PRESCOTT CITY COUNCIL
JOINT STUDY SESSION/
SPECIAL MEETING AGENDA

PRESCOTT CITY COUNCIL
PUBLIC MEETING
TUESDAY, NOVEMBER 20, 2007
3:00 P.M.

CITY COUNCIL CHAMBERS
201 S. Cortez Street
Prescott, AZ 86303
(928) 777-1100

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

Call To Order

Introductions and Pledge of Allegiance: Councilman Bob Roecker

Roll Call:

Mayor Simmons
Councilman Bell
Councilman Blair
Councilman Lamerson
Councilman Luzius
Councilman Roecker
Councilwoman Suttles

- SUMMARY OF CURRENT OR RECENT EVENTS

NOTE: *Anyone wishing to speak regarding an item on the agenda must address the Council using the microphone at the podium.*

THE CITY OF PRESCOTT ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. WITH 48 HOURS ADVANCE NOTICE, SPECIAL ASSISTANCE CAN BE PROVIDED FOR SIGHT AND/OR HEARING IMPAIRED PERSONS AT PUBLIC MEETINGS. PLEASE CALL 777-1272 OR 777-1100 (TDD) TO REQUEST AN ACCOMMODATION TO PARTICIPATE IN THIS MEETING.

STUDY SESSION

I. DISCUSSION ITEMS

A. Approval of application to the National Tactical Officers Association for grant funds in the amount of $16,660 for the purchase of Special Weapons and Tactics Team (SWAT) equipment.

B. Adoption of Resolution No. 3868-0836 - A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement with the State of Arizona for inspection of bridges within the City limits conducted by the Department of Transportation and authorizing the Mayor and Staff to take any and all steps necessary to accomplish the above.

C. Approval of Supplemental Agreement One to Contract 07-261 with Thomas Reilly & Associates Architects, LLC for architectural design services to remodel the Engineering Services Building (formerly Central Garage & Streets) in the total amount of $63,140.00.

D. Idylwild Tract:

1. Approval of second replat of Lots 155-18, 181-184 and portions of Lots 154, 159 and 180 of the Idylwild Tract.

2. Adoption of Resolution No. 3869-0837 - Repealing Resolution 3224 approving a Development Agreement 00-001, John and Ruth Blocker, APN 111-03-52B and 052C, RE07-033.

E. Approval of maintenance billing from SirsiDynix for the Yavapai Library Network's shared automation system in the amount of $79,413.48.

F. Approval to purchase 41 new computers for the Prescott Public Library from Gateway, Inc. in the amount of $51,594.11.

G. Approval of the Minutes of the Prescott City Council Study Session held October 16, 2007, the Prescott City Council Special Meeting of October 23, 2007, and the Prescott City Council Regular Meeting held October 23.

H. Selection of items to be placed on the Consent Agenda for the Regular Voting Meeting of November 27, 2007.

II. ADJOURNMENT

SPECIAL MEETING

I. Call to Order.

II. REGULAR AGENDA

A. Consideration of Request to Reconsider the Fann Annexation at the November 27, 2007, City Council Meeting.

B. Consideration of Request to Reconsider the Fann Development Agreement at the November 27, 2007 City Council Meeting.

C. Recess into Executive Session.

III. EXECUTIVE SESSION

A Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to ARS 38-431.03(A)(1)

1. Annual review of City Clerk.

B. POST EXECUTIVE SESSION:

1. Consideration of employment agreement for City Clerk.

IV. Adjournment.

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.

_____
Elizabeth A. Burke, MMC, City Clerk

I-A

COUNCIL AGENDA MEMO – November 20 & 27, 2007
DEPARTMENT: POLICE
AGENDA ITEM: Recommendation for Council to approve application to The National Tactical Officers Association, Doylestown, PA. for grant funds in the amount of $16,660 for the purchase of Special Weapons and Tactics Team (SWAT) equipment.

M
L
S
M

Approved By:	Date:
Department Head: Randy Oaks, Chief of Police	11/13/07
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	11/14/07

BACKGROUND

The City of Prescott Police Department has identified the availability to apply for and obtain grant funds from the National Tactical Officers Association (NTOA) in order to purchase needed Prescott Police Department Special Weapons and Tactics team equipment not currently available for purchase with City budgeted funding.

The Prescott Police Department SWAT team is made up of eleven officers, four negotiators and one medical support person. If funded, our NTOA grant request will provide the purchase of the following equipment.

1.	Seven (7) tactical team body armor: (P.A.C.A. SV2/4KGS3A Tactical Ballistic Vest)	$7,895
2.	Sixteen (16) Under Armor cold weather gear. (Boot socks, hood, gloves, leggings, shorts, pullovers)	$5,000
3.	One (1) Armor Holdings Ballistic Shield/Instructor Training	$2,647
4.	Fifteen (15) Camebak Hydration systems (12- 3 liter ThermoKab, 2-BMF and 1-Medback)	$1,118
	TOTAL:	$16,660

The National Tactical Officers Association may fund the entire funding request or only a portion there of. The listed items are listed and will be submitted in order of importance to our SWAT team.

Recommended Action: Move to approve application to The National Tactical Officers Association, Doylestown, PA. for grant funds in the amount of $16,660 for the purchase of Special Weapons and Tactics Team (SWAT) equipment.

I-B

M	COUNCIL AGENDA MEMO – November 20, 2007
L	**DEPARTMENT:** Engineering Services
S	**AGENDA ITEM:** Adoption of Resolution No. 3868-0836 approving an intergovernmental agreement with the State of Arizona to provide bridge inspection services by the Department of Transportation
M	

Approved By:	**Date:**
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	11/15/07

Item Summary

Approval of this item will allow the City to enter into an intergovernmental agreement with the State of Arizona for inspection of bridges within City limits by the Department of Transportation (ADOT).

Background

In past years, the City has contracted with ADOT to provide needed inspection services for all bridges within City jurisdiction. Recently, the Federal Highway Administration (FHWA) issued order 23 United States Code 151, which adopted National Bridge Inspection Standards (NBIS). The NBIS requires all states to conduct or have conducted inspection of all bridges within the state which are in the National Bridge Inspection (NBI) inventory. Essentially all of bridges which heretofore have been inspected by ADOT qualify under this program.

Budget

The State will cover the cost of Local Agency bridge inspections. There will be no direct cost to the City. The inspection service will be paid for by means of an adjustment to the percentage of Federal bridge funding allocated to off-system Highway Bridges. The City will provide traffic control for bridge inspections, when necessary, at no cost to the State. Costs for recommended maintenance and repair will remain the responsibility of the City.

Attachments
- Resolution
- Intergovernmental Agreement

Recommended Action: MOVE to adopt Resolution No. 3868-0836.

RESOLUTION NO. 3868-0836

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR INSPECTION OF BRIDGES WITHIN THE CITY LIMITS CONDUCTED BY THE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City and State of Arizona wish to enter into a certain intergovernmental Agreement to provide bridge inspection services within the City limits by the Department of Transportation (ADOT).

WHEREAS, in past years the City has contracted with ADOT to provide needed inspection services for all bridges within City jurisdiction. The Federal Highway Administration (FHWA) issued Order 23 United States Code 151, which adopted National Bridge Inspection Standards (NBIS). The NBIS requires all states to conduct or have conducted inspection of all bridges within the state which are in the National Bridge Inspection (NBI) inventory. Essentially all of bridges which heretofore have been inspected by ADOT qualify under this program.

WHEREAS, this IGA shall supersede and replace all prior agreements and resolutions between the parties with respect to the providing of bridge inspection services; and

WHEREAS, the City of Prescott and the State of Arizona have the authority to enter into the foregoing agreement pursuant to ARS Sections 11-952, 26-307 and 26-308.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with the State of Arizona for inspection of bridges within City limits by the Department of Transportation (ADOT), as set forth in Exhibit "A" which is attached and made a part hereof. This agreement shall supersede and replace all prior resolutions and intergovernmental agreements pertaining to the providing of bridge inspection services.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27th day of November, 2007.

ROWLE P. SIMMONS, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

IGA File No.: I
AG Contract No.: P001-2007-XXXXXX
Project No.:
Project:
Section:
TRACS No.:
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND

THIS AGREEMENT is entered into this date _____, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the Local Agency, acting by and through its and (the "Local Agency"). The State and the Local Agency are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. By order of 23 United States Code 151, the Federal Highway Administration (FHWA) in coordination with the American Association of State Highway and Transportation Officials (AASHTO) has implemented bridge inspection standards under 23 Code of Federal Regulations 650 subpart C, The National Bridge Inspection Standards (NBIS). The NBIS requires that State must inspect, or cause to be inspected, all highway bridges located on public roads, with some exceptions The NBIS outline requirements for inspection frequency and procedures that each State's must follow, including routine, in-depth, underwater and fracture critical member inspections, load rating, and scour plans of action. Compliance with of the NBIS is a required component in order to be eligible for Federal-Aid Highway Bridge funding.

4. A Local Agency has the authority to perform NBIS inspections on its Public bridges. Currently, some local agencies throughout the State perform such inspections. This agreement does not preclude a Local Agency from requesting to perform NBIS inspections on its public bridges.

5. The parties wish to promote consistent inspection methodologies throughout the State.

6. The State will cover the cost of Local Agency bridge inspections through adjusting the percentage of Federal bridge funding allocated to off-system Highway Bridges.

7. The State and the Local Agency wish to enter into an agreement whereby Local Agency authorizes State to perform NBIS inspections on bridges owned or controlled by the Local Agency.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows.

II DEFINITIONS:

NBI Inventoried Bridge;
A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between the openings is less than half of the smaller contiguous opening.

National Bridge Inspection Standards (NBIS);
Federal regulations establishing requirements for Inspection procedures, frequency of inspections, qualifications of personnel, inspection reports, and preparation and maintenance of a State bridge inventory. The NBIS apply to all structures defined as bridges located on all public roads.

Public Road;
Any road under the jurisdiction of and maintained by a public authority and open to public travel.

III. SCOPE OF WORK

1. The State shall:

a. Inspect NBI inventoried bridges owned by Local Agency according to the NBIS.

b. Communicate with Local Agency on a timely basis and inform Local Agency of the start date of the bridge inspection; and offer to meet with the designated representatives of Local Agency to discuss the inspection.

c. Forward the copies of completed bridge inspection report documents to the Local Agency in a timely manner, if other activities are undertaken by the State, forward the copies of the relevant documents generated for these tasks to the Local Agency.

d. Record the updated Bridge Inspection data in the ADOT database and transmit annually to the Federal Highway Administration (FHWA).

e The State will not carry out any recommended maintenance or repair activities for Local Agency bridges.

2. The Local Agency shall:

a. Allow and authorize the State to inspect NBI inventoried bridges owned by local agency according to NBIS.

b. Grant the State any necessary Rights of Entry or permits at no fee for the completion of the State's tasks under this Agreement.

c. Provide the State all the necessary relevant information and documents such as copies of bridge plans, average daily traffic counts, known deficiencies of the existing structures and additions/deletions to its bridge inventory.

d. Notify the State of all new or existing structures that may meet the NBI inventoried bridge definition. Also notify the State of any NBI inventoried bridge removal, transfer, or change of ownership.

e. Provide traffic control at no fee during the bridge inspections by the State when necessary.

f. Once Local Agency performs the recommended repair work, forward the information and the completion date to the State.

III. MISCELLANEOUS PROVISIONS

1. State may carry out its activities under this Agreement through consultants.

2. The State will not carry out any maintenance or repair activities for local agency bridges.

3. On its own discretion, Local Agency may accompany State or Consultant bridge inspection team to the bridge site and actively participate in the inspection or be an observer.

4. Local Agency may obtain a second opinion at Local Agency's expense whenever it does not agree with the State's findings and recommendations for bridge maintenance or repairs. A second opinion shall be obtained by hiring qualified bridge inspection engineers to perform an inspection per NBIS and accepted bridge inspection procedures and practices and submit the completed bridge inspection documents to the State for review and acceptance. The State will make a final recommendation.

