

AGENDA

**PRESCOTT CITY COUNCIL
STUDY SESSION
Tuesday, October 15, 2013
3:00 PM**

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

The following Agenda will be considered by the Prescott City Council at its **Study Session** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INVOCATION** Chaplain from Veterans of Foreign Wars
- ◆ **PLEDGE OF ALLEGIANCE** Councilman Arnold
- ◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Kuykendall

Councilman Arnold

Councilman Blair

Councilman Carlow

Councilman Kuknyo

Councilman Lamerson

Councilman Scamardo

- ◆ **ANNOUNCEMENTS**
- I. **DISCUSSION ITEMS**

- A. Approval to purchase one (1) ea. 2013 Peterbilt refuse chassis from Rush Truck Center using Houston-Galveston Area Council contract pricing, and one (1) ea. Mantis automated front load collection vehicle body from Dadee Manufacturing using the City of Tucson contract No.120401, in the total amount of \$250,199.42
- B. Approval to purchase pavement deicing agent from Envirotech Services, Inc., in an amount not to exceed \$50,000.00
- C. Approval to purchase one (1) ea. replacement vehicle lift from Mac Tools in the amount of \$13,572.88
- D. Approval of City Contract No. 2014-049 with Central Basin Roofing, Inc.,

for repairs to the Airport Terminal Modular Building roof in the amount of \$10,964.00

- E. Approval of annual ESRI GIS Software Support and Maintenance in an amount not to exceed \$16,700.00
- F. Approval of a replat of Lots 2, 4, and 6 of Block 10 of the original Dameron Park Addition subdivision plat (RP13-001; Owner: Donald Grier)
- G. Approval of an amendment to the Comprehensive Sign Plan for the Depot Marketplace, for an additional monument sign (CC13-003; Owner: Depot Marketplace Investors LLC and Marshall & Ilsley Bank)
- H. Award of bid and contract for the Yavapai Hills Localized Drainage Improvements Project to ABC Asphalt, LLC, in the amount of \$189,344.50
- I. Adoption of Ordinance No. 4871-1409, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING AMENDMENT TO THE ADULT CENTER OF PRESCOTT LEASE AGREEMENT FOR THE ROWLE P. SIMMONS COMMUNITY CENTER, City Contract No. 2010-124 A1, to permit acquisition of an on-premises club liquor license
- J. Adoption of Ordinance No. 4870-1408, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED SOUTH OF THE GRANITE DELLS PARKWAY AND STATE ROUTE 89A INTERCHANGE, FROM BUSINESS GENERAL (BG) ZONING DISTRICT TO SINGLE-FAMILY 6 (SF-6) ZONING DISTRICT; and approving the associated Preliminary Plat to create 208 residential lots and two commercial lots (RZ13-002 and PP13-001; Owner: Michael Fann);

II. ADJOURNMENT

EXECUTIVE SESSION

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (ii) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));

- (iii) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (iv) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. §38-431.03(A)(4));
- (v) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (vi) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6));
- (vii) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

Confidentiality

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

CERTIFICATION OF POSTING OF NOTICE

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

Lynn Mulhall, City Clerk

MEETING DATE/TYPES: STUDY SESSION
VOTING SESSION

DEPARTMENT: Field and Facilities Services

RECOMMENDED AGENDA CATEGORY: Regular: Yes Consent: No

AGENDA ITEM: Approval to purchase one (1) ea. 2013 Peterbilt refuse chassis from Rush Truck Center using Houston-Galveston Area Council contract pricing, and one (1) ea. Mantis automated front load collection vehicle body from DaDee Manufacturing using City of Tucson Contract No.120401 pricing, in the combined total amount of \$250,199.42

Approved By:

Date:

Director:	Miller, Stephanie	10/02/2013
	Zelms, Alison	
City Clerk:	Mulhall, Lynn	
City Manager:	McConnell, Craig	

Item Summary

The Solid Waste Division is requesting authorization to purchase one new automated front load (AFL) collection vehicle. The vehicle will be built from a 2013 Peterbilt Refuse Chassis (\$141,384.99 including tax and delivery) and a DaDee Manufacturing Mantis body system (\$108,814.43 including tax) for a combined total amount of \$250,199.42.

Background

The Solid Waste Division utilizes AFL collection vehicles to service approximately 1,000 commercial containers citywide. These vehicles require regular maintenance to ensure reliability and maximum useful lives. As the vehicles age, key components suffer failures requiring repair or replacement. Repairs and replacements escalate each year that a vehicle is in service.

The Solid Waste Division is requesting to replace Vehicle No. 1093, a 2004 AFL collection vehicle with 144,968 miles and 14,403 hours on the body and chassis. This vehicle has far exceeded its useful life expectancy of seven years. In FY13, the cost to maintain this vehicle was \$31,540.05. In contrast, when Vehicle No. 1093 was purchased in FY05, the maintenance cost was \$8,626.79.

The Solid Waste Division removed Vehicle No. 1093 from primary route service in 2009

Agenda Item: Approval to purchase one (1) ea. 2013 Peterbilt refuse chassis from Rush Truck Center using Houston-Galveston Area Council contract pricing, and one (1) ea. Mantis automated front load collection vehicle body from DaDee Manufacturing using City of Tucson Contract No.120401 pricing, in the combined total amount of \$250,199.42

due to increasing maintenance costs. The motor was replaced with a motor from an auctioned vehicle in 2010, and 1093 was reinstated on a commercial recycling route. The total maintenance cost for this vehicle over the last nine years is \$217,489.35.

Financial Impact

The cost of the replacement vehicle of \$250,199.42 is being funded from the Solid Waste operating fund.

The vehicle purchase will be arranged via City of Tucson Contract No. 120401 with Arizona Refuse Sales, LLC. Tucson conducted a competitive bid process for which Arizona Refuse Sales was the successful bidder.

Attachments

1. AFL Mantis Body
2. Peterbilt Chassis Quote HGACBuy

Recommended Action: MOVE to approve the purchase of one (1) ea. 2013 Peterbilt refuse chassis from Rush Truck Center using Houston-Galveston Area Council contract, and one (1) ea. Mantis automated front load collection vehicle body from DaDee Manufacturing using the City of Tucson contract No.120401, in the total amount of \$250,199.42.

ARIZONA REFUSE SALES,LLC.

1930 W Broadway Road
Phoenix, AZ 85041

PHONE: 602-276-4390

FAX: 602-276-5470

E-MAIL:

Check One

ORIGINAL

Quote **IN-HOUSE**



Invoice #: 00024359

Date: 9/20/2013

Ship Via:

Page: 1

Bill To:

City of Prescott
Central Garage
432 North Virginia Street
Prescott, Az 86301

Ship To:

City of Prescott
432 N. Virginia St.
Prescott, Az 86301

Description	Amount	Tx
(1) NEW 40 YD MANTIS AFL Standard Body mounted on Customer Supplied Chassis Tag to City of Tucson TFP12-0401 INCLUDED BODY OPTIONSS: FEX2 20 lb Fire Extinguisher and Bracket TH01 Broom, Shovel or Rake Tool Holder LTK1 Three Light Flashing Kit tied to Brakes 3EYE-7-3 3rd Eye 3-Camera system NON-DVR 7" Monitor INCLUDED WARRANTY per Tucson Contract 2-Year Body and Arm parts, material, and labor 5-Year Hydraulic Cylinders	\$94,275.00	X

ADDITIONAL Options

LEV1 Hydraulic Oil Level Sensor	\$350.00	X
DEC2 Custom City Decal Both Sides of Body	\$1,000.00	X
DISC1 Hydraulic Fluid Quick Disconnect Kit	\$650.00	X
AWPT Adverse Weather Pre-treatment	\$1,750.00	X
PT03 SPECIAL Powder Coat Color Match	\$1,500.00	X
ZONE1 Zonar Tracking and Diagnostics Hardware	\$950.00	X
DELIVERY dependent upon receipt of chassis.		

SIGNATURE _____

PRINT NAME _____

A Finance Charge of 1-1/2% per month, 18% annual rate, will be charged on all past invoices.

Your Order	Shipping & Handling:	\$0.00
Shipping Date:	Sales Tax:	\$8,339.43
Terms: Net 30	Total Amount:	\$108,814.43
	Amount Applied:	\$0.00
	Balance Due:	\$108,814.43

Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly or any other adjustments made to unit subsequent to our repair by customer or other party. The and exclusive remedy of buyer for warranties of **ARIZONA REFUSE SALES,LLC.** (hereafter called The Seller) shall be repair or replacement of defective parts of credit of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for down time repair machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible items left on the Seller's premises past 30 days from invoice date.

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED

PRESCOTT, CITY OF

September 24, 2013

PETERBILT COMPUTATIONS:**PETERBILT 320 COMPUTATIONS**

OPTIONS CALCULATIONS:

COMPLETE CHASSIS LIST PRICE:	\$	177,395.00
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CHASSIS LIST:	\$	153,595.00
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CHASSIS OPTIONS NET:	\$	23,800.00
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NET		
\$	23,800.00	0.865
\$		20,587.00

PETERBILT
VMXXR036-1
UNIT TYPE 2

CHASSIS FINAL BILL
FOR VIN 3BPZL50X0DF189250
OF FLEET 189249 THRU 189250

PAGE 001
AS OF 04/30/12

DEALER CODE - A269
NAME AND ADDRESS
RUSH TRK CTRS

CUSTOMER NO - CGZ9
STOCK F-L 320

DATES
REQ DELV 05/01/12
DELIVERY 04/30/12
PRIC EFF 04/30/12

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION
COMMODITY HAULED 0091180 REFUSE, SCRAP
INTENDED SERVICE 0093035 REFUSE/ON-HWY

BODY
BODY TYPE 0095350 RESIDENTIAL FRONT LOADER
BODY LENGTH 144.00 IN BODY HEIGHT 96.00 IN
MAX LADEN WEIGHT 2000.00 LBS

TRAILER
TRAILER TYPE
TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS
LENGTH 40.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT

CHASSIS
FRONT AXLE LOAD 20000.00 LBS REAR AXLE LOAD 46000.00 LBS GCW 65000.00 LBS
WHEELBASE 210.00 IN FAX/BOC .10 IN CAB/AXLE 210.00 IN
CAB/EOF 267.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 100
% CLASS B 000
% CLASS C 000
% CLASS D 000

PETERBILT
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CHASSIS FINAL BILL
FOR VIN 3BPZL50XODF189250
UNIT TYPE 2 OF FLEET 189249 THRU 189250

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AS OF 04/30/12

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
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BASE MODEL				
0003201	MODEL 320 LCF	P	153,595	15,670
N0100	*GVW LIMITED TO 65,000 LBS PER CUMMINS			
FRAME AND EQUIPMENT				
0514160	10-3/4" STEEL RAILS 306-342"	P	189	249
	3/8" RAIL THICKNESS			
0601500	FULL STEEL INNER LINER	P	664	340
	USE W/10-1/2, 10-3/4, 10-5/8" RAILS			
0620160	FEPTO PROV 4-7/8" BUMPER EXTENSION	P	678	44
0620500	FRAME COMPONENTS BOLTED IPO HUCK FASTEN	P	125	0
0644090	EOF SQUARE WITHOUT XMBR	P	0	0
	USE WITH BODY BUILDER INSTALLED XMBR			
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0	0
0713130	(2) SOLID MOUNT CABLE HOOKS	P	171	0
FRONT AXLE AND EQUIPMENT				
1011360	DANA SPICER D2000F 20,000 LB	P	0	0
	3.5" DROP			
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LB	P	0	0
1243020	POWER STEERING SHEPPARD SD110 DUAL	P	701	40
1354790	PHP10 IRON LMS HUBS	P	0	0
1380230	5" DROP IPO 3.5"	P	0	4
1380280	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7	P	3,003-	0
	20,000-22,000 LB STR, FRT DRIVE, MT17			
REAR AXLE AND EQUIPMENT				
1523340	DANA SPICER D46-170 46,000 LB	P	0	0
1616220	PHP10 ALUMINUM LMS HUBS	P	0	0
1632650	LONG STROKE PARKING BRAKES	P	0	0
	DRIVE AXLE(S)			
1680030	VEEDER ROOT HUBODOMETER, MILES	P	64	0
1680280	BENDIX SMART ATC TRACTION CONTROL	P	235	2
1680440	REFUSE SERVICE BRAKES, ALL AXLES	P	0	0
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	67	9
1680500	SBM VALVE	P	0	0
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	427	35
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687020	BENDIX AIR CAM REAR DRUM BRKS 16.5X8.6	P	3,171-	0
1705570	RATIO 5.57 REAR AXLE	P	0	0
1824240	HENDRICKSON HMX460 46,000 LBS	P	742	15-
	54IN AS, HAULMAAX, 60K CREEP RATING			
ENGINE AND ENGINE EQUIPMENT				
2058602	ISL9 380/2100 1300@1400	P	1,331	0
	(2010 EMISSIONS)			
N2030	P029 NO....IDLE SHUTDOWN ENABLE			
N2038	P001 65....MAX SPEED IN TOP GEAR			

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPZL50X0DF189250
UNIT TYPE 2 OF FLEET 189249 THRU 189250

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CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
N2040	P059 65....MAXIMUM CRUISE SPEED			
N2044	P030 5.....IDLE SHUTDOWN TIMER			
2140200	CARB ENGINE IDLING COMPLIANCE	P	0	0
N2100	* THE USE OF THE 6 SPEED ALLISON WORLD			
N2101	TRANSMISSION REQUIRES THAT THE MAX			
N2102	VEHICLE SPEED BE LIMITED TO 65 MPH			
N2103	FOR THIS ORDER. THIS WILL ENSURE			
N2104	THAT THE DRIVELINE SPEED DOES NOT			
N2105	EXCEED 3000 RPM UNDER NORMAL DRIVING			
N2106	CONDITIONS *			
2513760	PACCAR 130 AMP ALTERNATOR, BRUSHLESS	P	0	0
	VOLTAGE REGULATOR			
2521090	IMMERSSION TYPE PRE-HEATER 110-120V	P	75	2
2522050	PACCAR STARTER 12V	P	0	0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE	P	0	0
	BATTERIES, 2100 CCA			
2539090	BIG SWITCH BATTERY DISCONNECT	P	626	4
	MOUNTED ON BATTERY BOX			
2621000	2-SPEED FAN CLUTCH FOR FREQUENT	P	0	0
	START/STOPS			
2723210	18.7 CFM AIR COMPRESSOR	P	0	0
2922040	PACCAR FUEL FILTER, UNHEATED	P	0	0
3010400	ENGINE PROTECTION SHUTDOWN	P	10	0
	W/DASH LABEL (LABEL N/A PX ENGINES)			
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3120320	BUGSCREEN--REMOVABLE TYPE RAD MTD	P	94	0
	(FOR USE W/AIR-TO-AIR ENGINES) W/ADTL			
3120450	WING NUT STYLE MTD GRILLE	P	0	0
3221150	16" FVG AIR CLEANER HORIZONTAL MOUNTED	P	0	0
	(FVG16-0619) DUAL ELEMENT/DUAL STAGE			
3365080	EXHAUST VERTICAL LH	P	0	0
	DPF/SCR TRANSVERSE MTD			
3387870	24" HT, 5" DIA STANDPIPE(S)	P	0	0
	CHROME WITH CLEAR COAT			
	TRANSMISSION AND CLUTCH			
4052090	ALLISON 4500 RDS-P TRANSMISSION	P	14,322	520
	RUGGED DUTY SERIES			
4210190	1810 HD DRIVELINE, 1 MIDSHIP BEARING	P	1,072	60
	4.5" X .180 WALL TUBING			
4250160	ALLISON WORLD TRANS PRIMARY SHIFT	U	0	0
	SCHEDULE 1			
4250960	TC-521 TORQUE CONVERTER	U	0	0
	ALLISON TRANS			
4256740	ALLISON 6-SPEED CONFIGURATION	P	0	0
	4500 TRANSMISSIONS ONLY			
4256870	ALLISON OUTPUT FUNCTION "S" - NEUTRAL	P	0	0
	INDICATOR FOR PTO (PACKAGE #115)			
4256940	ALLISON LOAD BASED SHIFT SCHEDULE	P	0	0
	(LBSS)			

AIR AND TRAILER EQUIPMENT

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPZL50XODF189250
UNIT TYPE 2 OF FLEET 189249 THRU 189250

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CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
4510760	BENDIX AD-IS EP AIR DRYER W/HTR "EXTENDED PURGE"	P	483	35
4520420	BERG PULL CORDS - ALL AIR TANKS	P	8	0
4540420	NYLON CHASSIS HOSE	P	0	0
4540920	AIR SYSTEM DIAGRAM SHIPPED LOOSE	P	0	0
4543320	STEEL PAINTED AIR TANKS	P	0	0
4611930	BODY CONNECTIONS 5FT BOC	P	187	4
TIRES AND WHEELS				
5058970	FF: MN 20 PLY 315/80R22.5 XZUS2 PART: MN315/80R225LXZUS2 FET: 122	P	413	0
5169190	RR: MN 16PLY 11R22.5 XDS-2 PART: MN11R225HXDS2 FET: 232	P	2,532	116
5190008	CODE-REAR TIRE QTY 08.			
5221720	FF: ALCOA 893630 PLT 22.5X9.00 ALM WHL PILOT MT	P	190	97-
5315090	RR: ACCUR 50291 PLT 22.5X8.25 STL WHL HEAVY DUTY	P	656	44
5390008	CODE-REAR RIM QTY 08.			
FUEL TANKS				
5532130	23" ALUM 80 GAL FUEL TANK RH BOC	P	108	13
5603080	LOCATION RH BEHIND CAB 080 GAL.			
5650490	FUEL COOLER	P	0	0
5651390	TOP OF FUEL TANK 5" BELOW TOP OF FRAME	P	72	0
5652850	PERFORATED METAL ANTI-SIPHON DEVICE(S) N/A WITH SPLIT TANKS	P	43	0
5652890	DEF TANK MOUNTED LH BOC	P	0	0
5655069	DEF TANK 320	P	0	0
BATTERY BOX AND BUMPER				
6021500	STEEL SPACE SAVER BATT BOX LH BOC	P	0	0
6030150	RUBBER BATTERY PAD IN BOTTOM (1) BATTERY BOX	P	20	2
6030360	MOUNT SPACE SAVER BATT BOX W/TOP OF BOX 8" BELOW TOP OF FRAME	P	99	0
6121700	STEEL BUMPER CHANNEL PAINTED	P	0	0
CAB AND EQUIPMENT				
6501000	53" LCF CAB LH DRIVE	P	0	0
6800500	4.5 INCH RUBBER FLARES ON CAB AND WHEEL WELL FENDERS	P	0	0
6911720	PETERBILT DRIVER SEAT	P	0	0
6921720	PETERBILT PASSENGER SEAT	P	0	0
6939400	AIR RIDE DRIVER	P	221	15
6939440	LOW BACK DRIVER	P	0	0
6939470	VINYL DRIVER	P	0	0
6939510	NON-AIR RIDE PASSENGER	P	0	0
6939540	LOW BACK PASSENGER	P	0	0
6939570	VINYL PASSENGER	P	0	0
7000000	GREY INTERIOR COLOR	P	0	0

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UNIT TYPE 2 OF FLEET 189249 THRU 189250

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CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
7040190	DOOR PADS PADDED VINYL W/CARPET INSERTS	P	0	7
7220130	FIXED REAR WINDOW BOC STD TINT 18.5" X 54"	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	1,270	4
7560100	SSTL MIRRORS EACH SIDE HTD & MTRZD (N/A W/6501020)	P	767	2
7560850	(2) CONVEX 8" SS MIRROR CENTER MTD UNDER MIRROR BRKT	P	62	2
7610020	(1) AIR HORN 15" PAINTED MOUNTED LH UNDER CAB	P	0	0
7725380	CONCERTCLASS AUDIO SYSTEM W/ CD	P	410	2
7748080	CB WIRING MOUNTED UNDER HEADER MODEL 320 ONLY	P	3	2
7851330	CAB TILT PUMP AIR ASSIST	P	125	0
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0	0
7851590	FRONT CAB GUARD / LADDER N/A W/DIAMOND PLATE ROOF COVER	P	212	15
7851870	RAIN GUTTERS OVER BOTH DOORS	P	69	9
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P	20	13
7900970	BACKUP ALARM WIRING TO EOF	P	0	0
8011120	OIL TEMP GAUGE TRANS MAIN ALLISON VOCATIONAL SERIES ONLY	P	0	0
8011220	AXLE TEMP GAUGES TANDEM DRIVE	P	218	2
8021380	AIR RESTRICTION INDICATOR-FILTERMINDER MTD ON AIR CLEANER OR INTAKE PIPING	P	0	0
8071520	(2) ADDITIONAL ROCKER SWITCHES	P	26	0
8110800	HEADLIGHTS DUAL RECT HALOGEN	P	0	0
8120550	LIGHT GUARDS (5) ON MARKER LIGHTS	P	15	2
8120570	(5) LED CLEARANCE W/(2) LED MARKER LIGHTS	P	0	0
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES	P	76	0
8140850	MOVEABLE EOF XMBR FOR MTG TAILLIGHTS W/ OR W/O EOF XMBR & SQUARE EOF	P	127	20
PAINT				
8500690	PAINT COLOR SELECTION WITHIN PAINT DECK	P	200-	0
8530770	(1) COLOR DUPONT TWO STAGE PAINT CAB/HOOD	P	149	0
N8502	1 - L0006EB WHITE - STAND			
N8520	FRAME N0001EA BLACK			
N8530	WHEEL N0006EA WHITE			
MISCELLANEOUS				
9490071	APPLICATIONS CONTACT: CHARLIE CLER (940) 566-7449	U	0	0
N9996	SALESPERSON ID:			
N9997	DEALER CONTACT			

PETERBILT
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 3BPZL50X0DF189250
UNIT TYPE 2 OF FLEET 189249 THRU 189250

PAGE 006
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CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
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	** TOTAL ESTIMATED WEIGHT			17,176
	TOTAL LIST PRICE		177,395	
	BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE			
	ADJUSTED LIST PRICE		177,395	
PROMOTION PROGRAM CODE	@ 0.00 %		0	
COMPETITIVE ALLOWANCE NO 00968407	@ 0.00 %		0	
	SURCHARGE/OPTIONS NO DISC			
9408903 - ENGINE SURCHARGE - 2010 ISL9/PX-6/PX-8			7,000	
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC			7,000	
	OPTIONAL EXT WTY & PRV MNT			
9409962 - 2010 EPA EMISSIONS DIESEL ENGINE			0	
TOTAL OPTIONAL EXT WTY & PRV MNT			0	
TOTAL TIRE FET INCLUDED -- AS PRODUCED			354	
MARKETING PROGRAMS AND PROMOTIONS			280	
** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.				

