding the public outreach and virtual meeting room that has been set up for this series of projects. This is an opportunity to address deficiencies in the roadway and keep staff involved in that process. Mr. Sherwood walked Council and the public through the virtual meeting room and showed the survey which has been set up to get regional feedback on the corridor.

Councilman Moore asked about the building in the area that has been a number of businesses over the years near East Granite Gardens and if it would require a purchase of any kind to address if it is in the way of a proposed roundabout.

Mr. Sherwood responded that it is within the right of way and would need to be addressed in the future.

Councilman Sischka asked about bicycle lanes on this road.

Mr. Mattingly responded that there is input from the public regarding that and staff would like feedback on this. These are just concepts, but bike lanes can certainly be incorporated if that is the desire of the public.

Ms. Gregory highlighted the right of way and what the proposed roadways would actually be.

Mr. Sherwood continued with a review of the survey and public input portion of the website that has been created.

Councilman Tenney stated that he is very impressed with the research and thought that has gone into all of this. He added that it is important to remember this is all conceptual at this point.

Mayor Pro Tem Montoya concurred.

Mr. Sherwood stated that this website will go live tomorrow.

Ms. Rowitsch continued and showed the public where the Virtual Meeting Room can be found on the city website. A regional community meeting will take place on October 4 at the Adult Center on Rosser Street, with a Study Session for follow-up on community feedback received in December 2023. Citizens can register on the Virtual Meeting Room to be kept up to date on the project as it goes forward.

Councilman Moore thanked staff for the presentation today and stated that the model rolled out today should be used for all future projects in order to avoid

negative experiences for the public.

Mr. Sherwood said information about all of this will be on all city social media as well.

Project Schedule:

- * FY24 Community Outreach
- * FY24/25 Design
- * FY25/26 Begin Construction
- * FY27 Complete Construction

Councilman Moore asked about how this project would be paid for.

Ms. Rowitsch stated that the project is identified in the 5-year capital plan with funding in the Streets and Wastewater funds as appropriate. There are options for additional funding sources as well, but that will all still be discussed.

Mayor Goode stated the importance of members of Council reaching out to CYMPO and the County regarding the priority of this project and its broad impact on the region as a whole.

Member of the public Dana Womack addressed Council, and thanked staff and Council for the presentation and for alleviating some of the fears regarding the projects. She stated that the Virtual Meeting Room is helpful for some but not all people and also commented on the fact that some of the stakeholders will be impacted by living and operating businesses around that area.

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

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 2:31 p.m.

PHILIP R. GOODE, 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 Voting Meeting of the City of Prescott, Arizona held on June 27, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



City of Prescott

City Council - Voting Meeting

June 27, 2023 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 3:00 p.m.

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Montoya stated that Stage 1 Fire Restrictions are in effect as of today. He reminded everyone of the upcoming Granite Mountain Hotshots Events that will take place this week to remember the 19 firefighters who lost their lives 10 years ago. Wednesday begins the World's Oldest Rodeo and associated events as well, information is available online.

3. INVOCATION - Bruce Kneeland with the Church of Jesus Christ of Latter-day Saints Granite Dells Ward

4. PLEDGE OF ALLEGIANCE – Councilman Moore

5. ROLL CALL

Phil Goode - Mayor
Brandon Montoya- Mayor Pro Tem
Connie Cantelme - Councilwoman
Eric Moore - Councilman
Cathey Rusing - Councilmember (excused)
Steve Sischka - Councilman
Clark Tenney - Councilman

6. PROCLAMATIONS

- A. 10th Anniversary of the Granite Mountain Hotshots Tragedy
Mayor Goode presented the Proclamation.

7. PRESENTATIONS

- A. Dolly Parton Imagination Library of the Prescott Area
City Manager Katie Gregory introduced representatives of the Dolly Parton Imagination Library of Prescott Area.

Imagination Library Board Members Mardi Read and Noel DeSousa provided a presentation Council regarding the non-profit organization that provides free books to children ages 0-5 on a monthly basis. Literacy includes speaking and listening so this time in a child's life is so important. Program is modeled after the

Verde Valley Imagination Library and began in September 2019 to serve children in the City of Prescott.

Mr. DeSousa discussed how the program has evolved since it began. In May 2023 delivered 1,651 books to children in all Yavapai County (excluding Verde Valley and Bagdad who have their own programs) zip codes at a cost of \$3,600 per month.

Mayor Pro Tem Montoya commented that he was able to have two years of this program for his son, it is a wonderful program for our community.

Ms. Read said that funding is available through the end of 2023 and would eventually need assistance from the city.

8. OPEN CALL TO THE PUBLIC

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- Citizens will be limited to addressing Council on the same topic only four (4) times in total
- If a topic has been addressed more than five times by different speakers, the Mayor may limit future discussion on this topic
- Topics of a primarily national concern may be limited at the discretion of the Mayor

Please Note: Pursuant to A.R.S. §38-431.01(H), members of the Council may NOT discuss items that are not specifically identified on the Agenda and, therefore, interaction will be limited to the following:

- 1) Responding to criticism
- 2) Requests to staff to investigate & report on the matter
- 3) Request that the matter be scheduled on a future agenda

A. Larry Nelson addressed the Council and thanked Parks & Recreation Department staff for their assistance in cleaning up the Granite Creek Corridor since he last spoke to the Council.

9. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately.

MOTION BY MAYOR PRO TEM MONTOYA TO APPROVE CONSENT AGENDA ITEMS 9.A. THROUGH 9.G.; SECONDED BY COUNCILMAN TENNEY: PASSED (6 - 0)

- A. Approval of Meeting Minutes from the June 13, 2023 Executive Session, the June 13, 2023 Study Session and the June 13, 2023 Voting Meeting.
- B. Approval of Fiscal Year 2024 Contracts for the City Attorney and City Clerk.
- C. Approval of RVP23-004, a Revision of Plat to Combine APN 111-01-017A and 111-01-017B into One (1) Lot by Removing a Portion of Lot 7 from Country Club Park Unit Nine to Create a New Single Lot. Site Zoning: SF-9 (Single Family). Location: 1807 Thumb Butte Road.

- D. Approval of Grant Acceptance for Agreement Between the Arizona Department of Forestry and the City of Prescott to Support Fire Management Agreement No. HFI 22-325 of the Healthy Forest Initiative Grant Program.
- E. Approval of City Contract No. 2023-230 with SanTan Ford for the Purchase of One (1) Police Vehicle Using State of Arizona Contract CTR059323 Pricing in the Amount of \$48,546.42. Funding is Available in the General Fund.
- F. Approval of Acceptance of a \$750,000 Federal Aviation Administration (FAA) Grant #3-04-0030-054-2023 for On-going Planning Work at Prescott Regional Airport - Ernest A. Love Field.
- G. Approval of Proposed Rates and Fees at the Prescott Regional Airport - Ernest A. Love Field.

10. LIQUOR LICENSE

- A. Public Hearing and Consideration for an Owner Transfer Series 7 Beer & Wine Bar Liquor License Application from Zachary John Stanford, Applicant, for Soul Ride. Location: 230 S Montezuma Street.
Applicant Sarah Stanford was present and addressed Council regarding the new ownership at Soul Ride.

**MOTION BY COUNCILMAN SISCHKA TO CLOSE THE PUBLIC HEARING;
SECONDED BY COUNCILMAN MOORE: PASSED (6 - 0)
MOTION BY COUNCILMAN SISCHKA TO APPROVE ITEM 10.A.; SECONDED
BY MAYOR PRO TEM MONTOYA: PASSED (6 - 0)**

11. REGULAR AGENDA

- A. Presentation and Discussion Regarding the 2023 Legislative Session with Barry Aarons.
City Manager Katie Gregory introduced Lobbyist Barry Aarons to provide the presentation regarding the ongoing legislative session.

Mr. Aarons addressed Council and began by thanking staff and Council for their contributions and input during the legislative session. He discussed the session and the ongoing issues that are still being reviewed and specifically discussed the food tax and residential rental matters. Affordable housing and taxes will be a subject that will continue to come up at the legislature over the next few years.

Councilman Tenney thanked Mr. Aarons for his work on the city's behalf. He commented that at least there are 18 months to plan for the residential rental cuts, but that still makes him nervous.

Councilwoman Cantelme asked if additional funding would be provided if the five-minute response time requirement goes through fully.

Mr. Aarons said that he discussed that in his testimony, the legislature can not expect unfunded requirements to update services, but overall he doesn't see the bill coming back.

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

- B. Discussion and Possible Action Regarding Disbursement of Opioid Funds.
City Manager Katie Gregory introduced the Item and Finance Director Mark Woodfill and Police Chief Amy Bonney who will be discussing disbursement of the funds from opioid litigation.

Mayor Goode commented on the extreme impact on the City of Prescott from the sober living homes. He was in agreement with the city taking the full disbursement of the funds and then determining how those funds should be distributed to mediate those impacts.

Mr. Woodfill addressed the Council and discussed the distributions the city has received thus far and what is still to come.

Chief Bonney stated that the Police Department has looked at the best ways in which to use these funds in the community. All jurisdictions who have received distributions have committed to contributing to PANT in order to better help the region as a whole.

Councilman Moore asked who is making the recommendation to provide this money to PANT.

Ms. Gregory responded that this is a staff recommendation based on communication from the Police Chief. There is specific use of the funds and it is important to insure that it is used appropriately.

Chief Bonney confirmed and said she is comfortable with this disbursement, the group needs the support for the important work they do in our community.

Councilman Tenney stated that this has been discussed previously and when the City Manager and Police Chief make a recommendation it means a lot to him.

MOTION BY COUNCILMAN TENNEY TO APPROVE ITEM 11.B.; SECONDED BY COUNCILMAN MOORE: PASSED (6 - 0)

- C. Adoption of Ordinance No. 2023-1833 and Resolution No. 2023-1852 Related to the November 7, 2023 General Election.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PRESENTING TO THE VOTERS OF PRESCOTT PROPOSED CHARTER AMENDMENTS AT THE NOVEMBER 7, 2023 GENERAL ELECTION
City Clerk Sarah Siep introduced the Item and addressed Council regarding the final step in approving the thirteen (13) proposed Charter Amendments that have been presented to them over the course of two Study Sessions. The Mayor's Charter Review Commission convened following the June 13, 2023 Study Session and made the requested revisions to the Sections addressing Lease with Option to Purchase as well as Qualifications for Citizens to run for Council.

Adopting the Ordinance & Resolution will allow the City Clerk's office to move forward with putting everything together for the November 7th General Election and will approve placing the proposed amendments on the ballot.

Mayor Pro Tem asked about the amendment that addressed Petitions from the public (Prop 462) and stated that Council has received two petitions since that time. He asked if the need to get back within 30 days provided an undue burden on staff related to those.

City Attorney Joseph Young said that in the case of these two petitions it was not an issue, but others may present a problem.

Ms. Siep concurred and added that depending upon the context of the petition, staff may need additional time to bring the matter forward within the required amount of time.

Mayor Goode commented that if a member of Council is on vacation and something is brought forward and the Council member returns/hasn't had time to review it there should be more time. The Council should respect public concerns but also allow staff and the Council to have a reasonable amount of time to review the information submitted.

Councilman Moore commented that changing the policy allows staff/Council up to 60 days to address the petition, but it doesn't require that it takes that amount of time.

City Manager Katie Gregory also pointed out that from a practical standpoint, depending on how the Council meeting dates align from the time the petition is submitted it wouldn't necessarily allow 30 days and not having to call a special meeting.

Mayor Pro Tem Montoya thanked staff for their comments and stated that he understands and withdraws his objections.

Council discussion regarding whether or not to pull each of the proposed amendments individually to discuss them.

Councilman Tenney pointed out that these have been discussed in detail at two Study Sessions and staff has stated that the most recent revisions requested were made so he is comfortable voting based on staff's recommendation.

Council consensus.

MOTION BY COUNCILMAN SISCHKA TO ADOPT ORDINANCE NO. 2023-1833; SECONDED BY COUNCILMAN TENNEY: PASSED (6 - 0)

MOTION BY COUNCILMAN SISCHKA TO ADOPT RESOLUTION NO. 2023-1852; SECONDED BY COUNCILMAN TENNEY: PASSED (6 - 0)

- D. Statutory Public Hearing for JDWR North Annexation (ANX23-003). Public Hearing for a Proposed Annexation of 603.2 Acres Generally Located East of SR 89 and North of the Airport.

City Manager Katie Gregory introduced the Item which is a procedural step with regard to the JDWR Annexation. She introduced Planning Manager George Worley to provide a presentation.

Mr. Worley addressed the Council and walked them through the proposed annexation and timeline process. This is for slightly over 600 acres with residential zoning in the County (RCU-2A). The proposal will move density north of the Airport.

Timeline:

- * Blank Petition Filed - June 1
- * Public Hearing - today
- * Signed Petition, Rezoning, Master Plan Applications - After June 30th
- * Planning & Zoning Commission Review of Rezoning and Master Plan - Future Date
- * 60-day Public Review & Comment Period - Future Date
- * Council Vote on Annexation, Rezoning & Master Plan - Future Date

City Attorney Joseph Young commented that the city identified a need to further protect the Airport beyond what was currently in place, and the Airport proposed a possible solution that would include relocation of density to the annexed area. This annexation is only for public comment at this point and there is no further recommendation from staff or action by Council at this time.

Councilman Moore commented that moving development further north is a good idea but asked if the parallel runway would still present an issue with relocation to this area.

Airport Director Robin Sobotta responded that the noise contours were superimposed over the area and that it is only the 55 DNL and it is outside of the impact zones. It is a much more favorable location. It is still within the Airport Influence Area which requires avigation easements.

Councilman Sischka reiterated that there are no additional houses being allowed through this proposed annexation.

Mr. Young confirmed it is a transfer of location not additional density.

JDWR Attorney Stephen Polk addressed the Council regarding the ongoing work on protecting the Airport by the city and developers. The idea of this annexation came from Dr. Sobotta and it is a good part of the solution for Airport protection and preserving the Master Plan which anticipates ensuring that residents have avigation easements and notifications. He reiterated that there are no additional houses that will be added with this annexation, the maximum number of homes is still 10,500 and the water rights already exist, so there is no increased burden there either. Prohibiting housing in this area would kill the proposed YRMC campus in this area, and this annexation is a key part of not only protecting the airport but that project as well. They are in support of the annexation.

Dignity Health YRMC Attorney Jonathan Millet addressed Council regarding the

importance of this proposed annexation for the hospital project. They are in support of the proposed annexation and continue to be opposed to the proposed AVO and its impact on the proposed hospital location.

Member of the public Dave Humphrey addressed the Council regarding the competing interests that come with annexations. Residential areas should be away from the airport, but it should never have expanded the way it did in the first place. He added that he is concerned about where the water will come from.

**MOTION BY COUNCILMAN SISCHKA TO CLOSE THE PUBLIC HEARING;
SECONDED BY COUNCILMAN MOORE: PASSED (6 - 0)**

- E. Approval of City Contract No. 2023-221 with Fann Contracting, Inc., for the Pulliam Douglas Roadway Reconstruction Project in the Amount of \$1,571,677.75. Funding is Available in the Streets Fund.
City Manager Katie Gregory introduced the Item and Capital Program Manager Tim Sherwood to provide a presentation.

Mr. Sherwood addressed Council regarding the proposed project which includes pavement improvements, curb/gutter replacement in the area. He added that a public meeting was held in December 2022 to review the project with the neighborhood.

Councilman Moore asked about sidewalks and if that would be included in the project.

Mr. Sherwood responded that the right-of-way in this area is very difficult and there just isn't enough room to do so in that area, unfortunately.

Mayor Pro Tem commented that he is happy this project is finally getting done, this road is in terrible condition.

Councilman Tenney concurred, he is excited to see it getting done.

**MOTION BY COUNCILMAN SISCHKA TO APPROVE ITEM 11.E.; SECONDED
BY MAYOR PRO TEM MONTOYA: PASSED (6 - 0)**

- F. Approval of City Contract No. 2023-205 Between the City of Prescott and Lifeline Ambulance Services, Inc. for Ambulance Transportation Services.
City Manager Katie Gregory introduced the Item and Fire Chief Holger Durre to provide a presentation.

Chief Durre reviewed the background of contracts with Lifeline Ambulance.

Background:

- * Initial 2021 contract with Lifeline was established to improve the coordination of EMS response in the city and to support continuous improvement
- * New contract ensures continued focus on patient outcomes and customer service
- * Contract only applies within city limits, responses outside city limits are solely

governed by the Certificate of Need (CON) stipulations

Highlights of Changes:

- * Three 1-year terms with annual continuance option 30 days before each renewal
- * Clarified AVL requirements for better unit tracking and closest unit dispatch
- * Increased number of ALS ambulance by 1 in the City and limited their use on interfacility transfers
- * Clarifies the option of using Lifeline to exchange medical supplies, to save money and simplify supply management for Prescott personnel
- * More robust fee schedule and streamlined billing for Lifelines use of Prescott Fire paramedic ride-ins
- * Exit clauses for lack of improvement in staffing and response performance

Next Steps:

- * Implementation of new contract initiatives
- * Continued focus on EMS performance across the system
- * Expanded use of Emergency Medical Dispatch to prioritize system resources

Mayor Pro Tem asked if there is any chance that DHS would not approve the agreement.

Chief Durre responded that it is not anticipated there would be any issues.

Lifeline Regional Director John Valentine concurred and addressed Council regarding the courtesy review they conducted, he added that some of the wording and items the bureau would look at can change so that would be the only potential issue but they don't foresee anything. If there are issues it would simply come back before Council.

Mayor Goode commented that a five minute response time requirement seems to be difficult, and asked how they are performing now.

Mr. Valentine responded that they are working diligently with the Department to solve any issues. This is a difficult town to get around, but they are in compliance with their contractual requirements.

MOTION BY MAYOR PRO TEM MONTOYA TO APPROVE ITEM 11.F.;
SECONDED BY COUNCILMAN TENNEY: PASSED (6 - 0)

- G. Public Hearing for the FY2024 Budget, Expenditure Limitation, and Tax Levy; and At a Special Meeting, Adoption of Resolution No. 2023-1856 Approving the Final FY2024 Budget, Expenditure Limitation, Approved Expenditure List, and Adopting the City Job Roster.
- City Manager Katie Gregory introduced the Item and Finance Director Mark Woodfill to provide the presentation.

Mr. Woodfill addressed Council and provided a review of the budget process thus far. FY24 Budget is set at \$258,135,559. This will be the public hearing for the Budget, Alternative Expenditure Limit, and Property Tax Levy.

Councilman Moore commented on the grant that was received by public works and asked if this will preclude Council for accepting additional grants this fiscal year.

Mr. Woodfill responded that there is a contingency for additional grants. The one received by Public Works is a different type of grant and fund, so that won't be an issue.

Mayor Goode commented that it seems clear the loss of residential rental tax will be coming, and the small property tax increase will make a small impact on that loss.

Mr. Woodfill responded that the estimated loss is from the General Fund and Streets fund in the amount of nearly \$1 million each. The FY24 budget will not be impacted and the FY25 will be partially impacted. As we review the FY25 budget, staff will bring forward additional solutions to address those losses.

Mayor Pro Tem Montoya commented that he shares the concerns regarding the tax that will impact streets and public safety. He doesn't like the idea of raising taxes but Council has to be responsible about how we move forward and ensure that essential services continue in this community.

Councilman Tenney echoed Mayor Pro Tem Montoya's comments, things just cost more now and with the legislature taking away so a minimal increase in taxes can help address these issues.

Mr. Woodfill reviewed the graph regarding the Property Tax Levy and discussed the approximately \$13 additional dollars per year for a \$400,000 home with this increase. He added that property tax in the County and surrounding communities is higher than in the city.

Mr. Woodfill reviewed the full cash value versus the assessed value of a home. He added that there is an overall limit to increases on an annual basis.

Councilwoman Cantelme echoed member comments regarding not wanting to increase taxes and asked for clarification on the loss from residential rentals.

Mr. Woodfill responded that it would be approximately \$900,000 from Streets and about the same from the General Fund.

Member of the public Leanna Corbett addressed Council regarding her property tax statement and the contribution to PUSD.

Mayor Goode cautioned Ms. Corbett to focus on the city's budget.

Member of the public David Humphrey submitted a card but was not present for comment.

Member of the public Tony Hamer addressed Council regarding increased taxes and issues of the past that are currently impacting the city. He stated that

continuing to kick the can down the road is a problem, and stated that he doesn't see a cost improvement project program across all city departments which he feels should be included.

**MOTION BY MAYOR GOODE TO CLOSE THE PUBLIC HEARING;
SECONDED BY COUNCILMAN SISCHKA: PASSED (6 - 0)**

**MOTION BY MAYOR GOODE TO APPROVE THE PROPERTY TAX LEVY;
SECONDED BY COUNCILMAN SISCHKA: ROLL CALL VOTE
AYES - MAYOR GOODE, MAYOR PRO TEM MONTOYA, COUNCILWOMAN
CANTELME, COUNCILMAN MOORE, COUNCILMAN SISCHKA,
COUNCILMAN TENNEY
NAYES - NONE
PASSED (6 - 0)**

***Mayor Goode recessed the Regular Meeting at 5:10 p.m. and Convened a
Special Meeting.***

ROLL CALL

Phil Goode - Mayor
Brandon Montoya - Mayor Pro Tem
Connie Cantelme - Councilwoman
Eric Moore - Councilman
Cathey Rusing - Councilmember (excused)
Steve Sischka - Councilman
Clark Tenney - Councilman

**MOTION BY MAYOR PRO TEM MONTOYA TO ADOPT RESOLUTION NO.
2023-1856; SECONDED BY COUNCILMAN SISCHKA: PASSED (6 - 0)**

***There being no further business to discuss, Mayor Goode adjourned the
Special Meeting at 5:12 p.m. and reconvened the Regular Meeting.***

12. ADJOURNMENT

Quote: "Life is a rodeo, all you have to do is stay in the saddle." - George Jung

There being no further business to discuss, Mayor Goode adjourned the meeting at 5:13 p.m.