5. The parties to this Agreement agree that neither party shall be indemnified or held harmless by the other party. However, the parties further agree that each party shall be responsible for its own negligence. Neither the State, nor any of its officers, employees, or contractors shall be liable for any damage occurring to the Local Agency's structure nor liability for any damages liability to third party unless the State or its officers, employees, or contractors cause the damages

6. This Agreement shall become effective upon filing with the Secretary of State.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. The parties agree to submit any disputes arising under this Agreement to binding arbitration before the American Arbitration Association; except that are parties to the dispute other than the State and Local Agency venue shall lie in Maricopa County Superior Court, Phoenix Arizona.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation	Local Agency
Joint Project Administration	Attn:
205 S 17th Avenue, Mail Drop 616E	Address
Phoenix, Arizona 85007	City, Arizona Zip
(602) 712-7525	Phone #
(602) 712-7424 Fax	Fax #

10. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Fulfillment of the obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall

accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

LOCAL AGENCY

By _____

TITLE

ATTEST:

By _____

Clerk

STATE OF ARIZONA
Department of Transportation

By _____
SAM MAROUFKHANI
Deputy State Engineer, Development

JPA

ATTORNEY APPROVAL FORM FOR THE _____

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the , an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement

DATED this _____ day of _____, 2007

_____

Attorney

I-C

M	COUNCIL AGENDA MEMO – November 20, 2007
L	DEPARTMENT: Engineering Services
S	AGENDA ITEM: Approval of Supplemental Agreement One to Contract 07-261 with Thomas Reilly & Associates Architects, LLC for architectural design services to remodel the Engineering Services Building (formerly Central Garage & Streets) in a total amount not to exceed $63,140.00.
M	

Approved By:	Date:
Department Head: Mark Nietupski	11-15-07
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	11/15/07

Item Summary

This item is for procurement of architectural design services to remodel and convert the current City Central Garage facility and former Streets division building at 430 N. Virginia Street to office space for current and future needs of the Engineering Services and Public Works Departments.

Background

Growth in both the Public Works and Engineering Services Departments has created the need for more space to house personnel required to provide engineering, inspection, construction management, and administrative services to deliver the City's Capital Improvement Programs (streets and utilities) and associated services for private development projects.

In conformance with the City Procurement Code, in May 2007 Thomas Reilly & Associates Architects, LLC (TRA) was selected to perform a feasibility study to evaluate the existing building for conversion to full business use maximizing the space for offices, conferencing and document archival needs. Besides evaluating the existing building systems, the study was to ascertain the suitability of using the existing approximately 23 foot high vehicle maintenance bays for new 2 story offices including mechanical and electrical systems, a structural floor, stairs, and an elevator if required. Development of a schematic floor plan was another required task to provide the basis for the preliminary construction cost estimates contained in the attached TRA proposal.

The existing Central Garage building contains approximately 8,000 square feet of combined shop and office area with office space that currently accommodates 13 employees. The converted building would contain12,000-13,000 square feet of office, conferencing, and archival space, which will accommodate 36 employees as proposed.

AGENDA ITEM: Approval of Supplemental Agreement One to Contract 07-261 with Thomas Reilly & Associates Architects, LLC for architectural design services to remodel the Engineering Services Building (formerly Central Garage & Streets) in a total amount not to exceed $63,140.00.

The TRA proposal, in the amount of $63,140.00, includes complete architectural, structural, mechanical, plumbing, electrical and civil engineering design services to prepare all construction documents for a complete project. Bidding assistance and construction administration are also included.

Project construction is planned to occur in two phases. Phase I will complete all ground floor improvements and rough-in systems for the second floor, which would be finished in future Phase II.

Schedule

Pending Council approval of Supplemental Agreement One remodel design will begin in December 2007and be completed in March 2008.

Contract Summary

Feasibility Study	$12,835.00
Supplemental Agreement One	$63,140.00
Total	$75,975.00

Budget

TRA's preliminary estimate of costs for the entire project is in the amount of $1,453,497.31, or $110.67 per square foot, which includes construction, taxes and permits. According to TRA's estimate, phasing construction will reduce Phase I project costs by $240,000 to $320,000.

Design and construction of this project was budgeted in FY 08 in the amount of $850,000 with funding allocated from Building Impact Fees and the One-Cent Sales Tax for Streets and Open Space. Due to the budget shortfall, staff is recommending completion of design in FY 08 and deferring Phase I construction until FY 09 pending budget approval of additional funding for the project.

Attachment - Thomas Reilly Proposal

Recommended Action: MOVE to approve Supplemental Agreement One to Contract No. 07-261 with Thomas Reilly & Associates Architects, LLC for architectural design services to remodel the Engineering Services Building at 430 N. Virginia Street, in a total amount not to exceed $63,140.00.

file copy

A R C H I T E C T S

THOMAS REILLY

& ASSOCIATES, ARCHITECTS, L.L.C.

City of Prescott

Engineering Services Building Remodel

142 S. Alarcon Street
Prescott, Arizona 86303
928-445-8502 fax 928-445-8593
Website: www.prescottarchitect.com Email: tom@prescottarchitect.com

A R C H I T E C T S

THOMAS REILLY

& ASSOCIATES, ARCHITECTS, L.L.C.

November 2, 2007

Mark Nietupski
Engineering Services Director
City of Prescott
PO Box 2059
Prescott, AZ 86302

Dear Mr. Nietupski,

Per our conversation and as outlined in our existing Professional Services Agreement, we offer the following fee proposals necessary to complete the design work, construction documents, bidding and negotiation, and construction period professional services for the project located at 430 N. Virginia Street, also known as City of Prescott Engineering Services office.

Our fee includes complete architectural, structural, mechanical, plumbing, electrical, and civil engineering services. We have also included, per your request, the services of Marie Ketchner for interior design services.

The scope of our work is outlined on the attached documents depicting preliminary design for this project and generally consisting of the existing Central Garage facility. It is our understanding professional services will be provided for a complete project. The construction phase, however, may consist of 2 or 3 phases to accommodate budget and existing occupancy as directed by the Owner.

Per our discussions regarding phased construction, initial phases would include ground level improvements and structure only for the second level (in the space currently used as the Central Garage). The cost estimate provided is for a complete project. Should you elect to phase the work, as discussed above, you could reduce construction costs between $240,000 to $320,000. Given the preliminary nature of the design, a range of costs is the most prudent budgeting approach. The lower end of costs might include stairs and elevator built in Phase I. The higher savings would postpone those items to later phases.

142 S. Alarcon Street
Prescott, Arizona 86303
928-445-8502 fax 928-445-8593
Website: www.prescottarchitect.com Email: tom@prescottarchitect.com

We are prepared to discuss various alternatives as they pertain to energy conserving and environmentally supportive solutions.

Our fees for these services are:

Architectural	$33,550
Interior Design	$ 3,900
Structural Engineer	$ 8,250
Mechanical Engineer	$ 6,100
Plumbing Engineer	$ 3,250
Electrical Engineer	$ 5,940
Civil Engineer (Utilities)	$ 2,150
	$63,140

Fees by phase

Schematic Design	5%	$ 3,157
Design Development	25%	$15,785
Construction Documents	50%	$31,570
Bidding & Negotiation	5%	$ 3,157
Construction Administration	15%	$ 9,471
TOTALS	100%	$63,140

Our schedule is to begin services on or about December 1, 2007 and have the drawings ready for bid and permitting in approximately 90 days. This presumes timely feedback from all parties.

Documents finished will be of sufficient completeness and detail for the City of Prescott to obtain permits and bona fide bids.

Attached to this proposal are:

- Floor Plans depicting new design
- Elevations depicting new design
- Preliminary construction cost estimate
- Electrical engineer inspection letter
- Mechanical engineer inspection letter
- Photos of some local projects.

More information regarding our qualifications can be provided again if necessary.

Should you have any questions or require further information, please feel free to call, and thank you for this opportunity.

Sincerely,

Thomas F. Reilly, Jr.
Architect

Encl.

PRESENTATION PLAN

A20

CITY OF PRESCOTT PUBLIC WORKS BUILDING REMODEL
430 N VIRGINIA ST PRESCOTT, AZ
THOMAS REILLY & ASSOCIATES, ARCHITECTS, L L C

NOT FOR CONSTRUCTION

MAIN FLOOR PLAN

WALL LEGEND

A2.1

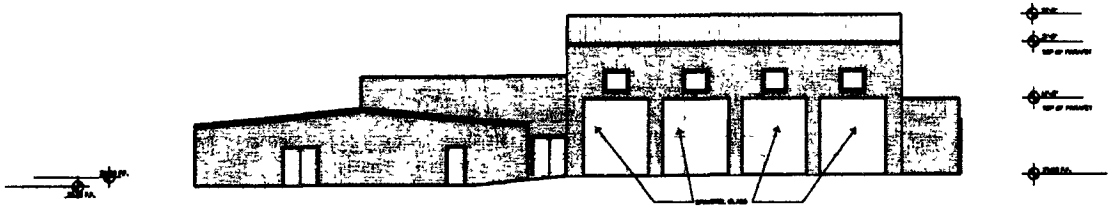
CITY OF PRESCOTT PUBLIC WORKS BUILDING REMODEL
430 N VIRGINIA ST PRESCOTT, AZ
THOMAS REILLY & ASSOCIATES, ARCHITECTS, L L C

NOT FOR CONSTRUCTION

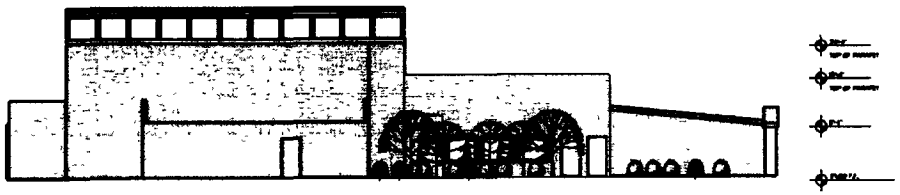
UPPER LEVEL FLOOR PLAN

CITY OF PRESCOTT PUBLIC WORKS BUILDING REMODEL
430 N VIRGINIA ST PRESCOTT, AZ
THOMAS REILLY & ASSOCIATES, ARCHITECTS, L L.C

THIS DRAWING IS AN INSTRUMENT OF PROFESSIONAL SERVICE OF THOMAS REILLY & ASSOCIATES, ARCHITECTS, L.L.C. AND MAY NOT BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN CONSENT OF THE OWNER



NORTH ELEVATION 2 / A3.1

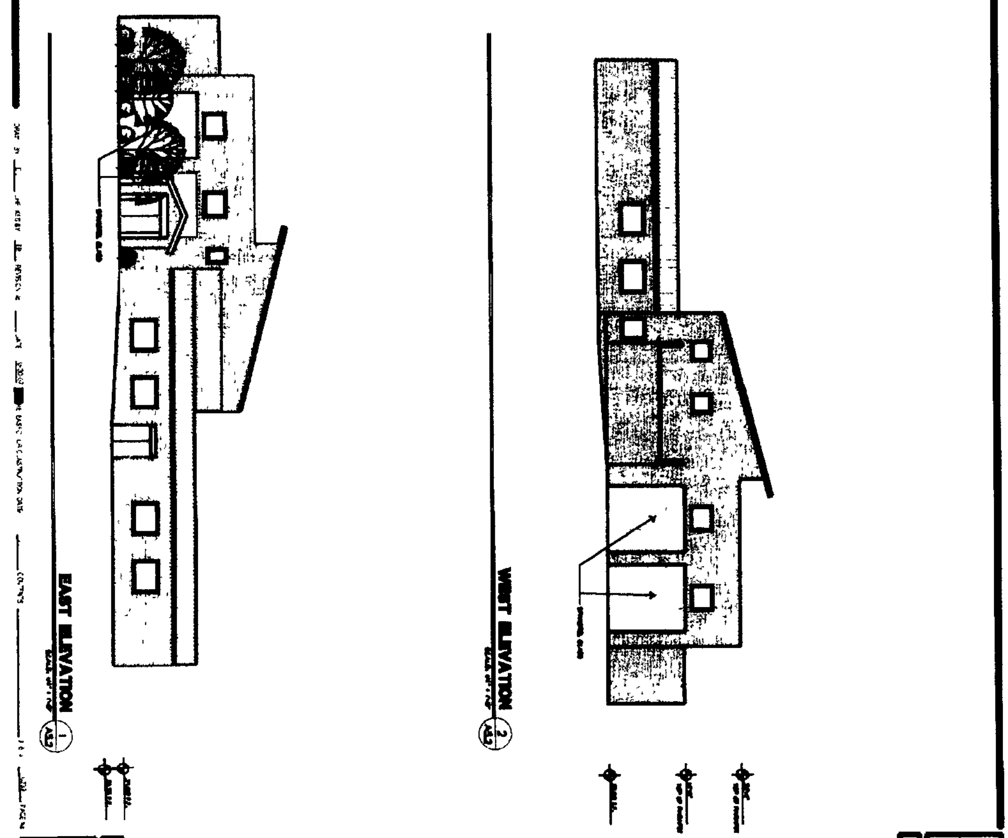


SOUTH ELEVATION 1 / A3.1

NOT FOR CONSTRUCTION

CITY OF PRESCOTT PUBLIC WORKS BUILDING REMODEL
430 N VIRGINIA ST PRESCOTT, AZ
THOMAS REILLY & ASSOCIATES, ARCHITECTS, L.L.C.