CERTIFICATE OF ORIGIN FOR A VEHICLE



A PACCAR COMPANY
PETERBILT MOTORS COMPANY

DATE	INVOICE NO.
APRIL 30, 2012	N/A
VEHICLE IDENTIFICATION NO.	MAKE
3BPZL50X0DF189250	PETERBILT
BODY TYPE	SHIPPING WEIGHT
TRUCK	17,735 LB
H.P. (S A B)	NO. CYLS.
380.0	6
G.V.W.R	SERIES OR MODEL
65,000 LB	MODEL 320

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

A269
RUSH TRK CTRS OF NEW MX
6521 HANOVER, N.W.

ALBUQUERQUE NM 87121

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

PETERBILT MOTORS COMPANY

BY: 
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

PE746633

DENTON, TEXAS

CITY-STATE

COUNCIL AGENDA MEMO

Agenda Item: Approval to purchase pavement deicing agent from Envirotech Services, Inc., in an amount not to exceed \$50,000.00

Attachments

1. Ice Slicer Manufacturer Information
2. Exception to the Competitive Procurement Process

Recommended Action: MOVE to approve the purchase of Ice Slicer from Envirotech Services, Inc., in an amount not to exceed \$50,000.00.



September 10, 2013

To Whom It May Concern:

Redmond Minerals, Inc. is the manufacturer of IceSlicer RS granular ice melt. EnviroTech Services, Inc. is the national distributor and as such is the sole provider for the IceSlicer RS outside the State of Utah. They will remain our sole source provider through 2014.

Please feel free to contact us with any additional questions.

Sincerely,

A handwritten signature in cursive script that reads 'Doug Anderson'.

Doug Anderson
Redmond Minerals, Inc.



Office: 970-243-2697

Cell: 970-260-7420

phenricksen@envirotechservices.com

www.envirotechservices.com

September 10, 2013

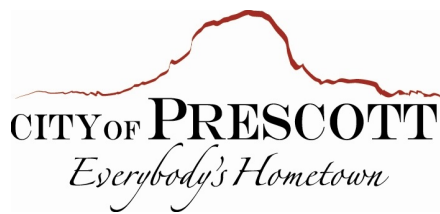
Bobbie King
City of Prescott
2800 Sundog Ranch Rd.
Prescott, AZ

Ice Slicer RS pricing for 2013-14 winter for City of Prescott, AZ.

Freight to Prescott, AZ	\$ 80.86/Ton
Ice Slicer RS product price	\$ 29.75/Ton
Total Delivered price	\$ 110.61/Ton

Best regards,

Pat Henricksen
Arizona Sales Representative
EnviroTech Services, Inc.



Request for Exception to the Competitive Procurement Process

Requester's Name	Division	Phone Number	Date
Bobbie King	Street Maintenance	928.777.1662	
Type of Exception			
Sole Source ☒	Time Restriction ☒		
Sole Acceptable Brand ☒	Unusual Nature of Project of Service ☒		
Other (specify) ☒			
Description of Goods or Services to be Purchased			
Ice Slicer is a granular ice melt product used by street maintenance departments throughout the United States to facilitate melting snow and ice on pavement. Use of Ice Slicer melts ice faster and continues to melt ice longer than white salt. Ice Slicer requires a lower application rate and is tested to be less-corrosive than standard white salt.			
Details of Request			
Ice Slicer is a unique snow fighting material produced by one company in Utah. The Street Maintenance Division researched alternative materials, compared information with State and County road maintenance professionals, and determined the best material for use in the City of Prescott to be Ice Slicer, both for performance and cost. Envirotech Services, Inc., is the sole source of Ice Slicer outside the state of Utah.			
Financial Information			
Estimated Cost: \$50,000.00	Organization: (2156610)	Object: (8350)	
Other Information: (90125)			
Vendor Information			
Vendor Name: Envirotech Services, Inc.			
Contact: Pat Henricksen Phone: (970) 243-2697 FAX: (970) 260-7420			
Address: P.O. Box 5512, Denver, CO 80217			
E-mail: phenricksen@envirotechservices.com			
Review and Approval			
Director:		Date:	
Deputy City Manager:		Date:	
City Manager:		Date:	

COUNCIL AGENDA MEMO

Agenda Item: Approval of purchase of one (1) ea. replacement vehicle lift from Mac Tools in the amount of \$13,572.88

The Fleet Services FY14 budget includes \$20,000 for replacement of the existing vehicle lift. The total amount of this recommended purchase is \$13,572.88, including tax, delivery and installation.

Attachments

1. Mac Tools bid for vehicle lift attachment

Recommended Action: MOVE to approve purchase of one (1) ea. replacement vehicle lift from Mac Tools of Prescott, Arizona, in the total amount of \$13,572.88.

Mac Tools

Quote

FROM:
Dermis R Willis
1375 Natures Way
Prescott AZ, 86305

TO:
City of Prescott
430 N Virginia
Prescott AZ, 86301

928-273-4994

Mac Quote #
652

Quote Created
9/23/2013

PAGE 1 OF 1

<u>QTY</u>	<u>TYPE</u>	<u>ITEM NUM</u>	<u>DESCRIPTION</u>	<u>LIST PRICE</u>	<u>SALE PRICE</u>	<u>LINE TOTAL</u>
1	Sale	LF2HD15000	2-POST LIFT W/ SINGLE POINT A	\$14,654.99	\$12,750.00	\$12,750.00
1	Misc.	LB	Labor		\$300.00	\$300.00
1	Trade-In	BENM	USED LIFT		\$500.00	(\$500.00)

NOTES:

Quote valid until Nov 22, 2013
DW

SUBTOTAL: \$12,550.00

SALES TAX: \$1,022.88

QUOTE TOTAL: \$13,572.88

All applicable contract terms and conditions apply.



MEETING DATE/TYPES: STUDY SESSION 10-15-13
VOTING SESSION 10-22-13

DEPARTMENT: Airport

RECOMMENDED AGENDA CATEGORY: Regular: ☐ Consent: ☒

AGENDA ITEM: Approval of City Contract No. 2014-049 with Central Basin Roofing, Inc., for repairs to the Airport Terminal Modular Building roof in the amount of \$10,964.00

Approved By:

Date:

Airport Manager:	Tripp, Jeffrey	
City Manager:	McConnell, Craig	

Item Summary

This item is for approval of a Contract with Central Basin Roofing, Inc., for repairs to the Airport Terminal Modular Building roof.

Background

In June 2008, the City purchased and installed a modular building to provide additional terminal space to support the security screening checkpoint and passenger waiting area at the Airport Terminal. This expansion was necessary to support Horizon Airlines.

The modular building roof has experienced a number of leaks due to hail storms and heavy rains resulting in damage to the ceiling and jeopardizing screening equipment operated by the Transportation Security Administration.

Bid Results

Bids were received from three local companies for the work, summarized as follows:

<u>Bidder</u>	<u>Location</u>	<u>Amount</u>
Central Basin Roofing, Inc.	Prescott	\$10,964.00
Badger Roofing, Inc.	Prescott Valley	\$13,416.68
Granite Basin Roofing, Inc.	Prescott	\$21,179.44

Financial Impact

Agenda Item: Approval of City Contract No. 2014-049 with Central Basin Roofing, Inc., for repairs to the Airport Terminal Modular Building roof in the amount of \$10,964.00

The FY14 Airport budget includes \$15,000.00 for this project.

Central Basin Roofing, Inc., is the lowest responsive bidder at \$10,964.00 including all applicable taxes, permit and dump fees.

Recommended Action: MOVE to approve City Contract No. 2014-049 with Central Basin Roofing, Inc., in the amount of \$10,964.00

MEETING DATE/TYPES: STUDY SESSION 10-15-13
VOTING SESSION 10-22-13

DEPARTMENT: Finance

RECOMMENDED AGENDA CATEGORY: Regular: ☐ Consent: ☒

AGENDA ITEM: Approval of annual ESRI GIS Software Support and Maintenance in an amount not to exceed \$16,700.00

Approved By:

Date:

Director:	Woodfill, Mark	
City Manager:	McConnell, Craig	

Item Summary

Support and maintenance of ESRI GIS software packages including: ArcGIS Desktop, Spatial Analyst, 3D Analyst, ArcPad, and ArcGIS Server. These software systems are used by the GIS department to edit, process, and distribute GIS data to all internal and external customers.

Background

ESRI software is the geographic information system (GIS) standard throughout the world. This software enables efficient data sharing between other agencies in the region, such as Yavapai County and neighboring municipalities and outside consulting firms which need mapping infrastructure for design of City projects.

The service agreement provides the latest software releases, service packs and patches, unlimited phone support, and access to online customer resources for the one-year period from October 29, 2013, through October 28, 2014.

Financial Impact

Budgeted as Information Technology Software Maintenance which is cost-allocated across the City organization. The total amount of this procurement will be determined by the applicable taxes, but in no account will exceed \$16,700.00.

Attachments

1. ESRI Maintenance Quote

Agenda Item: Approval of annual ESRI GIS Software Support and Maintenance in an amount not to exceed \$16,700.00.

Recommended Action: MOVE to approve annual ESRI GIS Software Support and Maintenance in an amount not to exceed \$16,700.00.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Date: 07/12/2013**Quotation Number:** 25587863**Contract Number:** 2009MPA4087**Send Purchase Orders To:**

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Nicole Scott

Please include the following remittance address on your Purchase Order:

Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

City of Prescott
Information Technology
City Hall
P.O. Box 2059
Prescott AZ 86302-2059
Attn: Catherine Moody
Customer Number: 8234

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced (formerly ArcInfo) Concurrent Use Primary Maintenance Start Date: 10/29/2013 End Date: 10/28/2014	3,030.00	3,030.00
1010	1	86497 ArcGIS for Desktop Standard (formerly ArcEditor) Concurrent Use Primary Maintenance Start Date: 10/29/2013 End Date: 10/28/2014	1,515.00	1,515.00
2010	2	86500 ArcGIS for Desktop Standard (formerly ArcEditor) Concurrent Use Secondary Maintenance Start Date: 10/29/2013 End Date: 10/28/2014	1,212.00	2,424.00
3010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/29/2013 End Date: 10/28/2014	505.00	505.00
4010	1	87198	505.00	505.00

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri reserves the right to include a price or fee uplift or charge a handling fee appropriate to cover costs associated with implementation and participation in any third party vendor management, procurement, or invoice program required by the customer that passes the fees along to vendors providing products or services.

Issued By: Nicole Scott**Ext:** 1232

[ISAACST]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751232
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/12/2013

Quotation Number: 25587863

Contract Number: 2009MPA4087

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/29/2013 End Date: 10/28/2014		
5010	1	87192 ArcGIS for Desktop Basic (formerly ArcView) Single Use Primary Maintenance Start Date: 10/29/2013 End Date: 10/28/2014	404.00	404.00
6010	1	93094 ArcGIS for Desktop Basic (formerly ArcView) with Extensions Single Use Primary Maintenance Start Date: 10/29/2013 End Date: 10/28/2014	1,010.00	1,010.00
7010	3	87193 ArcGIS for Desktop Basic (formerly ArcView) Single Use Secondary Maintenance Start Date: 10/29/2013 End Date: 10/28/2014	303.00	909.00
8010	1	114511 ArcPad Maintenance Start Date: 10/29/2013 End Date: 10/28/2014	252.50	252.50
9010	1	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	5,000.00	5,000.00
9020	1	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$2,000.00 of the bundled price. Start Date: 10/29/2013 End Date: 10/28/2014		
9030	1	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 10/29/2013 End Date: 10/28/2014		

[ISAACST]



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/12/2013

Quotation Number: 25587863

Contract Number: 2009MPA4087

Item	Qty	Material#	Unit Price	Extended Price
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Subtotal	15,554.50
Estimated Taxes	987.72
Total	\$ 16,542.22

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751232
Fax #: 909-307-3083

Quotation

Page 4

Date: 07/12/2013	Quotation No: 25587863	Customer No: 8234	Contract No: 2009MPA4087	
Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

Signature of Authorized Representative

Date

Name (Please Print)

Title

**MEETING DATE/TYPES: STUDY SESSION
 VOTING SESSION**

DEPARTMENT: Community Development

RECOMMENDED AGENDA CATEGORY: Regular: Yes Consent: No

AGENDA ITEM: Approval of a replat of Lots 2, 4, and 6 of Block 10 of the original Dameron Park Addition subdivision plat (RP13-001; Owner: Donald Grier)

Approved By:		Date:
Director:	Guice, Tom	10/04/2013
City Clerk:	Mulhall, Lynn	10/08/2013
City Manager:	McConnell, Craig	10/09/2013

Item Summary

The applicant is requesting a replat of Lots 2, 4, and 6 of Block 10 of the original Dameron Park Addition subdivision plat. The purpose of the revision is to configure two legal lots to allow for separate ownership of the existing commercial use, a medical marijuana dispensary, and a single-family residence (Attachment 1). No changes to those uses or structures are proposed.

Background

This property was rezoned in 2000 to Residential Office (RO) and is subject to the conditions and restrictions as set in the associated Development Agreement (DA-0022). These restrictions include that the residence located on the property remain a residential use and that no vehicular access is permitted to the commercial building from 4th Street. In 2011 the property was rezoned to Industrial Transition (IT). The Development Agreement is still in effect.

The medical marijuana dispensary and single-family residence are currently separated by a fence and for all practical purposes operate independently of each other. The replat will configure two lots from the original three lots along the existing fence line. The existing structures are currently non-conforming, as they were built over existing legal lot boundaries (Attachment 2). The proposal will not modify the non-conforming status of the structures. City Council has the authority to waive procedural and other applicable subdivision requirements (Land Development Code, Section 9.10.13) and the property

Agenda Item: Approval of a replat of Lots 2, 4, and 6 of Block 10 of the original Dameron Park Addition subdivision plat (RP13-001; Owner: Donald Grier)

owner has requested that they do so in order to accommodate the existing property configuration.

Planning and Zoning Commission Recommendation

The Commission voted unanimously to recommend approval of the replat in accordance with Exhibit A and Exhibit B.

Financial Impact

None.

Attachments

1. Exhibit A, Replat
2. Exhibit B, Site Plan

Recommended Action: MOVE to approve RP13-001, a replat in the Dameron Park Addition in accordance with Exhibit A, Revision of Plat, and Exhibit B, site plan, to include reduction of the setbacks of Lot 4-R to 3.5 feet along the rear property line and 4.5 feet along the north side property line, and reduction of the setbacks of Lot 2-R to 4.9 feet along the rear property line.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS

THAT DONALD S. GIER, A SINGLE MAN, AS OWNER OF LOTS 2, 4 AND 6, BLOCK 10, DAMERON PARK ADDITION, AS RECORDED IN BOOK 3 OF MAPS AND PLATS, PAGE 28, ON FILE IN THE OFFICE OF THE YAMPA COUNTY RECORDER, EXCEPTING THEREFROM THE WEST 15.0 FEET OF SAID LOTS 2 AND 4, LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 2 WEST, SALT RIVER BASIN AND MERIDIAN, YAMPA COUNTY, ARIZONA, HAS CAUSED THIS REPLY TO BE PREPARED UNDER THE NAME OF "A REPLY OF LOTS 2, 4 & 6, BLOCK 10, DAMERON PARK ADDITION", AS SHOWN HEREON, AND HEREBY PUBLISHES THIS PLAY AS AND FOR "A REPLY OF LOTS 2, 4 & 6, BLOCK 10, DAMERON PARK ADDITION", AND HEREBY DECLARES THAT:

1. THE PURPOSE OF THIS PLAT IS TO VACATE THE ORIGINAL LOT LINES OF SAID LOTS 2, 4 AND 6, EXCEPTING THE WEST 15.0 FEET OF SAID LOTS 2 AND 4 AND CREATE THE REVISED LOTS AS SHOWN HEREON;
2. THE REPLATTED LOTS SHALL BE KNOWN NOW AND HEREFTER AS LOTS 2-R AND 4-R OF LOTS 2 AND 4 & 6, BLOCK 10, DANERON PARK ADDITION;
3. THE REVISED LOTS ARE SUBJECT TO ALL MATTERS AS MAY BE CURRENTLY OF RECORD AFFECTING THE ORIGINAL PLATTED LOTS;
4. EASEMENTS ARE HEREBY CREATED FOR THE SPECIFIC USES AS SHOWN HEREON.

IN WITNESS WHEREOF, DONALD S. GIER, A SINGLEMAN, AS OWNER OF LOTS 2, 4 AND 6, BLOCK 10, DANMERRICK PARK ADDITION, AS RECORDED IN BOOK 3 OF MAPS AND PLATS, PAGE 28, ON FILE IN THE OFFICE OF THE YAMPA COUNTY RECORDER, EXCEPTING THEREFROM THE WEST 15.0 FEET OF SAID LOTS 2 AND 4, HAS EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO, ON THIS _____ DAY OF _____, 2013.

DONALD S. GRIER

ACKNOWLEDGMENT

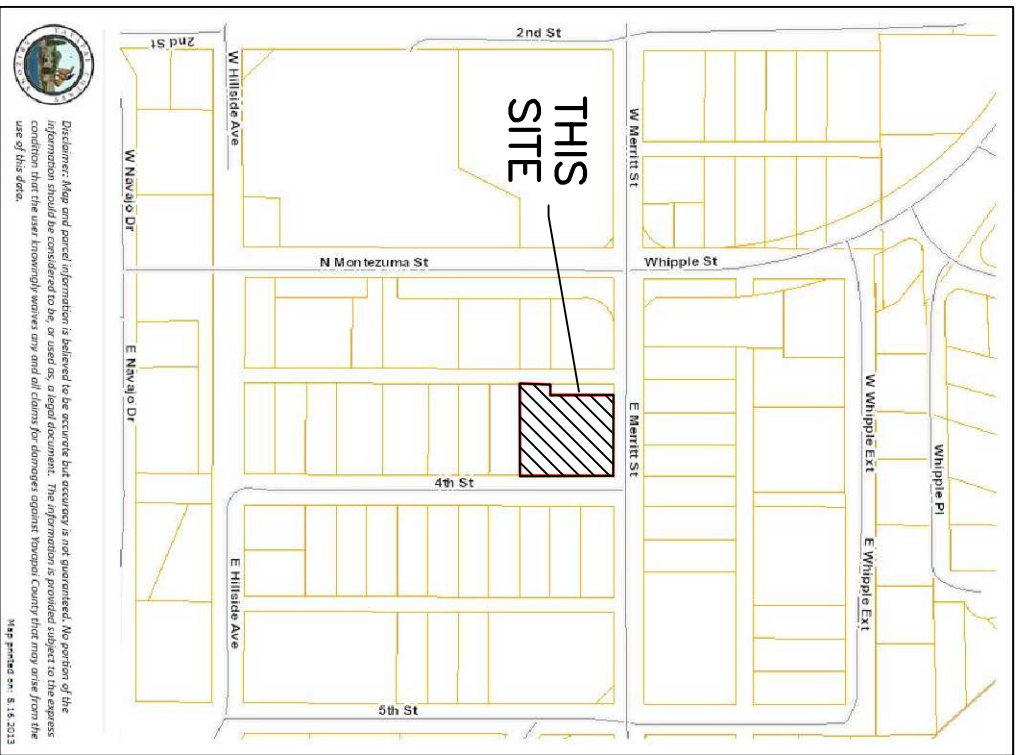
STATE OF ARIZONA)
)
COUNTY OF YAVAPAI) ss

ON THIS _____ DAY OF _____, 2013, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR DONALD S. GRIER, WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BEING DULY AUTHORIZED TO SO DO.