ATTEST:

PHILIP R. GOODE, Mayor

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 Voting Meeting of the City of Prescott, Arizona held on June 27, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: Finance
ITEM #: 8.B
SUBJECT: Adoption of Resolution No. 2023-1857
Designating the City of Prescott Chief Fiscal Officer for Fiscal Year 2024.

ITEM SUMMARY

This Resolution designates Mark Woodfill as the Chief Fiscal Officer responsible for submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General.

BACKGROUND

Arizona Revised Statue 41-1279.07(E) requires each city to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer, the governing body designated to officially submit the current year's annual expenditure limitation report.

FINANCIAL IMPACT

None

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2023-1857

ATTACHMENTS

1. Resolution 2023-1857 Chief Fiscal Officer FY24

RESOLUTION NO. 2023-1857

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Prescott Mayor and Council desires to designate Mark Woodfill as the City's Chief Fiscal Officer; and

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

SECTION 1. THAT, the recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. THAT, Mark Woodfill is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2024 AELR to the Arizona Auditor General on the governing body's behalf.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 13th day of July, 2023.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP, City Clerk

JOSEPH D. YOUNG, 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. 2023-1857 is a true, correct and accurate copy of Resolution No. 2023-1857, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the 13th day of July 2023, 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 _____, 2023.

Seal



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: Public Works
ITEM #: 8.C
SUBJECT: Approval of Acceptance of the Water Infrastructure Finance Authority Conservation Grant for \$3,000,000.00.

ITEM SUMMARY

The Public Works Department has been awarded a grant from WIFA for a \$3,000,000 grant with a 25% match to apply to our water meter replacement program. This money must be spent by December 2026.

BACKGROUND

On April 18, 2023, the Water Infrastructure Finance Authority (WIFA) began accepting applications for their Water Conservation Grant Program, to use the American Rescue Plan Act (ARPA) funds for conservation programs throughout Arizona. Staff was granted Council authority to apply for this grant on May 9, 2023.

WIFA received 65 applications and after three rounds of review, the WIFA board awarded the maximum allowable amount of \$3,000,000 to the City of Prescott. Only 8 entities were awarded grants during this process, totaling \$15,000,000 in funding. Public Works intends to use this funding to assist in the upcoming Water Meter Replacement Program.

The grant monies will fund the first two years of this program. The matching funds of \$750,000 are included in the Public Works Capital Improvement Program for the fiscal years 2024-2025. The grant funds must be spent by December 2026.

FINANCIAL IMPACT

The matching funds of \$750,000 are available in the Water Fund.

RECOMMENDED ACTION

MOVE to approve receipt of grant funds

ATTACHMENTS

1. WIFA_Prescott Award Notification
2. RESOLUTION NO 2023-1859 WIFA Grant Acceptance



June 28, 2023

Nicole Metcho
Management Analyst
City of Prescott
433 N Virginia St.
Prescott, AZ 85395

RE: Water Conservation Grant Fund (WCGF) Award Notification Letter

Dear Ms. Metcho,

CONGRATULATIONS. Your application for WCGF funding has been awarded. A complete approval package containing an agreement, budget copy, and reporting requirements will follow separately.

Grant Program:	Water Conservation Grant Fund (WCGF)
Federal Funding:	American Rescue Plan Act (ARPA)
Federal CFDA:	21.027

Applicant:	City of Prescott, Prescott, AZ
UEI #	MJJ4P9G2NN76
Project Name:	Water Meter Replacement Program
Approved Amount:	\$ 3,000,000.00
Total Match:	\$ 75,0000.00

Notification Date:	June 28, 2023
Approval Date:	June 21, 2023
Period of Performance:	6/21/2023 – 12/31/2026
Award/Contract Number:	WCG2023-00004

Project Summary:

The program entails the first phase of the City's five-year Water Meter Replacement Program (WMRP). This program will replace every water meter with an AMI, a robust form of water metering technology that allows direct transmission of water use data, to the utility company. AMI improves the ability to collect accurate water usage data to improve billing, leak detection, and water resource management.

Sincerely,

Laurie Gehlsen

Laurie Gehlsen
Grants Coordinator
Water Infrastructure Finance Authority

RESOLUTION NO. 2023-1859

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ACCEPT THE GRANT AWARD IN THE AMOUNT OF THREE MILLION DOLLARS (\$3,000,000) FROM THE WATER CONSERVATION GRANT PROGRAM ISSUED FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY (WIFA).

RECITALS:

WHEREAS, on July 11, 2023 the City of Prescott ("City") wishes to accept the Water Conservation Grant Program award;

WHEREAS, the City will match the grant with seven hundred and fifty thousand dollars (\$750,000.00); and

WHEREAS, the Prescott City Council supports the grant acceptance for the water meter replacement program:

ENACTMENTS:

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

SECTION 1. THAT, the City of Prescott will accept the \$3,000,000 grant award from WIFA with a match amount of \$750,000.

SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute 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 _____, 2023.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

JOSEPH D. YOUNG, City Attorney

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2023 -1859 is a true, correct and accurate copy of Resolution No. 2023 -1859, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2023, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2023.

City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: Public Works
ITEM #: 8.D
SUBJECT: Approval of Request to Apply for the ADEQ Water Quality Management Planning Grant.

ITEM SUMMARY

ADEQ is accepting applications for the Surface Water Improvement Grant for fiscal year 2024 for planning of water quality projects. Applications are due July 21, 2023.

BACKGROUND

ADEQ is accepting applications for the Surface Water Improvement Grant for fiscal year 2024. The Water Quality Grant Program provides funding up to \$168,000 to awardees as a reimbursement. Eligible applicants must be focused on planning for themes such as: improving storm water systems to improve water quality, determining ways to expand green infrastructure programs that reduce stormwater pollutants, or determining the nature, extent and causes of point and nonpoint source water pollution problems, and developing plans to resolve these problems. Applications are due July 21, 2023 and funding must be used from October 2023 to October 2024. Funding is in the FY24 NPDES operating budget.

This project will evaluate 25 green stormwater infrastructure sites in the Upper Granite Creek Watershed across multiple categories and create a prioritization list. From that list, 5 sites will be selected and conceptual design plans will be produced. By utilizing multiple ranking categories (e.g. water conservation, water quality, nuisance flood abatement, etc) the remaining green infrastructure sites will be better staged to receive future funds from a broad array of sources with a particular focus on grant funding.

FINANCIAL IMPACT

There is no required cost share for this grant.

RECOMMENDED ACTION

MOVE to approve request for grant application

ATTACHMENTS

1. ADEQ Grant App



604(b) FY24 Funding Announcement for Water Quality Management Planning

The Arizona Department of Environmental Quality (ADEQ) is pleased to announce funding opportunities for the 604(b) Water Quality Management Program for State Fiscal Year FY2024. Project proposals should be focused on water quality management planning, not projects on-the-ground. Funding is available in the amount of \$168,000. As the funds are reimbursement based, monthly or quarterly reporting is required. Eligible entities include: regional planning agencies, council of governments, counties, conservation districts, and cities and towns. ADEQ is seeking project proposals from eligible applicants that can address surface water quality. Project can include themes such as:

- improving stormwater systems to improve water quality
- determining ways to expand green infrastructure programs that reduce stormwater pollutants
- determining the nature, extent and causes of point and nonpoint source water pollution problems, and developing plans to resolve these problems.

See the attached application.

Please submit the application to Julia A. Rowe, rowe.julia@azdeq.gov

Date Submitted: _____



Water Quality Planning Program
604(b) Funds Application Form

Project Summary				
Project Title:				
Project Description:				
(Provide an abstract that briefly describes the project) Limit: 500 characters. Please identify the end product(s) for the funding submittal.				
Authorizing Agency				
Name:				
Address:				
City:		State:		Zip Code:
Authorizing Agency Contact				
Last Name:			First Name:	
Title:		Phone #:		Fax #:
E-mail:				
Project Manager				
Last Name:			First Name:	
Title:		Phone #:		Fax #:
E-mail:				
City/County/Nearest Waterbody:				
Project Costs				
Total project Cost:				
Funds Requested:				
(If applicable or not required) Other Funds:				

What water quality problem(s) are you trying to address with these funds? Identify the causes and sources of pollutants impacting the project area. Limit 2500 characters

Scope of Work

- Briefly describe the planning strategies and tactics to reach the project goal. Provide reference to any existing or previous planning efforts in the project area. Limit: 5000 characters

Key Personnel & Partnerships

- Describe the roles and responsibilities of positions for this project. Include the overall salary and rate for each position. Limit: 1000 characters.

- Provide a brief summary of qualifications for individuals filling a position. If individuals have not yet been identified, describe the qualifications that will be used for an individual. Limit 1000 characters.

Project Budget

- Please use the form below to develop a budget based on the anticipated costs for completing the project within the proposed time schedule. You may add an attachment for this if your varies from the one below.

Expenses Name	604(b) Amount	Cost Share (not required)	Total Amount
Salaries			
Sub-contractual Services			
Equipment			
Supplies (including printing, mailing)			
Travel (mileage current rate only)			
Total Amount			

Work Plan Steps & Expenditure Projections

- Develop a work plan with a series of steps and associated dates that are necessary to complete the plans. Each step must have a milestone that provides a description of what will be accomplished. Develop an expenditure projection for a monthly or quarterly basis depending on reporting periods. These projection are an estimate of expenses and are flexible, but should account for the total expenditure for the life of the project. Work plan and expenditure projections must be developed as part of the application.

Tasks	Months											
	01	02	03	04	05	06	07	08	09	10	11	12
Task 1:												
Task 2:												
Task 3:												
Task 4:												
Task 5:												
Task 6:												
Task 7:												
Task 8:												
Task 9:												

Project Insurance Coverage Quote

- Providing proof of insurance coverage for your project is necessary upon award. **Applicants must provide a quote for insurance coverage prior to grant award.** If you need assistance with contacting an insurance company to obtain required coverage for your project you may contact: <https://insurance.az.gov/contact-us> or (602) 364-3100, for assistance with insurance companies in your area.

Initials:

Authority Signature Page

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and scope in this funding application. Signature certifies understanding and compliance with the application attached hereto. ADEQ may approve the grant application and modifications to scope, methodology, schedule, final projects and/or budget.

Authorized Signature: _____ Date: _____

Printed Name: _____

For more information contact Julia Rowe rowe.julia@azdeq.gov or call 520.628.6721.

Please submit the application to Julia Rowe, rowe.julia@azdeq.gov



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: Public Works
ITEM #: 8.E
SUBJECT: Approval of Night Work at the Southwest Corner of SR69 and Lee Boulevard.

ITEM SUMMARY

Approval of night work in the access road to the Trader Joe's Shopping Center at the Southwest Corner of SR69 and Lee Blvd from 8:00pm to 6:00am between July 17 and July 28, 2023.

BACKGROUND

On June 23, 2023, Public Works received a traffic plan submittal by Superior Grading with a request to allow work on Sunday and at night to install a fire line to the new Christian Brothers Automotive building at 260 Lee Boulevard in Prescott. A Right-of-Way permit has been issued to the contractor (ROW2306-009).

The property has a single ingress on SR69 as well as an ingress, egress on Lee Blvd. This limited access and small parking lot area will result in severe business impacts if the utility installation is performed during the day.

Crews will use specialized equipment as required (i.e., pickups, excavators, dump trucks, etc), as well as compressors, battery operated power tools, and generators. Due to night conditions, there will be multiple light plants on site to adequately light the area as well as traffic control to ensure public and crew safety. The area is located in a commercial corridor along SR69 with the closest private residence located approximately 450' to the southeast below the grade of the construction, further shielding it from noise.

City Code Title V Chapter 5-4-2 prohibits outdoor noise associated with construction activity between the hours of 8:00 pm and 6:00 am, Monday – Saturday, and all day on Sundays within City limits. Chapter 5-4-5 enables City Council to make temporary exceptions to this Code provision for limited periods of time under such terms, conditions and limitations as may be set forth in the Council's approval. Council approval of the Sunday and night work is requested to expedite this paving improvement with minimal impacts to the business community.

FINANCIAL IMPACT

There is no financial impact to the City.

RECOMMENDED ACTION

MOVE to approve night work

ATTACHMENTS

1. Traffic Control Plan 260 S LEE BLVD RC BA 6.15.23

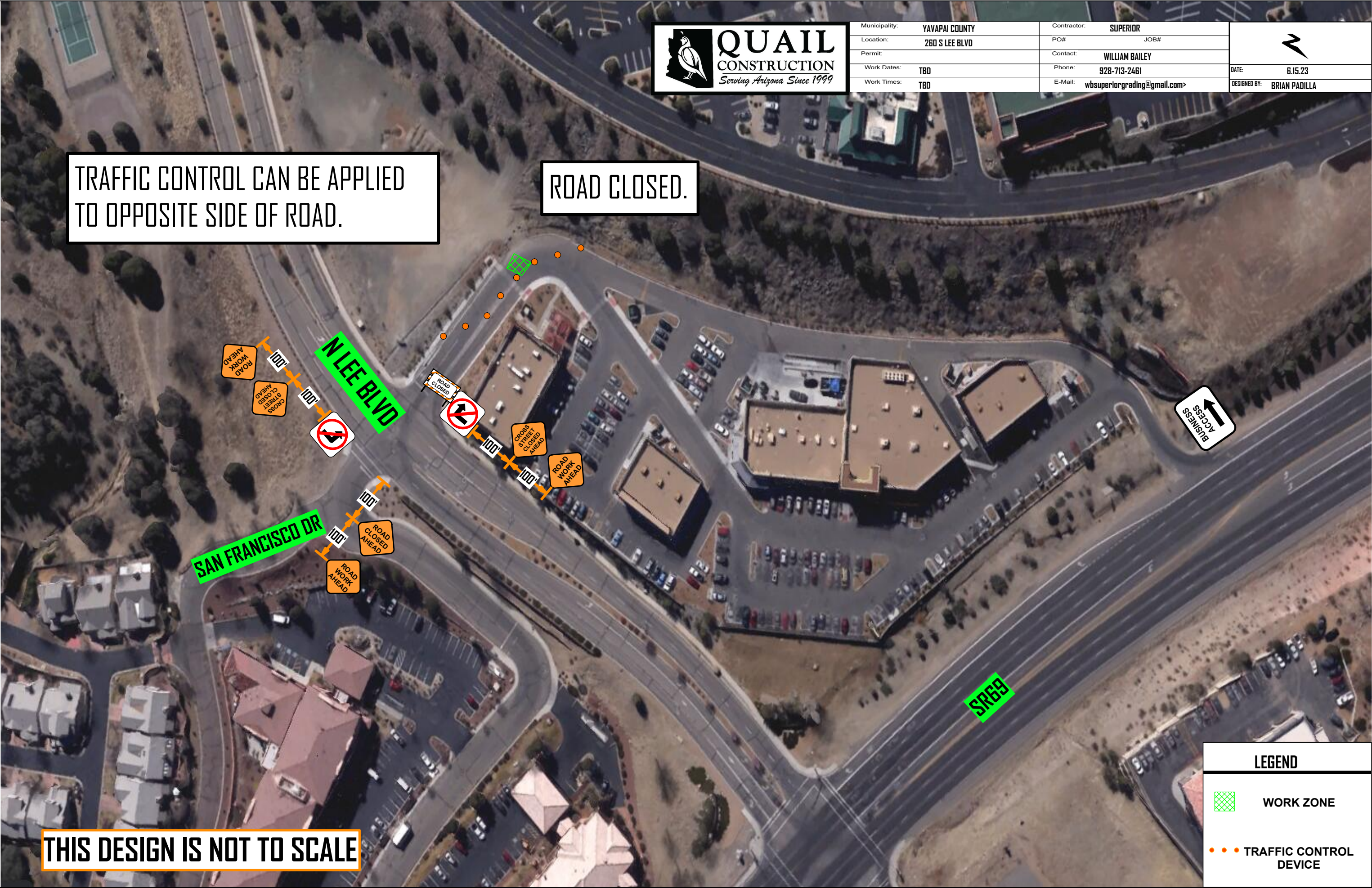


QUAIL
CONSTRUCTION
Serving Arizona Since 1999

Municipality:	YAVAPAI COUNTY	Contractor:	SUPERIOR		
Location:	260 S LEE BLVD	PO#	JOB#		
Permit:		Contact:	WILLIAM BAILEY		
Work Dates:	TBD	Phone:	928-713-2461	DATE:	6.15.23
Work Times:	TBD	E-Mail:	wbsuperiorgrading@gmail.com>	DESIGNED BY:	BRIAN PADILLA

TRAFFIC CONTROL CAN BE APPLIED TO OPPOSITE SIDE OF ROAD.

ROAD CLOSED.



LEGEND	
	WORK ZONE
	TRAFFIC CONTROL DEVICE



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: Recreation Services
ITEM #: 8.F
SUBJECT: Adoption of Resolution No. 2023-1849,
Approving City Contract No. 2023-170, an
Intergovernmental Agreement Between the City
of Prescott and the Town of Chino Valley for
Repair and Maintenance Services of Chino
Valley Police Motorcycles.

ITEM SUMMARY

Adoption of Resolution No. 2023-1849 will approve City Contract 2023-170, an Intergovernmental Agreement Between the City of Prescott and the Town of Chino Valley for Repair and Maintenance Services of Chino Valley Police Motorcycles.

BACKGROUND

Chino Valley Police and the City of Prescott want to enter an intergovernmental agreement allowing the Prescott Fleet Division to perform repair and maintenance services on the Chino Valley Police motorcycles. Prescott Fleet Division has experience working on items on the motorcycle that local vendors do not have the expertise to repair, like lights, sirens, radios, etc. It would also be beneficial if both Prescott and Chino Valley Police Departments had joint training together. This would allow the Prescott Fleet mechanics to repair items like clutches, tires, and brakes during training to minimize downtime and allow Prescott to recoup funding as needed. The City of Prescott Fleet has an IGA with Groom Creek Fire and works on its equipment. This partnership has been in place for many years and has been very successful for both parties.

FINANCIAL IMPACT

Prescott Fleet will cost recover mechanics' time and parts costs when working on Chino Valley Police motorcycles. The City of Prescott vehicles would take priority over other agency vehicles and would not affect service levels.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2023-1849

ATTACHMENTS

1. RESOLUTION ENTERING IGA WITH TOWN OF CHINO VALLEY FOR MOTORCYCLE REPAIRS
2. IGA - Chino Valley Motorcycle Repair

RESOLUTION NO. 2023-1849

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF CHINO VALLEY (CITY OF PRESCOTT CONTRACT NO. 2023-170) FOR THE PROVISION OF POLICE MOTORCYCLE REPAIR AND MAINTENANCE ON CHINO VALLEY POLICE MOTORCYCLES; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, public agencies, like the City of Prescott and the Town of Chino Valley, are authorized and empowered to enter into intergovernmental agreements ("IGA") for the provision of services or for joint or cooperative action pursuant to A.R.S. §11-952; and,

WHEREAS, the City of Prescott Charter allows for cooperative agreements between governmental agencies; and,

WHEREAS, the City of Prescott is ready, willing and able to provide motorcycle repair and maintenance for the Town of Chino Valley police motorcycles; and,

WHEREAS, the Town of Chino Valley is ready, willing and able to pay labor and parts costs associated with such repairs and maintenance; and,

WHEREAS, it is in the best interest of the City of Prescott to enter into this IGA.

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott hereby approves the Intergovernmental Agreement (City Contract No. 2023-170) between the City of Prescott and the Town of Chino Valley to provide police motorcycle repairs and maintenance on Chino Valley police motorcycles.

SECTION 2. THAT the Mayor and staff are hereby authorized to sign this Resolution and the IGA (City Contract No.2023-170) on behalf of the City of Prescott.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of July, 2023.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP, City Clerk

JOSEPH D. YOUNG, 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. 2023-1849 is a true, correct and accurate copy of Resolution No. 2023-1849 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2023, 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 _____, 2023.

Seal

City Clerk

City of Prescott Contract No. 2023-170

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PRESCOTT AND THE TOWN OF CHINO VALLEY
FOR REPAIR AND MAINTENANCE SERVICES
OF CHINO VALLEY POLICE MOTORCYCLES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”), entered into this ____ day of _____, 2023, by and between the CITY OF PRESCOTT, a municipal corporation of Arizona (hereafter the “City”), and the TOWN OF CHINO VALLEY, a municipal corporation of Arizona (hereafter the “Town”); and

WHEREAS, the Town has a need for repair and maintenance services for their police motorcycles (hereafter the “Services”); and

WHEREAS, the City has personnel in its Fleet Services Division qualified to provide the Services; and

WHEREAS, the Town and City desire to mutually cooperate with each other to provide the Services for the Town’s police motorcycles through the joint use of property and personnel; and

WHEREAS, A.R.S. §§ 11-951 and 11-952 authorize “public agencies” such as the City and the Town to enter into such intergovernmental agreements.

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

SECTION 1: The City, through its qualified Fleet Services personnel, will provide the Services for the Town’s police motorcycles on an as-needed basis.

SECTION 2: The Town will be charged the City’s hourly labor rate for mechanical services (labor rate at time of execution of this Agreement is \$100.00 per hour and is subject to future modification). The Town will also pay for parts needed for repairs and/or maintenance.

SECTION 3: The City will invoice the Town for labor and parts costs after the requested Services are completed. The Town will reimburse the City within thirty (30) days of invoicing.

SECTION 4: The term of this Agreement shall be for a ten (10) year period, unless terminated sooner pursuant to Section 5 of this Agreement. This Agreement shall commence upon its date of execution. This Agreement is deemed executed on the date the latter municipal corporation adopts the IGA by its Council.

SECTION 6. Workers' compensation insurance for injuries occurring to Town employees while delivering, receiving, driving, or otherwise participating in providing the Services will be covered by the Town.

Prescott: City of Prescott
c/o City Manager
201 S. Cortez Street
Prescott, Arizona 86303

SECTION 7: CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City is, at any time while this Agreement or an extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City of Prescott from any other party to this Agreement arising as a result of this Agreement.

SECTION 8: INDEMNITY AND HOLD HARMLESS. Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) for, from and against any and all claims, losses, liability costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the negligent act, omission, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

SECTION 9: WAIVER. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

SECTION 10: WAIVER OF JURY TRIAL AND ATTORNEYS' FEES. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to this Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, or state or federal court rule, or state or federal common law.