A3.1



A3.2

CITY OF PRESCOTT PUBLIC WORKS BUILDING REMODEL
430 N VIRGINIA ST PRESCOTT, AZ
THOMAS REILLY & ASSOCIATES, ARCHITECTS, L.L.C.

City of Prescott
Department of Engineering Services
Central Garage Remodel

ITEM	DESCRIPTION	ESTIMATE	NOTES
02 000	SITE CONSTRUCTION		
02 200	Site Preparation & Demolition	72,500 00	
2 700	Termite Treatment	1,250 00	
2 750	Port-a-John	2,200 00	
2 8200	Clean-Up	2,800 00	
02 900	Landscape	15,000 00	
03.000	CONCRETE		
03 100	Concrete Forms	7,000 00	
03 300	Cast-in-place Concrete	25,500.00	
04 000	MASONRY		
04 200	Masonry Units	16,500 00	
04 900	Masonry Restoration & Cleaning	10,000 00	
05.000	METALS		
05 200	Metal Joists	85,000 00	
05 400	Cold Formed Metal Framing	24,000 00	
05 500	Metal Fabrications	20,000 00	
06 000	WOOD & PLASTIC		
06 110	Rough Materials	15,000 00	
06 120	Rough Labor	25,000 00	
06 400	Architectural Woodwork	10,000 00	
07.000	THERMAL & MOISTURE PROTECTION		
07 200	Insulation	26,000 00	
07 300	Roof Repairs	20,000 00	
08 000	DOOR & WINDOWS		
08 100	Metal Doors & Frames	15,600 00	
08 400	Entrances & Storefronts	32,000 00	
08 500	Windows	43,120 00	
09 000	FINISHES		
09 200	Plaster & Gypsum Board	28,000 00	
09 500	Ceilings	32,500 00	
09 600	Flooring	71,500 00	
09 900	Paints & Coatings	43,200 00	
10 000	SPECIALTIES		
10 100	Elevator	45,000 00	
11 000	EQUIPMENT		
11 100	Equipment Rental	10,000 00	
15.000	MECHANICAL		
15 200	Plumbing	65,000 00	
15 700	Heating/Ventilation/A/C Equip	165,000 00	
16 000	ELECTRICAL		
16 100	Electrical	140,000 00	
	SUBTOTAL	1,068,670 00	
Permit	Permit	25,000 00	
Supervision	Supervision	65,000 00	
Insurance	Insurance	20,000 00	
OH/P	Overhead	110,000 00	
OH/P	Profit	90,000 00	
SUBTOTAL	SUBTOTAL	1,378,670 00	
Sales Tax	Sales Tax	74,827 31	
TOTAL	TOTAL	1,453,497 31	

UNITED DESIGN ELECTRICAL GROUP, INC.

Consulting Engineers

Phoenix:
☒ P.O. BOX 6473
SCOTTSDALE, ARIZONA
85261-6473

Asheville:
☐ 305 WEAVERVILLE HWY.
BOX 17
ASHEVILLE, NORTH CAROLINA
28804

11-01-07

THOMAS REILLY & ASSOCIATES, ARCHITECTS, L.L.C.
142 S. ALARCON STREET
PRESCOTT, ARIZONA 86303

RE: CITY OF PRESCOTT (EXISTING GARAGE)
UDEG7377

SITE REVIEW

DEAR TOM,

OUR INSPECTION REVEALED THE EXISTING SERVICE FOR THIS SITE IS A 600 AMP 120/240 VAC 3 PHASE 4 WIRE (DELTA SYSTEM). THIS MEANS ONE OF THE THREE PHASE LEGS TO GROUND IS + OR – 200 VOLTS. THIS PHASE CANNOT BE USED FOR LIGHTING OR 120 VAC OUTLET CIRCUITRY. THIS SERVICE TYPE WAS DESIGNED FOR USE WITH THREE PHASE MOTORS WHICH WE WILL HAVE WITH OUR NEW AIR CONDITIONING LOAD. PRESENTLY THE PEAK DEMAND (AMOUNT OF POWER) USED BY THE EXISTING FACILITY IS 120.5 AMPS ON THE 600 AMP SERVICE.

UNDER YOUR NEW OFFICE CONFIGURATION OF APPROXIMATELY 13,000 SQUARE FEET AND OUR PRELIMINARY LOAD CALCULATIONS I BELIEVE THIS SERVICE WILL BE ADEQUATE. THIS OPINION IS BASED ON USING A TOTAL OF (40 TONS) AIR CONDITIONING PER TIGLAS ENGINEERING'S ESTIMATE. FURTHERMORE, I BELIEVE THE EXISTING DISTRIBUTION (THAT NOW EXISTS) CAN BE UTILIZED (WITHOUT ADDITIONAL NEW PURCHASES). THE SERVICE WILL NEED SOME MINOR CHANGES WHICH CAN BE DONE IN THE FIELD BY THE ELECTRICAL CONTRACTOR WHO DOES THE PROJECT.

IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CALL THE UNDERSIGNED.

YOURS TRULY,

GEORGE G REEVES III
UDEG, INC

Phoenix Area Office:
609 W. MARYLAND AVE. PHOENIX, ARIZONA 85013-1325 E-MAIL GREEVES100@AOL.COM
PHONE: 602-971-1129 FAX: 602-992-1541 DIGITAL PAGER: 1-888-726-0586

TIGLAS
ENGINEERING
ASSOCIATES, INC.

11/2/2007

Thomas Reilly & Associates, Architects, LLC
Mr. Tom Reilly
142 South Alarcon Street
Prescott, Arizona 86303

Re: ***City of Prescott Public Works Building Remodel, Prescott, Arizona***
TEA# 07477

Dear Tom

As requested we visited the site on Tuesday, October 30, 2007, to review the existing conditions in relation to the proposed new use for the space based on the floor plans provided to us. The existing facility consists of 2 distinct uses- office and vehicle maintenance. The proposed use is to remodel the existing office area and create 2 floors in the existing vehicle maintenance bays for office use.

The plumbing system for the facility consists of a 2" water meter located in the street, sewer to the alley (best that we can determine- this will need to be located prior to beginning construction documents) and a gas meter located at the southeast corner. All plumbing utilities will be adequate for the proposed remodel.

Office Area:

The office area is currently air conditioned using 3 roof mounted gas/ electric air conditioning units mounted behind a screen wall above the offices (a 5-ton and 2 4-ton units). The units are fairly new and will be reused for the office remodel. There is one office in the back that currently has a small ductless unit to supplement the air conditioning of the space. I believe that proper air distribution will eliminate the need for this unit. There is also an existing ceiling hung electric heater that will be deleted. Most of the work in this area should consist of branch duct distribution work.

The existing restrooms will need to be completely updated/ relocated for the proposed new floor plan. The current water closets are flush valve type. The existing 75 gallon water heater, expansion tank, recirculating pump, tempering valve, etc will remain as is with new piping to the new restrooms. The drinking fountains will need to be ADA compliant.

Vehicle Maintenance Area:

The space currently consists of 5 roof mounted evaporative coolers, 2 gravity relief vents, roof mounted packaged gas heat unit (abandoned in place), infrared radiant heating, exhaust fans, unit heater, etc. that will need to be removed as part of the demolition contract. The new air conditioning system will probably be split system type air conditioning equipment with the condensers located within the existing screened, flat roof area with gas fired, direct vent air handlers located at each floor. Outside air intake louvers will be required at each air handler for code required ventilation. We understand that the second level will be shell only at this time so temporary heat will need to be provided to prevent freezing of any piping in the area.

The plumbing systems existing for the vehicle maintenance include compressed air, natural gas for the heaters, hose bibbs, sinks, lube/ oil piping, hose reels, oil recovery, hydraulic fluids, floor drains, an interceptor located in driveway, etc. All of these items will need to be removed, or abandoned in place,

809 west maryland avenue • phoenix, Arizona 85013
email: Jamie@TiglasEng.com • tel: (602) 992-3900 • fax: (602) 992-1541

TIGLAS ENGINEERING ASSOCIATES, INC.
consulting engineers

11/2/2007

and all traces of existing oils removed and cleaned to eliminate the odors that are embedded within the structure. The new restrooms will need new cold water, hot water, waste and vent piping added to the area tied to the existing building services.

If you should have any questions please do not hesitate to call me at (602) 992-3900.

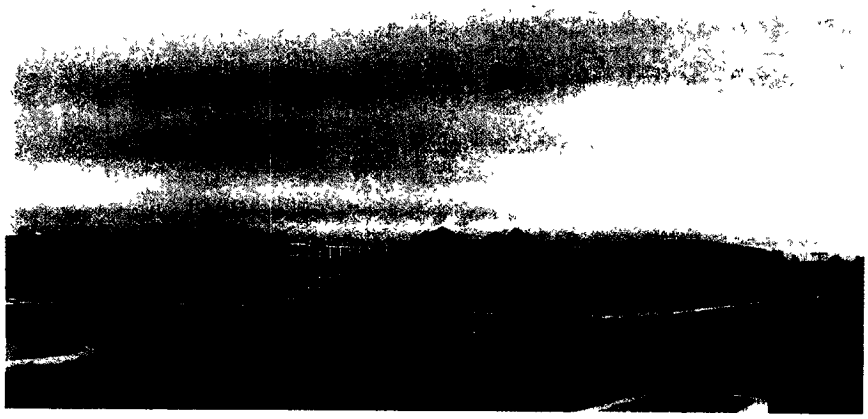
Sincerely

Tiglas Engineering Associates, Inc.
Jamie M. Tiglas, P.E., CIPE
President

Faxed: (928) 445-8593

22056
TIGLAS
Date Signed 11-2-07
ARIZONA, U.S.A.

809 west maryland avenue • phoenix, Arizona 85013
email: Jamie@TiglasEng.com • tel: (602) 992-3900 • fax: (602) 992-1541



Yavapai County Community Health Services Building
Prescott, Arizona

16,000 sq ft single-story masonry and steel building.

Contact: Angelo Manera, Special Projects Coordinator
928-442-5202

Contract Date: 4/15/03 Completed: 1/26/04

Construction Cost· $1,547,000

This project came in under budget and on time. The design is tremendously flexible and given the complex and multi-faceted uses, our clients are pleased with the results. A very successful effort of Owner, Architect, and Contractor working together. Thomas Reilly & Associates, Architects, LLC provided full architectural services.