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

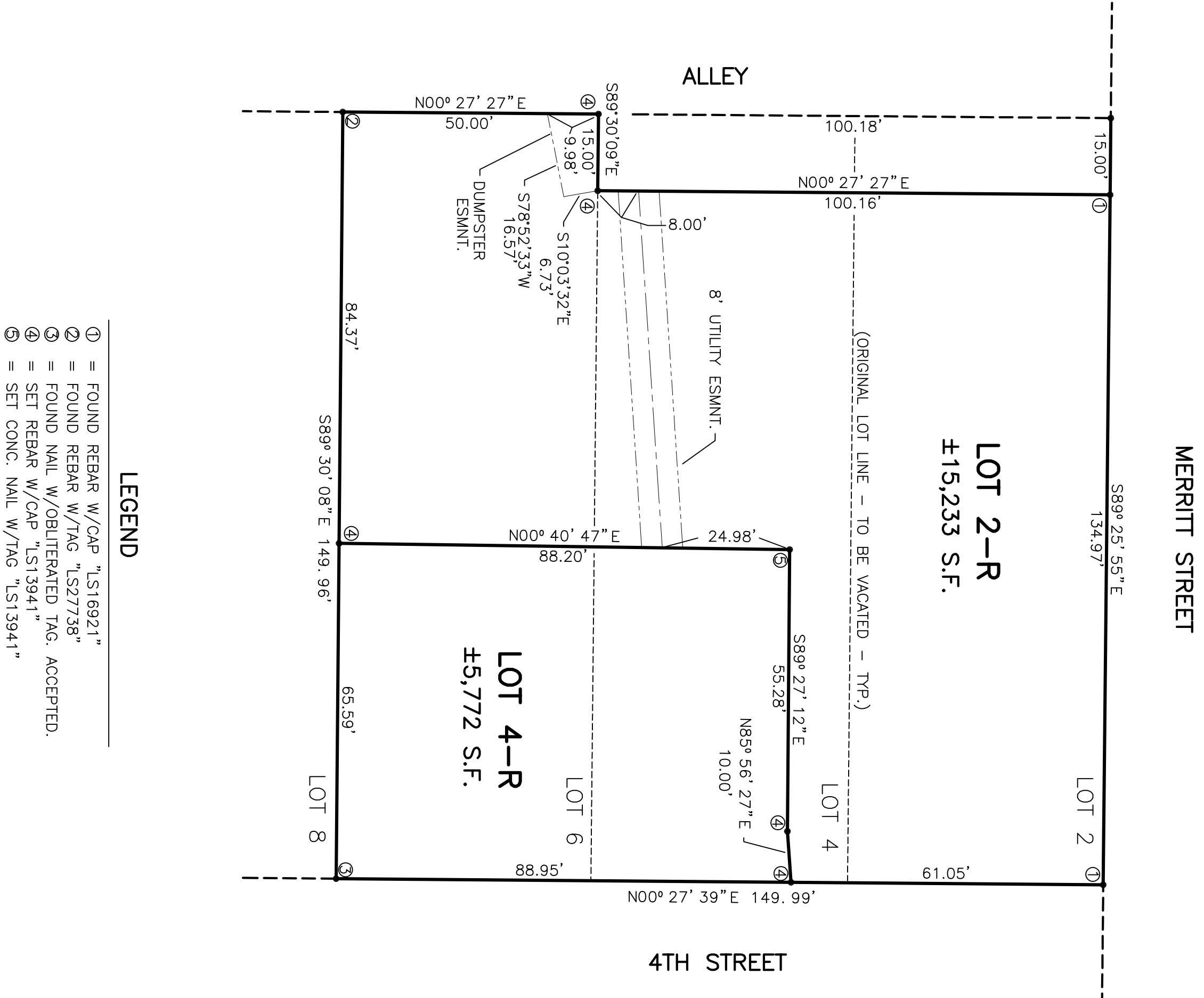
NOTARY PUBLIC

MY COMMISSION EXPIRES



LOTS 2, 4 & 6, BLOCK 10, DAMERON PARK ADDITION
A REPLAT OF
LOCATED IN A PORTION SECTION 33, TOWNSHIP 14 NORTH, RANGE 2 WEST,
GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.

ORIGINALLY RECORDED IN BOOK 3 OF MAPS AND PLATS, PAGE 28, ON FILE IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER



APPROVALS

APPROVED BY THE COMMUNITY SERVICES DIRECTOR OF THE CITY OF PRESCOTT ON THIS
DAY OF _____, 2013.

COMMUNITY SERVICES DIRECTOR

APPROVED BY THE PUBLIC WORKS DIRECTOR OF THE CITY OF PRESCOTT ON THIS
DAY OF _____, 2013.

PUBLIC WORKS DIRECTOR

COMPLIANCE

THIS REPEAT IS IN COMPLIANCE WITH CURRENT SUBDIVISION REGULATIONS AND CODES ESTABLISHED AND ADOPTED BY THE CITY OF PRESCOTT.

NOTES

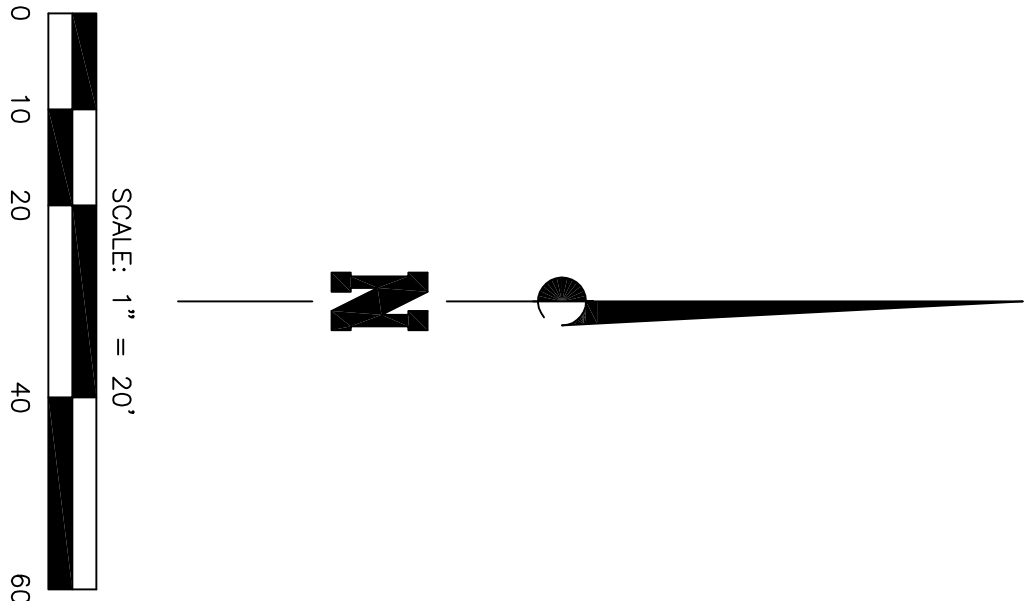
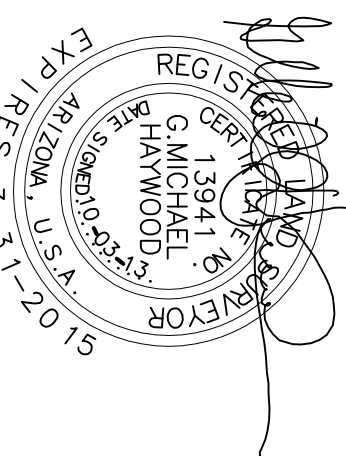
THIS REPLAT IS LOCATED WITHIN THE WATER SERVICE AREA OF THE CITY OF PRESCOTT, MARICOPA, WHICH IS AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER RULES IN FORCE AT THE TIME OF RECORDING OF THE ORIGINAL PLAT.

THIS REPEAT IS IN CONFORMANCE WITH CRITERIA ESTABLISHED BY STATE STANDARD ATTACHMENT 2-96 (SSA 2-96) UNDER AUTHORITY OF THE DIRECTOR OF THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).

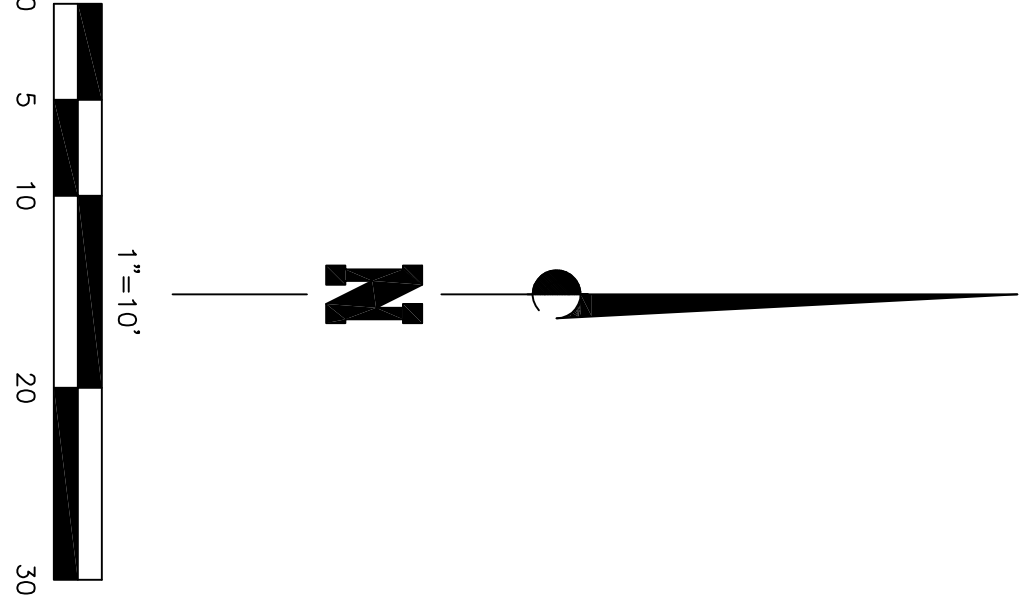
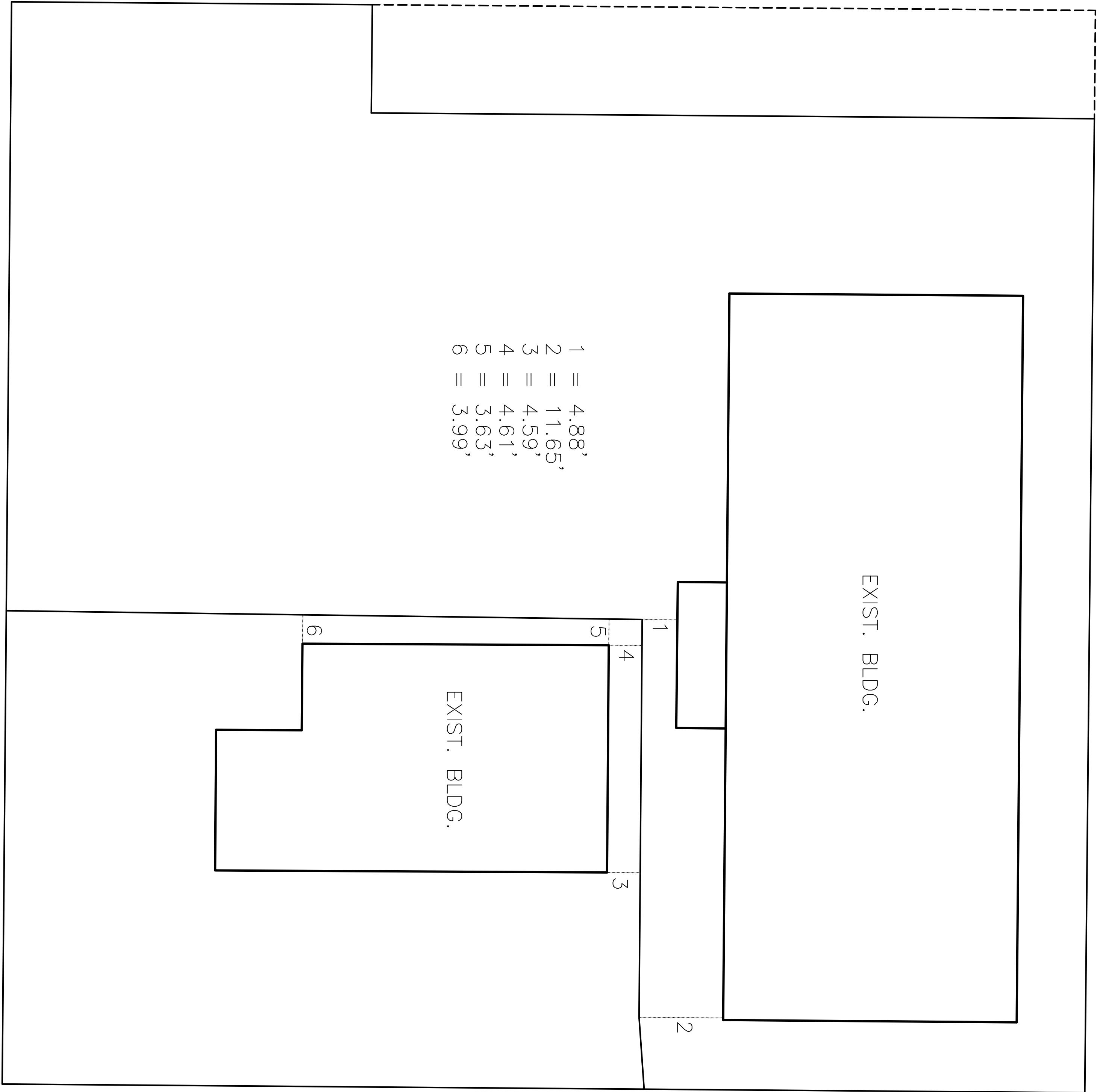
CERTIFICATION

6. MICHAEL HAYWOOD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAN REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2013; THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND, THAT ALL MONUMENTS SHOWN EXIST AS OF THE DATE HEREOF AND ARE SUFFICIENT TO RECOVER RETRACEMENT OF THE SURVEY.

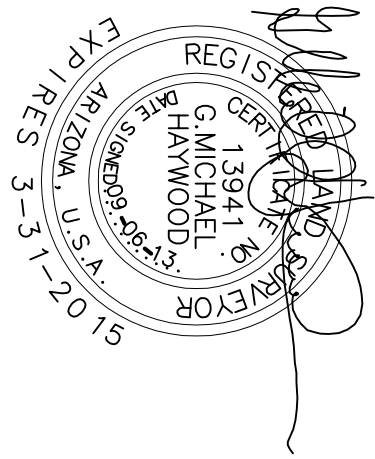
G. MICHAEL HAYWOOD - AZ. R.L.S. No. 13941



Instrument No.: _____
(RECORDER'S DATA)
Filed and recorded at the request of THE CITY OF PRESCOTT _____ A.D. 20 <u>13</u> of _____ o'clock ____ M Book _____ MAPS & PLATS Page _____
Records of Yavapai County, Arizona LESLIE M. HOFFMAN County Recorder Deputy Recorder



DISTANCES FROM EXISTING BUILDINGS
TO PROPOSED LOT LINES
DON GRIER RE-PLAT



Agenda Item: Approval of an amendment to the Comprehensive Sign Plan for the Depot Marketplace, for an additional monument sign (CC13-003; Owner: Depot Marketplace Investors LLC and Marshall & Ilsley Bank)

While several Commissioners noted that they would accept either monument sign location, the Commission ultimately voted unanimously to recommend approval of the amendment to the Comprehensive Sign Plan, with the new monument sign located outside the Local Historic District.

Financial Impact

None.

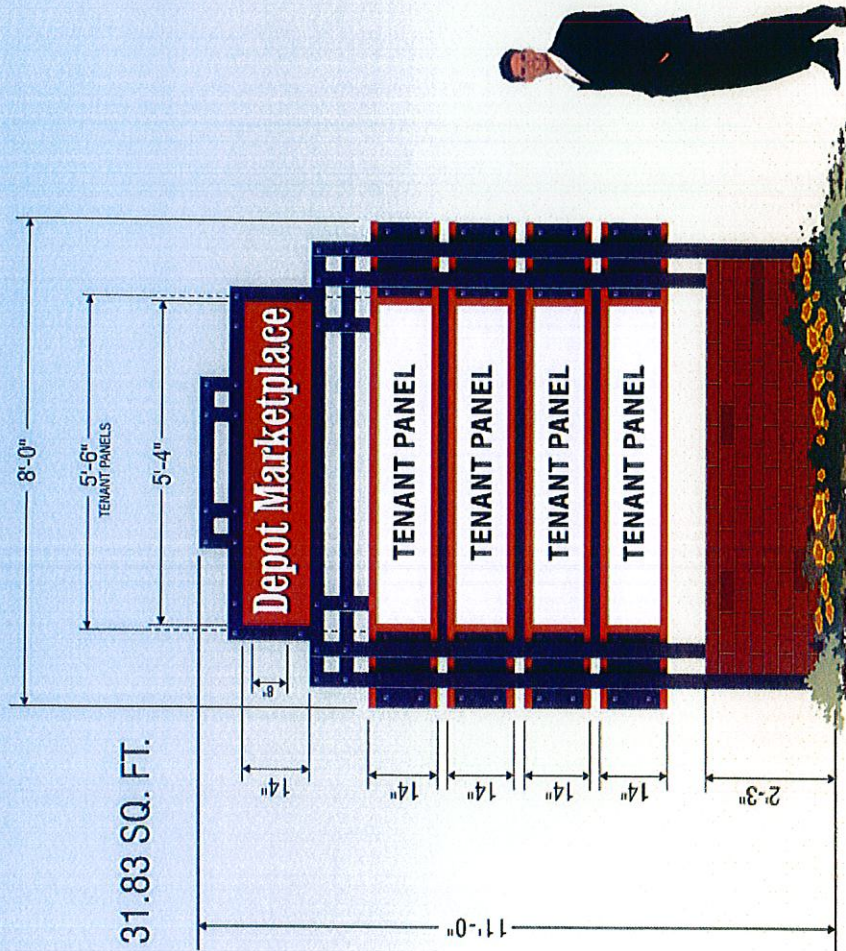
Attachments

1. Sign detail for new monument sign
2. Site Plan
3. Revised Comprehensive Sign Plan

Recommended Action: MOVE to approve CC13-003, an amendment to the Comprehensive Sign Plan for the Depot Marketplace, for an additional monument sign on Sheldon Street, subject to the site plan and details dated October 3, 2013, and meeting applicable sight triangle requirements.