SECTION 11: RESULT OF NEGOTIATIONS. This Agreement is the result of negotiations by and between the parties. It has been drafted by the Prescott City Attorney and by the Chino Valley Town Attorney and is the result of negotiations between the parties. Therefore, any ambiguity in this agreement is not to be construed against either party.

SECTION 12: INSURANCE.

A. The Town shall carry sufficient insurance to cover the activities outlined in this Agreement.

B. The City shall carry sufficient insurance to cover the activities outlined in this Agreement.

SECTION 13: ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF PRESCOTT

TOWN OF CHINO VALLEY

By: Katie Gregory
Its: City Manager

By: Cindy Blackmore
Its: Town Manager

ATTEST:

ATTEST:

Sarah M. Siep, City Clerk

Erin Deskins, Town Clerk

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

Joseph D. Young, City Attorney

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Chino Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Prescott Valley.

Andrew J. McGuire, Town Attorney



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: Finance
ITEM #: 9.A
SUBJECT: Adoption of Ordinance No. 2023-1831 Setting the FY24 City Property Tax Levy.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PRESCOTT, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE PROVIDING FUNDS FOR THE GENERAL MUNICIPAL EXPENSES, FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2024

ITEM SUMMARY

This item is the establishment of the FY24 Property Tax Levy. The City's primary property tax rate for FY24 is estimated at 0.2520 per \$100 of assessed valuation. For a home valued at \$400,000 in both 2023 and 2024, the portion of property tax that goes to the City will increase by \$9.56 to \$100.80 for the year.

BACKGROUND

On June 27, 2023, a public hearing was held on the final budget, establishment of the expenditure limitation, and the City property tax levy for FY24. After the public hearing, the Council voted 6-0 to proceed with the property tax increase. Following the meeting, at a special meeting, the final budget was adopted, and the expenditure limit was established for FY24. State law requires that property tax levies be adopted no earlier than fourteen days after the public hearing. The primary tax levy for FY24 is \$2,227,185 which is \$321,906 (\$283,069 tax increase and \$38,837 for new construction) more than the primary tax levy in FY23. As discussed during the budget workshops, this increase is for the addition of needed police officers in the FY24 budget.

While revenue from the primary property tax supports general governmental functions, it provides a relatively minor amount of the overall cost. To place this in perspective, \$2,227,185 represents less than three and a half weeks of funding for the City's public safety operations (Police and Fire).

FINANCIAL IMPACT

The FY24 Primary Property Tax Levy is needed to fund the FY24 Budget adopted by Council on June 27, 2023.

RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2023-1831

ATTACHMENTS

1. Ordinance 2023-1831 FY24 Tax Levy

ORDINANCE NO. 2023-1831

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PRESCOTT, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE PROVIDING FUNDS FOR THE GENERAL MUNICIPAL EXPENSES, FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2024

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2024 is required to be finally adopted not less than fourteen days after adoption of the annual budget; and

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

ENACTMENTS:

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

SECTION 1. THAT, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Prescott, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of \$2,227,185.00 for the Fiscal Year ending on the 30th day of June, 2024. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors or the County of Yavapai is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. THAT, failure by the County official of Yavapai County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Prescott upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien therefore or a sale of

the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 3. THAT the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Yavapai, Arizona.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 11th day of July, 2023.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP, City Clerk

JOSEPH YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2023-1831 is a true, correct and accurate copy of Ordinance No. 2023-1831, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2023, 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 _____, 2023.

Seal



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: City Clerk
ITEM #: 10.A
SUBJECT: Discussion, Consideration and Possible Action Regarding a Petition Received by the Council at the June 13, 2023 Voting Meeting and Submitted by Ralph Hess.

ITEM SUMMARY

At the Tuesday, June 13, 2023 Voting Meeting Mr. Hess addressed Council during the Open Call to the Public and submitted the attached Petition regarding Council's consideration of lease agreements as it relates to the Prescott Rodeo Grounds. The Resolution stipulates that:

1. Prior to voting on a lease the city shall solicit proposals for the preparation of a master plan and invite Prescott Frontier Days to participate in the process
2. Prior to voting on any lease the city shall require a public comment period of no less than sixty (60) days following the first meeting at which the lease is considered and during that time conduct two (2) duly noticed public hearings.

The petition contained 187 supporting signatures.

At this time staff recommends that the Council receive a presentation from Legal Department staff regarding lease processes and discuss the petition in accordance with the City Charter in order to take action in one of the following ways:

1. Adopting the proposed Resolution
2. Denying the proposed Resolution, or
3. Adopting the Resolution with revisions

BACKGROUND

In accordance with Article II, Section 18 of the Prescott City Charter: *"any citizen of the city may appear before the council at a regular meeting and present a written petition; such petition shall be acted upon by the council, in the regular course of business, within thirty (30) days."*

FINANCIAL IMPACT

None at this time.

RECOMMENDED ACTION

MOVE to approve, deny or approve with modifications Resolution submitted by Petitioner Ralph Hess

ATTACHMENTS

1. Ralph Hess Petition
2. Hess Petition Signatures

**PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA TO
ADOPT A RESOLUTION REGARDING ANY CONSIDERATION OF A LEASE
REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI
COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS.**

In accordance with City of Prescott Charter, Article II, Section 18, I, the undersigned citizen of the City of Prescott, County of Yavapai, State of Arizona, respectfully petition the Prescott City Council to consider, approve, and adopt in accordance with City of Prescott Charter, Article VII the attached proposed RESOLUTION REGARDING ANY CONSIDERATION OF A LEASE REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS.

Petitioner is not opposed to the City Council modifying the proposed Resolution as long as the proposed provision in Section 5 regarding the sixty (60) day public comment period and public hearings is not substantially modified.

I have personally signed this petition with my first and last name. I am a citizen and qualified elector of the State of Arizona, County of Yavapai, City of Prescott.



Ralph Hess, Petitioner
P. O. Box 4166
Prescott, AZ 86302

13 June 2023
Date

This Petition is further supported by the attached list of signatories incorporated by this reference.

FILED WITH CITY CLERK
Date: 6/13/23 Hr: 3:00 PM
Sig: [Signature]

RESOLUTION NUMBER _____

**A RESOLUTION REGARDING ANY CONSIDERATION OF A LEASE
REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI
COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS.**

WHEREAS, the City of Prescott recognizes the city-owned realty known as the Yavapai County Fairgrounds or Prescott Rodeo Grounds, which hosts the "World's Oldest Rodeo," is closely associated with the City of Prescott in tourism publications and is an economic asset attracting visitors to our community; and

WHEREAS, the Mayor and Council of the City of Prescott recognize that consideration of any lease of such property will have an impact on neighboring residences and the public in general, and

WHEREAS, the current lease between the City of Prescott and Prescott Rodeo Days, Inc. provides, in part, at paragraph 6, ". . . the City contemplates soliciting proposals for preparation of a master plan for the Rodeo Grounds (the "Master Plan") to explore and realize economic development of the highest and best uses of the Rodeo Grounds complementary to use of the Premises by PFD under this Lease. The City shall invite PFD to participate in the Master Plan process. . . ."

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

SECTION 1. THAT the City of Prescott, a municipal corporation of the State of Arizona, has authority to lease city-owned property, including that city-owned realty known as the Yavapai County Fairgrounds or Prescott Rodeo Grounds.

SECTION 2. THAT the City of Prescott is authorized to solicit proposals for a master plan regarding city-owned property.

SECTION 3. THAT the City of Prescott is authorized to set and schedule public hearings to consider actions regarding city-owned property.

Resolution Number _____ - continued:

SECTION 4. THAT prior to voting upon any lease of the city-owned realty known as the Yavapai County Fairgrounds or Prescott Rodeo Grounds, the City shall solicit proposals for preparation of a master plan for the Rodeo Grounds (the "Master Plan") to explore and realize economic development of the highest and best uses of the Rodeo Grounds complementary to use of the Premises by PFD under this Lease. The City shall invite PFD to participate in the Master Plan process.

SECTION 5. THAT prior to voting upon any lease of the city-owned realty known as the Yavapai County Fairgrounds or Prescott Rodeo Grounds, the City shall require a public comment period of no less than sixty (60) days following the first City Council public meeting discussion to consider such lease; and, during such comment period, the City shall conduct two (2) duly noticed public hearings.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2023.

PHIL GOODE
Mayor, City of Prescott

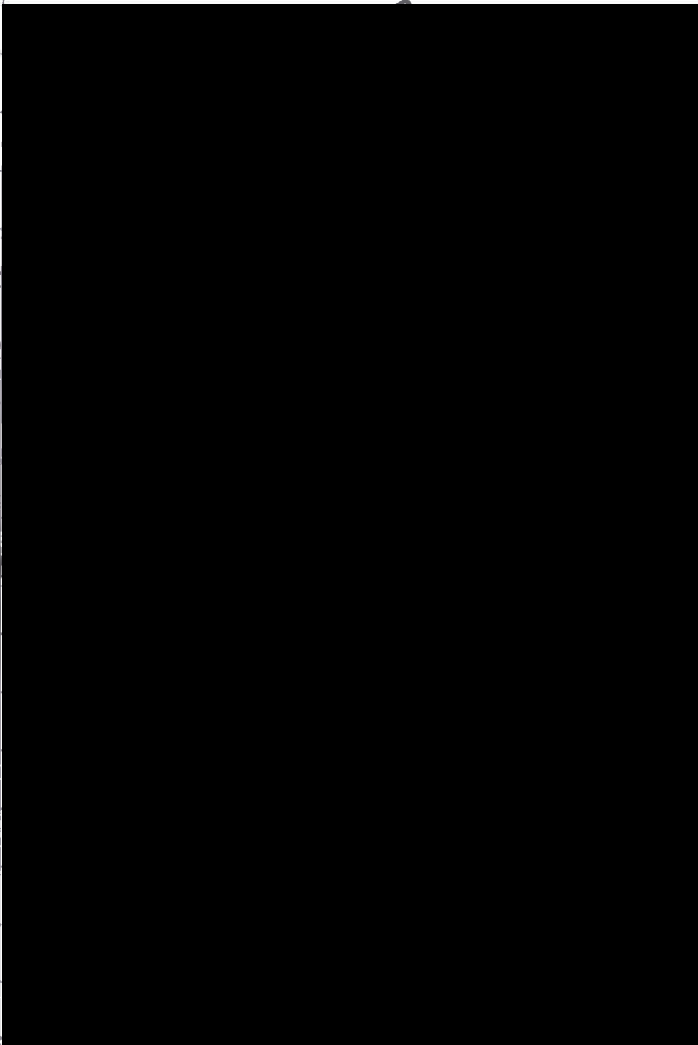
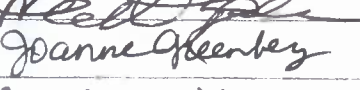
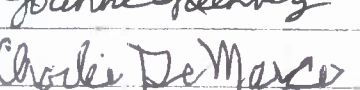
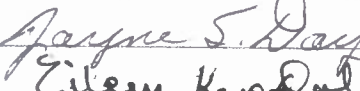
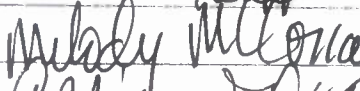
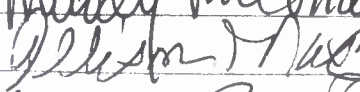
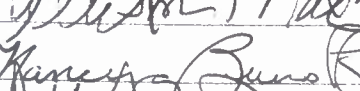
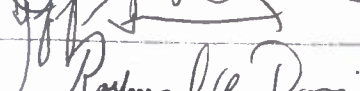
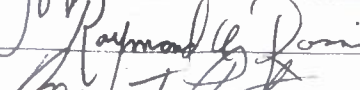
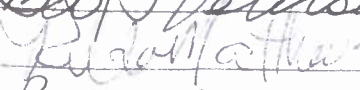
ATTEST:

APPROVED AS TO FORM:

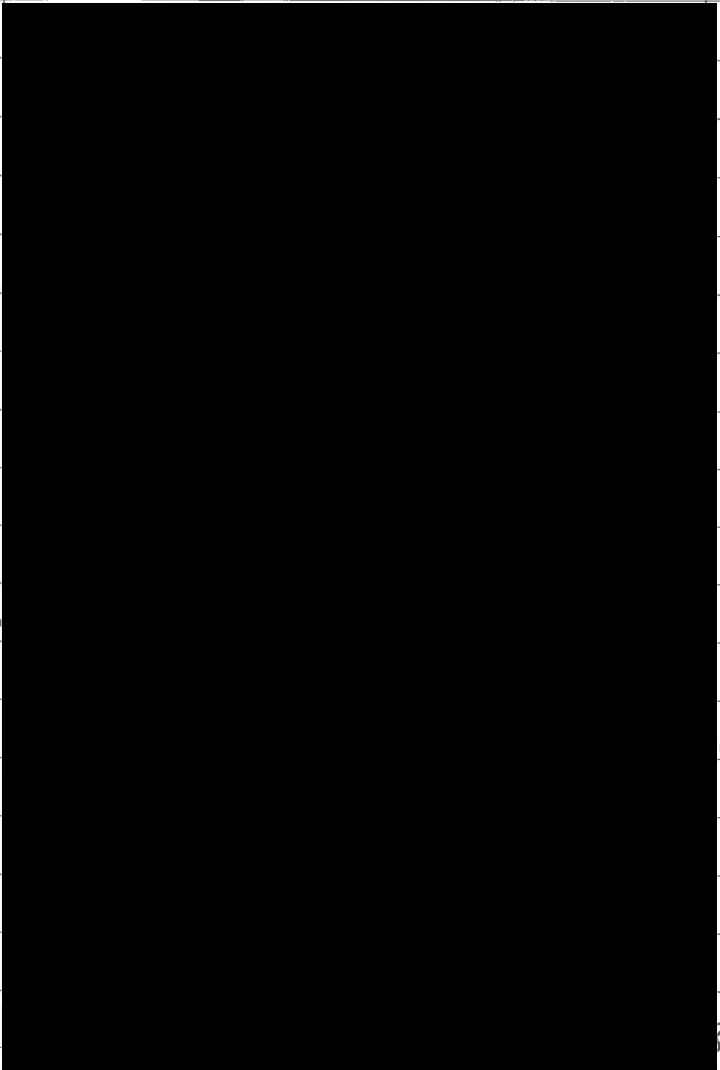
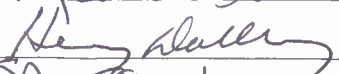
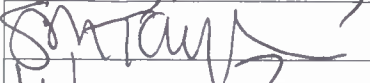
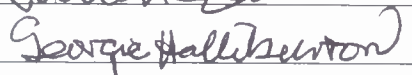
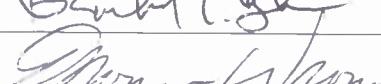
SARA SIEP
City Clerk

JOSEPH YOUNG
City Attorney

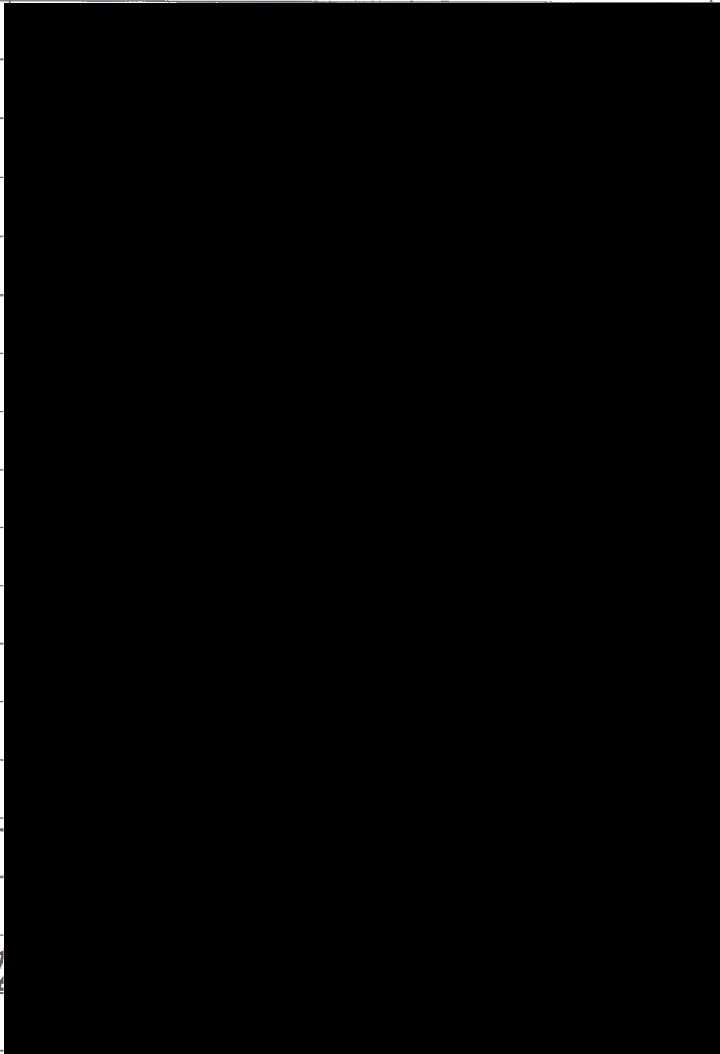
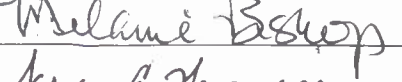
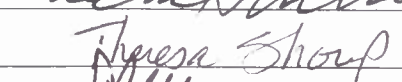
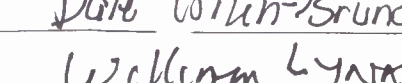
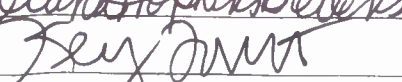
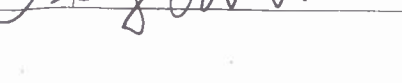
PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA TO ADOPT A RESOLUTION REGARDING ANY CONSIDERATION OF A LEASE REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS; PROVIDING FOR PUBLIC HEARINGS AND COMMENT PERIOD.

Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	Thomas R. Fallon		6/10/23
	Sue E. Manuel		6-10-2023
	Toni SLAUGHTERBACK		6-10-2023
	Deborah Lalor		86305 6-10-23
	Heather M. Spencer		6-10-23
	Joanne Greenberg		6-10-23
	Charlie DeMarco		6-10-23
	Jayne S. Day		6/10/2023
	Eileen Randall		6/10/23
	Melody McConaughy		6/10/23
	Allison Nash		6-10-23
	NANCY G. BURNS, B.Y.P.		6-10-23
	Jeff Dierman		6/10/23
	Raymond Rossi		6/10/23
	Bev J. Peterson		6/10/23
	Rika Matthews		6/11/23
	ROGER MATTHEWS		6/11/23
	GAIL TOLLEY		6/11/23

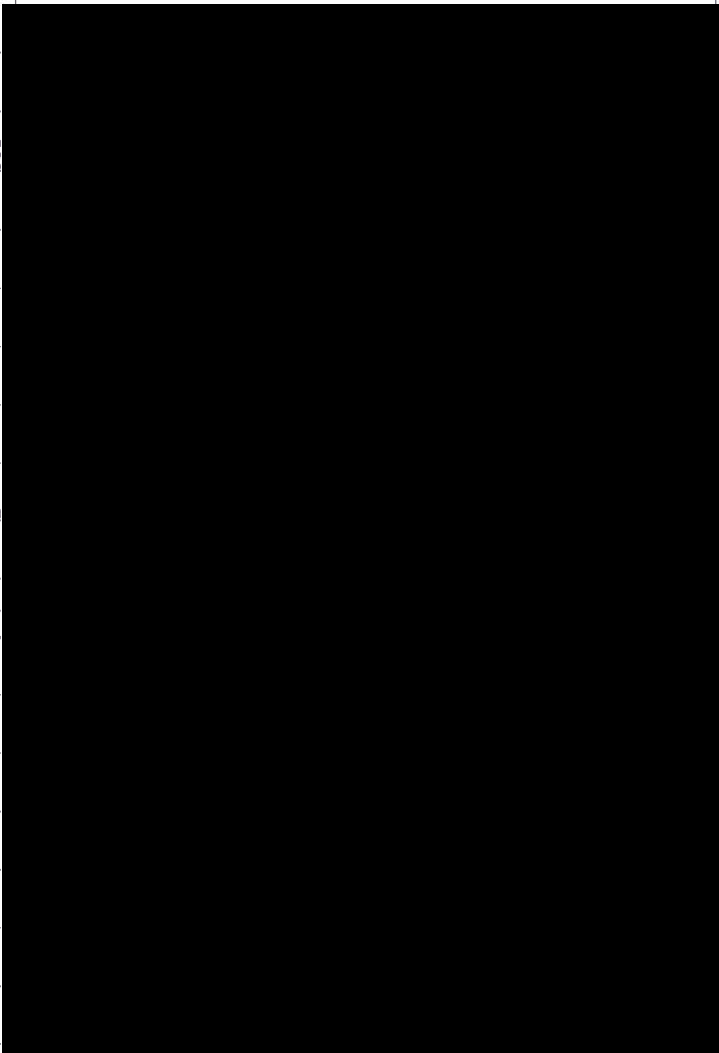
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	Julia Watson-Frandsen		6-10-23
	GREGORY STEIN		6-10-23
Mary Ellen K Kramer	Mary Ellen K Kramer		6-10-23
	HENRY DAHLBERG		6/10/23
	Sarah-Michelle Tayler		6/10/23
	WARREN ZAGER		6/10/23
	GEORGIE HALLIBURTON		6-10-23
Adrienne Sharp	ADRIENNE SHARP		6-10-23
	John Jupp		6-10-23
	TOM CLANCY		6-10-23
	Richard C. Geiselman		6-10-23
	Thomas Wrona		6-10-23
	GARY FENTON		6-10-23
	MARIA LYNAM		6-10-23
	LINDA BRADY		6/10/23
	DOUGLAS HALL		6/10/23
	MARIA-ELENA DUNN		6/10/23
	BONNIE L. McMIN		6/10/23