YAVAPAI REGIONAL MEDICAL CENTER

YRMC Owner's Representative:

- 75,000 sq ft 5 story addition to Prescott facility ($13,000,000) (1999)
- Emergency Room expansion and addition ($6,000,000) (2001)

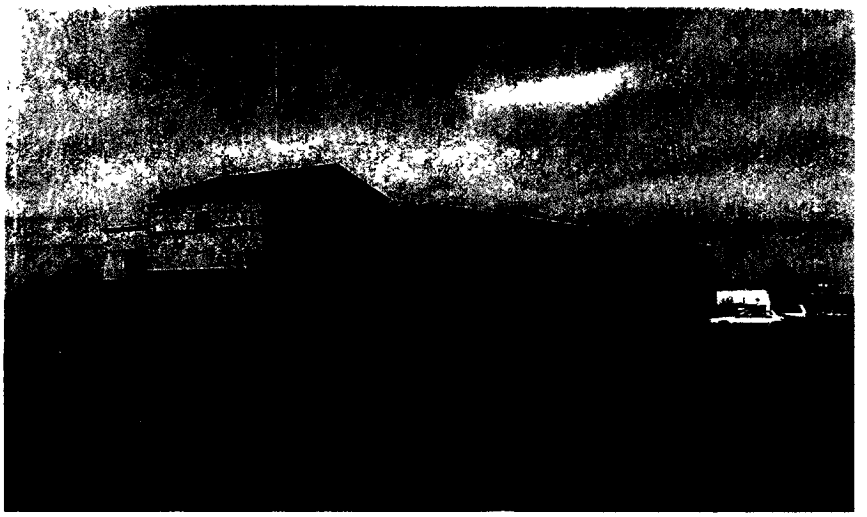
YRMC Del E. Webb Facility, Prescott Valley, AZ

- 30,000 sq. ft. 2 story outpatient care facility ($3,200,000) (1996)
- 20,000 sq. ft addition to Del E. Webb Center for Yavapai County Health Department & Community Health Center ($2,200,000) (2001)

Remodel of old wing of hospital involved evaluating existing conditions and provided construction documents and contract administration for several projects including

- Pendleton Fitness Center
- Medical Records
- New Administrative Offices
- Emergency Room
- Medical Records
- New Administrative Office - 1992

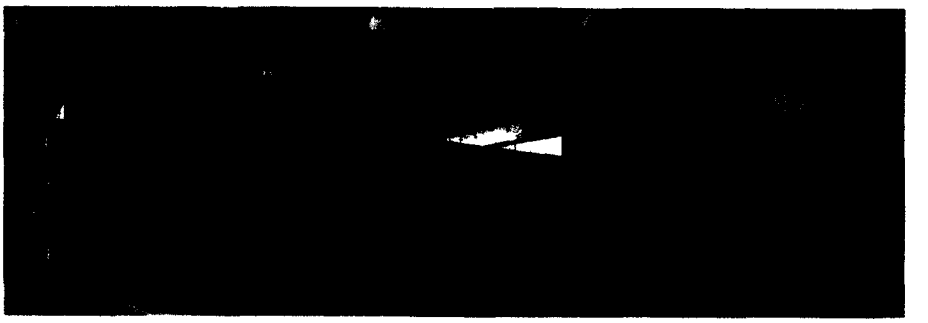
Contact: Doug Bristol, Chief Financial Officer
Yavapai Regional Medical Center
1003 Willow Creek Road
Prescott, AZ 86301
928-771-5691



Yavapai Regional Medical Center/Del E. Webb Center and Yavapai County Community Health Services
Prescott Valley, AZ

50,000 sq ft 2-story steel construction with 10,000 sq ft Health Department.

This project came in on time and very close to budget We provided additional design services to the Owners for a dental clinic addition at our cost to expedite inclusion in the project Flexible design is embodied in the interior partition selection and construction type Walls can easily be modified as the client s program shifts over time. This aspect is key to the long-term usefulness of the facility. Thomas Reilly & Associates, Architects, LLC provided full architectural services.



Arizona State Savings & Credit Union
Prescott Valley, AZ

Arizona State Savings & Credit Union remains a consistent client for Thomas Reilly & Associates, Architects, LLC. We have completed the Prescott Branch on Gurley Street and are nearing completion of the Prescott Valley Branch on Pav Way.

The above drawing depicts the Prescott Valley facility of approximately 7,000 sq ft with expansion capabilities including administrative offices and conference rooms in conjunction with member services.

We have included this project to demonstrate our creative spectrum The mix of stone and glass represent the old and new that Prescott Valley has to offer.

ARIZONA STATE SAVINGS AND CREDIT UNION

Complete remodel of an existing single-story masonry and wood frame structure
Work included new security systems, pneumatics to remote drive-through and full service teller line

I-D

COUNCIL AGENDA MEMO –November 6, 2007
DEPARTMENT: Community Development
AGENDA ITEM: Second Replat of Lots 155-158, 181-184 and portions of Lots 154, 159 and 180 of the Idylwild Tract and Resolution No. 3869 to Rescind Development Agreement 00-001, approved by Resolution No. 3224. Property is located on Thumb Butte Road, east of Ponderosa Lane. Applicants: John and Ruth Blocker, Ponderosa Revocable Living Trust APN's 111-03-052B and 052C. File RE07-033.

Approved By:	**Date:**
Department Head: Tom Guice	11-14-07
Finance Director:	
City Manager: Steve Norwood	11/14/07

REQUEST

This is a request by John and Ruth Blocker to replat 2 lots/parcels into 4 lots/parcels. The property includes a total of 10.08 acres. The proposed lots are shown as follows; new Lot 1R, 48,084 sq. ft., new Lot 2R, 7 acres (this is the location of the Blocker's residence), new Lot 3R, 42,504 sq. ft., new Lot 4R, 42,329 sq. ft. This property originally included lots 155 – 158, 181 – 184, and portions of 154, 159, and 180 Idylwild Tract. This property is the subject of a Development Agreement (DA) that occurred at the time of annexation (ANX 9904). The DA, No. 00-001, Resolution No. 3224, Book 3725 Page 78, YCRO, (copy attached) limits the property to 2 lots. The restrictions on dividing the property were volunteered by the Blocker's at the time that they acquired the property from the Prescott School District and when they requested annexation. The DA also includes a requirement for participation in an improvement district or similar funding mechanism to bring sewer service to the area and to hook up to a sewer main at such time as the main is located with in 200 feet of the property.

Staff has not identified any impacts associated with allowing the additional lots to be platted. Rather than entering into a new Development Agreement it has been suggested that the existing Agreement be rescinded and that "Restrictions" be noted on the plat. The restrictions limit the property to the 4 lots as proposed and include the same requirements for participation in an improvement district or similar funding mechanism to bring sewer service to the area and to hook up to a sewer main at such time as the main is located with in 200 feet of the property.

DEPARTMENT REVIEW

The plat has been reviewed by City Departments and meets technical requirements. Two letters (attached) were received from adjacent neighbors expressing concerns regarding Mr. Blockers interest in increasing density on his property.

Recommended Action:
Move to approve Resolution No. 3869. Rescinding Resolution No. 3224 and Development Agreement No. 00-001.
Move to approve RE 07-034.

Restrictions as noted on replat

RESTRICTIONS:

THE PROPERTY OWNERS HEREBY AGREE THAT THEY WILL NOT SPLIT OR OTHERWISE DIVIDE THE FOUR LOTS SHOWN HEREON AND THAT THERE SHALL BE AT NO TIME MORE THAN A TOTAL OF FOUR (4) SINGLE FAMILY DWELLINGS.

THE PROPERTY OWNERS HEREBY AGREE THAT THE LOTS WILL BE CONNECTED TO THE CITY'S SANITARY SEWER SYSTEM WITHIN 180 DAYS OF A SEWER MAIN LOCATED WITHIN OR ADJACENT TO THE THUMB BUTTE ROAD RIGHT-OF-WAY AND BEING WITHIN 200 FEET OF THE PROPERTY.

THE PROPERTY OWNERS HEREBY AGREE TO COOPERATE WITH THE CITY AND PARTICIPATE IN THE FORMATION OF ANY REIMBURSEMENT DISTRICT, IMPROVEMENT DISTRICT, OR SIMILAR FUNDING MECHANISM, IN ORDER TO EXTEND THE CITY'S SANITARY SEWER SYSTEM TO THE PROPERTY; AND THAT THE PROPERTY OWNER SHALL FURTHER WAIVE ANY AND ALL PROTESTS OR OBJECTIONS, STATUTORY OR OTHERWISE, IN THE FORMATION OF ANY SUCH REIMBURSEMENT DISTRICT, IMPROVEMENT DISTRICT, OR SIMILAR FUNDING MECHANISM WHICH MAY BE FORMED BY THE CITY, PROVIDED THAT THE ASSESSMENT FORMULA FOR SAID IMPROVEMENT OR REIMBURSEMENT DISTRICT IS BASED UPON A PER DWELLING UNIT.

September 24, 2007

To Whom It May Concern:

In 1999 we, Doug and Ruth Blocker, purchased a 10 acre piece of land from the Prescott Unified School District. In the process of splitting the land for our use we agreed with the city (at their encouragement) to hold the usage to 2 single family dwellings on the property.

Just like everything else in life, things change and ~~do~~ so did our needs for the 10 acres. Our goal is to give each of our 2 children an acre of our land to build on. Also to separate another acre for Ruth and me, for when we sell the "big" house and scale down. All or none of this can happen in the next 20 years, but we need to make changes now to preserve our future options.

Please see attached sheet for proposed changes which are well under the requirements for R35 property. Thank you for your consideration.

Sincerely,

Doug Blocker

Parcel Report for APN: **111-03-052C**

Site Address **2003 THUMB BUTTE RD**

Owner
BLOCKER JOHN D SR & RUTH E RS
2003 THUMB BUTTE RD
PRESCOTT AZ 86303

Subdivision Name **IDYLWILD REPLAT LOTS 154-158, 180-184**

Max Lot Coverage **0.3%**
Max Bldg Height **35 ft**
Setbacks
Front **12 ft**
Side **12 ft**
Rear **30 ft**
Corner **20 ft**

Acres **7.95 acres**
Square Ft **346,180 sq.ft.**
TRS. **T14-R2-S31**

DOR Usage Code **Res**
Description **2 SFR OR SFR + AFX MOB ON > 5 AC, URBAN**

Zoning Information

Zoning **SF-35**

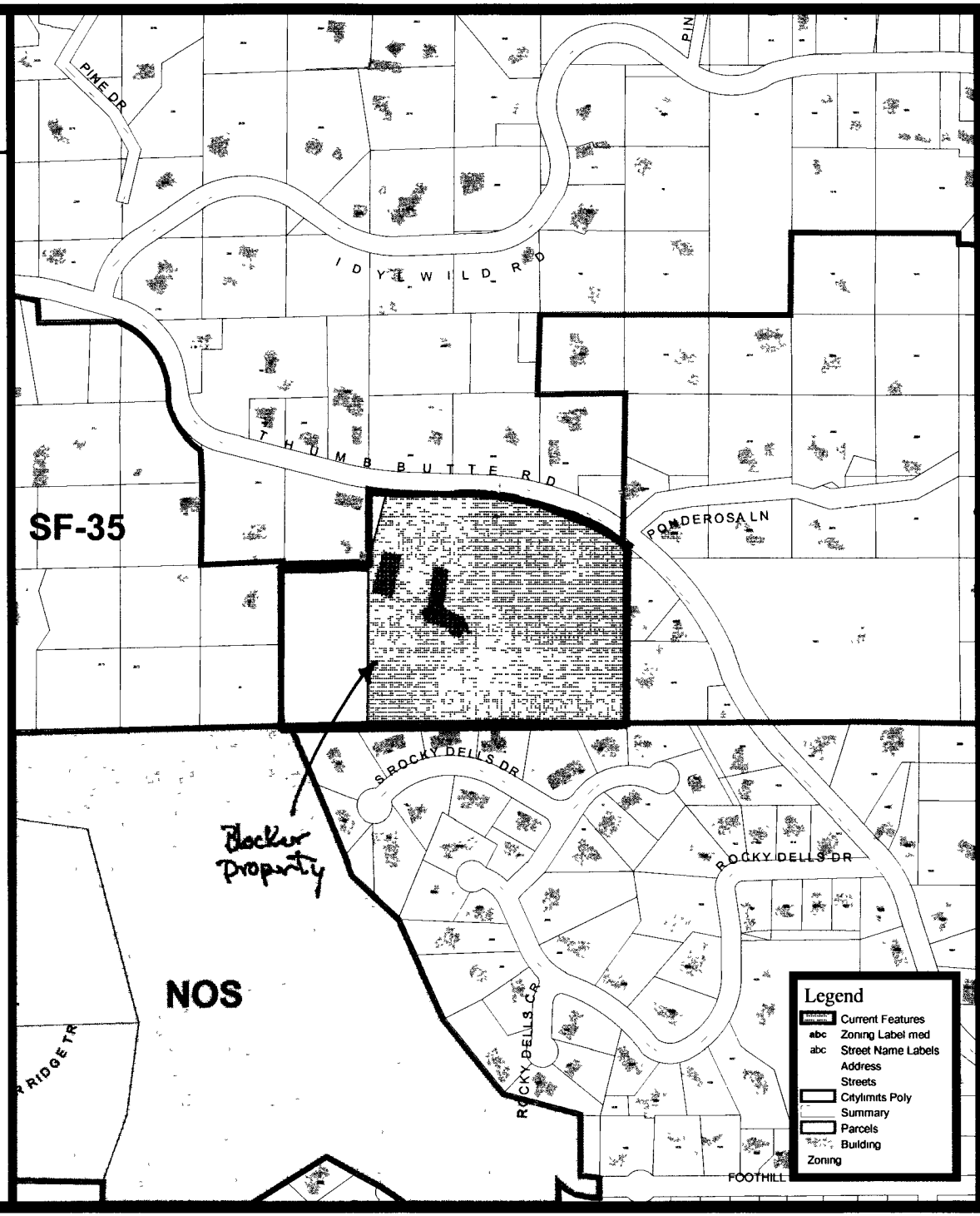
Flood Zone **X**
FIRM Panel **04025C2070F**