SIGNS PLUS
 Account Executive: DALE JOHNSON
 Designer: RContreras
 Project Number: 07-22-2013-1080
 DATE: 07/30/2013
 SCALE: AS NOTED
 REVISIONS:
 7/31/2013
 8/5/2013
 8/14/2013
 9/5/2013
 PROJECT: 9200 Valley Rd.
 Prescott Valley, Arizona 86314
 LOCATION: Anywhere, PRESCOTT, AZ
 800-257-5095
 DEPOT MARKETPLACE

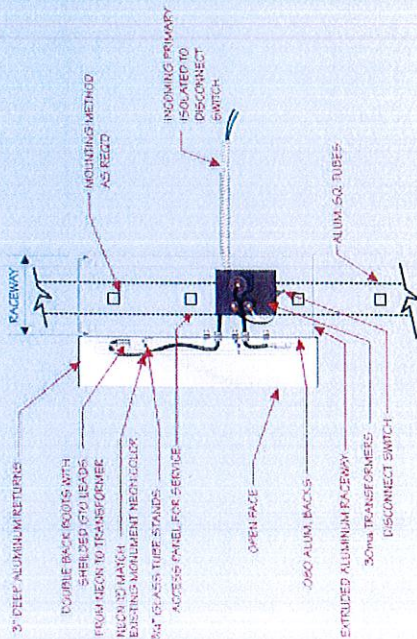
SHEET: 1 OF 1



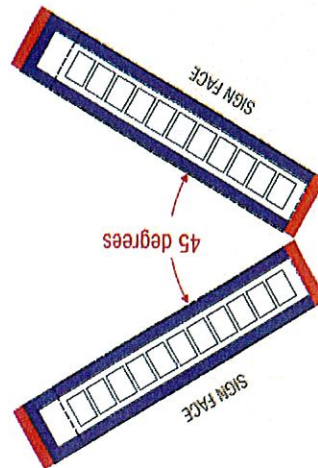
SITE PHOTO SURVEY - PROPOSED V-SHAPED MONUMENT SIGN

SCALE: 1/2" = 1'-0"

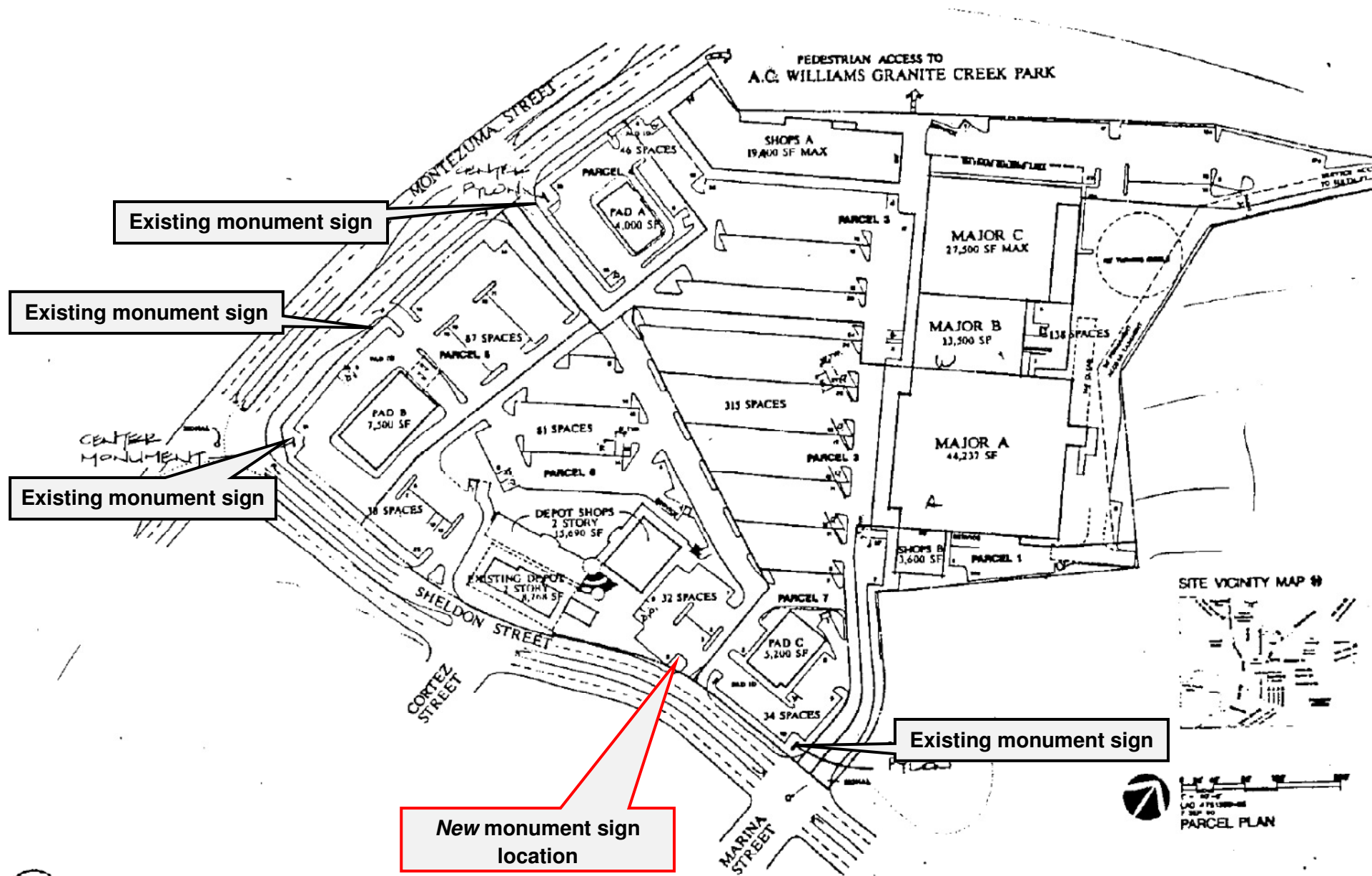
FABRICATED ALUMINUM PAINTED TO MATCH EXISTING SIGNS
 BRICK BASE TO MATCH EXISTING SIGNS



TYPICAL / RACEWAY MOUNTED
 -CHANNEL LETTER NEON ILLUM. CROSS SECTION



TOP VIEW
 EXACT ANGLES
 TO BE DETERMINED



COMPREHENSIVE SIGN CRITERIA FOR



PARCEL 1,2,3,4,5 & 7
DEPOT MARKETPLACE PLAT

8/14/13

A DEVELOPMENT BY

WESSEX

THE WESSEX COMPANIES

SIGN CRITERIA
(Revised 8/14/13)
DEPOT MARKETPLACE
PRESCOTT, ARIZONA

This Comprehensive Sign Plan includes In-line Major Tenants and adjacent shops A, B and freestanding pad buildings located on parcels 1, 2, 3, 4, 5, & 7 of the Depot Marketplace Plot. It does not including the Depot and Courtyard Shops.

The intent of this sign criteria is to establish and maintain guidelines consistent with the signage policies of the Landlord and the City of Prescott. Furthermore, the purpose is to assure a standard conformance for the design size and material used for Tenant identification.

The Landlord, shall approve all signs prior to erection.

I. GENERAL REQUIREMENTS

1. The Tenant or its representative shall submit at least two (2) copies of detailed drawings covering the location, size, layout, design, materials and colors to the Landlord for approval. Tenants should note that approval action by the Landlord will generally take two (2) weeks, no installation will be permitted until the Tenant or its representatives has received a written approval from the Landlord.
2. The Tenant or its representative must secure written Landlord approval prior to submitting a request for a sign permit to the City of Prescott.
3. The Tenant or its representative shall secure all necessary City of Prescott sign permits or variances prior to fabrication and installation of signage.
4. Signs installed prior to written approval by Landlord will be subject to removal and proper reinstallation at the Tenant's expenses.
5. The Tenant and the Tenants sign contractor shall repair any damage caused during the installation of signage.
6. Flashing, portable or audible signs are not permitted.
7. Except as provided herein, no advertising placard, banners, pennants, names, insignias, trademarks and/or other descriptive material shall be affixed or maintained upon glass panes and supports of the show windows and doors, upon the exterior walls of building, or within 24" of the show window.
8. No signage shall be installed, altered or added to after installation, except with the written permission of the Landlord.

9. Landlord may repair or replace any broken or faded signs at the Tenant's expense.
10. Traffic directional signs are permitted, provided that they are no higher than three feet and not greater than three square feet. The sign may be internally illuminated or non-illuminated. Traffic directional signs and placement are subject to approval by the Landlord in writing prior to installation.
11. Each Tenant shall be permitted to place on each entrance of the premises not more than 144 square inches of die cut vinyl lettering not to exceed 2" in height, indicating hours of business, emergency telephone numbers, etc. Vinyl copy to be Scotchcal 3M #3630-005 Ivory.

II. DESIGN REQUIREMENTS

1. Tenants at their expense, shall identify their premises with an exterior sign(s) on fascia area, as designated by the Landlord. Creative emphasis is encouraged.
2. Wall signs are to be individual pan channel .040 aluminum letters with 1/8" acrylic faces (colors to be chosen by Tenant, subject to Landlord approval, in their sole discretion) and 3/4" trim cap. Letters to have 5" returns. Neon to be 30ma x 15mm 6500 White single, double or triple tube dependant upon width of letter stroke. Cabinet signs will not be permitted. LED modules may be used in lieu of neon.
3. Metal letter returns to be painted Dunn Edwards Q13-60D Blue when installed on Founders Block. Metal letter returns are to be Tenant's choice (subject to Landlord approval) when installed on Stucco Band.
4. Inside of letter to be painted Chromatic White 101-BE.
5. Trim cap color is to be black.
6. All signs shall conform to Uniform Building Code Standards. All electrical signs shall conform to National Electrical Code Standards.
7. Address numbers required on front doors. Numbers will be 3" Scotchcal 3M #3630-005 Ivory vinyl die cut copy.
8. Each Tenant who has a non-customer door that is used for shipping or receiving merchandise may have uniformly applied copy on said door in location, as directed by the Landlord, in two (2) inch high block letters, Scotchcal 3M #3630-006 Ivory vinyl, the Tenant's name and address. Sign supplied by the Landlord and paid by the Tenant.
9. A) Center Pylon Sign – See drawing on page 7 and 18.

One (1) free-standing center identification sign on Montezuma.
Two (2) on Sheldon.

B) Center Monument Sign – See drawing on page 11

One (1) set of individual letters

C) Pad Monument Sign – Pads A, B, & C see drawing on page 1

Three (3) free-standing pad user identification signs for respective parcels 4, 5 & 7.

III. SPECIAL REQUIREMENTS

1. Major Tenants - Any tenant with a leased floor plan greater than 10,000 square feet.

Major Tenant A: See drawing page 14

To be mounted directly to stucco sign band area, sign not to be mounted on raceway.

Major Tenant B: See drawing page 15

To be mounted directly to stucco sign band area, sign not to be mounted on raceway.

Major Tenant C: See drawing page 16

To be mounted directly to stucco sign band area, sign not to be mounted on raceway.

A) If the building is to be split between more than one (1) Tenant, the signage area is to be shared. This will be addressed under a separate provision with the maximum signage area allowed by the City of Prescott.

B) Landlord approves tenants who participate in the use of the pylon/ monument signs. Landlord may use for leasing purposes.

C) For a leased amount of 12,000 or more square feet, signage is allowed to be five (5') feet high. Length is to be in proportion to storefront as approved by Landlord.

D) For a leased amount under 12,000 square feet, signage is allowed to be four (4') high. Length is to be in proportion of storefront as approved by the Landlord.

E) Overall Major Tenant building heights will not include ascending and descending letters.

2. Minor Tenants - Any tenant with a leased floor plan less than 10,000 square feet.

A) Maximum height of sign not to exceed 30", minimum height not to be less than 12" (single or double line).

It is preferred that the placements of all wall signs are to be centered horizontally. In the event that horizontal centering is not possible, the Landlord has the option of placement for the Tenant.

- B) Any Tenant whose sign band area is on founders block will have their sign mounted on a raceway, painted to match founders block.
- C) Any Tenant whose sign band area is on stucco wall will have their sign mounted directly to the wall.
- D) Special provisions for Blockbuster Video. *See drawing page 13*

3. Pad Tenants - Any free-standing pad user with a building located on parcels 4 (PAD 'A'), 5 (PAD 'B') or 7 (PAD 'C'), of Depot Marketplace Plat (see page 17).

- A) Pad shops will be allowed the maximum signage allowed by the City of Prescott Land Development Code for each building elevation with the exception of the Panda Express PAD "C" site only, whose allowed building signage is as follows:

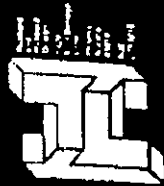
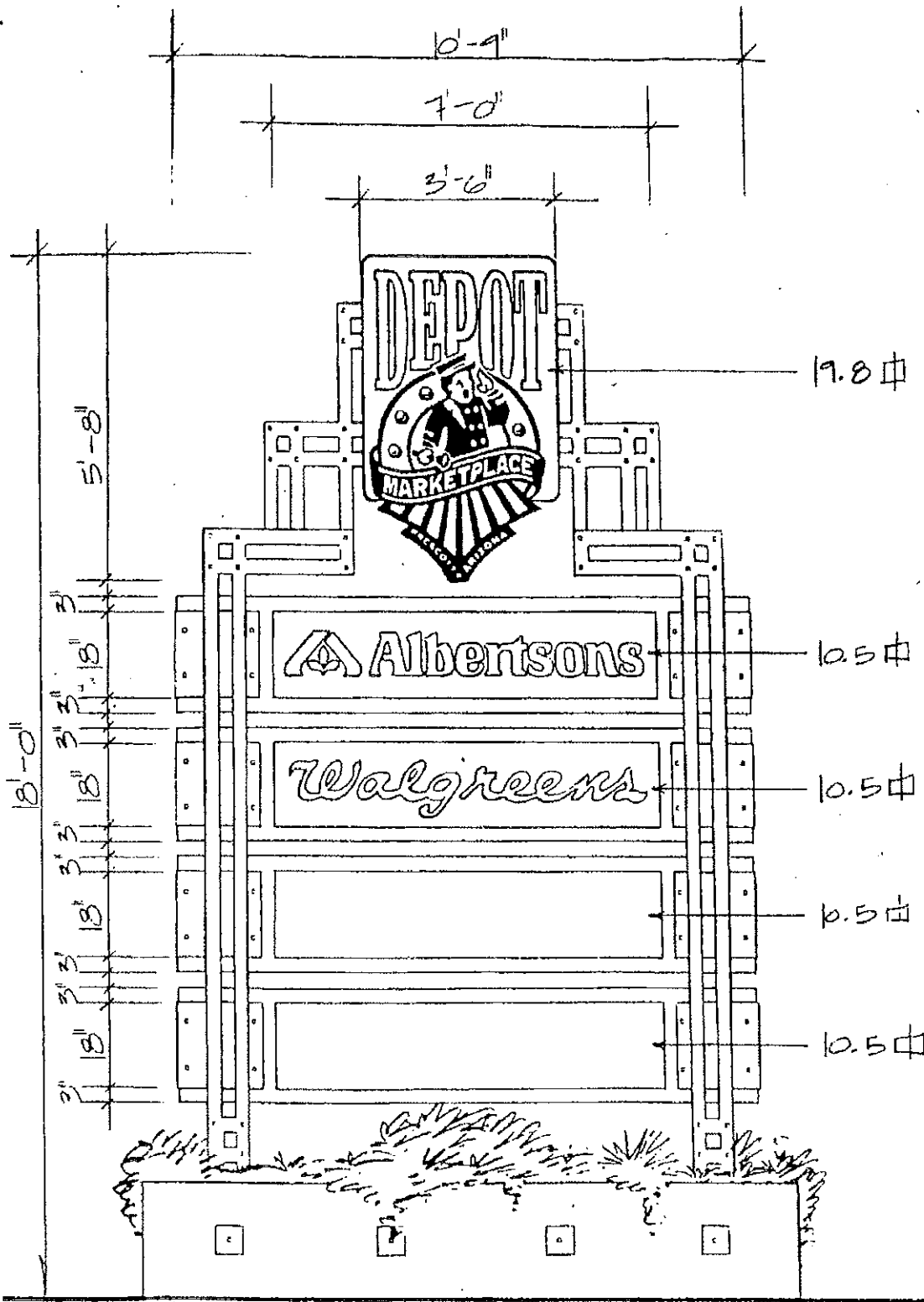
Specifically:

North Elevation:	16 sq. ft.
South Elevation:	16 sq. ft.
East Elevation:	32 sq. ft.
West Elevation:	32 sq. ft.
Total Sq. Ft	96 sq. ft.

- B) Placement of wall signs to be centered horizontally and vertically. In the event that horizontal centering is not possible, the Landlord has the option of placement for the Tenant.
- C) The letter style and colors shall be the Tenant's choice, subject to the approval of the Landlord. Consideration will be given by the Landlord for those Tenants requesting a national logo.
- D) Each free-standing pad tenant is allowed one (1) monument sign. *See drawing page 10.*

Page 5 -- intentionally omitted and left blank

Page 6 -- intentionally omitted and left blank

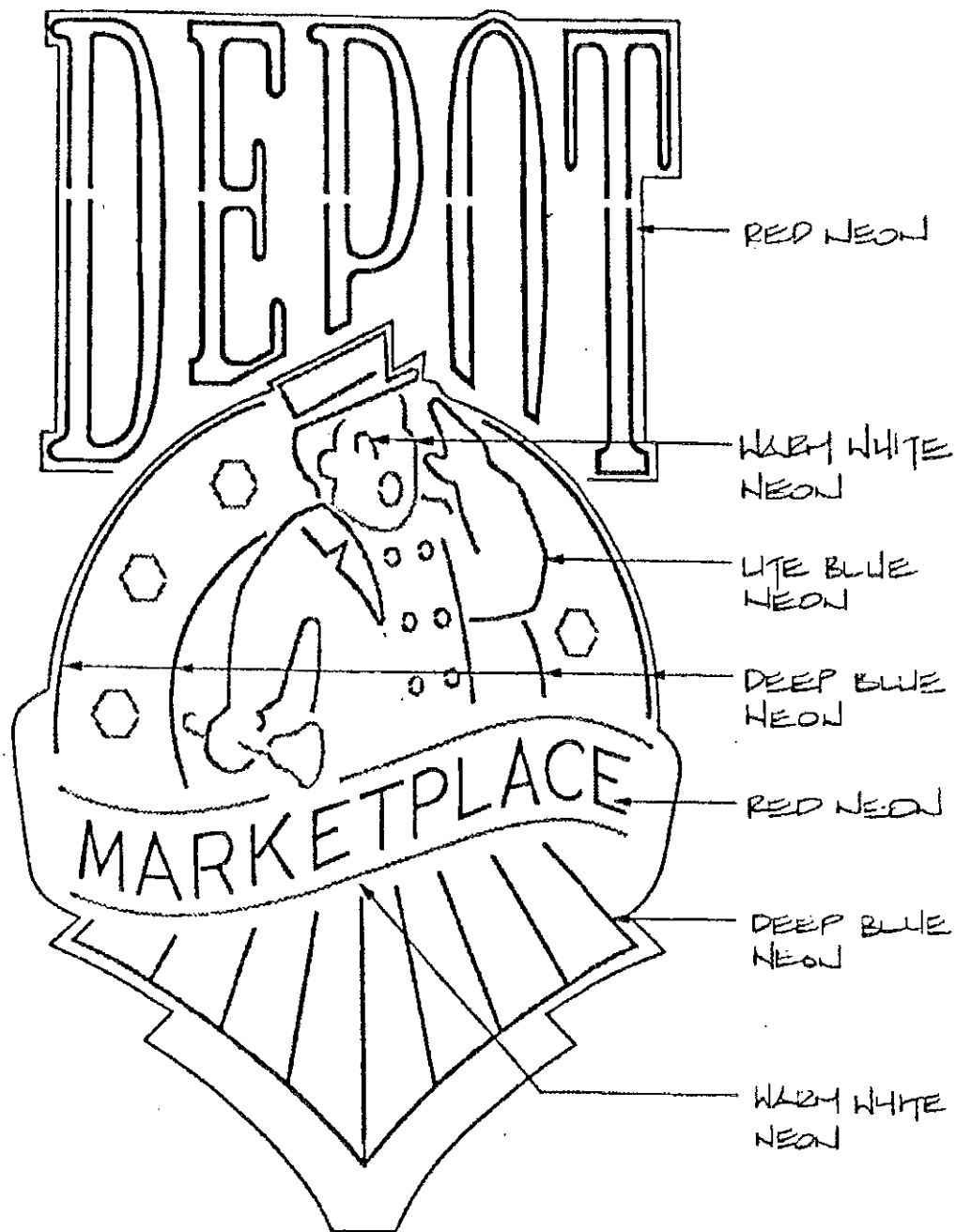


CLIENT _____
 ADDRESS _____
 CITY _____
 TELEPHONE _____
 SALESMAN _____
 SCALE _____
 DATE _____
 DESIGNER _____

1825 S. BLACK CANYON
 PHOENIX, ARIZONA 85009
242-4488

**CHRISTY
 SIGNS**

7



NEON DETAIL
for
CENTER I.D.

9

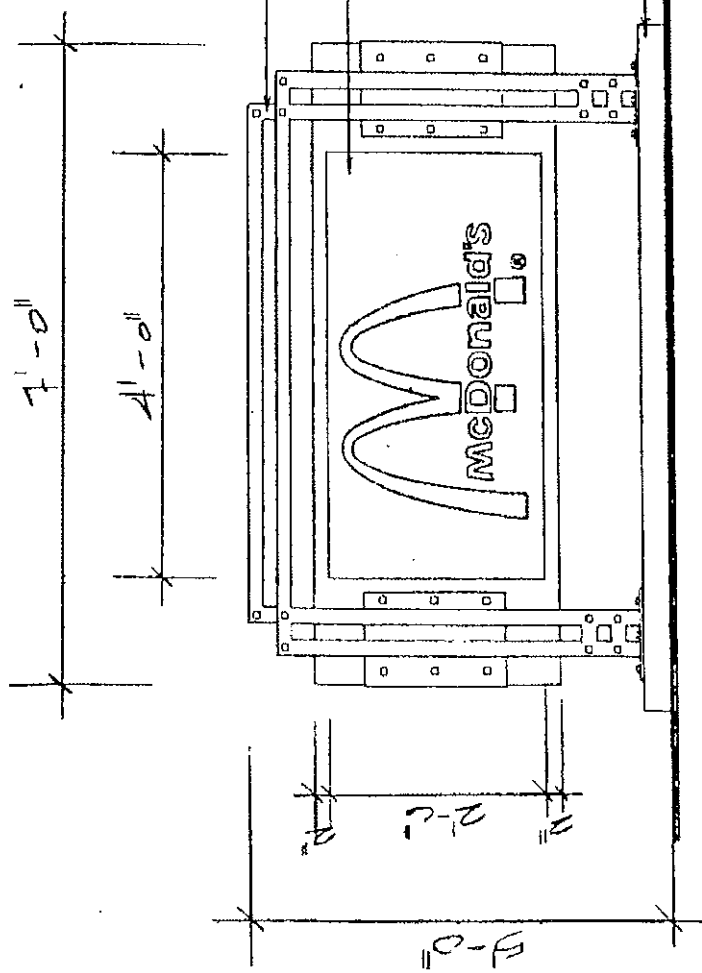


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ADDRESS _____
CITY _____
TELEPHONE _____
SALESMAN _____
SCALE _____
DATE _____
DESIGNER _____

1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009

242-4488

**CHRISTY
SIGNS**



2" ϕ STEEL TUBE
 TENSILE RATED
 TO BE VERY HEAVY
 PORTLAND CEMENT
 SPREADS 40-31 P
 116 ϕ

FOUR-DECK BASE

D/F INITIALS P.D. 10 11-0"

(10)

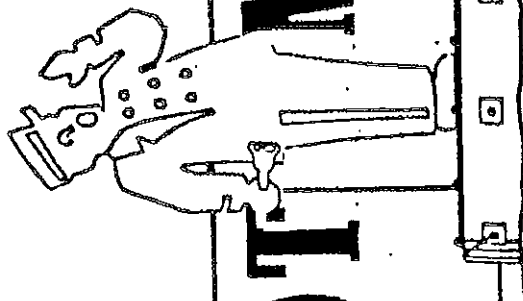
CHRISTY
SIGNS

1825 S. BLACK CANYON
 PHOENIX, ARIZONA 85009
242-4488

CLIENT	ADDRESS	CITY	TELEPHONE	SALESMAN	SCALE	DATE



22'-3"



DEPOT MARKETPLACE

CENTER 10 MONUMENT SIGN $\frac{3}{8}$ " $\rightarrow$ 1'-0"

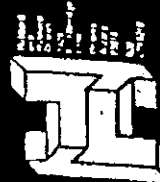
24" LTRS TO BE $\frac{3}{8}$ " ALUM ANKORED TO FOUNDER BLOCK W/ALUM
 & PTD DUNN EDWARDS PG-31P MORT.
 SQAUE OF MAN TO COORDINATE WITH COMPREHENSIVE LOGO DESIGN.