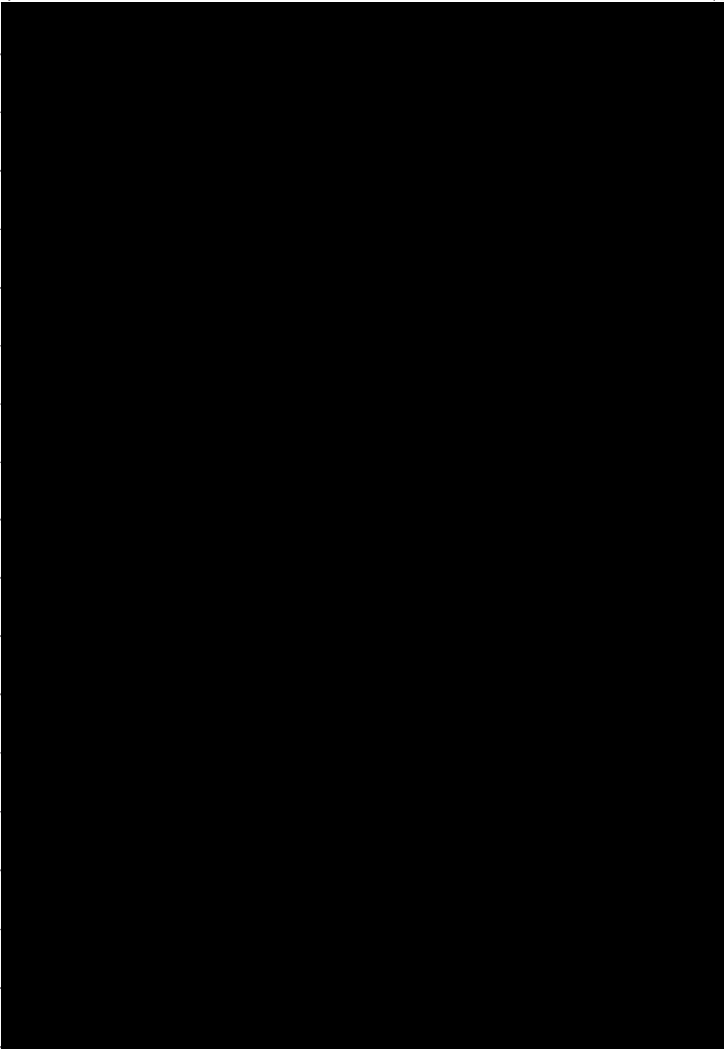
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	Marty I. Siegel		4/10/23
	Becky Fallon		305 6/10/23
	O. KATE ELKIN		6/10/23
	Melanie Bishop		6/10/23
	SARA E WERNER		6/10/23
	Elaine Muir-Tracy		4/10/23
	Jennie Le-Milne		6/10/23
	DONALD FALLIS		6/10/23
	Michael Nelson		6-10-23
	THERESA Shoup		6-10-23
	James Kendall		6-10-23
	Susan Zerbe		6-10-23
	Sandra Carter		6-10-23
	Sherrie Leventon		6-10-23
	Dale Cohen-Bruno		6-10-23
	William Lynum		6-10-23
	Diana Hopkins Breitenstein		6-10-23
	Kelly Tolbert		6/10/23

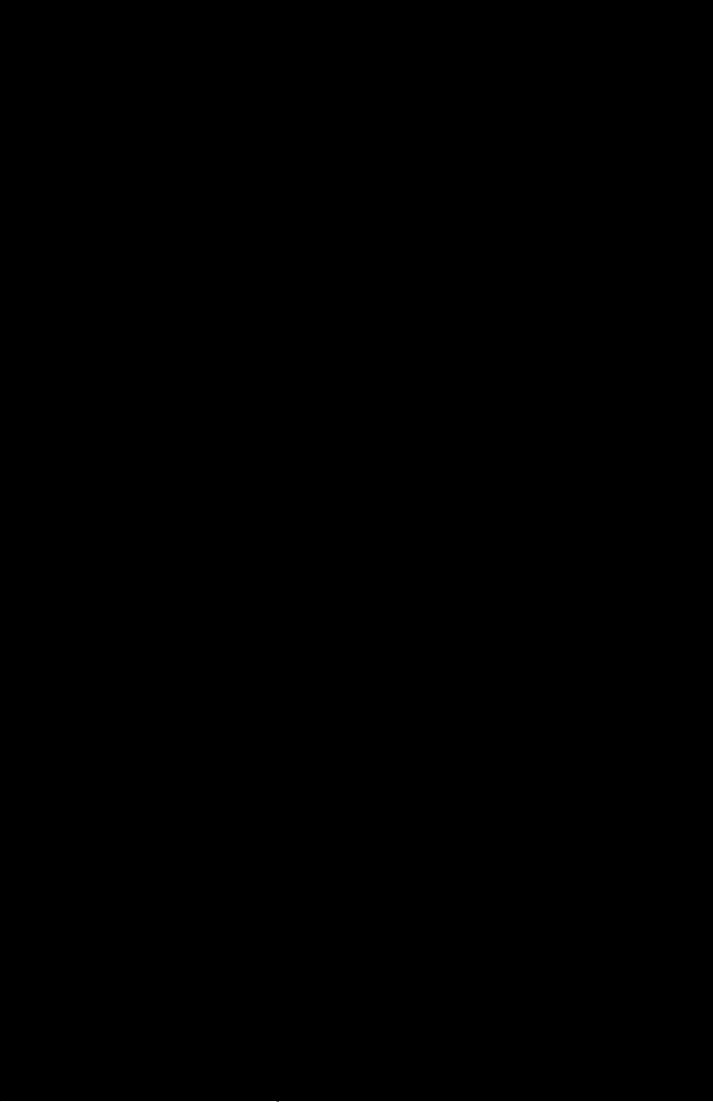
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
Jacqueline deSa	JACQUELINE DESA		6-11-23
Nancy Scharff	Nancy Scharff		6/11/23
Cathleen Huntress	Cathleen Huntress		6/11/23
Kristen Law	Kristen Law		6/11/23
Jessy Burdon	Jessy Burdon		6/11/23
Debbie E. Lopez	Debbie E. Lopez		6/11/23
James D.R. Steven	James D.R. Steven		6/11/23
Janet Dee Steven	Janet Dee Steven		6/11/23
Carmen Dawn Chamele	Carmen Dawn Chamele		6/11/23
Janice Suderman	Janice Suderman		6/11/23
Amber Chamele	Amber Chamele		6-11-23
Peggy Glenn	PEGGY GLENN		6-11-23
Ramona Dunbar	Ramona Dunbar		6-11-23
Ka Hellen	Ka Hellen		6-11-23
Art Atonna	Art Atonna		6-11-23
Ellen Ferreira	Ellen Ferreira		6/11/23
Toby Friedman	Toby Friedman		6/11/23
Barbara Nall	Barbara NALL		6/11/23

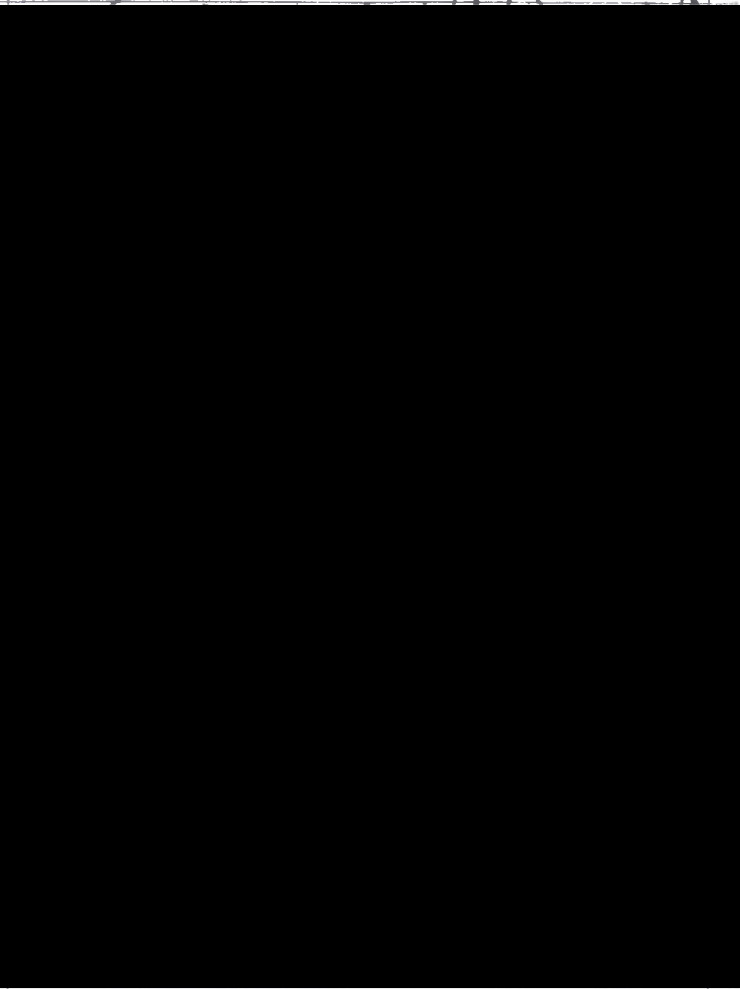
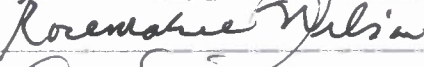
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
Mara Protas	MARA PROTAS		6/10/23
Jane A Carlson	JANE A CARLSON		6/10/23
Laurel Freeman	Laurel Freeman		6/10/23
William J. Rice	William J. Rice		6/10/23
Sallie Shore	Sallie Shore		6/10/23
Fredric Shore	Fredric Shore		6/10/23
Nancy M Turcich	Nancy M Turcich		6/10/23
Linda Miller	Linda Miller		6/10/23
Cathy Davis	Cathy Davis		6/10/23
Colleen McHorney	Colleen McHorney		6/10/23
Nancy McHorney	NANCY McHORNEY		6/10/23
Alan Hoptler	Alan Hoptler		6/10/23
John Proffer	John Proffer		6-10-23
Kaileena Y. Martin	KAILLEENA Y. MARTIN		6/10/23
Barry Weintroub	Barry Weintroub		6/10/23
Carol Burton	CAROL BURTON		6/11/23
Larry N Vance	LARRY N VANCE		6/11/23
Molly McGinn	MOLLY MCGINN		6/11/23

PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA TO ADOPT A RESOLUTION REGARDING ANY CONSIDERATION OF A **LEASE** REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR **PRESCOTT RODEO GROUNDS**; PROVIDING FOR PUBLIC HEARINGS AND COMMENT PERIOD.

Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	John Ruby		6/10/23
	Terry BAKER		301 "
	REBECCA PAUL		6/10/23
	BRADFORD PAUL		6/10/23
	Judy Stahl		6/10/23
	Nicholas J Mark		6/10/23
	Molly BEVERLY		6/10/23
	Toni Denis		6/10/23
	Dorothy A. Morris		6/10/23
	Kathleen Sauer		6/10/23
	NANCY E SOLOMON		6/10/23
	Pamela K. Geisel		6/10/23
	Alexandra Cassidy		6/10/20
	GARY CASSIDY		6/10/20
	Susan Kohler		6/12/23
	Rosann Kohler		6-12-23
	Susan Gorman		6-12-22
	Kathryn Watson		6-12-23

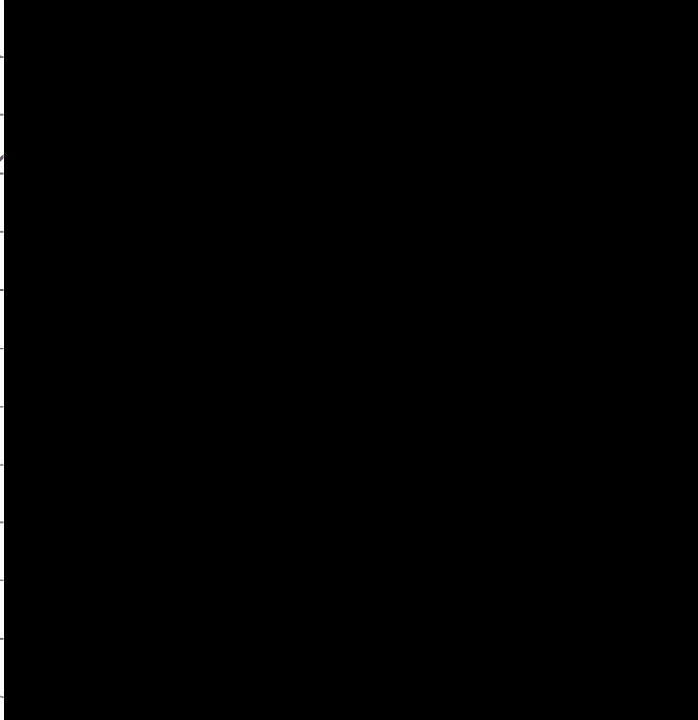
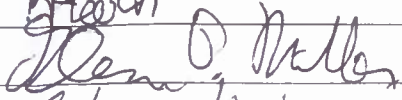
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	Gail Martin		6/11/23
	Samantha Shuey		6/11/23
	TH SHUEY		6/11/23
MACK ROBERTSON	Feri Teschner		6/11/23
	Don Tuler		6/11/23
	Debra Pendergast		6/11/23
	Susan Allen		6/11/23
	Rosemarie Wilson		6/11/23
	CECILIA REAGAN		6/11/23
	SUSAN ELIZABETH ADAMS		6/11/23
	MARYLEE C. MIRLO		6/12/23
	Maria C Gannon		6/12/23
	A. JAMES IFFLANDER		6/12/23
	Lauren P. Ifflander		6/12/23
	THOMAS A. GANSER		6/12/23

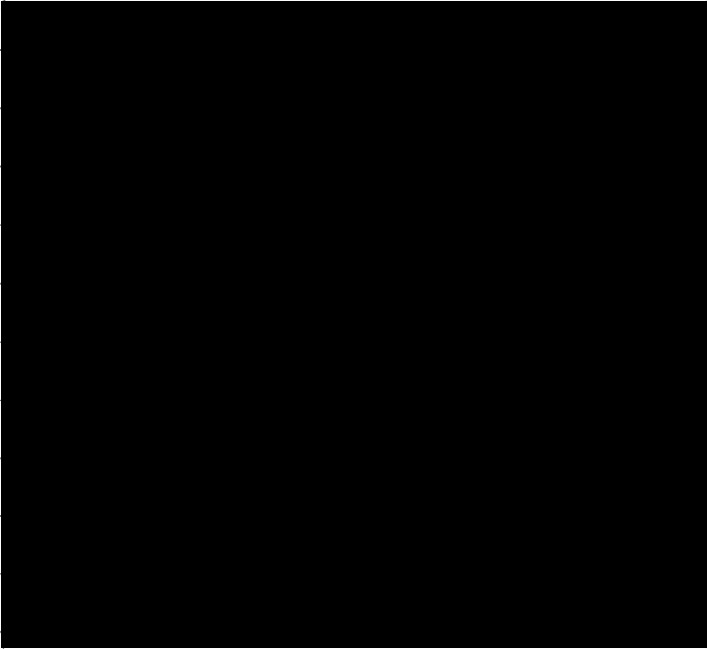
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
<i>Richard Byers</i>	Richard Byers		06/10/2023
<i>Jay Israel</i>	JAY ISRAEL		JUNE 10 2023
<i>Christopher DelGaudio</i>	Christopher DelGaudio		6-10-2023
<i>Ed Gombay</i>	Ed Gombay		10 JUN 2023
<i>Patricia Austin</i>	PATRICIA AUSTIN		6-10-2023
<i>Susan M. Alcott</i>	SUSAN M. ALCOTT		6-10-2023
<i>Carol Jackson</i>	CAROL JACKSON		6/10/2023
<i>Kenneth Simera</i>	Kenneth Simera		6/10/2023
<i>Kathleen Bolistrevi</i>	Kathleen Bolistrevi		6/10/2022
<i>Mary Kathleen Murphy</i>	Mary Kathleen Murphy		6/10/2022
<i>Rosemary Badgett</i>	Rosemary Badgett		6/10/2023
<i>Carol Badgett</i>	Carol Badgett		6/10/2023
<i>Anne Watson</i>	Anne Watson		6/10/2023
<i>Mark Perry Breitenstein</i>	Mark Perry Breitenstein		6/10/2023

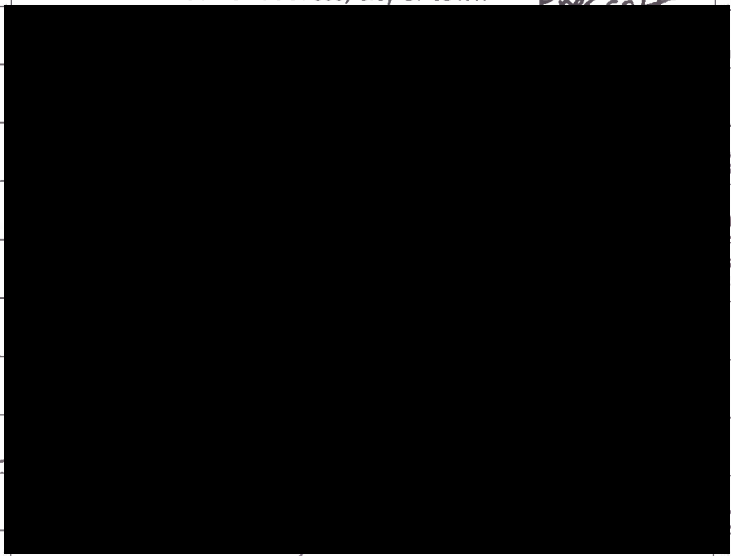
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	Larry A. Suderman		6-4-23
	Richard D. Hector		6-11-23
	Glenn D. Miller		6-11-23
	Johanna Nash		6/11/23
	Elizabeth Gorski		6/11/23
	Nancy Mattina		6/11/23
	Anthony Mattina		6-11-23
	Peggy Chalkin		6/11/23
	Retyl Kroopnick		6/11/23
	MARCE CISSABOOM		6/11/23
	ROBERT CISSABOOM		6 JUNE 23
	STEPHEN FINOCawe		6/11/23

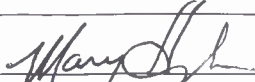
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
Francis J. Kramer	FRANCIS J. KRAMER		6-10-23
Anne-Marie Tayler	ANNE-MARIE TAYLER		6-10-23
Jon Steven Elkin	JON STEVEN ELKIN		6-10-23
Fred Zimmerman	Fred Zimmerman		6/10/23
Mr. W. Boerbas	Theodore W. Boerbas		6/10/23
Laurie Back	Laurie Back		6-10-23
Warren G. Tracy	WARREN G. TRACY		6/10/23
Dana McCready	Dana McCready		6-10-23
Margaret D. Cox	MARGARET D. COX		6-10-23
Gay L. Simeral	Gay L. Simeral		6-10-23
Barbara J. Allgood	Barbara J. Allgood		6/10/23

PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA TO ADOPT A RESOLUTION REGARDING ANY CONSIDERATION OF A LEASE REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS; PROVIDING FOR PUBLIC HEARINGS AND COMMENT PERIOD.

Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	Denise Healey		6/10/2023
	Phillip Brant		6/10/2023
	Erica Lindsay		6/10/2023
	BENJAMIN ROE		6/10/2023
	Angelica Sand		03 6/11/23
	DALE Sand		6/11/23
	Lorri Hernandez		6/11/23
	David S Hernandez		6/11/23
	Joyce van Walsum		03 6/11/23

PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA TO ADOPT A RESOLUTION REGARDING ANY CONSIDERATION OF A **LEASE** REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR **PRESCOTT RODEO GROUNDS**; PROVIDING FOR PUBLIC HEARINGS AND COMMENT PERIOD.

Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	MARY HOPKIN		6/10/23
	mark Hopkin		6/10/23
	MARILYN BENEFIEL		6/10/23
	Gary L. Kensing		6/11/23
	Karen L. Kensing		6/11/23
	Sherry Woollen		6/11/23
	Steven Smith		6/12/23
	N.J Stewart-Smith		12 Jun 23

PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA TO ADOPT A RESOLUTION REGARDING ANY CONSIDERATION OF A LEASE REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS; PROVIDING FOR PUBLIC HEARINGS AND COMMENT PERIOD.

[illegible]

PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA TO ADOPT A RESOLUTION REGARDING ANY CONSIDERATION OF A LEASE REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS; PROVIDING FOR PUBLIC HEARINGS AND COMMENT PERIOD.

[illegible]



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: City Clerk
ITEM #: 10.B
SUBJECT: Discussion, Consideration and Possible Action Regarding a Petition Received by the Council at the June 13, 2023 Voting Meeting and Submitted by Marty Siegel.

ITEM SUMMARY

At the Tuesday, June 13, 2023 Voting Meeting Ms. Siegel addressed Council during the Open Call to the Public and submitted the attached Petition regarding Council's consideration of zoning conditions, rezoning or approval of master plans, conceptual plans or site plans as it relates to the Prescott Rodeo Grounds. The Resolution stipulates that:

1. Prior to voting on any application regarding current zoning conditions or to rezone the rodeo grounds, or to approve a master plan, conceptual plan or site plan for the property the city shall require a public comment period of no less than sixty (60) days and during that time the city shall conduct three (3) duly noticed public hearings.

The petition contained 174 supporting signatures.

At this time staff recommends that the Council receive a presentation from Community Development Department staff regarding the city's existing zoning process and discuss the petition in accordance with the City Charter in order to take action in one of the following ways:

1. Adopting the proposed Resolution
2. Denying the proposed Resolution, or
3. Adopting the Resolution with revisions

BACKGROUND

In accordance with Article II, Section 18 of the Prescott City Charter: "*any citizen of the city may appear before the council at a regular meeting and present a written petition; such petition shall be acted upon by the council, in the regular course of business, within thirty (30) days.*"

FINANCIAL IMPACT

None at this time.

RECOMMENDED ACTION

MOVE to approve, deny or approve with modifications Resolution submitted by Petitioner Marty Siegel

ATTACHMENTS

1. Marty Siegel Petition
2. Siegel Petition Signatures

PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA TO ADOPT A RESOLUTION REGARDING ANY APPLICATION RELATED TO CURRENT ZONING CONDITIONS OR REZONING OR APPROVAL OF ANY MASTER PLAN, CONCEPTUAL PLAN OR SITE PLAN REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS.