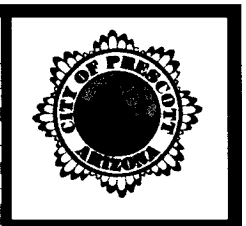
Overlay District Information

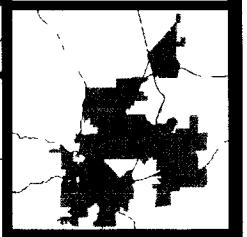
HPD District	**No**
NR District	**No**
Willow Creek District	**Outside**
Wipple-Zuma District	**Outside**
Hwy 69 District	**Outside**
Prescott East Area Plan	**Outside**
Prescott Enterprise	**Outside**
Airport Noise District	**Outside**
Urban Wildlife Interface	**Inside**

Planner's Actions:

DA-00-001 Development Agreements
R-3224
V-0106 Variances
APPROVED
V-0010A Variances
GRANTED
CU-0004 Conditional Use Permits
GRANTED







2003 THUMB BUTTE RD

This map is a product of The City of Prescott

0' 1" = 400'

sgaber 2007-10-16 14 31 39
Zoning

This document is a graphic representation only of best available sources
The City of Prescott assumes no responsibility for any errors

SECOND REPLAT OF LOTS 155–158, 181–184 AND PORTIONS OF LOTS 154, 159 AND 180 OF THE IDYLWILD TRACT

BOOK _____ PAGE _____
MAPS AND PLATS

PORTIONS OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 2 WEST,
GILA AND SALT RIVER BASE AND MERIDIAN
YAVAPAI COUNTY, ARIZONA

REPLAT OF LOTS 155–158, 181–184 AND PORTIONS OF LOTS 154, 159 AND 180 OF THE IDYLWILD TRACT PER BOOK 40 OF MAPS AND PLATS, PAGE 100 RECORDS OF YAVAPAI COUNTY, ARIZONA

THE IDYLWILD TRACT PER BOOK 2 OF MAPS AND PLATS, PAGE 14, RECORDS OF YAVAPAI COUNTY, ARIZONA

10.05 ACRES COMBINED AND SUBDIVIDED INTO 4 LOTS

YAVAPAI COUNTY ASSESSOR'S PARCEL NUMBERS 111–03–052B AND 052C

LEGEND:

○	FOUND AS NOTED
●	SET AS NOTED
☑	FOUND 3" DISK IN CONCRETE STAMPED "YAVAPAI COUNTY"
■	CALCULATED POINT NOTHING FOUND OR SET
(R)	DENOTES RECORD DIMENSION
BK	BOOK
PG	PAGE
O R	OFFICIAL RECORDS.
L.S.	LAND SURVEYS
M.P	MAPS AND PLATS
Y C.R.O.	YAVAPAI COUNTY RECORDERS OFFICE

ZONING:

THE CITY OF PRESCOTT CURRENT ZONING FOR THE PROPERTY SHOWN SURVEYED HEREON IS RESIDENCE A–35

OWNER:

PONDEROSA REVOCABLE LIVING TRUST
JOHN D AND RUTH E. BLOCKER, TRUSTEES
2010 PONDEROSA LANE
PRESCOTT ARIZONA 86303
(928) 778–6400

LAND SURVEYOR:

KELLEY/WISE ENGINEERING INC.
JAMES R WISE R.L.S 16821
148 GROVE AVENUE
PRESCOTT ARIZONA 86301
(928) 771–1730

CERTIFICATION:

I JAMES R. WISE HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS REPLAT WAS PREPARED BASED ON A SURVEY CONDUCTED UNDER MY SUPERVISION, THAT THE MONUMENTS AS SHOWN EXIST AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED AND THAT BOTH SURVEY AND MAP ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

PRELIMINARY NOT FOR RECORDING

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS.

THAT, JOHN D. BLOCKER AND RUTH E. BLOCKER, TRUSTEES OF THE PONDEROSA REVOCABLE LIVING TRUST HAVE SUBDIVIDED UNDER THE NAME OF "SECOND REPLAT OF LOTS 155–158, 181–184 AND PORTIONS OF LOTS 154, 159 AND 180 OF THE IDYLWILD TRACT", THOSE PORTIONS OF SECTION 31 TOWNSHIP 14 NORTH, RANGE 2 WEST GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, AS REFLECTED ON THIS PLAT AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "SECOND REPLAT OF LOTS 155–158, 181–184 AND PORTIONS OF LOTS 154, 159 AND 180 OF THE IDYLWILD TRACT", HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF LOTS 1R 2R, 3R AND 4R AND THAT EACH SHALL BE KNOWN BY THE NUMBER GIVEN EACH RESPECTIVELY AND GRANTS THE INGRESS/EGRESS EASEMENT ACROSS PORTIONS OF LOT 3R FOR THE BENEFIT OF LOT 2R.

IN WITNESS WHEREOF, JOHN D. BLOCKER AND RUTH E. BLOCKER, TRUSTEES OF THE PONDEROSA REVOCABLE LIVING TRUST HAVE HEREUNTO CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF JOHN D BLOCKER AND RUTH E. BLOCKER.

DONE THIS _____ DAY OF _____ 2007;

SIGNED BY _____
JOHN D BLOCKER

SIGNED BY _____
RUTH E. BLOCKER

ACKNOWLEDGMENT:

COUNTY OF YAVAPAI } SS
STATE OF ARIZONA }

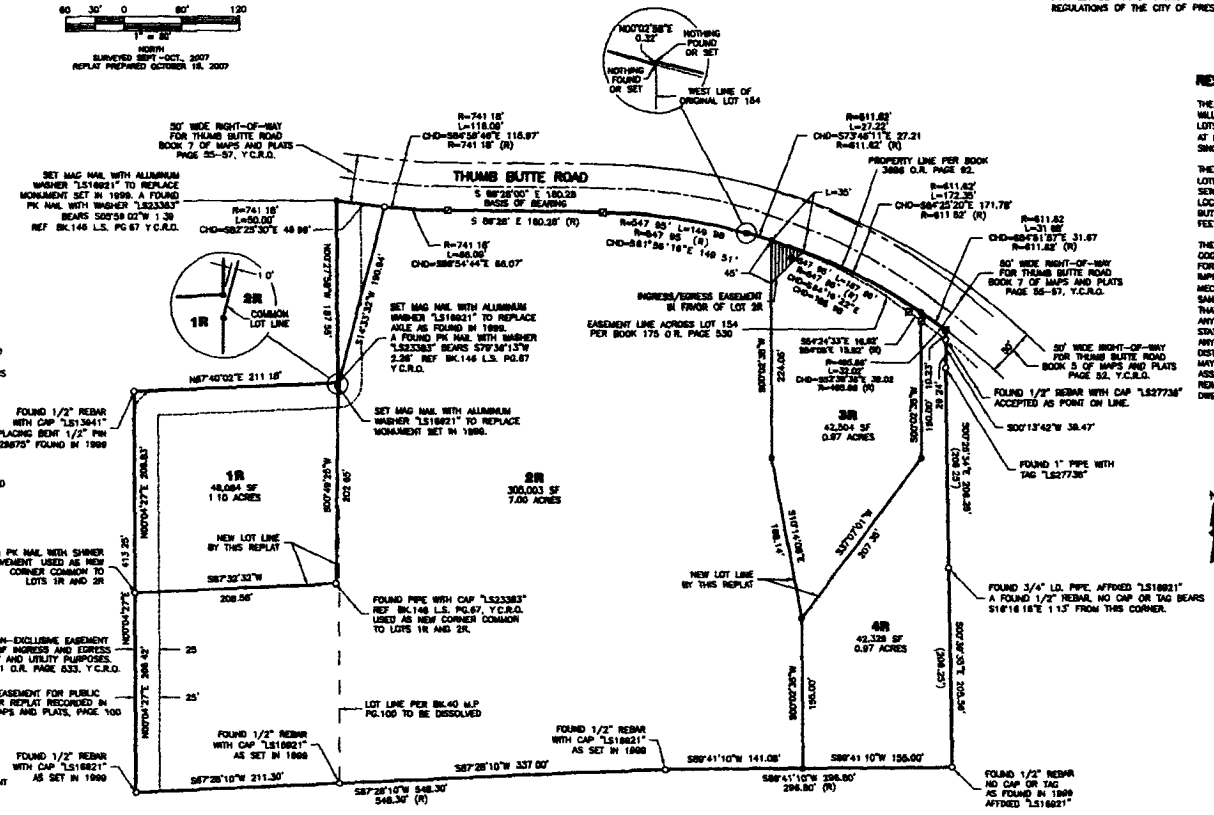
ON THIS _____ DAY OF _____ 2007 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR JOHN D. BLOCKER AND RUTH E. BLOCKER WHO ACKNOWLEDGED THEMSELVES TRUSTEES OF THE PONDEROSA REVOCABLE LIVING TRUST DATED NOVEMBER 24 1997 THE OWNER OF THOSE PORTIONS OF SECTION 31 TOWNSHIP 14 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN THE REAL PROPERTY PLATTED HEREON AND AS SUCH, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BEING DULY AUTHORIZED TO DO SO IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

N

60 30' 0 60' 120
1" = 60'
NORTH
SURVEYED SEPT.–OCT. 2007
REPLAT PREPARED OCTOBER 18, 2007



COUNTRY CLUB PARK UNIT 7A

APPROVALS:

ACCEPTANCE CERTIFICATE

THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, ARIZONA, ON THIS _____ DAY OF _____, 2007 HEREBY APPROVE THIS PLAT

_____ MAYOR

_____ CITY CLERK

CITY ZONING CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE LAND DEVELOPMENT CODE REGULATIONS OF THE CITY OF PRESCOTT

_____ COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC WORKS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PRESCOTT

_____ PUBLIC WORKS DIRECTOR

SETBACKS:

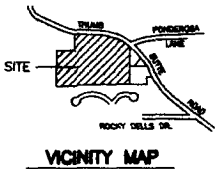
FRONT	30'
SIDE	12'
REAR	30'
MAXIMUM LOT COVERAGE	30%

RESTRICTIONS:

THE PROPERTY OWNERS HEREBY AGREE THAT THEY WILL NOT SPLIT OR OTHERWISE DIVIDE THE FOUR LOTS SHOWN HEREON AND THAT THERE SHALL BE AT NO TIME MORE THAN A TOTAL OF FOUR (4) SINGLE FAMILY DWELLINGS.

THE PROPERTY OWNERS HEREBY AGREE THAT THE LOTS WILL BE CONNECTED TO THE CITY'S SANITARY SEWER SYSTEM WITHIN 180 DAYS OF A SEWER MAIN LOCATED WITHIN OR ADJACENT TO THE THUMB BUTTE ROAD RIGHT-OF-WAY AND BEING WITHIN 200 FEET OF THE PROPERTY

THE PROPERTY OWNERS HEREBY AGREE TO COOPERATE WITH THE CITY AND PARTICIPATE IN THE FORMATION OF ANY REIMBURSEMENT DISTRICT IMPROVEMENT DISTRICT, OR SIMILAR FUNDING MECHANISM, IN ORDER TO EXTEND THE CITY'S SANITARY SEWER SYSTEM TO THE PROPERTY; AND THAT THE PROPERTY OWNER SHALL FURTHER WAIVE ANY AND ALL PROTESTS OR OBJECTIONS, STATUTORY OR OTHERWISE, IN THE FORMATION OF ANY SUCH REIMBURSEMENT DISTRICT, IMPROVEMENT DISTRICT OR SIMILAR FUNDING MECHANISM WHICH MAY BE FORMED BY THE CITY PROVIDED THAT THE ASSESSMENT FORMULA FOR SAID IMPROVEMENT OR REIMBURSEMENT DISTRICT IS BASED UPON A PER DWELLING UNIT



VICINITY MAP
N.T.S.

FILED AND RECORDED AT THE REQUEST OF
_____
_____ A.D. 2007
AT _____ O'CLOCK ___ M
BOOK ____ OF _____
PAGE _____
RECORDS OF YAVAPAI COUNTY, ARIZONA.

_____ COUNTY RECORDER

_____ DEPUTY RECORDER

NOTE:

THIS SUBDIVISION IS LOCATED WITHIN THE WATER SERVICE AREA OF THE CITY OF PRESCOTT WHICH IS AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SUBSECTION E OF ARS 45–576.