(=)

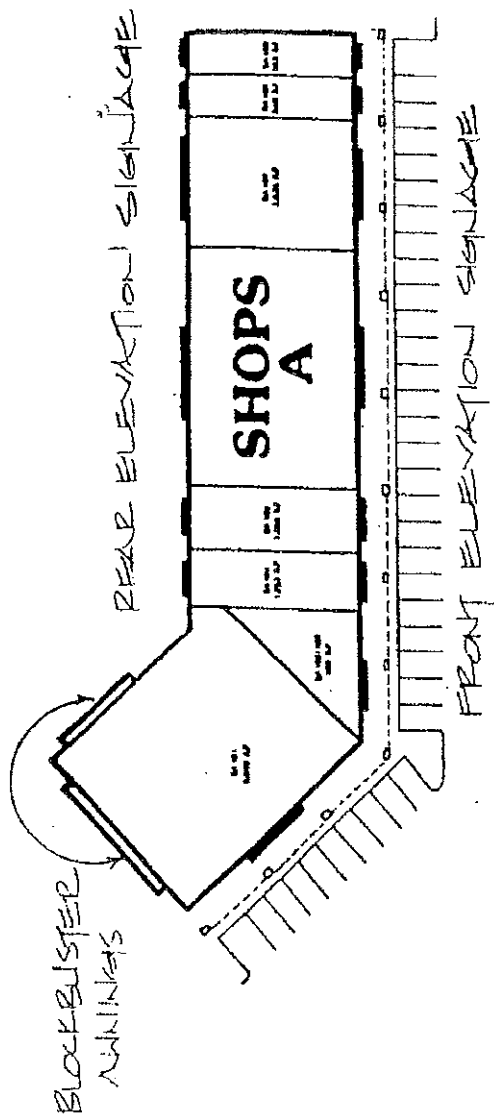
1825 S. BLACK CANYON
 PHOENIX, ARIZONA 85009

242-4488

CLIENT _____
 ADDRESS _____
 CITY _____
 TELEPHONE _____
 SALESMAN _____
 SCALE _____ DATE _____
 DESIGNER _____



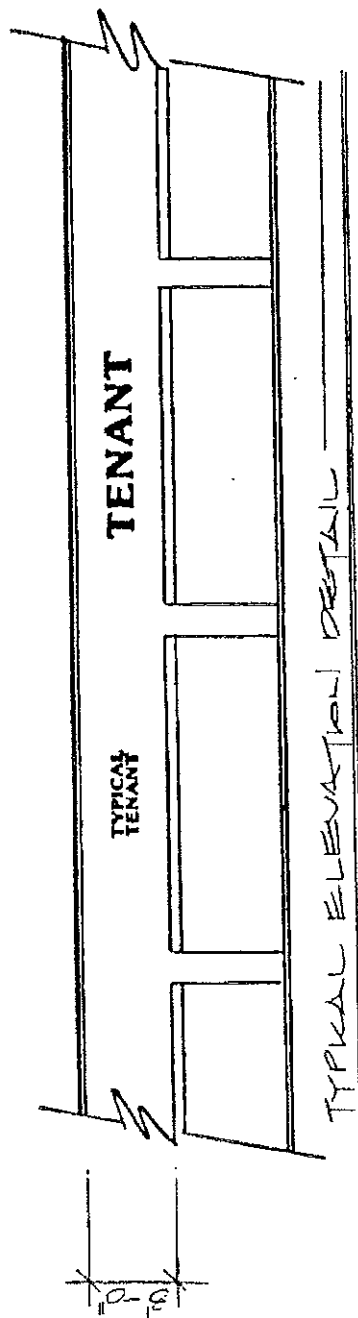
CHRISTY
 SIGNS



**TYPICAL
TENANT**

TENANT

TYPICAL ATTACHED SIGNAGE FOR SHOPS 'A' & 'B' 1/2" = 1'-0"



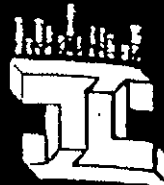
12

**CHRISTY
SIGNS**

1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009

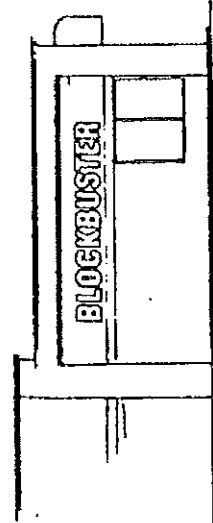
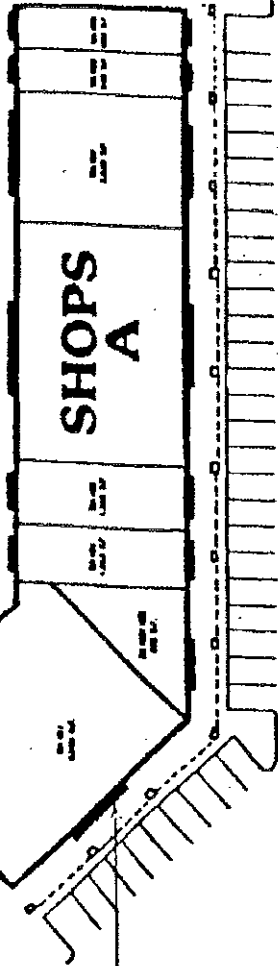
242-4488

CLIENT _____
ADDRESS _____
CITY _____
TELEPHONE _____
SALESMAN _____
SCALE _____
DATE _____
DESIGNER _____



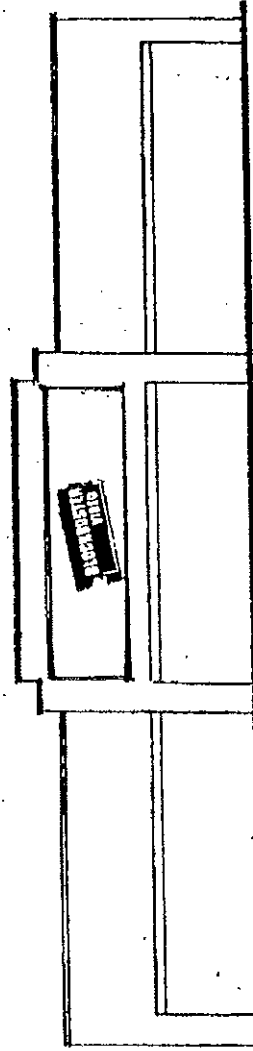
BLOCKBUSTER
ANNOUNCERS

ATTACHED WALL
SIGN

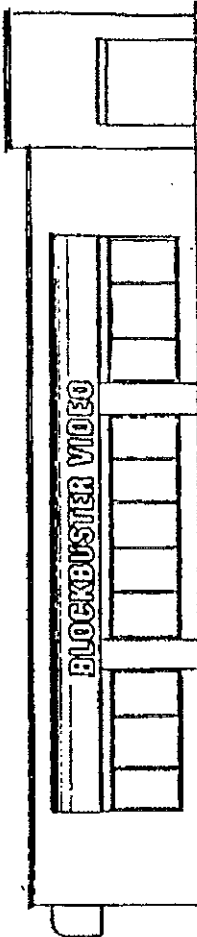


REAR ELEVATION

9'-10"

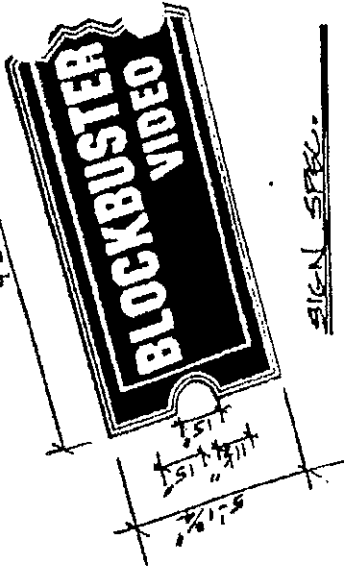


FRONT ELEVATION



SIDE ELEVATION

9'-10"



SIGN SPEC.

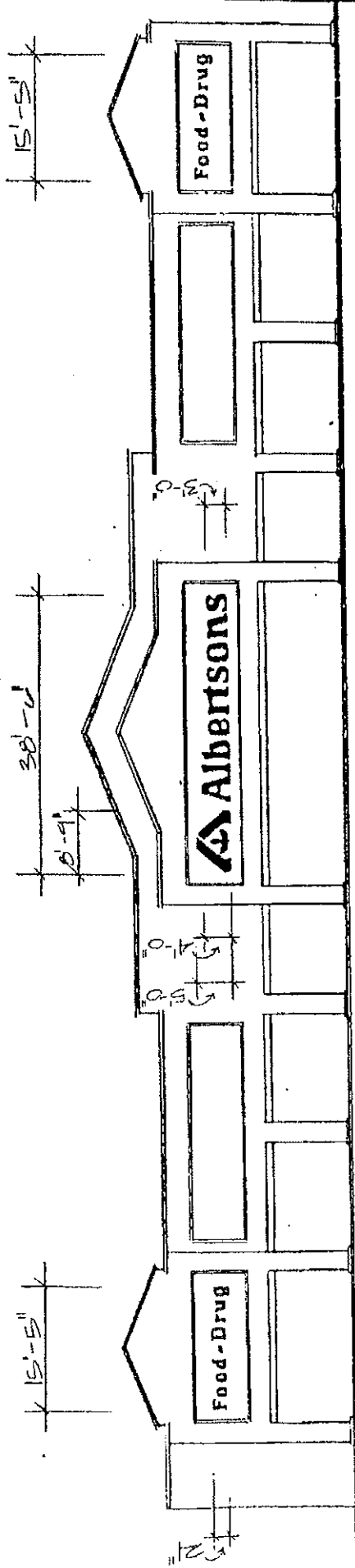
13

**CHRISTY
SIGNS**

1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009
242-4488

CLIENT	_____
ADDRESS	_____
CITY	_____
TELEPHONE	_____
DATE	_____
SCALE	_____
DESIGNER	_____





ALBERTSONS ELEVATION DETAIL

(Info) Food-Drug (21' x 15'-5") 52.5
 ALBERTSONS (5'-0" x 38'-0") 162.7

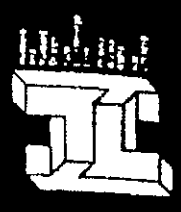
TOTAL 215.2 #

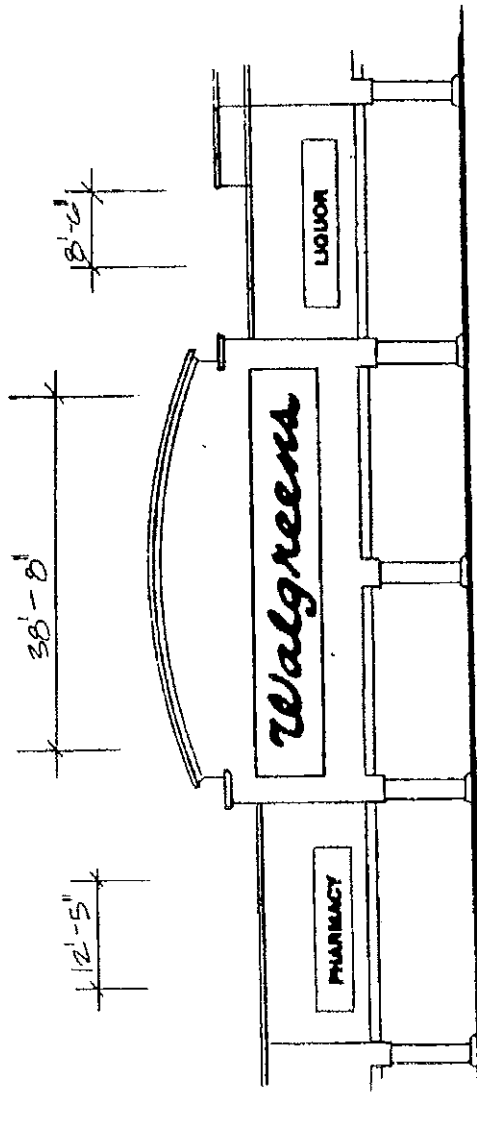
(1)

**CHRISTY
SIGNS**

1825 S. BLACK CANYON
 PHOENIX, ARIZONA 85009
242-4488

CLIENT	_____
ADDRESS	_____
CITY	_____
TELEPHONE	_____
SALESMAN	_____
SCALE	_____
DATE	_____
DESIGNER	_____





WALGREEN'S ELEVATION DETAIL

PHARMACY (19" x 12'-5") 19.6
 LIQUOR (19" x 8'-0") 13.4
 WALGREENS (50" x 38'-0") 161.1

TOTAL 194.1 #

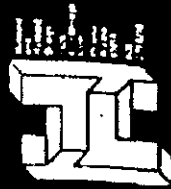
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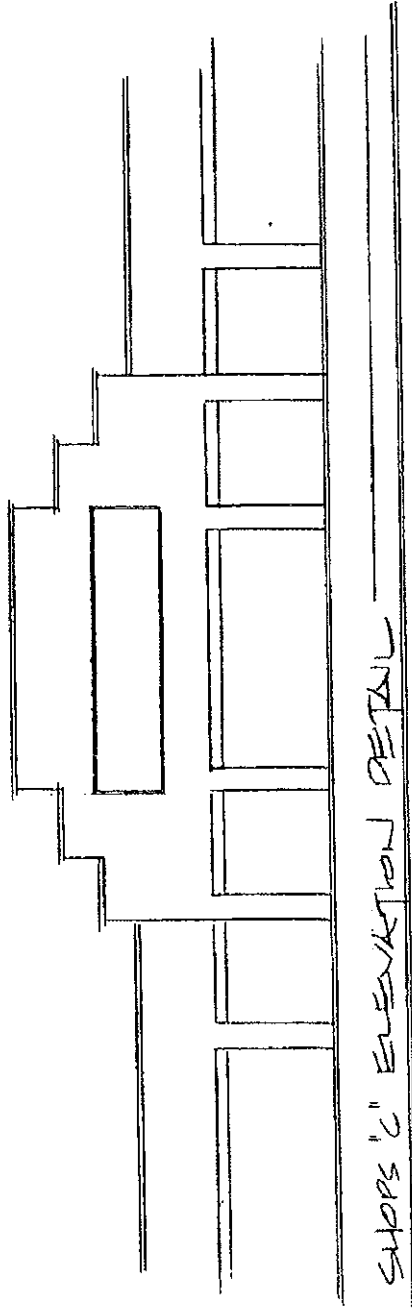
**CHRISTY
SIGNS**

1825 S. BLACK CANYON
 PHOENIX, ARIZONA 85009

242-4488

CLIENT _____
 ADDRESS _____
 CITY _____
 TELEPHONE _____
 SALESMAN _____
 SCALE _____
 DATE _____
 DESIGNER _____





SUPPS 'C' ELEVATION DETAIL

(PROTOTYPICAL DRAWING)

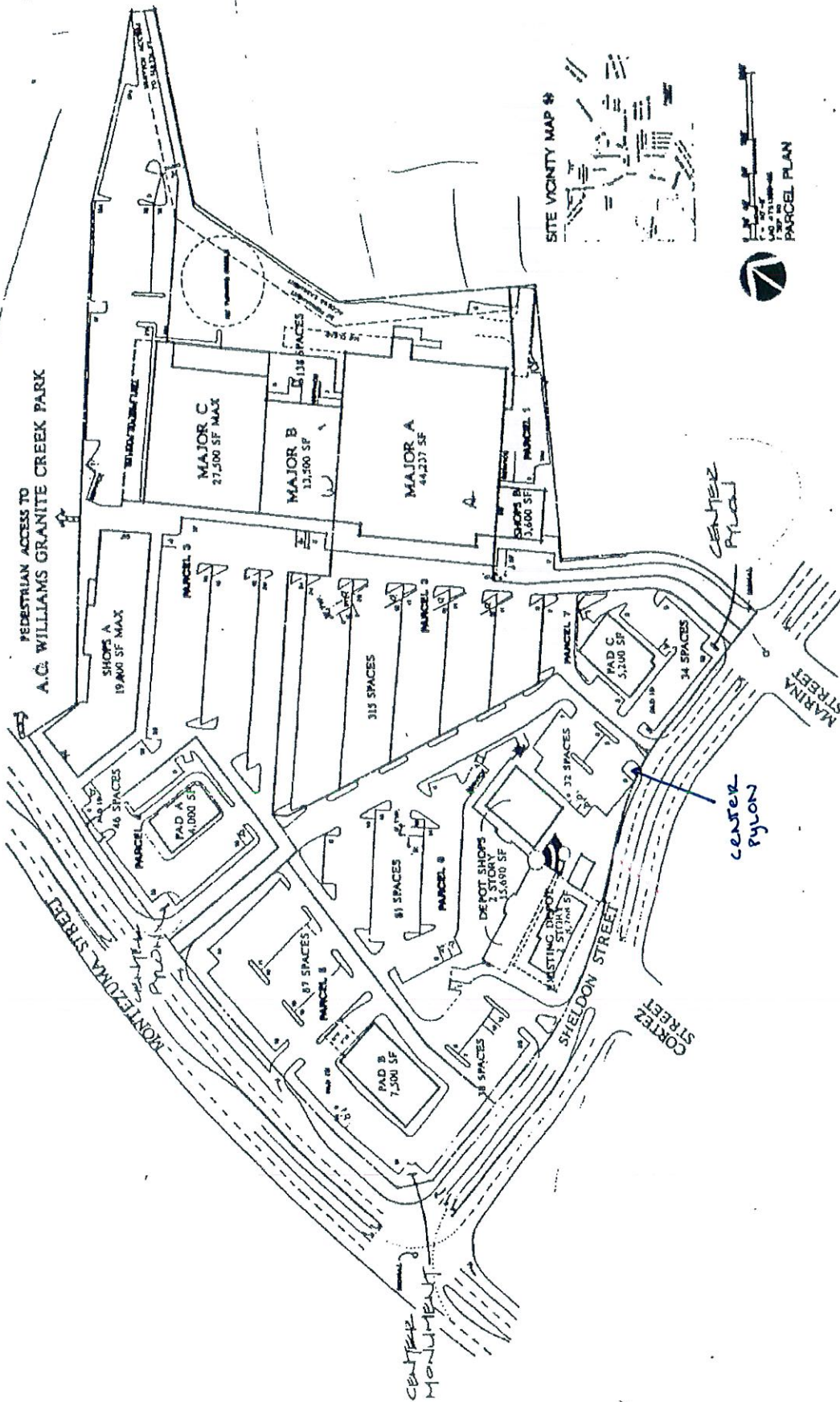
16

**CHRISTY
SIGNS**

1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009
242-4488

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ADDRESS _____
CITY _____
TELEPHONE _____
SALESMAN _____
SCALE _____
DATE _____
DESIGNER _____