In accordance with City of Prescott Charter, Article II, Section 18, We, the undersigned citizens of the City of Prescott, County of Yavapai, State of Arizona, respectfully petition the Prescott City Council to consider, approve, and adopt in accordance with City of Prescott Charter, Article VII the attached proposed RESOLUTION REGARDING ANY APPLICATION RELATED TO CURRENT ZONING CONDITIONS OR REZONING OR APPROVAL OF ANY MASTER PLAN, CONCEPTUAL PLAN OR SITE PLAN REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS.

Petitioners welcome the City Council modifying the proposed Resolution as long as the proposed provision in Section 3 regarding the sixty (60) day public comment period and public hearings is not substantially modified.

We have personally signed this petition with our first and last names. We are citizens and qualified electors of the State of Arizona, County of Yavapai, City of Prescott.

Marty I. Siegel
Signature
Marty I. Siegel, Petitioner
Marty I. Siegel
810 Norris Road
Prescott, AZ 86305

6/13/2023
Date

Deborah A. Thalasis
Signature
Deborah A. Thalasis, Petitioner
Deborah A. Thalasis
1972 Meadowbrook Road
Prescott, AZ 86303

6.13.2023
Date

This Petition is further supported by the attached list of signatories incorporated by this reference.

RESOLUTION NUMBER _____

A RESOLUTION REGARDING ANY APPLICATION RELATED TO CURRENT ZONING CONDITIONS OR REZONING OR APPROVAL OF ANY MASTER PLAN, CONCEPTUAL PLAN OR SITE PLAN REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS.

WHEREAS, the Mayor and Council of the City of Prescott recognize the city-owned realty known as the Yavapai County Fairgrounds or Prescott Rodeo Grounds, which hosts the "World's Oldest Rodeo," is closely associated with the City of Prescott in tourism publications and is an economic asset attracting visitors to our community; and

WHEREAS, the Mayor and Council of the City of Prescott recognize that any consideration of current zoning conditions or rezoning of the Yavapai County Fairgrounds or Prescott Rodeo Grounds as well as any master plan, conceptual plan or site plan approval for such property will have an impact on neighboring residences and the citizenry in general.

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

SECTION 1. THAT the City of Prescott, a municipal corporation of the State of Arizona, has authority to approve applications regarding current zoning conditions or to rezone property within its boundaries and to approve master plans, conceptual plans or site plans for such property, including that city-owned realty known as the Yavapai County Fairgrounds or Prescott Rodeo Grounds.

SECTION 2. THAT the City of Prescott is authorized to schedule public hearings to consider applications regarding zoning conditions or to rezone property within its boundaries and to consider master plans, conceptual plan or site plans for such property, including that city-owned realty known as the Yavapai County Fairgrounds or Prescott Rodeo Grounds.

///

Resolution Number _____ - continued:

SECTION 3. THAT prior to voting upon any application regarding current zoning conditions or to rezone the city-owned realty known as the Yavapai County Fairgrounds or Prescott Rodeo Grounds, or approve a master plan, conceptual plan or site plan for such property, the Prescott City Council shall require a public comment period of no less than sixty (60) days; and, during such comment period, the City shall conduct three (3) duly noticed public hearings.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2023.

PHIL GOODE
Mayor, City of Prescott

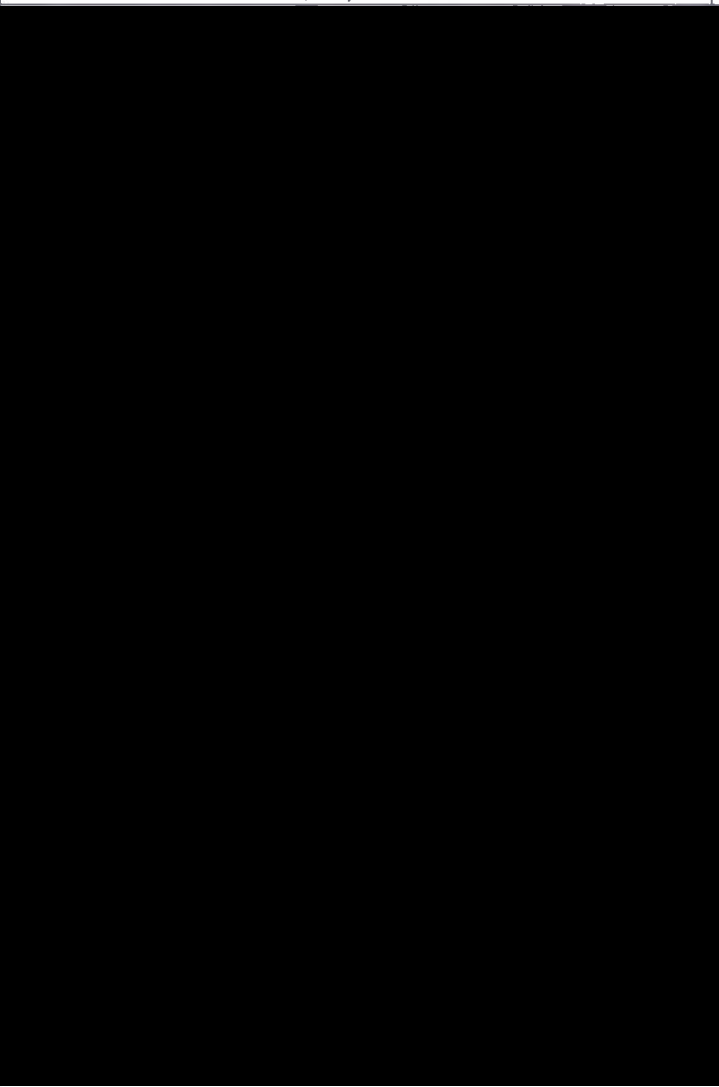
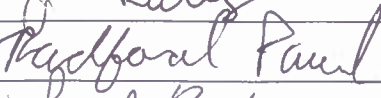
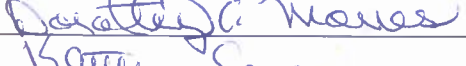
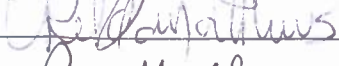
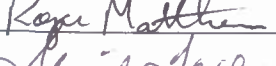
ATTEST:

APPROVED AS TO FORM:

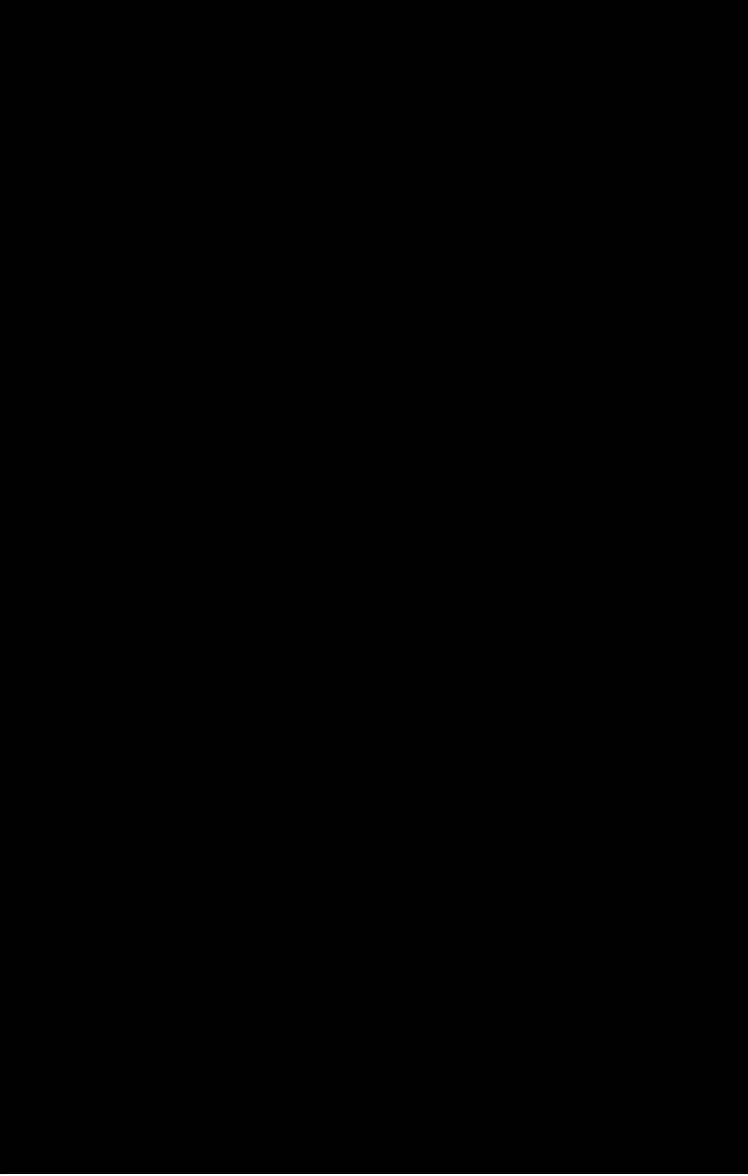
SARA SIEP
City Clerk

JOSEPH YOUNG
City Attorney

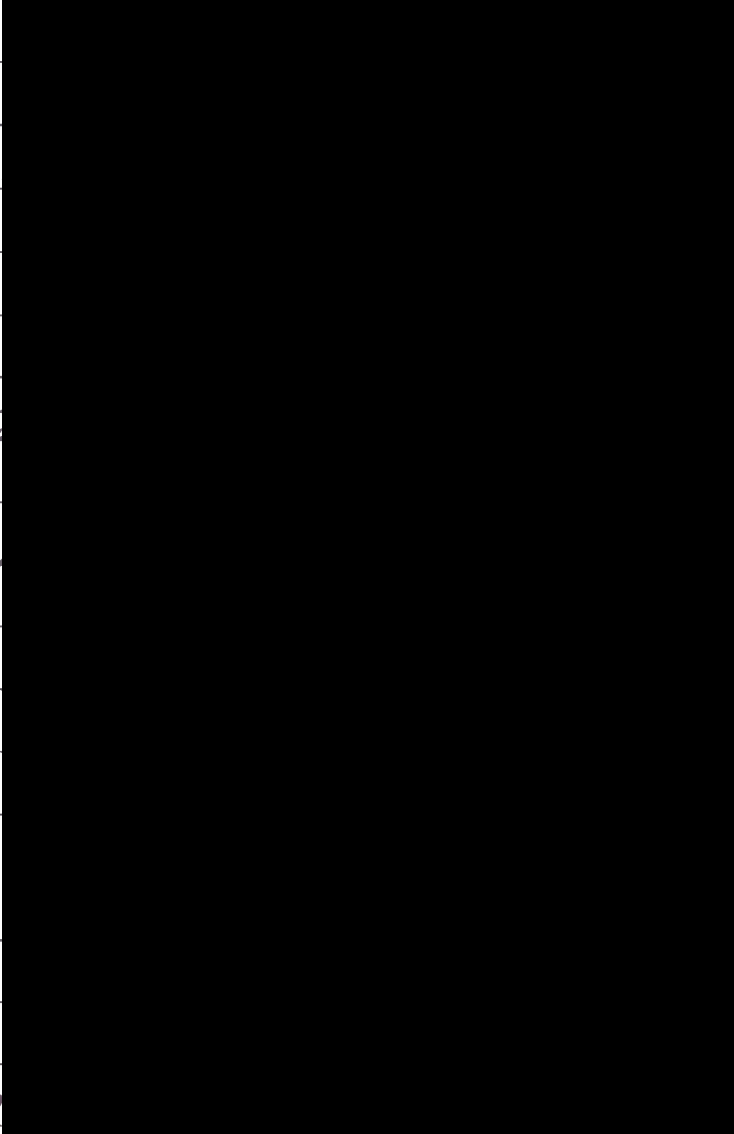
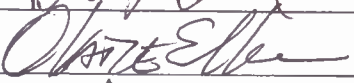
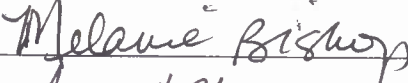
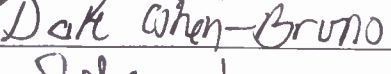
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	John Ruby		6/10/23
	RADFORD PAUL		6/10/23
	Terry Baker		1 "
	REBECCA PAUL		6/10/23
	Judy Stahl		6/10/23
	Nicholas J. Mark		6/10/23
	Toni Denis		6/10/23
			
	NANCY E SOLOMON		6/10/23
	Dorothy A. Morris		6/10/23
	Kathleen Sauer		6/10/23
	Pamela K. Geisel		6/10/23
	Alexandra Cassidy		6/10/23
	Gary Cassidy		6/10/23
	Rikol Matthews		6/11/23
	ROGER MATTHEWS		6/11/23
	GAIL TOLLEY		6/12/23
	Roger Kerner		6-12-23

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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
Mara Protas	MARA PROTAS		6/10/23
Jane A Carlson	JANE A CARLSON		6/10/23
Laurel Freeman	LAUREL FREEMAN		6/10/23
William T. Rice	William T. Rice		6/10/23
Sallie Shore	Sallie Shore		6/10/23
Fredia Shore	Fredia Shore		6/10/23
Nancy M. Turack	Nancy M. Turack		6/10/23
Linda Miller	LINDA Miller		6/10/23
Cathy Davis	Cathy Davis		6/10/23
Colleen McHorney	Colleen McHorney		6/10/23
Alan Hoffer	Alan Hoffer		6/10/23
John Proffer	John Proffer		6/10/23
Kaileena Y. Martin	KAILEENA Y. MARTIN		6/10/23
Barry Weintraub	Barry Weintraub		6/10/23
Larry N Vance	LARRY N VANCE		6/11/23
Carol Burton	CAROL BURTON		6/11/23
Molly McEann	Molly McEann		6/11/23
KE Cain	KE Cain		6/11/23

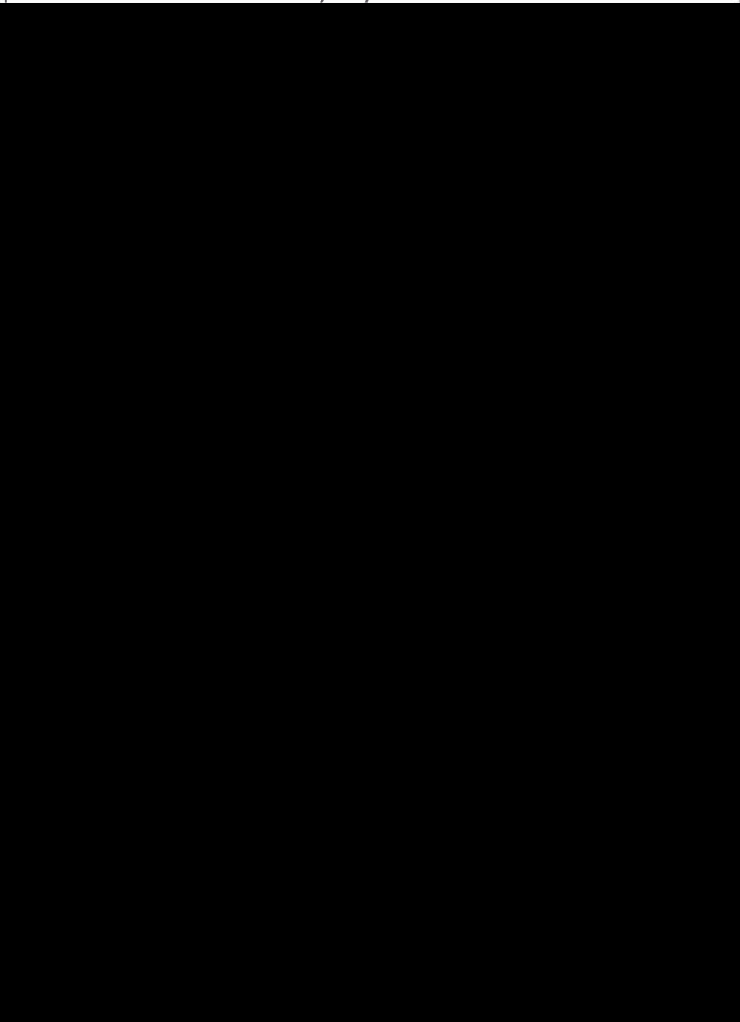
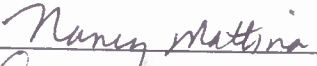
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
	Marty I. Siegel		6/10/23
	Becky Fallon		5 6/10/23
	O KATIE ELKIN		6/10/23
	Melanie Bishop		6/10/23
	SARA E WERNKE		6/10/23
	Elaine MuirTracy		6/10/23
	Jennifer Milne		6/10/23
	DAVID FALLIS		6/14/23
	Michael Nelson		6-10-23
	THERESA Shoup		6-10-23
	James Kendall		6-10-23
	Susan Zerbe		6-10-23
	Sundrop Carter		6/10/23
	Sherrice Leverton		6/10/23
	Ralph Heen		6/10/23
	Dale When-Bruno		6/10/23
	Wilma Winstanley		6/10/23
	Diana Hopkins-Breitenstein		6/10/23

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Julia Watson Frandsen	Julia Watson Frandsen		6-10-23
Gregory Stein	GREGORY STEIN		6-10-23
Mary Ellen K Kramer	Mary Ellen K Kramer		6-10-23
Henry Dahlberg	HENRY DAHLBERG		6/10/23
Sarah-Michelle Tayler	Sarah-Michelle Tayler		6/10/23
Anne-Marie Tayler	ANNE-MARIE TAYLER		6-10-23
Warren Zager	WARREN ZAGER		6-10-23
Adrienne Sharp	ADRIENNE SHARP		8-10-23
John Jupp	John Jupp		6-10-23
Tom Clancy	TOM CLANCY		6-10-23
Richard L. Geigunich	Richard L. Geigunich		6-10-23
Thomas Wren	THOMAS WREN		6/10/23
Gary Fenton	GARY FENTON		6-10-23
Maria Lynam	MARIA LYNAM		6-10-23
Linda Brady	LINDA BRADY		6-10-23
Douglas C. Nail	DOUGLAS C. NAIL		6/10/23
Maria Elena Dunn	MARIA-ELENA DUNN		6-10-23
Bonnie McMinn	Bonnie McMinn		6-10-23

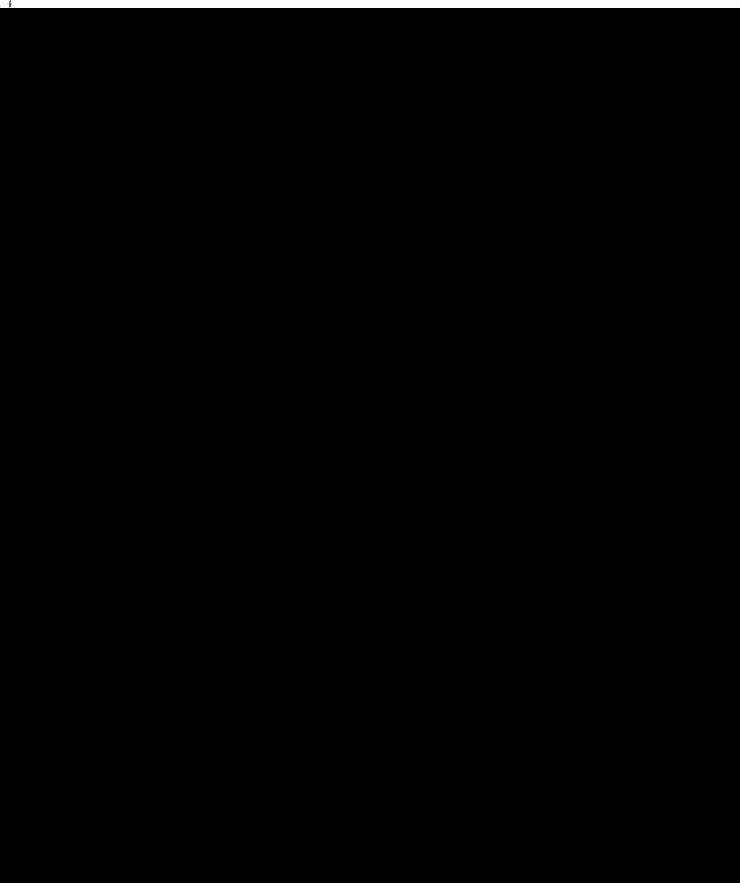
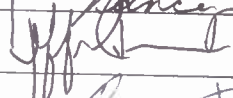
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	Larry A. Suderensen		6-11-23
	Richard D. Hector		6-11-23
	Glenn D. Miller		6-11-23
	Johanna Nash		6-11-23
	Elizabeth Gorski		6-11-23
	Nancy Mattina		6/11/23
	Anthony Mattina		6-11-23
	Peggy Charkin		6/11/23
	Heng L. Kroopnick		6/11/23
	MARCELLA COSSABOOM		6/11/23
	ROBERT COSSABOOM		6 JUNE 23
	Stephen Finucane		6/11/23
	MARY LEE C. MIRCO		6/12/23
	Marta C Gannon		6/12/23
	A. JAMES IFFLANDER		6/12/23
	Lauren P. Ifflander		6/12/23

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Jacqueline de Sa	JACQUELINE DESA		6/11/23
Nancy Scharff	Nancy Scharff		6/11/23
Cathleen Hunter	CATHLEEN HUNTER		6/11/23
Kristen Law	Kristen Law		6/11/23
Joey Burdon	JOEY BURDON		6/11/23
Debbie E Lopez	Debbie E Lopez		6/11/23
James D. R. Steven	JAMES D. R. STEVEN		6/11/23
Janet Dee Steven	Janet Dee Steven		6/11/23
Janice Suderman	Janice Suderman		6/11/23
Peggy Glenn	PEGGY GLENN		6/11/23
Damara Dunbar	Damara Dunbar		6/11/23
Art Atienza	Art Atienza		6-11-23
Ellen Ferreira	Ellen Ferreira		6/11/23
Toby Friedman	Toby Friedman		6/11/23
Barbara Nall	Barbara Nall		6/11/23