KELLEY / WISE ENGINEERING, INC.
148 GROVE AVENUE
PRESCOTT, ARIZONA 86301
(928) 771–1730

JOB NO.	07-[illegible]	CHECKED	JRW
DRAWN	CJK	DATE	10/15/07

SHEET 1 OF 1

Option Care of ARIZONA
Statewide Home Infusion Services

Accredited
1151 Iron Springs Rd. Suite D
Prescott, AZ 86305
(928) 708-0025
(928) 350-4276-Fax
(800) 531-2469-Statewide
www.optioncareaz.com

November 13, 2007

City of Prescott
Mayor, City Council and
Tom Guice, Community Development Director
201 S. Cortez
Prescott, AZ

RE: Blocker Property

To Whom It May Concern:

We own property adjacent to Mr. and Mrs. Blocker's property. We did not receive any legal notice by mail or any posting on the property regarding potential property changes; however, Mr. Guice did make a courtesy call to my home to inform us of possible usage changes to the property.

Our home is located at 144 North Rocky Dells Drive. I don't know my lot number. A view of the parcel report indicates that my lot is on the southeast corner of the Blocker property. My property will be directly affected by any development or lot changes. My northeast property corner will be the southeast property corner of the proposed new lot. The common property line will include my entire northern property line which will be the southern property line of the new lot.

I want to first point out that we believe the Blockers or anyone should have the right to fully benefit from their personal property. Not only financial benefit but esthetic benefits of property located in our wonderful town. The Blockers have demonstrated that they appreciate the esthetics of our Thumb Butte region and have developed a beautiful home sight.

We purchased our home in December 1998. At that time, the Blocker property was open space owned by the school. When the Blockers purchased this property in 1999, my neighbors and I were pleased to see that the Blockers were developing the property in a way that preserves the natural openness and beauty of the Thumb Butte region. We were also please to see that the property was annexed into the City, thereby protecting the property and surrounding the properties from in-appropriate high density development or disruption of the natural open space.

I have several concerns about "splitting" the parcel or lots into separate properties even if they will be titled to the children. As Mr. Blocker points out in his letter, "...everything else in life, things change", what assurance can be given that the Blocker family will maintain family ownership of this new property? Once split any one can buy or sell the property. Once purchased, then that new owner could request a split of the one acre lot into two separate ½ acre lots. It's happened many times over the history of this city.

Another concern is the actual use of the property. It has been demonstrated by the Blockers that they have developed a beautiful home sight. However, what are the assurances that similar home sights will be developed. If the Blockers were to file for a property development with multiple home sights they would need to provide set back requirements, build restrictions, architectural restrictions, fence restrictions and other items one would find in a subdivision plan. These items are to protect the neighborhood and the value of the property owner. There are usually some considerations for neighboring property when a "subdivision" is developed. There is also drainage, utilities and vehicular access considerations in such a plan.

Where are the utility easements, driveways or access to each lot, what are the fencing restrictions, what is the grading or drainage restrictions, etc., etc. None of these items seem to be included in the request. It appears lines were drawn on a map.

The Blockers are asking for a "subdivision" without following all the rules. When completed, there will be three one acre lots and the main house on 9 acre piece. That's four home sites with open space available for another potential split. Mr. Blocker indicated that things in life change, so this will not be the last request for a "slit". Even though the request is for acre lots, the open space will be lost.

It is admirable that the Blocker family would want to develop this piece of property into a very nice family estate compound. It is reflective of their success in life. Hard work should be rewarded. However, the value of surrounding property and the value of this historically open space to the community at large should hold some weight.

If the family wishes to maintain this as a "family" compound, why not reduce the size each building sight lot and maintain common open space between the properties. Locating them along existing street access seems more appropriate as well. This would preserve that natural setting, open space and increase the value of the property.

Once the property is split, the Blockers have no restrictions for the use of the property. It's possible that the property could be fenced with an 8 foot chain link prison fence. With a small house on the property, the remaining property could be used for storage of RV's, boats, cars, used furniture, tractors, machinery and other unsightly items. The Blockers seem to have more pride than that but what about the next owner. Again, there are no restrictions for the use because the "subdivision" rules are being by passed.

To fully appreciate the esthetics and natural beauty of this property, you have to see it. I do every day. Each morning I watch the residents of this property going about their

tasks for the day. Those residents include a heard of 8-10 dear, dozens of pigs, raccoons, rabbits, squirrels and hundred of birds. Unfortunately, one of the proposed lot sights will be directly behind my home and the beautiful meadow will be gone. With addition of a large home on the sight, the view of the night time stars will also disappear. The natural migration of these animals will be lost.

That's unfortunate for me and the future owners of property in Rocky Dells and the Thumb Butte region. We don't own the meadow, Mr. Blocker does. It would seem to me there could be a better solution for all concerned including the natural habitat of the meadow. The value of the property should be everyone's concern. I am not opposed to the Blockers enjoying the benefits of their property and the dream to include their children in such a fine estate property. I am simply asking for other options to be considered.

Mr. Blocker indicated in his letter that "all of this or none of this can happen in the next 20 years". This indicates some speculation. He did say things in life can change. After the split, the property can be sold to any willing buyer. Or it could sit ideal for years.

According the maps provide to me, there appears to be adequate land fronting Thumb Butte Road for additional building sights without disruption to the primary home sight. The disruption of this meadow seems unnecessary, yet the Blockers could still achieve their goal for family home sights.

The map provided does not demonstrate the topography of the land in question. Huge rock formations, the meadow and natural drainage on the east boundary are not pictured. Even though the meadow seems flat it provides natural drainage from northwest to southeast. The meadow is on the south half of the property. The main house and other half of property is north of the rock formations and fronts Thumb Butte Road. The drainage on the east boundary is partially on the Blocker property and partially on the properties that front Thumb Butte Road. There is considerable elevation change from the northern portion of the property and the southern portion with the huge rock formations between. All of these will present challenges to development. These questions need to be answered along with many others.

I would urge the council and city officials to deny this request until considerably more study and fact finding is completed. At a minimum, there needs to be considerable building restrictions to protect the natural environment of the neighborhood. According to Mr. Blocker's letter, they may develop lots right away or maybe years from now or maybe never. Time doesn't seem to be a factor. More time for study is needed now. Action by the council doesn't seem appropriate at this time.

I would further suggest that the City should discuss future purchase of this open space meadow. As an adjoining property owner, I would participate in funding of such an acquisition through a district formation. Not for my own personal enjoyment and financial benefit but for the preservation of the property within this neighborhood. This neighborhood includes the Blockers and their family. And it includes many families that

have investments in their own personal estates, though the investment is not as large as the Blockers, it just as real and just as valuable to their family. This type of property acquisition would also preserve the property value for the Blocker family as well as benefit them financially.

And let's not forget about the families that have made this meadow their home for many years before we arrived. I am speaking for the deer, the birds, the pigs and all my furry neighbors.

Thank you for your consideration. We look forward to future discussions with the Blockers, our neighbors and our city government. Working together is the best option.

Respectfully,

Kevin and Cheri Nestrick
Property Owners: 144 N. Rocky Dells Dr., Prescott, AZ
928-708-9937

Kevin Nestrick, Pharmacist
President/CEO
Option Care of Arizona
928-708-0025

Cheri Nestrick
Retire School Teach
CRUHS District

Parcel Report for APN: **111-03-052C**

Site Address **2003 THUMB BUTTE RD**

Owner:
BLOCKER JOHN D SR & RUTH E RS
2003 THUMB BUTTE RD
PRESCOTT AZ 86303

Subdivision Name: **IDYLWILD REPLAT LOTS 154-158, 180-184**

Max. Lot Coverage. **0.3%**
Max. Bldg Height: **35 ft**
Setbacks
Front: **12 ft**
Side: **12 ft**
Rear: **30 ft**
Corner: **20 ft**

Acres: **7.95 acres**
Square Ft. **346,180 sq.ft.**
TRS: **T14-R2-S31**

DOR Usage Code **Res**
Description: **2 SFR OR SFR + AFX MOB ON > 5 AC, URBAN**

Zoning Information

Zoning: **SF-35**

Flood Zone. **X**
FIRM Panel: **04025C2070F**

Overlay District Information

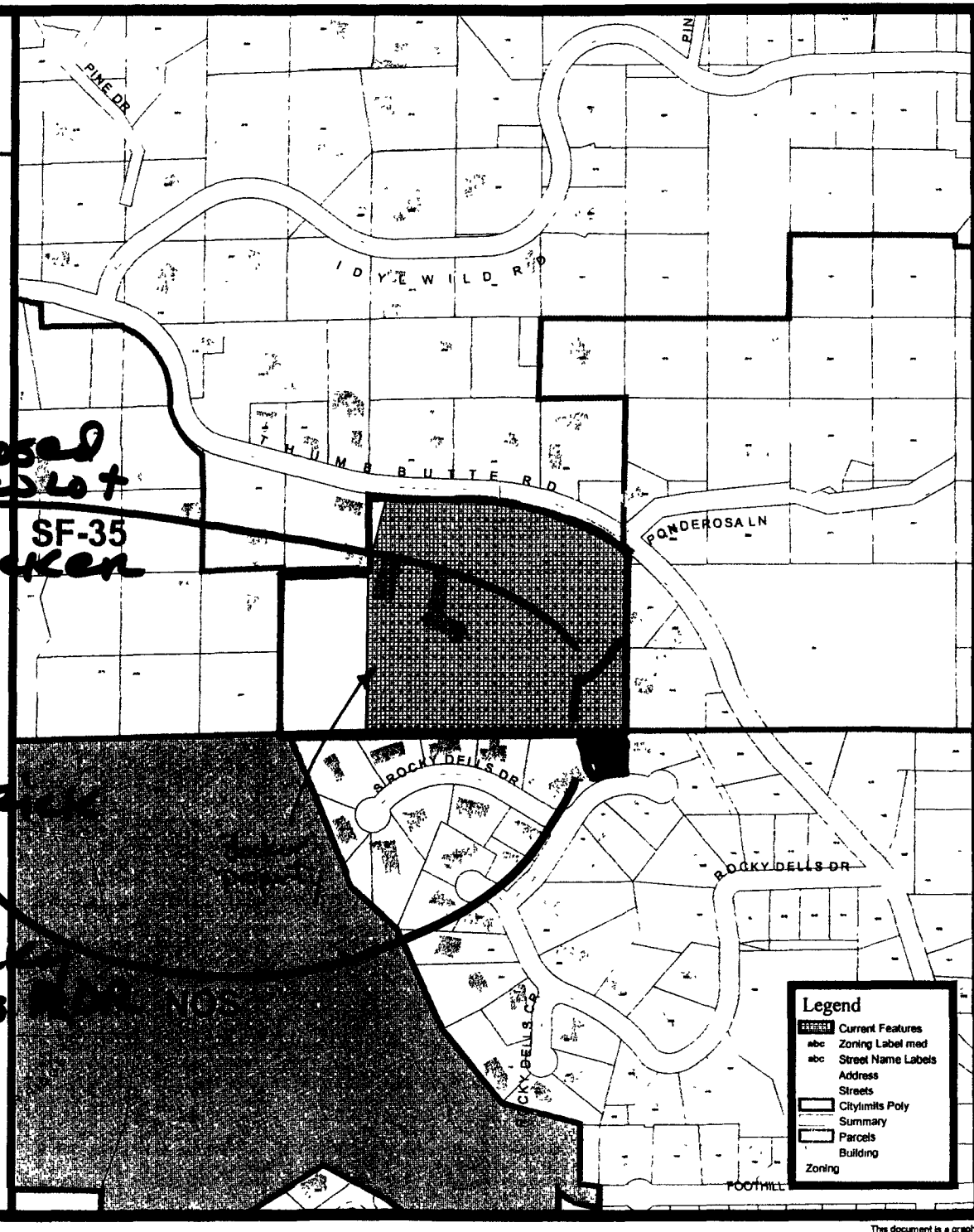
HPD District.	**No**
NR District.	**No**
Willow Creek District:	**Outside**
Wipple-Zuma District	**Outside**
Hwy 69 District:	**Outside**
Prescott East Area Plan	**Outside**
Prescott Enterprise.	**Outside**
Airport Noise District:	**Outside**
Urban Wildlife Interface:	**Inside**

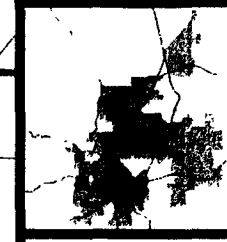
Planner's Actions:

DA-00-001. Development Agreements
R-3224
V-0106: Variances
APPROVED
V-0010A: Variances
GRANTED
CU-0004: Conditional Use Permits
GRANTED

Proposed New Lot
Blocker

Nestrick Lot
144 N. Rocky Dells





2003 THUMB BUTTE RD

This map is a product of The City of Prescott

0' 1" = 400'

agaber, 2007-10-16 14 31 39
Zoning

This document is a graphic representation only of best available sources. The City of Prescott assume s no responsibility for any errors.