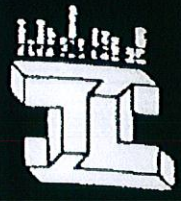
OCTOBER 3, 2013

17

**CHRISTY
SIGNS**

1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009
242-4488

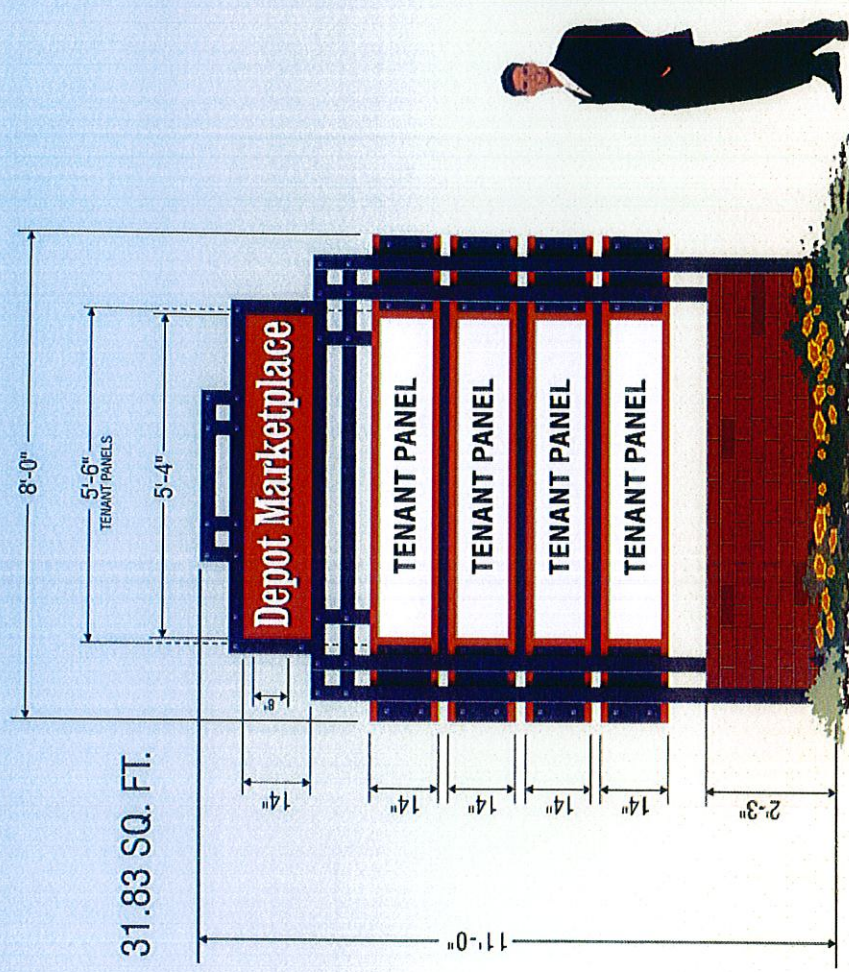
CLIENT	ADDRESS
CITY	TELEPHONE
SALSMAN	SCALE
DATE	DESIGNER



SIGNS PLUS
 9200 Valley Rd.
 Prescott Valley,
 Arizona
 86314
 800-257-5095
 LOCATION:
 ANYWHERE, PRESCOTT, AZ
 PROJECT:
 DEPOT MARKETPLACE

Account Executive:
 DALE JOHNSON
 Designer:
 R. Contreras
 Design Number:
 07.22.2013-050
 DATE:
 07/30/2013
 SCALE:
 AS NOTED
 REVISIONS:
 AS NOTED
 DATE: 07/30/2013
 DATE: 07/30/2013
 DATE: 07/30/2013

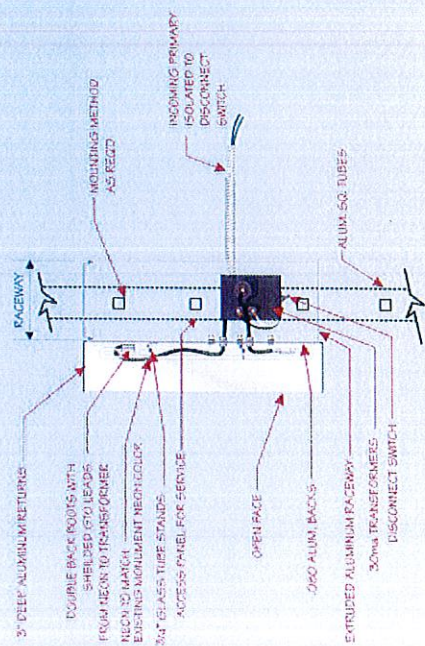
SHEET:
 1 OF 1



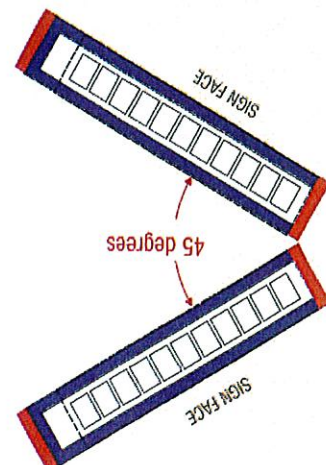
SITE PHOTO SURVEY - PROPOSED V-SHAPED MONUMENT SIGN

SCALE: 1/2"=1'-0"

FABRICATED ALUMINUM PAINTED TO MATCH EXISTING SIGNS
 BRICK BASE TO MATCH EXISTING SIGNS



TYPICAL / RACEWAY MOUNTED - CHANNEL LETTER NEON ILLUM. CROSS SECTION



TOP VIEW
 EXACT ANGLES
 TO BE DETERMINED

For Information on this Criteria

Or Signage in This Criteria

Please Contact

Signs Plus

9200 Valley Road

Prescott Valley, AZ 86314

(928) 772-4070

Dale Johnson

Gary Johnson

COUNCIL AGENDA MEMO

construction of these improvements, which carried over into FY 14.

Bid Results

Due to limited funding availability the project was divided into two (2) parts with a base bid and bid alternate to provide the potential for performance of more work should bid prices be favorable. The base bid includes drainage improvements on Coal Drive and Dragonfly Drive. The bid alternate includes additional drainage improvements on Cactus Place.

A mandatory pre-bid meeting was held on September 11, 2013. Eight (8) bids were received on September 26, 2013, five (5) of which are below budget, including the low bid from ABC Asphalt, LLC. The favorable results will allow the entire project as designed to be constructed in its entirety.

<u>Bidder</u>	<u>Location</u>	<u>Base Bid</u>	<u>Bid Alternate</u>	<u>Total Bid</u>
ABC Asphalt, LLC	Phoenix, AZ	\$ 142,252.50	\$ 47,092.00	\$ 189,344.50
JNL Contracting, Inc.	Payson, AZ	\$ 171,130.96	\$ 49,681.92	\$ 220,812.88
Alliance Streetworks	Camp Verde, AZ	\$ 172,351.00	\$ 55,315.00	\$ 227,666.00
R. Blume Underground	Prescott, AZ	\$ 178,008.12	\$ 51,382.16	\$ 229,390.28
CLM Earthmovers	Prescott, AZ	\$ 192,101.79	\$ 49,302.00	\$ 241,403.79
Asphalt Paving and Supply	Prescott Valley, AZ	\$ 238,774.50	\$ 71,628.40	\$ 310,402.90
Fann Contracting, Inc.	Prescott, AZ	\$ 256,103.00	\$ 57,886.00	\$ 313,989.00
R.K. Sanders	Phoenix, AZ	\$ 245,006.00	\$ 71,135.00	\$ 316,141.00
Engineer's Estimate		\$ 180,488.00	\$ 71,305.00	\$ 251,793.00

Written confirmation of their bid has been received from the low responsive bidder, ABC Asphalt, LLC. Verification of the company's license, bonding, references, and past performance of similar projects has been completed.

Schedule

The contract allows ninety (90) calendar days for completion of the work with project milestones listed below:

Award of Contract	October 22, 2013
Pre-Construction Meeting	October 28, 2013
Notice to Proceed (NTP)	November 4, 2013
Substantial Project Completion	February 2, 2014

Financial Impact

This project is funded through the Yavapai County Flood Control District IGA for FY 2014 in the amount of \$250,000.00.

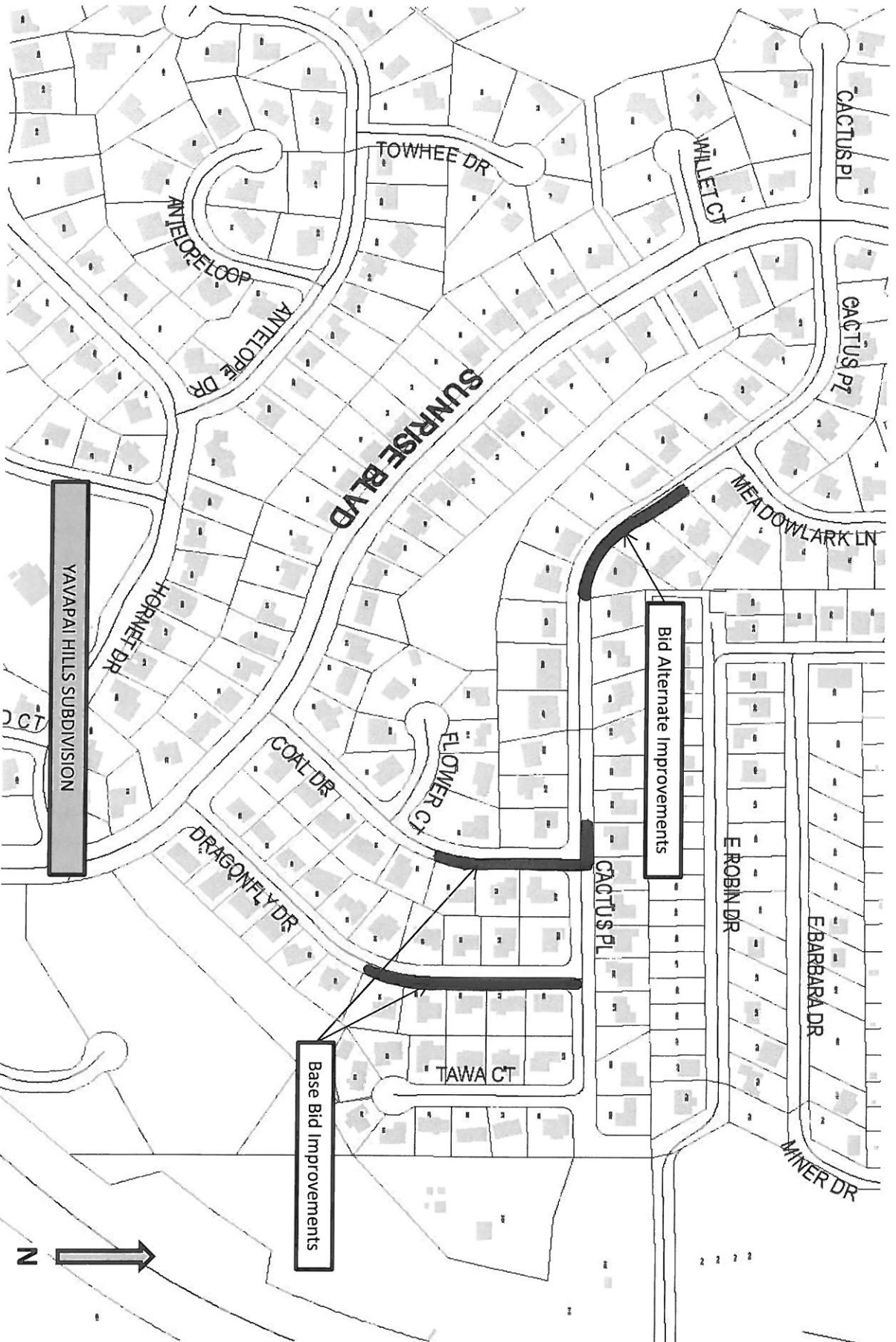
Agenda Item: Award of bid and contract for the Yavapai Hills Localized Drainage Improvements Project to ABC Asphalt, LLC, in the amount of \$189,344.50

Attachments

1. Yavapai Hills Drainage Map

Recommended Action: MOVE to award the bid and contract for the Yavapai Hills Localized Drainage Improvements Project to ABC Asphalt, LLC, in the amount of \$189,344.50.

YAVAPAI HILLS LOCALIZED DRAINAGE IMPROVEMENTS



COUNCIL AGENDA MEMO

The Serving of Liquor in the Adult Center at Present

The City does not have a liquor license for the Adult Center; the City's only present license is for Antelope Hills. When a liquor license is required for an event at the Adult Center, it is of the Series 15 Special Event type. Should Council approve the lease amendment and the proposed liquor license be obtained, the serving of any and all liquor thereafter could only be done by the Adult Center (neither groups renting space for events nor other parties with special event licenses would be permitted to serve liquor), or City, as a reserved right provided for in the lease amendment.

Amendment to the Adult Center of Prescott Lease Agreement

The Amendment would authorize the Adult Center to obtain a liquor license restricted to the serving of liquor at individual, on-premises events described in the "Item Summary" above. If a school is constructed on the property, the authorization of the Adult Center to have a liquor license "... shall terminate unless continuation of the liquor license is formally approved at that time by the Prescott City Council."

Process for Consideration of a Liquor License for the Adult Center

The process forward is as follows:

1. Action on approval of the amended lease (via ordinance adoption) - October 22, 2013

If the Lease Amendment is approved

2. Application for the liquor license by the Adult Center to the State of Arizona Department of Liquor Licenses and Control.
3. Setting of a public hearing by the Council on the Adult Center application.
4. Holding of the public hearing and action on the application by the Council.
5. Final action by the State of Arizona Department of Liquor Licenses and Control.

Attachments

1. Location and Zoning Map
2. Ordinance No. 4871-1409
3. Amendment to the Lease Agreement
4. Public Notice for October 15, 2013, consideration of the Adult Center request by the Council
5. Adult Center letter request of June 11, 2013

Agenda Item: Adoption of Ordinance No. 4871-1409 amending the facility Lease Agreement with the Adult Center of Prescott, Inc., City Contract No. 2010-124, to permit acquisition of an on-premises club liquor license

Recommended Action: MOVE to adopt Ordinance No. 4871-1409.

Agenda Item: Adoption of Ordinance No. 4871-1409 amending the facility Lease Agreement with the Adult Center of Prescott, Inc., City Contract No. 2010-124, to permit acquisition of an on-premises club liquor license

Adult Center

SE-42
SABLE LN

SE-18 (PAD)

SE-18 (PAD)

SE-18 (PAD)

SE-9 (PAD)

KENSINGTON LOT

ZAC-SR-1

E ROSSER ST

VOLEYB

WOMEN PL

GROUND ST

SE-18 (PAD)

SE-18 (PAD)

SE-18 (PAD)

SE-18 (PAD)

SE-18 (PAD)

ORDINANCE NO. 4871-1409

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING AN AMENDMENT TO THE ADULT CENTER OF PRESCOTT LEASE AGREEMENT FOR THE ROWLE P. SIMMONS COMMUNITY CENTER.

RECITALS:

WHEREAS, the City and Adult Center of Prescott ("Lessee") entered into that certain Adult Center of Prescott Lease Agreement dated February 9, 2010, for the Rowle P. Simmons Community Center (the "Lease"); and

WHEREAS, City and the Lessee now desire to amend the Lease allowing the Lessee to apply for and obtain a liquor license from the Arizona Department of Liquor Licenses and Control, to be utilized by Lessee under the terms and conditions set forth in this Amendment.

ENACTMENTS:

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

SECTION 1. THAT the Lease Amendment to the Adult Center of Prescott Lease Agreement, as more particularly set forth in Exhibit 1, attached hereto and made a part hereof, is hereby approved.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute any and all documents in order to carry out the conveyances as set forth herein.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2013.

MARLIN D. KUYKENDALL
Mayor of the City of Prescott

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL
City Clerk

JON M. PALADINI
City Attorney

**AMENDMENT TO ADULT CENTER OF PRESCOTT LEASE AGREEMENT
CITY CONTRACT NO. 2010-124**

THIS AMENDMENT TO THE ADULT CENTER OF PRESCOTT LEASE AGREEMENT ("Amendment") is entered into this ____ day of _____, 2013, by and between the CITY OF PRESCOTT, an Arizona municipal corporation ("City" or "Lessor") and THE ADULT CENTER OF PRESCOTT, INC., an Arizona non-profit corporation ("Lessee").

RECITALS:

- A. The City and Lessee entered into that certain Adult Center of Prescott Lease Agreement dated February 9, 2010 (the "Lease").
- B. The Parties now desire to amend the Lease allowing the Lessee to apply for and obtain a liquor license from the Arizona Department of Liquor Licenses and Control, to be utilized by Lessee under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Amendment, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **INCORPORATION.** The foregoing recitals are incorporated as if fully set forth herein. Unless otherwise provided for in this Amendment, the defined words, terms and phrases herein shall have the same meaning as set forth in the Lease.
- 2. **NEW SECTION H, SUBSECTION IV.** A new Section H, Subsection iv is added as follows:

Lessee may apply for and obtain from the Arizona Department of Liquor Licenses and Control ("ADLLC") a Series 14 (Private Club) Liquor License (the "Liquor License"). Upon issuance of the Liquor License to the Lessee, alcohol may be served only during Adult Center sponsored events, or events where an outside group rents the Leased Premises for a specific date and time to hold an event. Lessee may not serve liquor under the Liquor License as an on-going enterprise with regular or set operating days or hours or as a regularly operating establishment or club. The City shall be permitted to utilize its own liquor license for all City sponsored events at the Leased Premises. Lessee shall operate the Liquor License in accordance with all applicable state laws and regulations. A failure to so operate within such parameters shall constitute a fundamental breach under the Lease. Lessee shall obtain, keep and maintain insurance in not less than the minimum amounts specified in Section L below. Lessee shall name the City as an additional insured in any such insurance policy. It is

understood and agreed to by Lessee that, in the event any property adjacent to the Leased Premises is used for or occupied by a school (whether public, charter or private), that this provision allowing the obtaining of the Liquor License shall automatically terminate and the Lessee shall voluntarily surrender the Liquor License to the ADLLC upon notice and demand from the City. It is further agreed and understood by the Lessee that the City in its sole discretion may elect to terminate this provision authorizing the obtaining of the Liquor License at any time by providing sixty (60) days' written notice of intent to terminate. In the event of any termination of this provision authorizing the obtaining of the Liquor License, Lessee shall have no recourse, financial or otherwise, from the City.

3. **REVISED SECTION L.** Section L shall be amended to read as follows:

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. Lessee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on the following form basis:

Commercial General Liability – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Legal Liability (Damage to Rented Premises)	\$ 300,000
• Liquor Liability	\$1,000,000
• Director and Officers Coverage	\$1,000,000

The policies shall be endorsed to include the City of Prescott, its agents, representatives, directors, officers, officials and employees as Additional Insured using form CG2010 (10/01) or equivalent.

Lessee shall provide copies of such policy or policies to the City within fifteen (15) days of the effective date of this Amendment and upon request by the City. Liability insurance shall provide the following coverage: General Liability/ Premises Liability and Property Coverage and Bodily Injury and Property Damage which shall include coverage for all risks associated with this Lease. All insurance required pursuant to this Lease 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 A.R.S. §20-217, a copy of which certificate is to be attached to each applicable bond or binder. Lessee may, but shall not be required to, procure and maintain a policy of insurance coverings its personal

property. Except in the case of damages caused due to the acts of the City or its agents or employees, Lessor shall not be liable for any damages to the personal property of Lessee.

If Lessee fails to procure and maintain any insurance that Lessee is required to procure pursuant to this Lease, Lessor may, but shall not be required to, procure and maintain the same at Lessee's expense.

4. **AMENDMENT BINDING.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees and assigns. Each party hereto shall execute such further documents and instruments as may be reasonably requested by the other party to fully effectuate the intent of this Amendment.
5. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.
6. **MISCELLANEOUS.** Except as expressly modified by the provisions of this Amendment, the Lease shall continue unchanged in full force and effect. The persons who execute this Amendment represent and warrant that they are duly authorized by and behalf of the City and the Lessee, as the case may be, to sign this Amendment. The parties named are all of the parties and proper parties and no other signature, act or authorization is necessary to bind the parties to the terms of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Adult Center of Prescott Lease Agreement between the City and Lessee as of the date first written above.

CITY OF PRESCOTT
an Arizona municipal corporation

ATTEST:

By: _____
Marlin D. Kuykendall
Mayor

Lynn Mulhall
City Clerk

APPROVED AS TO FORM:

Jon M. Paladini
City Attorney

ADULT CENTER OF PRESCOTT, INC.,
an Arizona non-profit corporation

By: _____
Its: _____

PUBLIC NOTICE
City of Prescott
City Council
October 15, 2013

At their meeting of October 15, 2013, the Prescott City Council will consider a request by the Adult Center of Prescott, Inc., for an amendment to the facility lease, City Contract No. 2010-124, which would permit acquisition of a club liquor license for the management and financial reasons described in the request. The Adult Center, Inc., is located within the Rowle P. Simmons Community Center at 1280 E. Rosser Street, Prescott, AZ, within a Neighborhood Oriented Business (NOB) zoning district. If approved, the lease amendment will restrict the serving of liquor to individual, on-premises events sponsored by the Adult Center of Prescott, Inc.