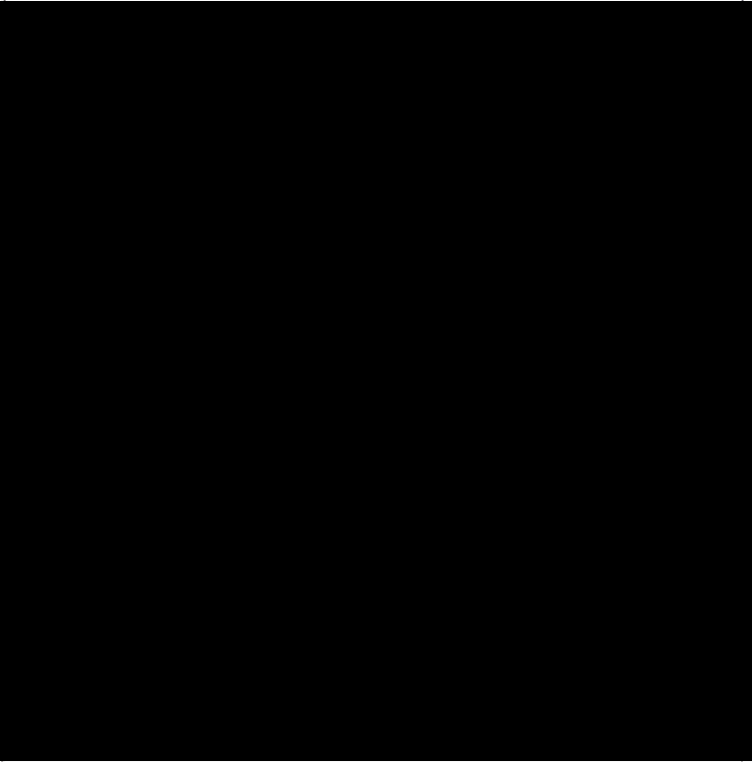
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Sue E. Manuel	Sue E. Manuel		6/10/2023
	Jon SLAUGHTERBACK		6/10/2023
	Deborah Lalor		6/10/23
	Heather M. Spencer		6/10/23
Jayne S. Day	Jayne S. Day		6/10/2023
	Eileen Kendall		6/10/23
Melody McCaughy	Melody McCaughy		6/10/23
	Alison Nash		6-10-23
	Nancy G. Burns, Esq.		6-10-23
	Jeff Daverman		6/10/23
Bev Peterson	Bev Peterson		6/10/23
Susan Kohlen	Susan Kohlen		6/10/23
Susan Gorman	Susan Gorman		6/12/23
Kathryn Watson	Kathryn Watson		6/12/23

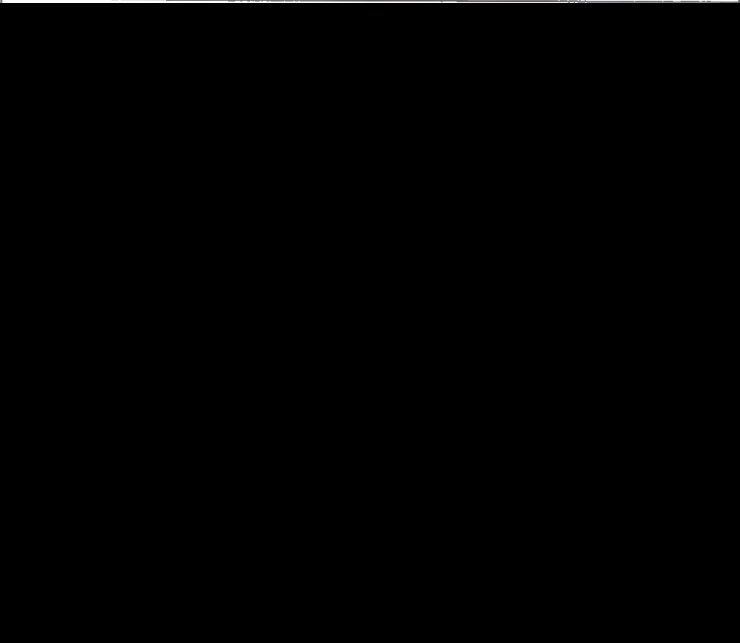
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Richard Byers	Richard Byers		06/10/2023
Jay Israel	JAY ISRAEL		JUNE 10 / 2023
Christopher DelGaudio	Christopher DelGaudio		6-10-2023
Patricia Austin	PATRICIA AUSTIN		6-10-2023
Susan M. Alcott	SUSAN M. ALCOTT		6-10-2023
Carol Jackson	CAROL JACKSON		6/10/2023
Kenneth Simeral	Kenneth Simeral		6/10/2023
Kathleen Balistreri	Kathleen Balistreri		6/10/2023
Mary Kathleen Murphy	Mary Kathleen Murphy		6/10/2023
Rosemary Badgett	Rosemary Badgett		6/10/2023
Carol Badgett	Carol Badgett		6/10/2023
Anne Watson	Anne Watson		6/10/2023
Mark Perry Breitenstein	Mark Perry Breitenstein		6/10/2023
Kelly Tolbert	Kelly Tolbert		6/10/2023

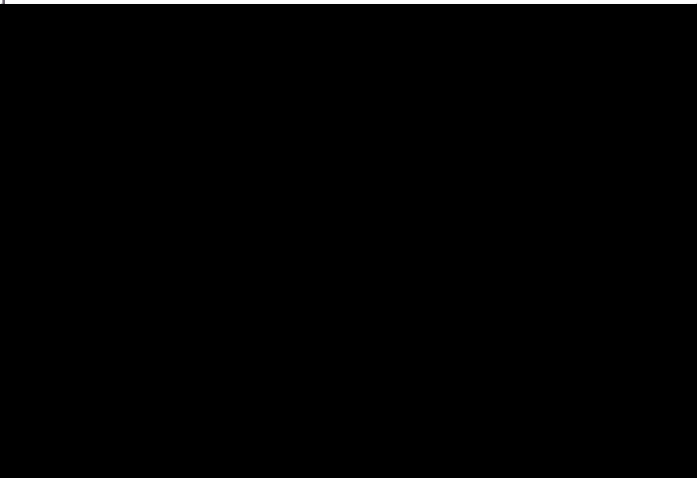
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Francis J. Kramer	FRANCIS J. KRAMER		6-10-23
Jon Steven Elkin	JON STEVEN ELKIN		6-10-23
Fred Zimmerman	Fred Zimmerman		6/10/23
Theodore W. Bouras	Theodore W. Bouras		6/10/23
Laurie Balk	LAURIE BALK		6-10-23
Warren G. Tracy	WARREN G. TRACY		6/10/23
Dana McCready	Dana McCready		6-10-23
Margaret D. Cox	MARGARET D. COX		6-10-23
Gay L. Simeral	Gay L. Simeral		6-10-23
Joanne Greenberg	Joanne Greenberg		6-10-23
Charlie DeMarco	CHARLIE DEMARCO		6-10-23
Barbara Jo Allgood	Barbara Jo Allgood		6/10/23

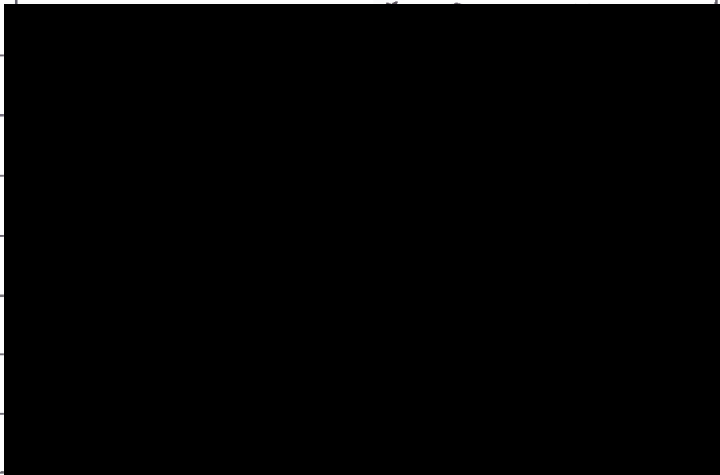
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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
Gail H. to	Gail Martin		6/11/23
Samantha Shuey	Gather		6/11/23
NACK ROBERTSON			6/11/23
Terri Teschner	Terri Teschner		6/11/23
Don Harker	Don Harker		6/11/23
Deb	Debra Pendergast		6/11/23
Susan Allen	SUSAN ALLEN		6/11/23
Rosemarie Wilson	Rosemarie Wilson		6/11/23
Carol	Carol		6/11-23
Allen E. Adams	SUSAN ELIZABETH ADAMS		6/11/23

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	GRACE G. BURFORD		6/10/23
	Laurel B Silver		6/10/23
	Clementine Giordano		6/10/23
	Elise ERRO		6/10/23
	Ann Curry		6/10/23
	Carol A Lisbona		6-11-23
	Joan Dwyer		6-11-23
	PAT DWYER		6-11-23

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Signature	Printed Name	Actual residence address, description of place of residence, or Arizona PO box or address, city or town	Date Signed
<i>Gary L. Kensing</i>	Gary L. Kensing		6/11/23
<i>Karen L. Kensing</i>	Karen L. Kensing		6/11/23
<i>Sherry Woollen</i>	Sherry Woollen		6/11/23
<i>Mary Hopkin</i>	Mary Hopkin		6/12/23
<i>Mark Hopkin</i>	Mark Hopkin		6/12/23
<i>Stevan Smith</i>	Stevan Smith		6/12/23
<i>N.J. Stewart-Smith</i>	N.J. Stewart-Smith		12 Jun 23
<i>Thomas A. Ganser</i>	THOMAS A. GANSER		6/12/23

PETITION FOR THE PRESCOTT CITY COUNCIL, PRESCOTT, ARIZONA TO ADOPT A RESOLUTION REGARDING ANY APPLICATION RELATED TO CURRENT ZONING CONDITIONS OR REZONING OR APPROVAL OF ANY MASTER PLAN, CONCEPTUAL PLAN OR SITE PLAN REGARDING THE CITY-OWNED REALTY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS OR PRESCOTT RODEO GROUNDS.

[illegible]



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: Public Works
ITEM #: 10.C
SUBJECT: Approval of Multiple Contracts Related to the Big Chino Water Ranch Well Field & Pipeline Delivery System as Follows: 1) City Contract No. 2024-044 with Black and Veatch Corporation for the Big Chino Water Ranch Pipeline Delivery System Cost Estimate Update in an Amount Not to Exceed \$141,119.00; and 2) City Contract No. 2024-045 with Civiltec Engineering Inc. for the Big Chino Water Ranch Well Field Cost Estimate Update in an Amount not to Exceed \$20,649.00. Funding is Available in the Water Fund.

ITEM SUMMARY

This item is for approval of City Contract No. 2024-044 with Black and Veatch Corporation for the Big Chino Water Ranch Pipeline Delivery System Cost Estimate Update in an amount not to exceed \$141,119.00 and City Contract No. 2024-045 with Civiltec Engineering Inc. for the Big Chino Water Ranch Well Field Cost Estimate Update in an amount not to exceed \$20,649.00.

BACKGROUND

The Big Chino Water Ranch Well Field and Pipeline Delivery System was designed to provide the infrastructure necessary to supply water from the Big Chino Water Ranch to the City of Prescott as part of the City's Assured Water Supply. The project was put on hold in 2010, and subsequently, portions of the project known as the Chino Valley Water Production Facility Improvements and the Intermediate Pump Station were taken from the original plan set and constructed as separate projects. Now that there is renewed interest in determining the cost and feasibility of construction of the remaining portions of the Big Chino Water Ranch Well Field and Pipeline Delivery System, including a re-evaluation of the pipeline alignment, it is necessary to update the cost estimates based on current materials and labor costs, code revisions, and technological advances.

In December 2004, Prescott, in partnership with Prescott Valley, purchased a portion of the JWK Ranch in the Big Chino subbasin, now referred to as the Big Chino Water Ranch (BCWR). This acquisition is intended to bolster the City's long term water supply within the regulatory context of the City's Designated Assured Water Supply through the Arizona Department of Water Resources (ADWR) and the Safe-Yield Goal of the Prescott Active Management Area.

In June of 2005, Southwest Groundwater Consultants, Inc., prepared a comprehensive study of the hydrogeology and water resources of the BCWR and Upper Big Chino Sub-basin. This study became the basis for the development of the BCWR Well Field Master Plan by Civiltec Engineering Inc. and the BCWR Pipeline Delivery System by Black and Veatch Corporation. Infrastructure plans for the well field and the pipeline were completed to a 90-percent design level and the cost estimates for the BCWR project are based on the designs completed between 2007 and 2010.

After 2010, the BCWR project was put on hold. However, two components of the project were separated for final design and construction. The Chino Valley Water Production Facility (WPF) was upgraded to include new pumps, generators, tanks, modifications to existing buildings and

construction of new buildings. The Intermediate Pump Station (IPS) was designed as a new facility including storage tanks and pump stations that provides two major objectives; supplying water to Zone 0, supporting the heart of the water system and addressing the high operating pressures in the WPF transmission mains. Construction of both projects is on-going with a completion timeframe for the WPF of mid to late 2023, and completion of the IPS in the third quarter of 2024. Although the WPF will be completed earlier than the IPS, both facilities will be brought online at the same time once both facilities are completed. The construction of these facilities affects the previously completed cost estimates which included these facilities. In addition, an evaluation of the existing pipeline alignment from the Well Field to State Route 89 will be completed to determine if there is an alternative alignment that will reduce the amount of right-of way required in order to reduce land acquisition costs.

The City has a vested interest in understanding the cost of completing the BCWR project as it evaluates its water resource alternatives to assure future supply. Currently, the BCWR is included in the City of Prescott's Decision and Order (D&O) of Assured Water Supply from ADWR. If the City wants to keep this water supply within its D&O water portfolio, the planning and budgeting and ultimate construction of this water infrastructure will need to be completed to meet ADWR requirements to show physical, continuous, and legal availability for the water supply. If the City wants to explore other options for assured water supply, the understanding of cost of BCWR is still important for comparison to other options. Finally, due to continuing drought conditions within the southwest, reduction in Colorado River allotments, and continuing growth within the City, the evaluation and understanding of the cost associated with the BCWR becomes critical for making an informed decision on securing a future water supply for the City's needs.

FINANCIAL IMPACT

Funding for this project is available in the FY24 budget from the Water Fund.

RECOMMENDED ACTION

1) MOVE to approve City Contract No. 2024-044; and 2) MOVE to approve City Contract No. 2024-045

ATTACHMENTS

1. BCWR Updated Cost Scope - Fee
2. FINAL PP23033.00-COP-Well Field



March 31, 2023

Brian T. Ruiz, P.E. CFM
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

RE: Big Chino Water Ranch – Associated Facilities Updated Estimate of Probable Costs

Dear Mr. Ruiz,

We are pleased to provide you with the attached scope and fee to update Black & Veatch's 2007 Engineer's estimate of probable construction costs for the following elements:

- Approximately 28 miles of pipeline from the Big Chino Ranch to Prescott's Chino Valley Water Production Facility.
- All-weather access road along the pipeline alignment from the Highway 89 pump station to the beginning of the pipeline at Big Chino Ranch.
- One greenfield booster pump station facility also known as the Highway 89 pump station in the 2007 Plans.
- Modifications to the existing Chino Water Production Facility to incorporate the Prescott Valley Pump Station

The services requested here-in can be completed within three months from notice to proceed for a total not to exceed fee of \$108,075. In addition we have included an allowance for assessing the Big Chino Rd. Alignment to State Route 89 as described in Task 101A as well as an Other Services Allowance. Any allowance will be completed only with authorization from the City of Prescott.

We sincerely appreciate the opportunity to provide our services to the City of Prescott. Should you have any questions regarding the enclosed, please do not hesitate to give me a call at 602-381-4431 or email me at Jacksonla@bv.com.

Very truly yours,

Black & Veatch Corporation

Lisa Jackson, PE
Vice President

Enclosure(s): Scope of Services
Compensation

**SCOPE OF WORK
FOR
THE BIG CHINO RANCH WATER DELIVERY PROJECT
Updated Opinion of Probable Construction Costs**

Background:

The Big Chino Water Ranch (BCWR) project was put on hold in 2007 at about 90% design level of completion. Since that time, the City of Prescott (City) has completed a number of updates to their system that render some of the previously designed BCWR facilities unnecessary. The City desires an updated engineer's opinion of probable construction costs for completing the following elements:

1. Approximately 28 miles of pipeline from the Big Chino Ranch to Prescott's Chino Valley Water Production Facility.
2. All-weather access road along the pipeline alignment from the Highway 89 pump station to the beginning of the pipeline at Big Chino Ranch.
3. One greenfield booster pump station facility also known as the Highway 89 pump station in the 2007 Plans.
4. Modifications to the existing Chino Water Production Facility to incorporate the Prescott Valley Pump Station.

General Scope of Work:

Black & Veatch's (Consultant's) scope of work includes the following updates to the engineer's opinion of probable construction costs based on a review and takeoffs from 392 sheets:

- Include current pricing for materials, labor and equipment
- Excluding work already completed for Intermediate Pump Station and modification to Chino Valley Water Production Facility
- Design changes due to:
 - Technological improvements since original 90% design was completed
 - Code revisions and new requirements since the original 90% design was completed
 - Upgrades to bring the original 90% design to current standards for structures such as valves, meters, manholes and vaults
- Other changes to the original 90% design that the Consultant discovers during the study that would impact the design and cost estimate for the project.

The June 2007 Bid Package 1 90% pipeline and road stabilization plans will be the basis for updating the cost estimate for the transmission main and the road stabilization. The October 2007 Permit Review Bid Package 2 plans will be the basis for the Highway 89 Pump Station. For the Chino Water Production Facility, the Consultant will utilize the Prescott Valley pump hydraulic design basis from the October 2007 Permit Review bid package 2 plans and technical specifications, but will base the pump station infrastructure, i.e. building footprint, structure

type, HVAC, bridge crane, etc. on construction similar to the May 28, 2020, Volume 1 of 3 for the Prescott Pump Station.

Scope of work tasks are as follows:

Task 100 - Project Kick-Off Meeting and Data Review. A data request list will be provided to the City of prior to the project kick-off meeting. Following the project kick-off meeting, the project team will review data provided and catalog relevant information for internal project team use.

Consultant will confirm the flow and operational requirements for the Prescott Valley Pump Station to be located at the Chino Water Production Facility to verify the capacity range is similar to the 2007 design capacity.

Task 101 – Pipeline Alignment Change Identification. The Consultant will perform a desk top alignment observation and will drive along the proposed pipeline alignment, where accessible, between the Big Chino Water Ranch (BCRW) and the Chino Water Production Facility Reservoir connection to confirm conditions have not substantially changed which may require a substantial change in the pipeline alignment and costs.

Consultant will contact the Railroad to request crossing requirements and determine if railroad crossing requirements have substantially changed.

Consultant will contact Arizona Department of Transportation (ADOT) to determine availability of right-of-way and right-of-way requirements for the pipeline between the Highway 89 Pump Station and the Chino Water Production Facility along Highway 89.

This scope is based on the assumption that ADOT will allow much of the pipeline between the Highway 89 Pump Station and the Chino Water Projection Facility to be constructed within Highway 89 right-of-way and the Town of Chino Valley alignment will not change substantially from what is shown in the June 2007 Bid Package 1 90% plans.

Task 101A – (allowance to Task 101) Big Chino Rd. Alignment to State Route 89. Previously the pipeline alignment deviated south from Big Chino Rd. at N. Feather Mountain Rd. In this allowance task Consultant will evaluate the pipeline continuing southeast along Big Chino Rd. to State Route 89. The evaluation will be based both quantitative and qualitative factors (similar to 2006 technical memorandum) The quantitative costs for the Big Chino Road Route from N. Feather Mountain Rd to State Route 89 will be to AACEI Level 4 for accuracy. A 4 hour in-person alignment optimization workshop will be conducted with the City stakeholders to assess qualitative scoring for the two alignments. A brief technical memorandum will be provided to document the alignment assessment qualitative and quantitative results. Any Task 101 A allowance will be completed after authorization from the City of Prescott. Consultant has estimated and allocated hours and costs for this allowance task. If the completion of Task 101A allowance requires additional services then the City may authorize use of Other Allowance Any Task 101A allowance will be completed after authorization from the City of Prescott.

Should any major pipeline alignment change be required, Consultant will utilize additional allowance as authorized by the City, to update the engineer's opinion of probable construction costs.

Task 102 -Code Change Identification. Consultant will identify and document code related design changes.

Task 103 – Identify Technology Related Changes. Consultant will identify design requirements to accommodate changes in technology that may not have been available at the time but may be advantageous to the City. Example would include increased number of manways to allow remote operated pipeline inspection technologies to assess the pipeline conditions. Consultant will list these under a separate line item for City review.

Tasks 101, 102 and 103 Deliverable: Consultant will provide a brief letter memorandum documenting potential Pipeline Alignment Changes, applicable Code changes and Technology related changes.

Task 104 - Update Engineer's Estimate of Probable Construction Costs- The costs for the pipelines, pump stations, and ancillary facilities will be updated from the August 2007 cost estimate. The opinion of probable construction costs estimate will be to AACEI Class 3 level of accuracy (low range = -10% to -20% ; high range = +10% to +30%. AACEI Class 3 Estimates are prepared to support project funding requests.

This task includes coordination with APS to determine costs for distribution system upgrades necessary to provide or upgrade utility power to the Highway 89 Pump Station and the Chino Water Production Facility Prescott Valley Pump Station. It is assumed that APS will determine the costs of APS distribution system upgrades (if needed) based on information coordinated through Consultant.

Task 104 Deliverable: Consultant will provide a basis of estimate and updated Engineer's Estimate of Probable Construction Costs document.

Task 105 - Project Administration and Coordination - Consultant will provide administration and management of project including up to 2 additional virtual meetings, phone and e-mail and coordination with the City of Prescott, internal meetings and other team coordination for deliverables, budget, schedule, and quality assurance and quality control. Consultant will review ongoing activities, monitor schedule and budget. Consultant will review progress with COP on a regular basis. Consultant will bill the City once every four weeks for services rendered.