RECEIVED
NOV 07 2007
CITY OF PRESCOTT
COMMUNITY DEVELOPMENT

November 6, 2007
Judith Schenkel
2001 Thumb Butte Rd.
Prescott, Ariz. 86305

To: Mr. Tom Guice

Thank you for letting us know what Mr. Blackers plans are for his property and for moving the meeting with the city counsel to Nov. 20th, this gives us time to sort thru how we'll be affected.

To: City Counsel

First, my main concern will be where the placement of the drive will be. From the maps provided by Mr. Guice, it looks like it will be very close to our property line and our bedrooms are on that side of our home.

Second, The home that will be built west of our home, the placement of it and how large a home it will be, in length and how high?

Thank you for considering these when you make your decision.

Again Thank You

Judy Schenkel

Board Approved Action

Exhibit A

3222306 BK 3725 PG 78
Yavapai County
Patsy Jenney-Colon, Recorder
01/14/2000 01:41P PAGE 1 OF 6
CITY OF PRESCOTT
RECORDING FEE 3.50
SURCHARGE 0.00
POSTAGE 0.00

#00-001

DEVELOPMENT AGREEMENT
BLOCKER

WHEREAS the City of Prescott (hereinafter referred to as "City") is entitled to enter into this agreement pursuant to ARS Section 9-500.05; and

WHEREAS JOHN D BLOCKER, SR. AND RUTH BLOCKER, husband and wife (hereinafter collectively referred to as "Property Owner") are the owners of the real property referred to herein; and

WHEREAS the parties hereto wish to enter into a Development Agreement to provide for the annexation of certain property into the City, and to provide for the development of certain property upon certain terms and conditions.

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

1. That this agreement shall relate to that specific property, more particularly identified as Lots 154, 155, 156, 157, 158, 159, 180, 181, 182, 183 and 184 of the Idylwild Tract, as recorded in Book 2, Page 14, Records of the Yavapai County Recorder, hereinafter referred to as "the Property".

2. That this agreement shall become operative upon the annexation of the Property into the City of Prescott.

3. That the Property Owner shall complete annexation proceedings into the City within one hundred eighty (180) days of the acceptance of this agreement by the Prescott City Council.

4. That the development of the Property shall be consistent with the City's General Plan, as adopted by the Prescott City Council on August 27, 1997.

5. That notwithstanding the underlying zoning on the Property, the Property Owner hereby agrees that they will not split or otherwise divide the Property into more than a total of two (2) parcels, and that there shall be at no time more than a total of two (2) single family residential dwellings on the Property.

6. That the Property Owner further agrees:

A. To tie in to the City's Sanitary Sewer System within

180 days of a sewer main located within or adjacent to the Thumb Butte Road right of way and being within 200 feet of the Property.

B. To cooperate with the City and participate in the formation of any reimbursement district, improvement district, or similar funding mechanism, in order to extend the City's sanitary sewer system to the Property; and that the Property Owner shall further waive any and all protests or objections, statutory or otherwise, in the formation of any such reimbursement district, improvement district, or similar funding mechanism which may be formed by the City, provided that the assessment formula for said improvement or reimbursement district is based upon a per dwelling unit.

7. This agreement shall run with the land, and shall be binding upon the Property Owner's successors in interest and assigns.

8. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this agreement.

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

10. That the Property Owner hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Property Owner or its agents or employees.

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

12. Time is of the essence in this agreement. The failure of either party to require the strict performance by the other of

any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

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

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

DATED this 4TH day of JAN, 2000.

JOHN D BLOCKER, SR.

RUTH E BLOCKER

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 11TH day of JANUARY, 2000.

SAM STEIGER, Mayor

SEAL

ATTEST:

MARIE L WATSON
City Clerk

APPROVED AS TO FORM:

JOHN R MOFFITT
City Attorney

ORIGINAL DOCUMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 12th day of January, 2000, by Sam Steiger, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

OFFICIAL SEAL
JUDITH A. CARSON
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires Aug. 1, 2001

[Seal]

Judith A. Carson
Notary Public

UNOFFICIAL COPY

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 4TH day of JANUARY, 2000, by John D. Blocker, Sr., personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

OFFICIAL SEAL
Cynthia De Jong
Notary Public - State of Arizona
YAVAPAI COUNTY
My Comm. Expires June 24, 2001

[Seal]

Notary Public

STATE OF ARIZONA)
) ss
County of Yavapai)

The foregoing instrument was acknowledged before me this 4TH day of JANUARY, 2000, by Ruth E Blocker, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed it.

OFFICIAL SEAL
Cynthia De Jong
Notary Public - State of Arizona
YAVAPAI COUNTY
My Comm. Expires June 24, 2001

[Seal]

Notary Public

ORIGINAL COPY

RESOLUTION NO. 3224

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A DEVELOPMENT AGREEMENT WITH JOHN & RUTH BLOCKER. AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, John & Ruth Blocker are the owners of certain real property adjoining the City limits; and

WHEREAS, the parties wish to enter into a Development Agreement, pursuant to ARS Section 9-500.05 relating to the annexation and development of that property.

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

SECTION 1. THAT, the City of Prescott hereby approves the Development Agreement with John and Ruth Blocker, attached hereto as Exhibit "A".

SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute the attached Development Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 11th day of JANUARY, 2000

SAM STEIGER, Mayor

ATTEST:

MARIE L. WATSON, City Clerk

APPROVED AS TO FORM.

JOHN R. MOFFITT, City Attorney

I-E

COUNCIL AGENDA MEMO – (11/20/07 & 11/27/07)
DEPARTMENT: Parks, Recreation & Library
AGENDA ITEM: Maintenance Billing from SirsiDynix for the Yavapai Library Network's shared automation system.

Approved By:	**Date:**
Department Head: Rudy Baranko	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	11/15/07

Background

Yavapai Library Network is a consortium of over 40 libraries that have come together to share resources, expertise, and expenses. The management group of the Yavapai Library Network includes a voting representative from the Yavapai County Library District, as well as from each school district, academic institution and incorporated town in the Network. Each year these Yavapai Library Network members review their commitment to the library automation software developed, distributed and maintained by the company now called SirsiDynix.

The SirsiDynix software allows the consortia to integrate resources and services, meaning all County residents have easy access to the one million plus items owned by member libraries, as well as to shared electronic resources. The shared automation software gives library services the same look and feel, whether accessed from Prescott Public Library, Chino Valley Public Library, Prescott High School or from home, and has played a huge role in the success of area libraries over the last two decades.

Prescott Public Library has managed the Yavapai Library Network since the partnership began in the late 80s. Each December software and hardware costs associated with maintenance of the Network's shared library automation system are distributed by to the participating libraries as per Participating Library Agreements (PLA) entered into by each member of the Network with the City of Prescott. Per the PLA, the formula used to determine a library's share is updated each year based on that library's "licenses" or seats and on their holdings. As the Network grows, the City's share of bills declines.

Financial

This year's SirsiDynix hardware and software maintenance bill is $79,413.48. The bill will be paid with General Fund moneys budgeted for this purpose in the Library Network Division. Prescott Public Library's share is 16.1% or $12,786. The remaining 83.9% will be charged to the member libraries. In addition to the SirsiDynix maintenance bill, the City's annual billing of Network libraries includes their share of other Network operating costs, including subscription databases, telecommunications and personnel.

Recommended Action: Should Council approve, **MOVE** to authorize the payment to SirsiDynix for maintenance costs associated with the automated library system operated by the City on behalf of the Yavapai Library Network in the amount of $79,413.48.

I-F

COUNCIL AGENDA MEMO – (11/20/07 & 11/27/07)

DEPARTMENT: Parks, Recreation and Library

AGENDA ITEM: Authorization to purchase library computers

Approved By:	**Date:**
Department Head: Rudy Baranko	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	11/15/07

M
L
S
M

Staff has developed a 4-year replacement cycle for library computers. The 4-year plan means library patrons and staff rarely use outmoded hardware and outdated software, fewer models of computers are in use at any one time, time required for maintenance is reduced, and computer aesthetics are similar throughout the library.

The FY2008 plan calls for replacement of all staff computers and of laptop computers available for patron use in the downtown library. The average age of computers being replaced is 5 years.

This FY2007 computer purchase is off State Contract (#EPS050046-3-A1-State of Arizona-WSCA) and will be paid from funds in 1-82004 (Yavapai County Library District property tax moneys designated for library automation and special projects). Total cost for the 41 Gateway computers (32 workstations and 9 laptops) is $51,594.11.

Recommended Action: Should Council approve, **MOVE** to authorize payment to Gateway, Inc. in the amount of $51,594.11 to purchase 41 new computers for Prescott Public Library.

I-G

PRESCOTT, ARIZONA
SPECIAL COUNCIL MEETING
OCTOBER 23, 2007

A SPECIAL COUNCIL MEETING OF THE PRESCOTT CITY COUNCIL WAS HELD ON TUESDAY, October 23, 2007, in the Council Chambers at the Prescott Municipal Building, 201 Cortez Street, Prescott, Arizona.

I. Call to Order.

Mayor Simmons called the meeting to order at 2:05 p.m.

II. Roll Call.

MAYOR AND CITY COUNCIL:

Mayor Simmons
Councilman Bell
Councilman Blair
Councilman Lamerson
Councilman Luzius
Councilman Roecker
Councilwoman Suttles

III. Presentation and discussion by Scott Ruby, Gust Rosenfeld, concerning legal issues and other considerations for municipalities in drafting and approving development agreements.

City Attorney Kidd said that there have been some discussions over the last few weeks regarding developments and one of the things he had intended to do awhile back was bring up Scott Ruby to talk about them. Back in March they worked on the Storm Development Agreement and Scott commented and looked at that agreement, as did his firm, and as a result of those discussions Scott had some insights on things that he believes the Council, as well as the public, needs to be aware of.

Mr. Kidd said that Scott is the city attorney for Buckeye, Parker and Tolleson. His law firm, Gust Rosenfeld, is also the attorney for Avondale and Fountain Hills. Scott has also been involved with doing development agreements for the City of Goodyear and Coolidge.

Mr. Ruby said that development agreements in Arizona have been around since 1988, so there is not a great deal of law involving them and there is not a great deal of law in the country involving them. He said they have to view each one in a distinct way but for the most part they have a development agreement statute not too dissimilar to what most states have. The statute came about because of a desire by the development community to get some certainty in municipal conduct with regard to multiphase, long-term projects. They found themselves in a predicament where they would engage in a 20 year project, and in the middle of the stream rules changed that caused them to either abandon the project or lose an extraordinary amount of money. The Legislature responded and adopted

a vested development right statute which attempted to deal with the problem. It says that when there is a master planned project, it is vested with that project for least three years. They have to go through some statutory process to make that happen, but there is that remedy. The statute goes on to say, because of the concern for multiphase projects, that they can vest a multiphase project for up to five years and have the ability to extend for an additional two.

When looking at this, they have to first ask themselves why they want to do a development agreement and if it is a policy they want to make available for everyone that comes in. A lot of developers assume that is the normal course of business and when they go to some jurisdictions in the State it appears to be an entitlement. He has that in Buckeye; they have a template development agreement that says that if they have a big project that they have a master plan for, they will sign the development agreement. They do that because their development book happens to say that they'll only approve a master plan through a development agreement.

Mr. Ruby said that in some jurisdictions, like Chandler, they won't do development agreements for residential projects, and today he is speaking primarily in a residential context. If they were in a commercial context, sometimes the rules and interests are radically different.

He said that the development agreements, generally as presented by developers, suffer in his opinion from traditional problems. First, they attempt to take the legislative conduct of the council in general and take it away and make that a binding obligation, whatever the issue is. An example is legislative acts involve the police power such as zoning, health and safety, and oftentimes development agreements attempt to take away some of those police powers from future councils and put it into contract terms. The courts frown on that; they don't like legislative acts being contracted away. Contract zoning is illegal and cannot be done.

Mr. Ruby said that if they contract away the ability to deal with health and safety, the courts will normally overthrow that. The constant debate is what an administrative act is and what a legislative act is. Where the line is between the two is not a bright line. For example, one case in California says that the decision as to how wide the streets are is a legislative act and they cannot contract that away.