Persons with an interest in the lease amendment request may appear and be heard at the City Council meeting to be held at 3:00 pm, Tuesday, October 15, 2013, in the City Council Chambers, 201 South Cortez Street, Prescott, AZ 86303. We welcome you to share this information with other individuals who may have interest in the item as well.

Following consideration of the request, the lease amendment may be placed on the agenda of the Council's regular voting meeting on October 22, 2013, or a subsequent meeting, for further consideration and action. The agendas for these City Council meetings, when published, can be viewed at City Hall, and online at www.prescott-az.gov.

The City of Prescott endeavors to make all public meetings accessible to persons with disabilities. With 48 hours advance notice, special assistance can also be provided for sight and/or hearing impaired persons at public meetings. Please call 777-1100 (voice) or (TDD) to request an accommodation to participate in this meeting.

Adult Center OF PRESCOTT, INC.

Recreational, Social & Educational Opportunities for 18 Years & Older
Prescott's Place to Play!

in the Rowle P. Simmons Community Center
1280 E. Rosser Street, Suite B
Prescott, AZ 86301-5651
(928) 778-3000 - Fax (928) 541-0595
Email: acenter@adultcenter.org
Website: www.adultcenter.org

June 11, 2013

The Mayor and City Council
201 S. Cortez Street
Prescott, AZ 86302

Dear Mayor Marlin Kuykendall, and Council Members Charlie Arnold, Alan Carlow, Steve Blair, Chris Kuknyo, Jim Lamerson, and Len Scamardo:

The Adult Center has for some time sought to obtain a "club" liquor license so that it may sell alcoholic beverages at events at the facility. Many social events take place here and we could greatly benefit from the income. As you know, the city's much-appreciated contributions will end soon, and we need to find new sources of funds. We are exploring many options, but the liquor license holds by far the greatest potential income stream.

In addition, by having this license the Adult Center can control the use of alcohol at the Center. This would provide greater protection against a private party serving minors, and from alcohol-related incidents that might arise absent the strict supervision of alcohol use that the Center can supply.

Approximately 1 year ago, Mr. Kidd sent us a rough draft of a lease addendum authorizing us to obtain a liquor license, with conditions. There has been no action since. Mr. Paladini suggested that we begin anew with this letter.

Accordingly, we request the Mayor and City Council take up consideration of the attached draft addendum to the lease agreement in all substantive parts identical to that prepared by Mr. Kidd. Also attached for your information are his original draft, and the existing lease.

The key aspects of the changes are: liquor license liability of \$1 million, and termination of the license (except in the case of re-approval by the City Council) should a school be built next to the Adult Center. Although Mr. Kidd proposed liquor liability of \$2 million, our insurance carrier has indicated that standard coverage is \$1 million and that to have \$2 million in coverage, we would have to buy another policy. It declined to offer a premium without knowing sales figures which we obviously do not have. Be assured that, should volume warrant, we will investigate increased coverage. The specific provision (paragraph 7, section I, page 7) holding the City harmless from any action arising out of use of the Adult Center remains in effect.

We are here to answer any questions you may have. We look forward to working with you on this matter.

Respectfully,



Deborah McCasland
President, Board of Directors
Adult Center of Prescott Inc.

Attachments: Draft Addendum
Mr. Kidd's Draft
Current Lease

Agenda Item: Adoption of Ordinance No. 4870-1408, rezoning 3 ± acres of the Granite Dells Estates property, and approval of the associated Preliminary Plat to create 208 residential lots and two commercial lots (RZ13-002 and PP13-001; Owner: Michael Fann)

residential units was not allocated at that time, but will be considered at such time as the owner develops subsequent phases of the larger project.

Current Proposal

There are two components to the current proposal:

Preliminary Plat (Attachment 2). Following the Master Plan approved in June, the preliminary plat is for a Planned Area Development (PAD), with a total of 208 residential lots and two commercial lots, on approximately 133 acres. The 208 residential lots will be located within the Single-Family 6 zoning district, and lot sizes range from approximately 6,500 square feet to 21,000 square feet. The preliminary plat meets the requirements for a PAD (minimum 25% designated open space), and the lots sizes may be reduced if necessary. The required maximum lot coverage is 50%.

Rezoning (Attachment 3). Approximately three acres of the northwestern portion of the Granite Dells Estates development are proposed to be rezoned to Single-Family 6. The intent is to align the zoning district boundaries with the separation of residential and business uses.

Planning and Zoning Commission Recommendation

Issues for consideration of the Granite Dells Estates preliminary plat and rezoning by the Planning and Zoning Commission included consistency with the General Plan, consistency with other land use plans (e.g. Airport Master Plan and the ASAP), compatibility with current zoning and nearby uses, suitability of the property for the proposed uses, and infrastructure and service impacts. The Commission voted unanimously to recommend approval of both requests.

It was also recommended by the Planning and Zoning Commission that location of subdivision identification signage be shown on the final plat. Subdivision signage is typically located in a sign easement or common area maintained by the property owners' association.

Financial Impact

None.

Attachments

1. Master Plan
2. Preliminary Plat
3. Rezoning Map
4. Ordinance No. 4870-1408

Agenda Item: Adoption of Ordinance No. 4870-1408, rezoning 3 ± acres of the Granite Dells Estates property, and approval of the associated Preliminary Plat to create 208 residential lots and two commercial lots (RZ13-002 and PP13-001; Owner: Michael Fann)

5. Ordinance No. 4870-1408, Exhibit A

Recommended Action (separate motions):

- 1) **MOVE** to approve PP13-001, a Preliminary Plat for Phase 1A of Granite Dells Estates, subject to the condition that subdivision identification signage locations be shown on the Final Plat and situated within sign easements or common areas maintained by the property owners' association.
- 2) **MOVE** to adopt Ordinance No. 4870-1408.



NORTH

0400800

DRAWING SCALE
1 inch = 400 Feet, Horizontal
(This scale is valid for
22"x34" sheets only)
2' CONTOUR INTERVAL

SUBDIVISION MASTER PLAN

GRANITE DELLS ESTATES

LOCATION MAP
NOT TO SCALE

NON-RESIDENTIAL

PRODUCT	AREA
INDUSTRIAL GENERAL	16 AC.
BUSINESS GENERAL	47 AC.
EQUESTRIAN CENTER	13 AC.

RESIDENTIAL DWELLING UNITS (D.U.)

PRODUCT	COUNT	AREA	MASS GRADED
55'x125'	106	0.16 AC.	YES
60'x120'	99	0.17 AC.	YES
70'x125'	101	0.20 AC.	YES
75'x125'	42	0.21 AC.	YES
95'x130'	60	0.28 AC.	YES
CUSTOM	66	0.50 AC.	YES
CUSTOM	92	0.75 AC.	YES
CUSTOM	82	1 AC.	YES
EQUESTRIAN	56	2 AC.	NO
CUSTOM	54	2-3 AC.	NO
MULTI-FAMILY	388	18.8 AC.	YES
WORKFORCE	160	28 AC.	YES
TOTAL	1,306		

REQUESTED WATER ALLOCATION = 1,306 D.U.

OWNER

GRANITE DELLS ESTATES PROPERTIES, INC.
GRANITE DELLS ESTATES PROPERTIES II, INC.
1403 INDUSTRIAL WAY
PRESCOTT, ARIZONA 86301
(928) 778 - 0170
PROJECT CONTACT: MICHAEL FANN

ENGINEERS/SURVEYORS

DRAWN: RJW DESIGN: KDH JOB#: 614-18
DATE OF PREPARATION: 8/15/2013
DATE OF REVISIONS:

LYON ENGINEERING

Civil Engineers • Land Surveyors

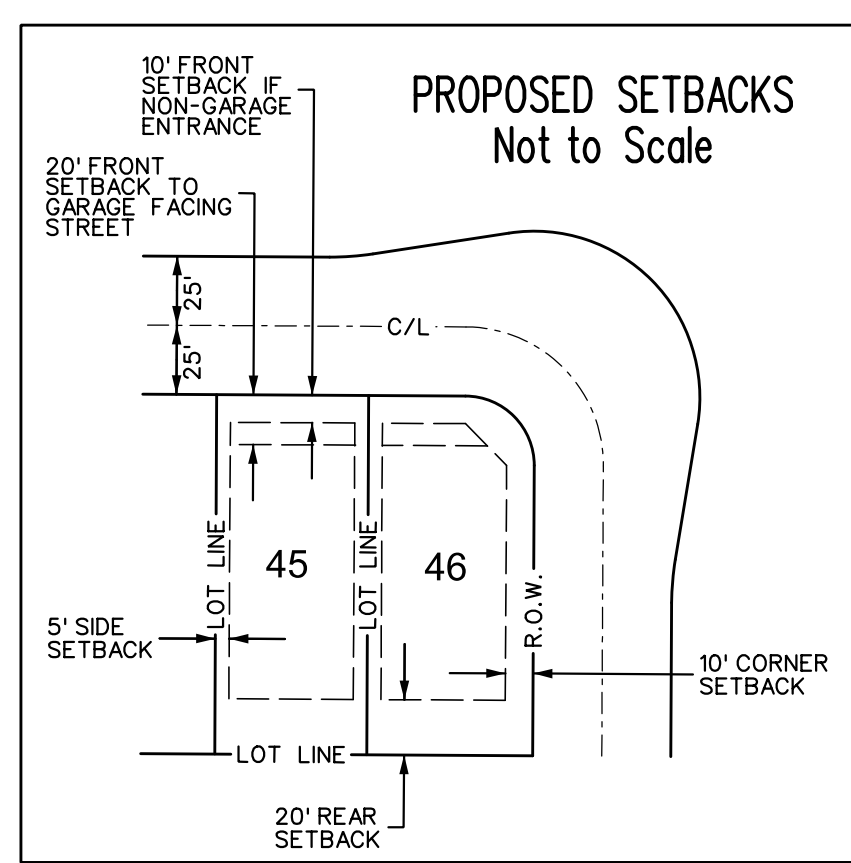
1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750
FAX: (928) 776-0605

EXHIBIT
USE
ONLY

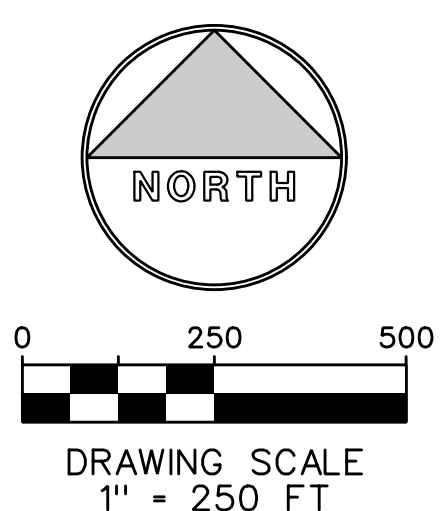
SHEET: 1 OF 1

PRELIMINARY PLAT INTERSECTION LEGEND	
①	FUTURE SIGNALIZED INTERSECTION
②	POTENTIAL NORTHBOUND RIGHT IN / RIGHT OUT SPACED MINIMUM 330' FROM INTERSECTION (FEASIBILITY TO BE DETERMINED DURING FINAL DESIGN BASED ON SIGHT DISTANCES AND VERTICAL DESIGN)
③	ROUNDAABOUT
④	POTENTIAL EASTBOUND RIGHT IN / RIGHT OUT SPACED MINIMUM 330' FROM INTERSECTION (FEASIBILITY TO BE DETERMINED DURING FINAL DESIGN BASED ON SIGHT DISTANCES AND VERTICAL DESIGN)

PRELIMINARY PLAT LAND OWNERSHIP LEGEND			
ID	OWNER	A.P.N.	BOOK AND PAGE
(A)	NATIONAL BANK OF ARIZONA	103-01-582	BK. 54, PGS. 92-94
(B)	CARLSON PAUL W	103-01-579C	BK. 54, PGS. 92-94
(C)	CONERY SHARON R TRUST	103-01-042	BK. 3001, PG. 339
(D)	JOHN W WRIGHT	103-01-043A	BK. 3001, PG. 340
(E)	HECKETHORN THOMAS DAVID & BETTY C JT	103-01-040T	N/A
(G)	HECKETHORN THOMAS DAVID & BETTY C JT	103-01-040K	N/A

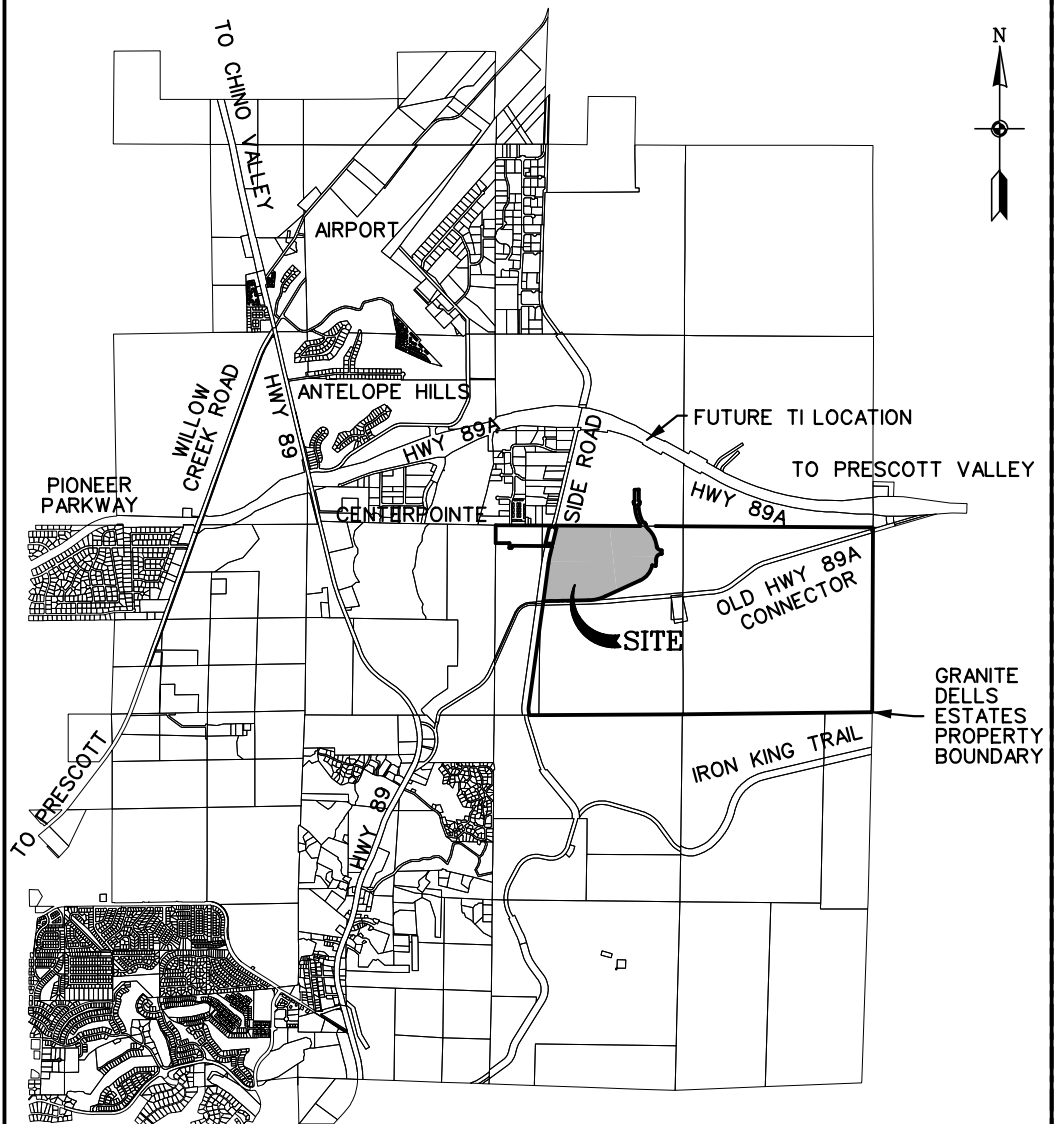


Phase 1A Tract Areas		
Tract ID	Area (sq ft)	Area (acres)
A-A	4,350	0.10
A-B	9,729	0.22
A-C	148,114	3.40
A-D	24,235	0.56
A-E	3,369	0.08
A-F	15,001	0.34
A-G	1,237	0.03
A-H	3,369	0.08
A-I	51,732	1.19
A-J	180,430	4.14
A-K	12,243	0.28
A-L	4,200	0.10
A-M	86,687	1.99
A-A-A	1,168,262	26.77
Total	1,711,556	39.29



PRELIMINARY PLAT FOR GRANITE DELLS ESTATES PHASE 1A P.A.D.

LOCATION MAP NOT TO SCALE



DESCRIPTION OF PROJECT

GRANITE DELLS ESTATES PHASE 1A WILL CONSIST OF 2 BUSINESS GENERAL TRACTS AND 208 SINGLE FAMILY RESIDENTIAL LOTS ON APPROXIMATELY 133 ACRES.

SITE DATA

ACCESSOR PARCELS NUMBERS: 103-04-001L, 103-04-001P
NET SITE AREA - 133.34 ACRES
OPEN SPACE AREA - 39.29 ACRES (29.5%)
2 BUSINESS GENERAL TRACTS
14 OPEN SPACE AND COMMON AREA TRACTS
208 SINGLE FAMILY SF-6 LOTS

ZONING

CURRENT ZONING: BG AND SF-6

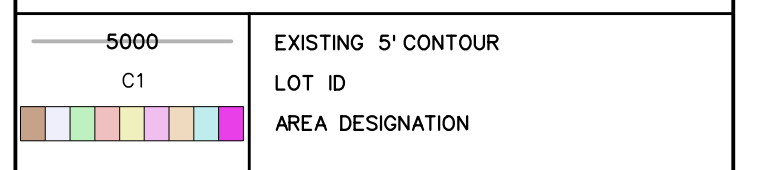
UTILITIES

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

LEGAL DESCRIPTION

PORTIONS OF SECTION 6, TOWNSHIP 14, NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

SYMBOL LEGEND



BENCHMARK

CITY OF PRESCOTT DATUM - NGS 5346
IN PRESCOTT, YAVAPAI COUNTY, COUNTY COURTHOUSE
GROUNDS AT THE BUCKY O'NEIL STATUE IN THE REAR
CONCRETE BASE, A USGS STANDARD CAP STAMPED
"5346 PRSC" AND RIVETED ON THE TOP OF 3.5" IRON PIPE
ELEVATION - 5357.359 NAVD 88

OWNER

GRANITE DELLS ESTATES PROPERTIES, INC.
GRANITE DELLS ESTATES PROPERTIES II, INC.
1403 INDUSTRIAL WAY
PRESCOTT, ARIZONA 86301
(928) 778 - 0170
PROJECT CONTACT:
MICHAEL FANN

ENGINEERS/SURVEYORS

DRAWN: KDH DESIGN: KDH JOB#: 614-18

DATE OF PREPARATION: 10/17/2013

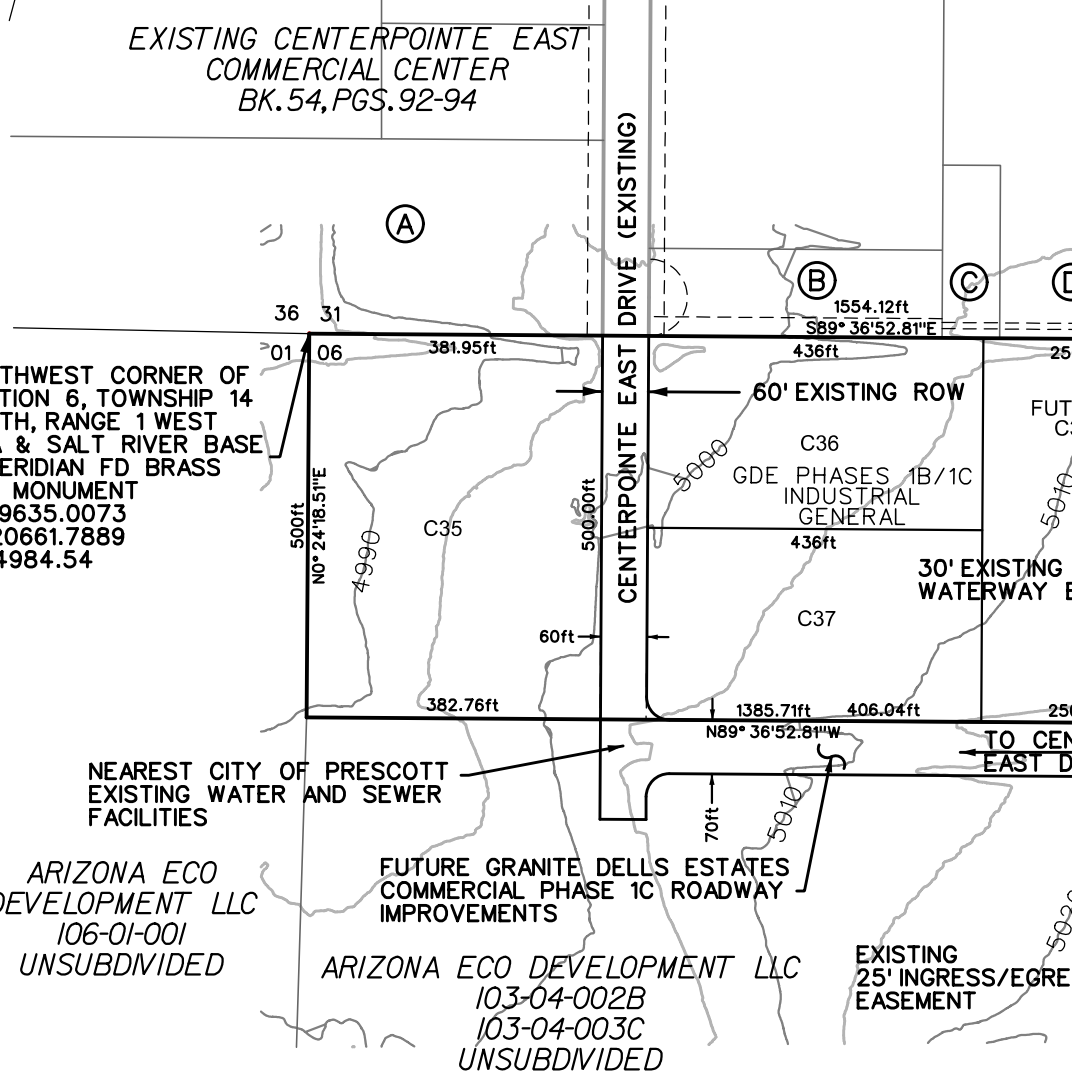
LYON ENGINEERING
Civil Engineers • Land Surveyors

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

KEVIN D. HORTON, P.E.