Other Allowances – An additional allowance is included for other as needed services. Any additional as needed services to be allocated to other allowance will be completed on authorization from the City of Prescott.

Exclusions

Consultant services exclude:

1. BCWR Well field and any groundwater treatment facility costs.

2. Updates to the surge analysis and mitigation.
3. Updates to the Archeological Reports.
4. Updates to the Biological Reports for the pipeline alignment and Highway 89 Pump Station
5. Updates to the permitting plan such as Clean Water Act, Section 404 requirements, waters of the US determinations.
6. Additional utility or permit coordination.
7. Town of Chino Valley or other agency coordination.
8. Hydraulic modeling of the proposed or existing systems.
9. At this time, there are no site visits included for coordination with APS described within the SCOPE (Task 0104). It is assumed Consultant can coordinate virtually with APS

Assumptions:

1. The new Prescott Valley pump station at Chino WPF would be electrically designed similar to the Prescott pump station in the 2020 Chino Water Production Facility Plans; pump horsepower, quantity, voltage and motor control is the same. Power supply to the Prescott Valley pump station will also be derived from APS in the same manner with two APS feeders, two utility owned transformers, two service entrance sections, split bus distribution (M-T-M) and one standby generator and one future generator. Voltage level for the Prescott Valley pumps will match that of Prescott's.
2. The Highway 89 pump station is unchanged from the 2007 design.
3. There are no electrical design requirements for the pipeline.
4. The 2007 design had MDS radio communications from Highway 89 to Glassford Hill, from Chino WPF to Glassford Hill and from Intermediate PS to Glassford Hill. This facilitated communication between Highway 89, Chino WPF and Intermediate PS. The 2020 design included Ethernet radio between Chino WPF and Intermediate PS and Microwave radio from Chino WPF to unknown location, assumed Glassford Hill. Assumption would be that Highway 89 would require microwave radio to Glassford Hill.
5. Existing radio from Glassford Hill to Prescott Valley Tank Farm. Assumption will require PLC at Glassford Hill and existing communication to Chino WPF. This facilitates communication from Prescott Valley PS to Prescott Valley Tank Farm.
6. Video surveillance provided at Highway 89 and Chino Valley WPF, networked back to Sundog Ranch as shown in original design.

Level of Effort Estimate

Owner: Prescott AZ

Project: BCWR Cost Update

																		TOTAL Fee
		Project Manager	Admin	Accounting	Sr Estimator	Project Controls	Estimator	Lead Civil Eng	Civil Engineer	HVAC Engineer	Plumbing Engineer	Sr. Electrical Engineer	Electrical Engineer	Sr I&C Engineer	I&C Engineer	SUBTOTAL, Hours	Travel/ Fuel	
		\$271.64	\$112.00	\$112.00	\$260.81	\$121.94	\$205.27	\$169.90	\$155.25	\$186.86	\$186.86	\$251.06	\$169.90	\$251.06	\$169.90			
Project Kick-off meeting and Data Review	0100	3	-	-	-	-	-	8	-	4	4	-	-	-	4	23	\$ -	\$ 4,349
Pipeline Alignment Change Identification	0101	-	-	-	-	-	-	16	-	-	-	-	-	-	-	16	\$ 250	\$ 2,968
Code Change Identification	0102	-	-	-	-	-	-	8	-	8	8	4	16	-	-	44	\$ -	\$ 8,072
Identify Technology Related Changes	0103	-	-	-	-	-	-	2	-	-	-	2	4	4	8	20	\$ -	\$ 3,885
Update Engineers Estimate of Probable Construction Costs	0104	16	-	-	136	-	80	24	24	20	12	8	16	16	24	376	\$ -	\$ 82,843
Project Administration & Coordination	0105	8	4	4	4	4	-	8	-	-	-	-	-	-	-	32	\$ -	\$ 5,959
Allowances:		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Task 101A – (allowance to Task 101) Big Chino Rd. Alignment to SR8	101A	24	8	-	30	-	-	24	24	-	-	-	-	-	-	110	\$ -	\$ 23,043
Other Allowance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ 10,000
Total, Hours		51	12	4	170	4	80	90	48	32	24	14	36	20	36	621		
Total, Fee																	\$ 250	\$ 141,119



April 11, 2023

Brian Ruiz, P.E., C.F.M.
City of Prescott
433 North Virginia Street
Prescott, Arizona 86301

Sent via Email: Brian.Ruiz@prescott-az.gov

ATTN: Brian Ruiz, P.E., C.F.M. | Water Resources and Environmental Services Manager

**RE: Proposal for: City of Prescott Well Field
Civiltec Proposal No. PP23033.00**

Dear Mr. Ruiz,

Civiltec engineering, inc. (Civiltec) appreciates the opportunity to provide professional engineering services to the City of Prescott (Client) for the above referenced project. We understand this project is for the City's Well Field located in the Big Chino Wash area of Paulden Arizona. The project will involve reviewing the prior well field reports and cost estimates from 2005 and January 2010 prepared by Southwest Groundwater and Civiltec Engineering, and preparing a current Engineer's Estimate of Probable Construction Cost (EOPC) for the project. Updates to the previous design report are not a part of this evaluation.

SCOPE OF SERVICES

Based on our project understanding and professional experience, we have identified the following scope of services.

Phase 1. EOPC Update

Civiltec will review the 2005 and updated 2010 original report and project cost estimate in order to update the construction costs for the project to current 2023 standards and costs.

Task 1 – Data Collection

Civiltec will obtain the previous design report and EOPC from 2010 that had an approximate total cost of \$18.8 Million for the well field water collection lines and the storage reservoir. The review will include the general construction elements identified in the report. Items requiring updating to the City's 2016 General Engineering Standards and the City's Supplement to the MAG Specifications and Details will be identified and included in the Task 2 updated EOPC.

Task 2 – Prepare EOPC

Based on the results of the Civiltec review of the original reports and support documents, Civiltec will update the 2010 EOPC included as Attachment B with this proposal. The updated EOPC will mimic the general format of the 2010 estimate for comparison, using our professional estimates of 2023 construction costs and requirements. The EOPC will include the identified items requiring updating



to the City's 2016 General Engineering Standards and the City's Supplement to the MAG Specifications and Details from Task 1.

The City will provide Civiltec with recent public bid tabulations to be used for reference.

Task 3 – Summary Memo

Civiltec will prepare a brief memorandum summarizing the items updated in the EOPC and any special considerations included in the development of the 2023 construction costs.

Task 4 – Contract Allowance

Civiltec has included a contract allowance in the amount of \$10,000 for unforeseen and/or additional professional services or tasks requested and approved by the City.

SCHEDULE

Civiltec is available to commence this project immediately. Based on the scope of work described previously, we require approximately 4 weeks to complete this project plus any required City of Prescott review times.

FEE DISTRIBUTION SCHEDULE

Professional fees for the above-described services will be billed on a fixed fee basis as summarized below. A breakdown of our hours and fees is included as Attachment A.

Fee Estimate for Professional Services.....	\$10,649.00
Contract Allowance	<u>\$10,000.00</u>
Total Contract Amount:.....	\$20,649.00

Any work not authorized within 3 months of the date of this proposal will be subject to renegotiations based on current rates. All fees associated with review and application filings shall be the responsibility of the Client. Additional services may be authorized by the Client through a change order or contract addendum. Civiltec will bill monthly for all work performed and expenses incurred on behalf of the project.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact the undersigned directly with any comments or questions.

Sincerely,

Civiltec engineering, inc.

A handwritten signature in blue ink, appearing to read 'R. Aldridge', is written over a faint blue rectangular stamp.

Richard E. Aldridge, PE, MBA (raldridge@civiltec.com)
Principal Engineer / Branch Manager

Attachment(s): A – Breakdown of Hours and Fees, dated 4-11-2023
B – 2010 EOPC

Attachment A

Breakdown of Hours and Fees

ATTACHMENT A - BREAKDOWN OF HOURS AND FEES

Project Name: City of Prescott Well Field

Client: City of Prescott

Proposal Number: PP23033.00

Time and Fee Estimate

Date: 4-11-2023



Scope of Work	HOURS				TOTAL COST
	PIC	SrPM	SrD	Admin	
	\$ 215.00	\$ 197.00	\$ 164.00	\$ 84.00	
Phase 1 - EOPC Update	5	34	16	3	\$ 20,649.00
Task 1 - Data Collection	1	2	8	1	\$ 2,005.00
Task 2 - Prepare EOPC	2	24	8	1	\$ 6,554.00
Task 3 - Summary Memorandum	2	8		1	\$ 2,090.00
Task 4 - Contract Allowance					\$ 10,000.00
HOURS	5	34	16	3	58
BUDGET					\$ 20,649.00

PIC = Principal Engineer (PE)

PM = Project Manager

PE = Project Engineer (PE)

SE = Staff Engineer (EIT)

CAD = CAD Operator

Admin = Administrative Asst./Clerical

2PS = Two Person Survey Crew

ST = Survey Technician

PrEE = Principal Electrical Engr. (PE)

SrE = Senior Engineer (PE)

SrD = Senior Designer

D = Designer

JrE = Jr. Engineer (Intern)

CO = Construction Observer

1PS = One Person Survey Crew

SrPM = Sr. Project Manager

SrPE = Sr. Project Engineer (PE)

SrSE = Sr. Staff Engineer (EIT)

D/CAD = Designer/CAD Operator

PT = Planning Technician

SM = Survey Manager (RLS)

SLS = Staff Land Surveyor (RLS)

Attachment B

2010 EOPC

2010 DRAFT EOPC

Table 9 - Summary of Engineer's Estimate of Probable Preliminary Cost for the BCWR Wellfield Project to Meet Buildout Demands*

Item	Quantity	Unit	Units Costs, \$			Total Cost, \$
			Material and Equipment Purchase	Construction Labor and Equipment, Overhead, Profit and Taxes	Total Unit Cost	
I. Engineering and Surveying	10%					\$ 1,358,369
II. Construction						
A. Mobilization	1	LS				\$ 500,000
B. Well and Pumping Units						
1. Well	11	Each			\$ 600,000.00	\$ 6,600,000
2. Pump and Motor (1,500 gpm at Approx 470 Feet TDH with 250 Hp, 1,800 RPM Motor)	11	Each	\$ 90,000.00	\$ 15,000.00	\$ 105,000.00	\$ 1,155,000
3. Wellhead Including Piping, Valving and Appurtenances	11	Each			\$ 45,000.00	\$ 495,000
4. Civil Site Improvements	11	Each			\$ 15,000.00	\$ 165,000
5. On-Site Electric Power and Instrumentation Contrc	11	Each			\$ 85,000.00	\$ 935,000
6. Generator and Transfer Switch	3	Each	\$ 50,800.00	\$ 10,000.00	\$ 60,800.00	\$ 182,400
Subtotal						\$ 9,532,400
C. Transmission System						
1. 12 Inch Diameter DIP, Class 250	4,604	Feet	\$ 25.00	\$ 75.00	\$ 100.00	\$ 460,400
2. 16 Inch Diameter DIP, Class 250	869	Feet	\$ 28.00	\$ 86.00	\$ 114.00	\$ 99,066
3. 20 Inch Diameter DIP, Class 250	1,000	Feet	\$ 38.00	\$ 92.00	\$ 130.00	\$ 130,000
4. 30 Inch Diameter DIP, Class 150	2,000	Feet	\$ 66.00	\$ 129.00	\$ 195.00	\$ 390,000
5. 36 Inch Diameter DIP, Class 150	1,683	Feet	\$ 90.00	\$ 144.00	\$ 234.00	\$ 393,822
6. Appurtenances	1	LS			\$ 100,000.00	\$ 100,000
Subtotal						\$ 1,573,288
D. Reservoir Storage						
1. One MG Steel Tank (Includes Overflow, Level Indicator, Manholes, Fittings and Painting)	2	Each			\$ 600,000.00	\$ 1,200,000
2. Interior Cathodic Protection	2	Each			\$ 15,000.00	\$ 30,000
3. Vault, Valving and Connections	2	Each			\$ 25,000.00	\$ 50,000
4. Foundation	2	Each			\$ 50,000.00	\$ 100,000
5. Civil Site Work	2	Each			\$ 25,000.00	\$ 50,000
6. Electric Power	2	Each			\$ 5,000.00	\$ 10,000
Subtotal						\$ 1,440,000
E. Chlorination System						
1. On-Site Sodium Hypochlorite Generation System (225 Pounds per Day)**	1	Each	\$ 216,000.00	\$ 10,000.00	\$ 226,000.00	\$ 226,000
2. Building (1,620 SF at \$165/SF)	1	Each				\$ 267,000
3. Reservoir Management System	2	Each	\$ 17,000.00	\$ 3,000.00	\$ 20,000.00	\$ 40,000
4. Electric Power	1	Each			\$ 5,000.00	\$ 5,000
Subtotal						\$ 538,000
Construction Subtotal (A Through E)						\$ 13,583,688
F. Construction Contingency	20%					\$ 2,716,738
G. Construction Total						\$ 16,300,426
III. Construction Services						
A. Construction Engineering	0.5%					\$ 67,918
B. Construction Mangement	2.0%					\$ 271,674
C. Inspection (Limited)	1.0%					\$ 135,837
D. Construction Surveying	1.0%					\$ 135,837
E. Geotechnical Testing	0.5%					\$ 67,918
Subtotal	5.0%					\$ 679,184
IV. Total Project						\$ 18,337,979

* Excludes construction cost of electric power transmission improvements from the APS substation to the BCWR wellfield estimated by Black & Veatch

** Includes Electrolytic Cells, Power Rectifier, PLC Controls, Metering Pump and Water Chiller



TO: MAYOR AND CITY COUNCIL
AGENDA: July 11 Voting Meeting
DATE: July 11, 2023
DEPT: Police
ITEM #: 10.D
SUBJECT: Approval of City Contract No. 2024-035 with the Yavapai Humane Society for Animal Sheltering Services for a Three Year Period.

ITEM SUMMARY

The Police Department, on behalf of the City, is requesting the approval and renewal of the attached agreement of contract #2024-035 between the City of Prescott and the Yavapai Humane Society for animal sheltering services in regard to impounding and securing of animals (dogs and cats) caught at large and the impounding of animals due to but not limited to lost pets, bite calls, vicious animals, evidence and other such police and public related issues by the City of Prescott.

BACKGROUND

On June 30, 2011 the City of Prescott entered into it's first contract with The Yavapai Humane Society (YHS) to use the facility to impound and shelter animals. The City has since renewed this service contract with the Yavapai Humane Society four additional times, most recently on July 1, 2020 and expiring on June 30, 2023. The Yavapai Humane Society has agreed to offer a new three (3) year contract beginning July 1, 2023. The contract will be a 12% increase from the last year of the previous contract for the amount of \$70,254.00 for F/Y 24. There will be an additional increase of 2% to 6% for the next two fiscal years based on CPI-U as outlined in the financial impact section and due to the increase of impounds taken in by the Yavapai Humane Society from the Prescott Police Department. Over the past three years the City has impounded over 1000 animals (dogs and cats) totally over 2,625 days of sheltering. At this time the Yavapai Humane Society is the only sheltering agency in the immediate area that can accommodate our needs for these types of services. In an ongoing effort to provide the citizens of Prescott with the best available customer service, a continued partnership with the Yavapai Humane Society is essential.

FINANCIAL IMPACT

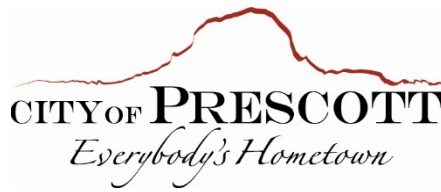
The impact to the general fund will be a 12% increase from the current/ expiring contract. Increase of rate for services from fiscal year 2023 at \$62,727 to \$70,254 for fiscal year 2024. Thereafter an increase of a minimum of 2% and a maximum cap of 6% for fiscal year 2025 and 2026 based on reviewing the CPI-U for the Phoenix- Mesa- Scottsdale, AZ published in February of each year by the Bureau of Labor Statistics. Due to ongoing contract negotiations an increase to the budget was not anticipated for this fiscal year.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-035

ATTACHMENTS

1. YHS Contract-Service-2023-2026 - 2 Copy
2. COP ACO Agreement 070123 - 063026 (V06.21.2023)



City Contract No. 2024-035

Service Provider Agreement

Yavapai Humane Society Animal Shelter Service Agreement

WHEREAS, the City of Prescott (hereinafter referred to as “City”) is in need of certain professional services; and,

WHEREAS, the City can directly procure professional services pursuant to local law (City Procurement Code); and,

WHEREAS, Yavapai Humane Society (hereinafter referred to as “Service Provider”), has expertise in animal shelter services.

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

1. That Service Provider shall provide the services to the City in relation to animal shelter services as indicated in Exhibit "A" (Request for Statements of Qualifications and Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the City of Prescott Chief of Police
2. In addition to those services identified in Paragraph 1 above, the Service Provider shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Service Provider shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Service Provider’s project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be July 1, 2023, to June 30, 2026.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Service Provider shall be paid for authorized services satisfactorily performed to the date of the Service Provider’s receipt of such termination notice.

7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit “A” thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Service Provider to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.
9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Chief Amy Bonney
City of Prescott
222 South Marina Street
Prescott, AZ 86301

Yavapai Humane Society
1525 Sundog Ranch Road
Prescott, AZ 86301

10. It is expressly agreed and understood by and between the parties that the Service Provider is an independent Contractor, and, as such, Service Provider shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Contractor, Service Provider further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Contractor, Service Provider further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker’s compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Service Provider unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Service Provider an amount not to exceed \$70,254.00 for FY2024. For FY 2025, an increase to the base FY24 fee will be calculated by taking the FY24 value and reviewing CPI-U for the Phoenix-Mesa-Scottsdale, AZ, published in February 2024, by the Bureau of Labor Statistics – with an annual adjustment of a minimum of a 2% increase and setting a maximum cap at 6%. For FY 2026 (calculated by taking the FY25 value and reviewing CPI-U for the Phoenix-Mesa-Scottsdale, AZ, published in February 2025, by the Bureau of Labor Statistics – the annual adjustment will be a minimum of a 2% increase and setting a maximum of a 6% increase (payable in equal monthly installments for each fiscal year, defined as July 1 through June 30. Installment payments pursuant to this Agreement

Professional Services Agreement

shall be made on or before the 20th day of each month, without invoicing during the term of this Agreement or renewals thereof. Payment will be based on the total amount of actual costs to provide shelter services to the animals impounded by YHS on behalf of the City.

(B) The foregoing sum includes payment for any and all services to be rendered Service Provider or sub-contractors, which the Service Provider may employ for this Contract. It is expressly agreed by and between the parties that the Service Provider is solely responsible for any and all payment to such any other Service Provider or sub-contractors retained by the Service Provider.

(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Service Provider of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Service Provider shall charge and City shall pay Service Provider in accordance with Exhibit "A".

(D) Prior to the final payment to the Service Provider, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Service Provider and shall apply to those monies to the appropriate accounts. Service Provider shall provide the City any information necessary to determine the total amount(s) due.

(E) The Service Provider shall bill the City monthly for the fee due the Service Provider, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. The City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All work products of the Service Provider for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Service Provider further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Service Provider further agrees that

this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

18. This Agreement represents the entire and integrated Agreement between the City and the Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Service Provider. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
20. The Service Provider hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Service Provider's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Service Provider further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Service Provider has or may have against the City, its agents or employees, arising out of or in any way connected with the Service Provider's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Prescott Police Chief. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

(B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the Prescott Police Chief shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Prescott Police Chief and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Payment for any change ordered by the Prescott Police Chief which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Prescott Police Chief, which shall be written so as to indicate acceptance on the part of the Service Provider as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Service Provider to proceed with the items in question to be reimbursed pursuant to the unit prices in the Service Provider fee proposal.

(F) If the Service Provider claims that any instructions involve extra cost under this Contract, it shall give the Prescott Police Chief written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Service Provider shall do such extra work therefor upon receipt of an accepted Contract Amendment or other written order of the Prescott Police Chief and in the absence of such Contract Amendment or other written order of the Prescott Police Chief, the Service Provider shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Prescott Police Chief to proceed with the work. All Contract Amendments must be approved by the Prescott Police Chief. Contract Amendments over \$25,000.00 must be approved by City Council.

23. (A) The Service Provider shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form (if applicable)

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

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

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

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

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

Combined Single Limit (CSL)	\$ 1,000,000
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(B) City and Service Provider waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

Professional Services Agreement

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

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

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

(F) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

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

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

25. Contractor Immigration Warranty

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

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

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

The City retains the legal right to inspect the papers of any Service Provider or Sub-contractors employee who works on this Contract to ensure that the Service Provider or Sub-contractor is complying with the Professional Immigration Warranty. Service Provider agrees to assist the City in regard to any such inspections.

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

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

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

26. Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.
27. Service Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
28. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.
29. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
30. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
31. **FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA**
In compliance with A.R.S. § 35-394, to the extent applicable, Service Provider warrants that it does not use, and agrees not to use during the term of the Agreement any of the following:
 - Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; or

- Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Dated this _____ day of _____, 2023.

City of Prescott, a municipal corporation

Yavapai Humane Society

Philip R. Goode , Mayor

Rick McClish
Title:

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Exhibit "A"

WHEREAS, the COP is authorized, pursuant to A.R.S. § 11-1013(A), to provide or authorize a COP pound or pounds or enter into a cooperative agreement with a COP, a veterinarian or an Arizona incorporated humane society for the establishment and operation of a COP pound; and

WHEREAS, the COP has determined that it is in its best interest to enter into an agreement with an authorized entity for the maintenance and operation of animal shelter facilities to house dogs and cats impounded by the COP; and

WHEREAS, YHS, an Arizona incorporated humane society, currently maintains and operates an animal shelter facility, which performs lost and found services (hereinafter the "Facility" or the "Lost and Found Center"); and

WHEREAS, the YHS has sufficient capacity in the Facility to house dogs and cats impounded by employees or agents for the COP and proposes that the COP enter into this agreement with YHS for housing of dogs and cats so impounded.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Operation of the Facility. YHS shall establish and operate a Facility in accordance with the terms and conditions specified herein including, but not limited to, those set forth in Attachment A to this Agreement.

2. Staffing. YHS shall employ or otherwise provide sufficient qualified personnel as it deems, in its discretion, are required to fully perform all services pursuant to this Agreement.

3. Effective Term; Renewal. The term of this Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2026. Unless otherwise expressly provided herein, or otherwise agreed by the Parties in writing, the rights and obligations of both Parties pursuant to this Agreement shall terminate as of the expiration of the defined term.

4. Payment by the City. Amounts payable by the City to YHS for all services specified herein for the term of this Agreement shall be \$70,254.00 FY2024; FY 2025 (calculated by taking the FY24 value and reviewing CPI-U for the Phoenix-Mesa-Scottsdale, AZ published in February 2024 by the Bureau of Labor Statistics – the annual adjustment will be a minimum of a 2% increase and a maximum of a 6% increase; FY 2026 (calculated by taking the FY25 value and reviewing CPI-U for the Phoenix-Mesa-Scottsdale, AZ published in February 2025 by the Bureau of Labor Statistics – the annual adjustment will be a minimum of a 2% increase and a maximum of a 6% increase (payable in equal monthly installments for each fiscal year, defined as July 1 through June 30. Installment payments pursuant to this Agreement shall be made on or before the 20th day of each month. without invoicing during the term of this Agreement or renewals thereof. Payment will be based on the total amount of actual costs to provide shelter services to the animals impounded by YHS on behalf of the City.

Duties of the Parties Pursuant to the Animal Shelter Service Agreement

Duties of YHS:

1. To maintain and operate a Facility with sufficient capacity and resources to meet the COP requirements.
2. To receive and care for unwanted dogs and cats and stray dogs brought to the Facility by the COP's Animal Control Officers or stray dogs brought to the Facility by COP residents. To receive and care for impounded dogs and cats involved in bite cases and when necessary to humanely euthanize animals not claimed or adopted or pursuant to Section 5, below.
3. To provide appropriate care and housing (as defined by A. R. S. § 11- 1021) for all stray dogs for a period of seventy- two (72) hours or one hundred twenty (120) hours for a dog wearing a license (as defined by A. R. S. § 11- 1013) unless claimed or surrendered by its owners. YHS may provide care and housing beyond the statutory time periods but shall not count the costs of such additional care and housing as attributable to the COP when calculating the proportion of animal days which are attributable to the activities under this Agreement.
4. To provide isolated confinement and quarantine (per A. R. S. § 11- 1014) for dogs and cats that have bitten a human being. Quarantined dogs and cats shall remain in their original impound kennel and not be moved during the quarantine period. Quarantined dogs shall not share a kennel and will be housed in a full- sized kennel.
5. To determine the most humane disposition for any animal not reclaimed by its owner and for the final disposition of all animals. EXCEPTION: Animals determined by the COP to be an extreme danger or threat to the public will be euthanized by YHS at the end of the statutorily specified hold period, provided said animals have been surrendered to the COP by their owners for euthanasia, or there has been a finding that the animal is vicious by the COP. This determination will be based on documented aggressive behavior towards humans. The original impound card will be signed and documented with the date and time of euthanasia as well as the administering employee's signature. Subject to the indemnity obligations of YHS as set forth in Section 9 of this Agreement, the COP agrees to indemnify and hold YHS harmless from claims against YHS alleging wrongful destruction of an animal euthanized pursuant to COP direction made by the owner of that animal or by such other person with legal standing to bring suit based upon a claim of wrongful destruction of that animal to include costs and attorney's fees incurred by YHS in the defense of any such claim.
6. To permit authorized representatives of the COP to appear with or without notice to inspect Facility premises for the purpose of confirming YHS' s compliance with the terms and conditions of the Animal Shelter Service Agreement.
7. To collect all fees imposed by this Agreement as set forth below (7a thru 7f) or as state statute requires. YHS will also remit fees collected to the COP on a monthly basis, except those specified below to be retained by YHS. YHS will not modify any of the following fees without the written consent of the COP.

FEE SCHEDULE:

Service	Fee	Disbursement Instructions
a. Impound	\$50	To be retained by YHS
b. Daily Board	\$25	To be retained by YHS
c. Recovery Fee	\$75	A.R.S. 11-1014, A.R.S. 11-2022, to be retained by YHS
d. Altered Dog License	\$8	\$6 to be remitted to COP and \$2 to be retained by YHS
e. Unaltered Dog License	\$35	\$33 to be remitted to COP and \$2 to be retained by YHS

****Recovery fee cannot be charged for dogs that are license or altered at the time of impound. When a recovery fee is collected the animal owner will be given a voucher equal to the\$ 75.00 for the purpose of spaying or neutering that animal.**

8. To separately handle feral cats, A.R.S 11-1013 (C) provides:

Each stray dog or any cat impounded and not eligible for sterilization program shall be kept and maintained at the COP pound for a minimum of seventy-two hours or one hundred twenty hours for an animal that is impounded with a microchip or wearing a license or any other discernible form of owner identification, unless claimed or surrendered by its owner. Any person may purchase a dog or cat on expiration of the impoundment period, if the person pays all pound fees established by the COP City Council and complies with the licensing and vaccinating provisions of this article. If the dog or cat is to be used for medical research, a license or vaccination is not required. Any impounded cat that is eligible for a sterilization program and that will be returned to the vicinity where the cat was originally captured may be exempted from the mandatory holding period required by this subsection. For the purposes of this subsection, " eligible" means a cat that is living outdoors, lacks discernible. identification, is of sound health and possesses its claws.

The law leaves it to the discretion of the Animal Control Officer (ACO) to hold or not. Feral cats that are impounded will be spayed or neutered by YHS and returned to the impound location by the ACO. YHS will bill the COP per cat using the schedule below.

The following costs are separate from and in lieu of the primary costs calculated in this agreement.

Service	Fee
----------------	------------

Professional Services Agreement

a. Neuter	\$125
b. Spay	\$150
c. Rabies Vaccination	\$22
d. FRCP	\$10
e. FEL.FIV Test	\$50
f. Overnight Board if Applicable	\$25/night
g. Actual Medical Costs as they occur	TBA

9. To keep and maintain records of all animals housed at the shelter pursuant to the Animal Shelter Agreement and to provide activity reports to the COP on a monthly basis that include the following information regarding said animals:

- a. Animal ID number
- b. Responsible Jurisdiction
- c. Intake Date
- d. Intake Type and Sub-Type
- e. Emancipation Date
- f. Outcome Date
- g. Outcome Type and Sub-Type
- h. Found Address
- i. Last name of ACO who impounded the animal
- j. Jurisdiction Department Report Number
- k. Species of animal
- l. Date of impound
- m. Number of emancipation days

Additionally, to provide activity reports to the COP on a monthly basis that includes the following information effective July 1, 2023:

- i. Kennel Occupancy- Number of kennels occupied per day
- j. Any fees imposed by this agreement that are waived along with an explanation for the waiver.
- k. Financial reports as requested by COP.

10. Accounting and Auditing. That the YHS keep accurate and complete records of its costs and expenditures in accordance with generally recognized accounting principles and practices. The COP (including its audit representatives) shall have the right an any reasonable time to examine, audit, and reproduce all records pertaining to such costs and expenditures, including (but not limited to) payrolls, employees' time sheets, invoices, and all other such evidence of costs and expenditures for the services provided hereunder. Such records shall be kept by the YHS and made available for 1 year after the termination of this Agreement.

DUTIES OF THE CITY:

- 1.To patrol the COP and to enforce all applicable state and COP statutes and ordinances.
2. To deliver all stray dogs impounded by COP Animal Control Officers to the Facility.
3. To provide emergency care for animals impounded by COP Animal Control Officers outside the Facility's normal hours of operation (8:00 a.m. to 5:00 p.m., Monday through Friday) and legal holidays.
4. To release to YHS for final disposition any stray dog or cat not reclaimed by its owner within the established stray hold time.

ANIMAL SHELTER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into the 1st day of July 2023 by and between CITY OF PRESCOTT, a municipal corporation of the State of Arizona (hereinafter "COP") and the YAVAPAI HUMANE SOCIETY, an Arizona non-profit corporation (hereinafter "YHS").

RECITALS

WHEREAS, the COP is authorized, pursuant to A.R.S. § 11-1013(A), to provide or authorize a COP pound or pounds or enter into a cooperative agreement with a COP, a veterinarian or an Arizona incorporated humane society for the establishment and operation of a COP pound; and

WHEREAS, the COP has determined that it is in its best interest to enter into an agreement with an authorized entity for the maintenance and operation of animal shelter facilities to house dogs and cats impounded by the COP; and

WHEREAS, YHS, an Arizona incorporated humane society, currently maintains and operates an animal shelter facility, which performs lost and found services (hereinafter the "Facility" or the "Lost and Found Center"); and

WHEREAS, the YHS has sufficient capacity in the Facility to house dogs and cats impounded by employees or agents for the COP and proposes that the COP enter into this agreement with YHS for housing of dogs and cats so impounded.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Operation of the Facility.** YHS shall establish and operate a Facility in accordance with the terms and conditions specified herein including, but not limited to, those set forth in Attachment A to this Agreement.
2. **Staffing.** YHS shall employ or otherwise provide sufficient qualified personnel as it deems, in its discretion, are required to fully perform all services pursuant to this Agreement.
3. **Effective Term; Renewal.** The term of this Agreement shall commence on July 1, 2023 and shall terminate on June 30, 2026. Unless otherwise expressly provided herein, or otherwise agreed by the Parties in writing, the rights and obligations of both Parties pursuant to this Agreement shall terminate as of the expiration of the defined term.
4. **Payment by COP.** For fiscal year (FY) 23/24, the amount payable by the COP to YHS for all services specified herein for the term of this Agreement shall be \$70,254. For FY 24/25, the amount payable by the COP to YHS shall be determined through the following methodology: $[\$70,254 \times (1 + \text{Annual CPI rate published in March 2024})]$; For FY 25/26, the amount payable by the COP to YHS shall be determined through the following methodology: [FY 24/25 Payment

Amount x (1 + Annual CPI rate published in March 2025)]. The annual CPI rate for FY 24/25 and FY 25/26 will be obtained from the US Bureau of Labor Statistics (BLS) for the Metro Phoenix, AZ area (https://www.bls.gov/regions/west/news-release/consumerpriceindex_phoenix.htm) and the annual CPI rate will be capped at 6%. The payments from the COP to YHS will be payable in equal monthly installments for each fiscal year, defined as July 1 through June 30. Installment payments pursuant to this Agreement shall be made on or before the 20th day of each month without invoicing during the term of this Agreement or renewals thereof.

5. **Termination.** This Agreement may be terminated prior to its date of expiration as specified herein:

- a. **Termination of Convenience.** This Agreement may be terminated at any time by either Party upon one hundred eighty (180) days written notice to the other Party. Upon such termination, YHS shall be paid for services through the effective date of termination.
- b. **Termination for Cause.** Unless otherwise specified herein, in the event of a breach of any term or condition of this Agreement, by either Party, the Party claiming that a breach has occurred shall provide written notice to the breaching Party, said notice to set forth the factual basis for the determination that a breach has occurred. If the breach is not wholly or substantially remedied within twenty (20) days of receipt of notice of breach, the Agreement shall terminate without further notice by the Party claiming breach. Upon such termination, YHS shall be paid for services through the effective date of termination subject to any offsets to which the Party claiming breach may be entitled as a result of acts or omissions giving rise to the claims of breach.
- c. **Termination for Health or Safety of Impounded Animals.** If, at any time during the initial term of this Agreement or renewals thereof, the COP determines, upon good cause shown, that the health or safety of animals for which the COP is financially responsible pursuant to this Agreement are in imminent jeopardy, the COP may remove the subject animals without prior notice. Upon any such removal, the COP may, at its sole option, terminate this Agreement without further notice. Upon such termination, YHS shall be paid for services through the effective date of termination subject to any offsets for those acts or omissions by YHS upon which termination pursuant to this section are based or other acts or omissions which may constitute breach.

6. **Independent Contractor.** In performance of the duties set forth herein, it is mutually understood and agreed that YHS and its employees, contractors, subcontractors or agents are at all times acting as independent providers of services provided pursuant to this Agreement. It is further understood and agreed that the COP shall not exercise control or direction over the methods by which YHS provides said services excepting that YHS does, by this Agreement, agree

to perform said duties in strict accordance with legal, professional and ethical standards governing the provisions of said services.

7. **Assignments Prohibited.** YHS shall not assign this Agreement or any portion thereof, to any other Party without the express written consent of the COP. The execution of any agreement which purports to assign this Agreement or any portion thereof shall immediately void this Agreement. Notwithstanding this provision, YHS may enter into agreements with qualified providers of services for which YHS is responsible pursuant to this Agreement as long as such agreements do not purport to excuse YHS from its obligations to the COP as set forth herein.
8. **Insurance.** YHS shall not commence work under this Agreement until YHS has obtained all insurance required under this paragraph and such insurance has been approved by the COP. YHS shall supply the COP with a certificate of insurance for each insurance policy. For each insurance policy that names the COP as an "additional insured," YHS shall supply the COP with the corresponding policy endorsements. If any insurance policies are on a "claims made" basis, YHS shall maintain those policies for at least three years after the completion of this Agreement or procure at least three years of tail coverage to protect against claims made after the expiration of the insurance policies related to the performance of this Agreement. All insurance policies under this paragraph shall be primary, and not excess to any insurance carried by the COP. YHS shall notify the COP within five business days of any cancellation, non-renewal or material change that affects required insurance coverage.
 - a. YHS shall secure and maintain, during the life of the Agreement, Workers' Compensation Insurance for all of YHS's employees employed to perform services pursuant to this Agreement; and, in case any work is sublet, YHS shall require each subcontractor similarly to provide Workers' Compensation Insurance for subcontractors' employees unless such employees are covered by YHS's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected by the Workers' Compensation statute, YHS shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected.
 - b. YHS shall secure and maintain, during the life of the Agreement, Public Liability insurance for injuries, including accidental death. The policy shall be subject to limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. COP shall be named as an "additional insured".
 - c. YHS shall secure and maintain, during the life of the Agreement, Motor Vehicle Public Liability and Property Damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Agreement in an amount of not less than \$1,000,000 for one person, and \$1,000,000 for more than one person, and property damage in the sum of \$1,000,000 resulting from any single accident which may arise

from the operations of YHS in performing the work provided herein. COP shall be named as an "additional insured".

9. **Indemnification.** Notwithstanding the insurance provisions as set forth in Section 8 of this Agreement, YHS further agrees to defend, indemnify and hold harmless the COP, its agents, officers, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to, attorney fees, court costs and the cost of appellate proceeding), related to, arising out of, or alleged to have resulted from, the management or operation of the Facility pursuant to this Agreement. The COP similarly indemnifies and holds harmless YHS, its agents, officers, officials, Board Members, and employees for any claims brought against their Animal Control Officers or others working on their behalf regarding the manner in which any animals are identified, secured or transported to YHS for purposes of providing services under this Agreement.
10. **Conflicts of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511 pertaining to conflicts of interest, the provision of which are incorporated herein.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. No modifications to the terms and conditions of the Agreement shall be binding upon the parties unless evidenced by a supplemental or substitute agreement in writing signed by the parties.
12. **Compliance with Law.** Both parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 414401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the Agreement, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor, subcontractor or employee of either who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws. Both parties shall further ensure that each contractor who performs any work for either party under this Agreement likewise complies with the State and Federal Immigration Laws.
13. **Prohibition of Boycott of Israel.** Both parties certify that they are not currently engaged in and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in action by the other party up to and including termination of this Agreement.
14. **Severability.** If any provision(s) of this Agreement is/are invalid, illegal, or unenforceable for any reason, all other Agreement provisions shall nevertheless remain in full force and effect. If any

provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.

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

Yavapai Humane Society

Executive Director
1625 Sundog Ranch Road
Prescott, AZ 86301

COP

Prescott Police Department
Attn: Chief of Police
222 South Marina Street
Prescott, AZ 86303

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of the date first above written.

COP: THE CITY OF PRESCOTT

By _____
Mayor, City of Prescott Date

ATTEST:

Clerk, City of Prescott Date

APPROVED AS TO FORM:

City Attorney Date

YHS: Yavapai Humane Society

By _____
Executive Director Date

ATTACHMENT A

Duties of the Parties Pursuant to the Animal Shelter Service Agreement

Duties of YHS:

1. To maintain and operate a Facility with sufficient capacity and resources to meet the COP requirements.
2. To receive and care for unwanted dogs and cats and stray dogs brought to the Facility by the COP's Animal Control Officers or stray dogs brought to the Facility by COP residents. To receive and care for impounded dogs and cats involved in bite cases and when necessary to humanely euthanize animals not claimed or adopted or pursuant to Section 5, below.
3. To provide appropriate care and housing (as defined by A.R.S. § 11-1021) for all stray dogs for a period of seventy-two (72) hours or one hundred twenty (120) hours for a dog wearing a license (as defined by A.R.S. § 11-1013) unless claimed or surrendered by its owners. YHS may provide care and housing beyond the statutory time periods but shall not count the costs of such additional care and housing as attributable to the COP when calculating the proportion of animal days which are attributable to the activities under this Agreement.
4. To provide isolated confinement and quarantine (per A.R.S. § 11-1014) for dogs and cats that have bitten a human being. Quarantined dogs and cats shall remain in their original impound kennel and not be moved during the quarantine period. Quarantined dogs shall not share a kennel and will be housed in a full-sized kennel.
5. To determine the most humane disposition for any animal not reclaimed by its owner and for the final disposition of all animals. EXCEPTION: Animals determined by the COP to be an extreme danger or threat to the public will be euthanized by YHS at the end of the statutorily specified hold period, provided said animals have been surrendered to the COP by their owners for euthanasia, or there has been a finding that the animal is vicious by the COP. This determination will be based on documented aggressive behavior towards humans. The original impound card will be signed and documented with the date and time of euthanasia as well as the administering employee's signature. Subject to the indemnity obligations of YHS as set forth in Section 9 of this Agreement, the COP agrees to indemnify and hold YHS harmless from claims against YHS alleging wrongful destruction of an animal euthanized pursuant to COP direction made by the owner of that animal or by such other person with legal standing to bring suit based upon a claim of wrongful destruction of that animal to include costs and attorney's fees incurred by YHS in the defense of any such claim.

6. To permit authorized representatives of the COP to appear with or without notice to inspect Facility premises for the purpose of confirming YHS's compliance with the terms and conditions of the Animal Shelter Service Agreement.
7. To collect all fees imposed by this Agreement as set forth below (7a thru 7f) or as state statute requires. YHS will also remit fees collected to the COP on a monthly basis, except those specified below to be retained by YHS. YHS will not modify any of the following fees without the written consent of the COP.

FEE SCHEDULE:

Service	Fee	Disbursement Instructions
a. Impound	\$50	To be retained by YHS
b. Daily Board	\$25	To be retained by YHS
c. Recovery Fee	\$75	**A.R.S. § 11-1014, A.R.S. § 11-1022, to be retained by YHS
d. Altered Dog License	\$6	\$4 to be remitted to COP and \$2 to be retained by YHS
e. Unaltered Dog License	\$30	\$28 to be remitted to COP and \$2 to be retained by YHS
f. Owner Surrender	\$50	To be retained by YHS

Recovery fee cannot be charged for dogs that are licensed or altered at the time of impound. When a recovery fee is collected the animal owner will be given a voucher equal to the \$75.00 for the purpose of spaying or neutering that animal.

8. To separately handle feral cats. A.R.S. § 11-1013(C) provides:

Each stray dog or any cat impounded and not eligible for sterilization program shall be kept and maintained at the COP pound for a minimum of seventy-two hours or one hundred twenty hours for an animal that is impounded with a microchip or wearing a license or any other discernible form of owner identification, unless claimed or surrendered by its owner. Any person may purchase a dog or cat on expiration of the impoundment period, if the person pays all pound fees established by the COP City Council and complies with the licensing and vaccinating provisions of this article. If the dog or cat is to be used for medical research, a license or vaccination is not required. Any impounded cat that is eligible for a sterilization program and that will be returned to the vicinity where the cat was originally captured may be exempted from the mandatory holding period required by this subsection. For the purposes of this subsection, "eligible" means a cat that is living outdoors, lacks discernible identification, is of sound health and possesses its claws.

The law leaves it to the discretion of the Animal Control Officer (ACO) to hold or not. Feral cats that are impounded will be spayed or neutered by YHS and returned to the impound location by

the ACO. YHS will bill the COP per cat using the schedule below. The following costs are separate from and in lieu of the primary costs calculated in Section 4 of this Agreement.

Service	Fee
a. Neuter	\$125
b. Spay	\$150
c. Rabies Vaccination	\$22
d. FRCP	\$10
e. FEL/FIV Test	\$50
f. Overnight Board if Applicable	\$25/Night
g. Actual Medical Costs as They Occur	TBD

9. To keep and maintain records of all animals housed at the shelter pursuant to the Animal Shelter Agreement and to provide activity reports to the COP on a monthly basis that include the following information regarding said animals:
 - a. YHS Animal ID Number
 - b. Responsible Jurisdiction
 - c. Intake Date
 - d. Intake Type and Sub-Type
 - e. Emancipation Date
 - f. Outcome Date
 - g. Outcome Type and Sub-Type
 - h. Found Address
 - i. Last Name of Animal Control Officer (ACO) who Impounded Animal
 - j. ACO Animal Record Number
 - k. Species of Animal
 - l. Date Animal Impounded by ACO
 - m. Number of Emancipation Days
 - n. Any fees imposed by this Agreement that are waived along with an explanation for the waiver.

Duties of the COP:

1. To patrol the COP and to enforce all applicable state and COP statutes and ordinances.
2. To deliver all stray dogs impounded by COP Animal Control Officers to the Facility.
3. To provide emergency care for animals impounded by COP Animal Control Officers outside the Facility's normal hours of operation (8:00 a.m. to 5:00 p.m., Monday through Friday) and Federal holidays.
4. To release to YHS for final disposition any stray dog or cat not reclaimed by its owner within the established stray hold time.