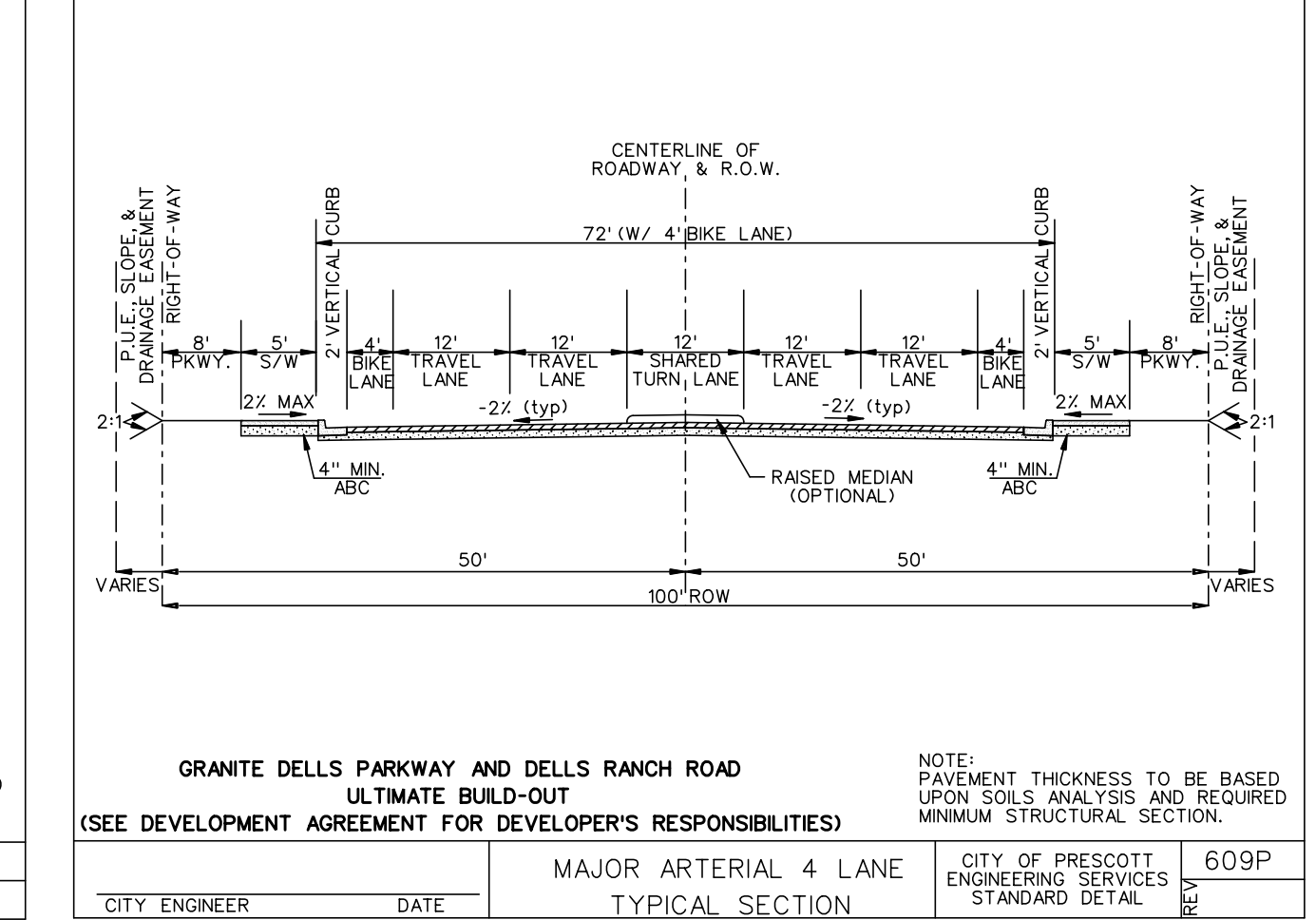
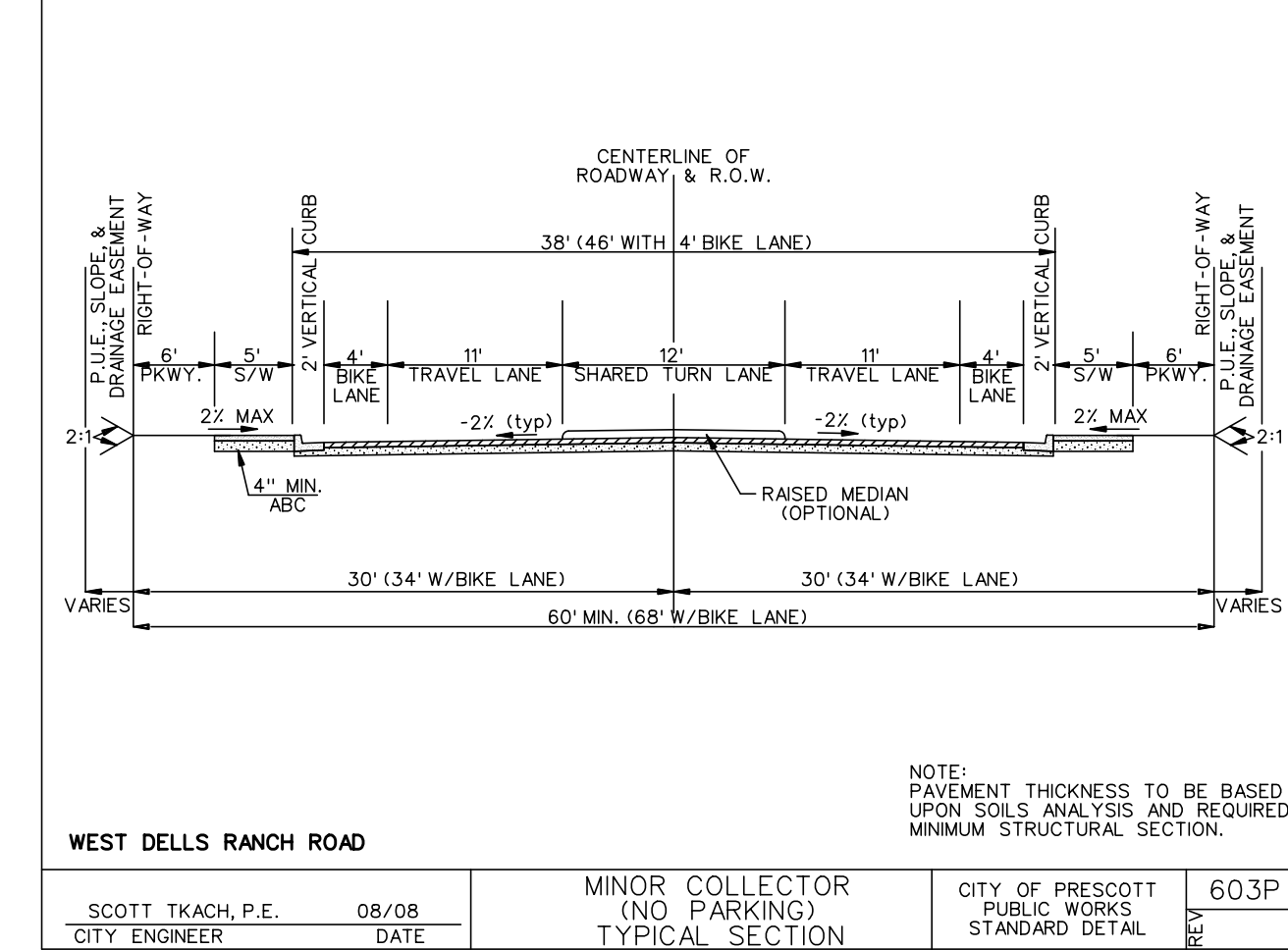
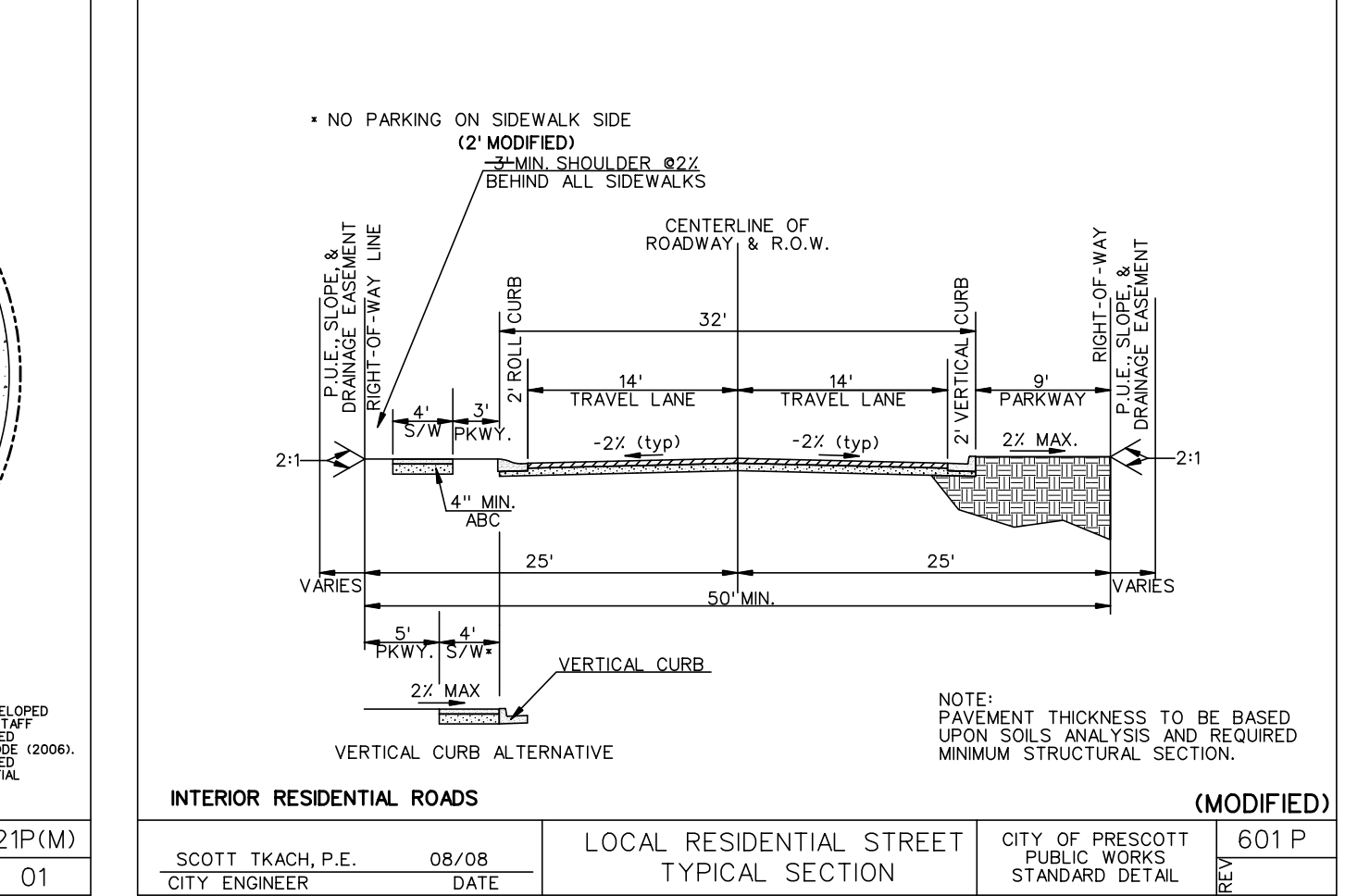
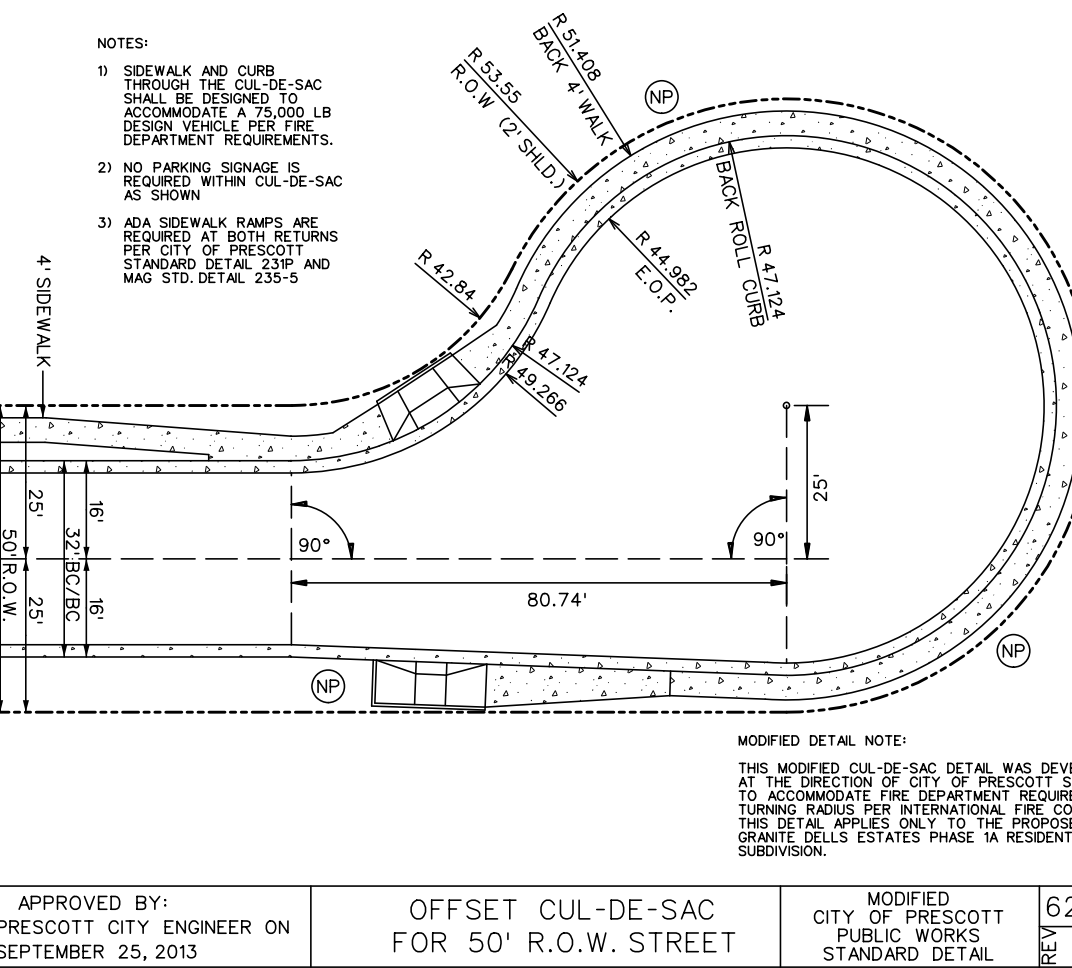
SHEET: 1 OF 1



PHASE 1A AREA SUMMARY TABLE				
LOT ID	USE FOR AREA	AREA (SF)	AREA (ACRE)	
PHASE 1A RESIDENTIAL SF-6 LOTS				
208 Lots	Single Family SF-6	2,051,290	47.09	
1A Residential Total				47.09
PHASE 1A COMMERCIAL TRACTS				
C01	Business General	530,184	12.17	
C02	Business General	288,164	6.62	
1B Commercial Total				18.79
OPEN SPACE TRACTS				
Tract A-A-A	Master Plan Open Space	545,296	12.52	
Tracts A-A - A-M	O.S., Slope, Drain, Utils.	1,166,262	26.77	
Open Space Total				39.29
PHASE 1A RESIDENTIAL RIGHT OF WAY				
Right-of-Way	City of Prescott R.O.W.	1,227,116	28.17	
Phase 1A ROW Total				28.17
Phase 1A Area Total		5,808,312	133.34	

RIGHT-OF-WAY DEDICATION NOTE:

ALTHOUGH ROADWAY, UTILITY, AND DRAINAGE IMPROVEMENTS ARE NOT PROPOSED FOR GRANITE DELLS PARKWAY SOUTH OF THE ROUNDAABOUT AS A PART OF THE PHASE 1A IMPROVEMENTS, A 100' RIGHT-OF-WAY FOR FUTURE GRANITE DELLS PARKWAY EXTENDING TO THE WEST PROPERTY BOUNDARY WILL BE DEDICATED AS A PART OF THE PHASE 1A RESIDENTIAL FINAL PLAT PER THE CITY'S REQUEST.



ORDINANCE NO. 4870-1408

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED SOUTH OF THE GRANITE DELLS PARKWAY AND STATE ROUTE 89A INTERCHANGE, FROM BUSINESS GENERAL (BG) ZONING DISTRICT TO SINGLE-FAMILY 6 (SF-6) ZONING DISTRICT.

RECITALS:

WHEREAS, the owner of certain property within the corporate limits of the City of Prescott has requested a rezoning of their property; and

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

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

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

ENACTMENTS:

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

SECTION 1. THAT the parcel of land, further described in Exhibit A, which is attached hereto and made a part hereof, is hereby rezoned as follows: from Business General (BG) zoning district to Single-Family 6 (SF-6) zoning district.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this ____
th day of _____, 2013.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL, City Clerk

JON M. PALADINI, City Attorney

Legal Description

All that portion of land lying within Section 6, Township 14 North, Range 1 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is South 89°36'53" East as measured between a found brass cap monument at the northwest corner of said Section 6 and a found 1" rebar at the northeast corner of said Section 6.)

COMMENCING at a found brass cap monument at the northwest corner of said Section 6;

Thence South 89°36'53" East, along the north line of said Section 6, a distance of 1656.83 feet to a point on the easterly abandoned railroad right of way line of the Atchison, Topeka and Santa Fe Railway, also known as the Peavine Trail, as described in Book 4545 Official Records, Page 558, Yavapai County Recorder's Office, said point also being the TRUE POINT OF BEGINNING;

Thence continuing South 89°36'53" East, along said north line, a distance of 1832.11 feet;

Thence South 00°19'13" West, a distance of 1250.08 feet;

Thence South 53°34'12" West, a distance of 113.49 feet;

Thence North 89°40'47" West, a distance of 193.81 feet;

Thence South 53°51'51" West, a distance of 226.97 feet;

Thence South 84°24'49" West, a distance of 918.84 feet;

Thence South 10°09'32" West, a distance of 545.92 feet;

Thence South 88°41'49" West, a distance of 681.29 feet to a point on said easterly abandoned railroad right of way line of the Atchison, Topeka and Santa Fe Railway;

Thence North 07°54'50" East, along said easterly abandoned railroad right of way line, a distance of 1062.18 feet;

Thence along a tangent curve, along said easterly abandoned railroad right of way line, concave to the southeast, having a radius of 2763.24 feet, a central angle of 05°40'00", an arc length of 273.29 feet, a chord bearing of North 10°44'50" East and a chord length of 273.18 feet;

Thence North 13°34'50" East, along said easterly abandoned railroad right of way line, a distance of 729.89 feet;

Thence North 76°21'19" West, along said easterly abandoned railroad right of way line, a distance of 50.00 feet;

Thence North 13°34'50" East, along said easterly abandoned railroad right of way line, a distance of 64.93 feet to the TRUE POINT OF BEGINNING.

Containing 3,259,159.11 square feet or 78.82 acres, more or less.

08/15/13

LE #614-18

GDE PH1A Rezone.doc