He said that he has looked at the Fann development agreement, and he doesn't want to pick on it, because it is certainly indicative in many ways of what they see routinely. Development agreements suffer from that attempt to take away the legislative act authority.

Also, development agreements suffer from violating the budget laws. As a municipality, they are not allowed to bind themselves beyond the current fiscal

year, and there are very few exceptions. They can enter into a construction contract for construction projects that may take two years, but they have to have all of the money upfront, unencumbered. Bonding is one of the exceptions and before that can happen, as is the case with most exceptions to the budget law, it has to be voted on by the people. When they get into an agreement that says "the City shall" they have to look and question whether it binds future councils, which also is illegal, or if it is binding future budgets.

Mr. Ruby said that development agreements typically establish a priority, or special treatment, for whomever is in the agreement. The uniformity by which they are bound as a municipality to treat all of the residents is lost in a development agreement. If they tell someone they will expeditiously review their plans, or promptly drop whatever they have going on and deal with their issues, they have prioritized their needs over and above anyone else. That is a dangerous scenario, not only from a uniformity clause, but from a breach of contract clause; when they start agreeing to expeditiously do anything that is a term that is going to be defined later on by a court, and in context with 20/20 hindsight. There is a case in Avondale where they entered into a development agreement that suffered from that type of terminology. Over the course of time, there were delays, and the developers brought a law suit against the City and said the aggregation of all of those times where they didn't expeditiously process as required, made them miss the market, and they either lost profits, or their costs went up. Either way it is going to cost money. It cost them $7.2 million. A significant amount, over $1 million, was for attorneys fees.

Councilman Roecker said he is confused with what he said that they can't bind future councils, and it appears that a development agreement has those obligations in it. Now, he is saying that a City spent $7.2 million because that clause was enforceable. Mr. Ruby said that they cannot bind future councils with respect to legislative conduct by the council. They can bind the City with respect to its administrative processes, its day-to-day business operations. Review of plans is an administrative process and therefore permissible to be included in an agreement.

Councilman Luzius asked Mr. Ruby if the Fann development agreement was an agreement for one of his cities, if he would recommend its approval. Mr. Ruby said he would not. Mr. Ruby said that the other thing that development agreements suffer from is the City guaranteeing certain services, and in this case the City is guaranteeing water. That is a scenario where as a City they can't guarantee quality or quantity. They have an obligation according to the law to serve everyone in their municipal boundary. He doesn't know that it would be enforced by a court because it is so much outside the scope of what they are supposed to do as a municipality. By guaranteeing them, it could disadvantage those that want water. There is a case in Phoenix where Phoenix had a sewer line that was sized a certain size in order to accommodate the development in and around the area and the development which happened to pay for the sewer

line. They were sued because they denied access to the sewer line to someone that was approximate to it, and the City said they could not because someone else paid for it. The court said the City is obligated to serve municipal services to everyone within their jurisdiction on a fair and equitable basis.

Mr. Ruby said that development agreements take normal City processes and turn them into contractual obligations and the significance of that is they now have a contractual obligation which is typically outside their insurance coverage.

He said that remedies are always an issue in development agreements. He cannot say that every development agreements he ever did didn't have remedies in it that were things he didn't like. He can't say that he's very proud of every development agreement he's ever done. The remedy clause is a big issue because they are outside their insurance coverage and it is also about a developer and City entering into a relationship that should not be from a remedial standpoint, one that is so one-sided. The City isn't going to sue the developer for cash if they don't develop in time; they are not going to demand specific performance. It would probably be a meaningless remedy as (1) he suspects that it is a single asset, so the remedies would be limited to a LLC, that wouldn't be there even if they wanted to sue them, and (2) when they start getting specific performance on an obligation they will find themselves in a bankruptcy court.

Mr. Ruby said that in his last five or six years he has tried to limit the remedies to specific performance. Mayor Simmons said that the 900 pound gorilla in the Fann issue is narrowed down to remedies. He said that the way it has been explained to him is that on a specific performance, if they get a makeup of a council and all of a sudden they decide that there is something they're supposed to do that is going to be $1.5 million, and for whatever reason they would like to stall that, the contractor could sue for specific performance, but they could be tied up for months and then just have a judge tell the City to perform. The contractor has lost a lot of money and is hurt by it, and yet they get nothing. The bottom line is there is not much incentive under specific performance.

Mr. Ruby said that in specific performances they always try to put in expedited processes so they can get it quickly. In the Mayor's example, they have already violated budget law, so if there is specific performance or not, or normal consequential damages, he's hopeful that a court will not uphold any obligation to spend money beyond the budget year. That is a tough scenario to deal with. If specific performance causes delay and delay costs money, then there's no question that the developer's remedy is somewhat a problem. For the failure to do that which is the decision of the elected officials, and they think it is in the best interests of the community to not live up to that obligation, that is their feeling and the liability is shifted. He would not disagree with the Mayor in all of those cases.

Councilman Lamerson said that he appreciated Mr. Ruby coming up. He appreciated Mr. Luzius' question. He said that he understood that Mr. Ruby has

had time to read the agreement. He said that they have 1,142 acres right outside the City limits that they are subject to see developed on exempt wells and septic tanks that no one really wants to see. They also have assured water in the City limits of Prescott and the ability to do certain things with infrastructure. One of the reasons to have someone outside the picture to look at this is to know if there are areas of the agreement that they can get over to allow this to come into the City without putting the screws to the developer.

Mr. Ruby said that like any contract negotiation, it is always a matter of compromise. He said that from the developer standpoint, it is a matter of lot yield. In his development agreements he vests and gives them a contractual right to enforce density in land use, not zoning or annexation. He also says, like was done in the Fann development agreement, that they freeze the rules and regulations for the term of the agreement, although the Fann agreement has no term, so he doesn't know how long that is. That is an issue where they basically say that on the day it is signed, put aside all of the Code sections as they exist that day and all the policies and that is what applies. He has tried to get away from that because then they have to know what the rules and regulations were on each and every day a development agreement is effective. He does say that they will not change the rules and regulations if it materially and adversely affects the density, intensity or land use. So the developer can go into a project and know what the lot yield will be and that the City is bound by that.

If he, as a developer, knows what his lot density is, he knows from any prudent application of engineering standards what his infrastructure needs are. Most of them will have community master plans already developed when they come forward. They will have a right to develop according to that plan, unless it is changed. That gives the City some flexibility, and gives the developer some certainty. That isn't to say that they cannot change a setback, but if it has a material adverse affect on density, then they cannot do it, unless they can show a health or safety reason.

Mr. Ruby said that the difficulty they have in the Fann agreement that he would struggle with is the water issue; that is outside the authority of a City to do. How to do that is a difficult scenario to wrestle with. They could have the developer build the infrastructure and then give them credits, or agree to reimburse them from regional folks that may hook onto the line. All of those types of things can be done and bind future councils, because in his mind those are administrative functions. They have the authority under the development agreement statute to deal with land use, density, infrastructure, intensity, etc.

He said that it is a pure policy decision on whether they want to agree to expeditiously review things. If they do, they will be bound by it. They may want to define what *expeditiously* means. All that being said, they probably won't get them where they want to be with the Fann development agreement.

Councilman Lamerson said that they are in a management area for water purposes; allocated so much water a year that they can distribute. If he's hearing correctly, he is suggesting that while they may be able to allocate up to a certain amount of acre feet a year for the development, they cannot guarantee to which part of the development it is going to be delivered to. Mr. Ruby said that they have so many acre feet to serve all of the residents of Prescott.

Councilman Blair said that when they start talking about annexations and development agreements, he asked Mr. Ruby how flexible he would make it in the development agreement, annexation versus master plan phase, and if he thinks that all of the things are going to be in an annexation agreement. They have so many different levels of seeing a master plan, phases, etc.; they all come later on. Mr. Ruby said that he is not familiar with the City's development code, but clearly the agreements typically deal with the big master plan concepts, but the Fann development is more of a general concept plan.

Mayor Simmons said that one thing he was hoping for during the process is that on one hand they have specific performance and the other hand they have more extensive remedies. He asked Mr. Ruby if he has seen any development agreements where they take the King Solomon approach and split the baby. He nearly begged all of the attorneys to see the middle ground where neither is totally happy, but both feel that they are sufficiently covered to where they can walk down the path. Mr. Ruby said that he has seen varying degrees of remedies from specific performance to sky's the limit. He has seen them waive lost profits, waive consequential damages, and waive 1983 actions. He suggests that they waive any cause of action under Section 1983 which is basically someone saying their civil rights are violated.

He said that they don't have a right to expeditiously have plans reviewed that the courts would protect under Section 1983, but the minute they turn it into a contract right, and they have egregious conduct, then they have a 1983 action based on their failure to perform. Mr. Kidd said that the only deletion in the development agreement so far is the developer has requested a full range of remedies and has deleted lost profits. The other change made since the last Council meeting is the developer has agreed to limit attorneys' fees to the arbitration process.

Mr. Ruby said that the other issue within the Fann agreement, which is beyond what he has normally seen, is that this agreement states that if a court states that the City cannot do something because it is illegal, an example being the budget law, it is a breach of contract.

Councilman Blair asked Mr. Ruby if arbitration was standard and a quicker remedy than going through court. Mr. Ruby said that more and more are going to it because it is cheap, although he is not quite sure who it favors. Councilman

Blair said that he would also think it is would be quicker. Mr. Ruby said that if they end up in the court system, they could be there for years.

Councilman Roecker asked Mr. Ruby how many agreements out of 100 violate the budget law. Mr. Ruby said that he didn't know, but some do. He said that he can show them many that do not violate the budget law because all they are doing is binding themselves with respect to their administrative acts. They are not binding themselves to a future financial obligation.

Councilman Roecker asked if Mr. Ruby had said it was difficult to hold a developer to specific performances because they can go behind their LLC or declare bankruptcy. Mr. Ruby said that has been his experience. Generally, when they go bad from the developer's standpoint, it has gone bad because the market has gone bad or the developer hit some rough time.

Councilman Roecker asked Mr. Ruby if he has ever represented a developer. Mr. Ruby replied that he did. He said that he represented U.S. Homes in Marana and they kicked the crud out of the city and the city ultimately ended up hiring him. He is asked all the time, but his firm's hallmark since 1921 has been public finance and representing public entities, although they do represent Wal-Mart in the entire western United States.

Councilman Lamerson and others on the Council thanked Mr. Ruby for coming up.

IV. Discussion concerning legal issues/concerns pertaining to Granite Dells Estates I and II development agreement.

Mr. Kidd noted that both agenda items were discussed under the first.

IV. Adjournment

There being no further business to be discussed, the Special Meeting of the Prescott City Council held October 23, 2007, adjourned at 2:53 p.m.

ROWLE P. SIMMONS, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

SMIE-A

COUNCIL AGENDA MEMO – (11/20/2007)	
DEPARTMENT: City Clerk	
AGENDA ITEM: Consideration to Reconsider the Fann Annexation (Ordinance No. 4632-0834) at the November 27, 2007, City Council Meeting	

Approved By:		**Date:**
Department Head:	Elizabeth A. Burke, City Clerk	11/16/07
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood	11/16/07

Item Summary

Councilman Luzius has requested that the Fann Annexation be reconsidered at the November 27, 2007, City Council Meeting.

Background

Pursuant to Council Policy adopted through Resolution No. 3670 on May 10, 2005, an action taken by the City Council may only be reconsidered after a request is received by a member of the voting body who was on the prevailing side of the final vote.

As you will recall, on October 30, 2007, a motion was made to approve the Fann Annexation by adopting Ordinance No. 4632-0834. The vote on this motion was 5-2 with Councilwoman Suttles and Councilman Luzius casting the dissenting votes. Due to the change in the City Charter which requires a super majority vote for annexations, the motion failed which means that Councilwoman Suttles and Councilman Luzius were on the prevailing side, and therefore, they are the only ones that could request reconsideration of this item.

Councilman Luzius has requested such reconsideration, and this item has been placed on this agenda strictly to vote on whether to reconsider. If a majority of Council members vote to reconsider this item, it will be placed on the November 27, 2007 Regular Voting Meeting for reconsideration and possible action.

Recommended Action: Should the Council wish to reconsider this item, **MOVE** to reconsider the Fann Annexation (Ordinance No. 4632-0834) at the November 27, 2007, Regular Voting Meeting.

SMII-B

COUNCIL AGENDA MEMO – (11/20/2007)	
DEPARTMENT: City Clerk	
AGENDA ITEM: Consideration to Reconsider the Fann Development Agreement (Resolution No. 3864-0832) at the November 27, 2007, City Council Meeting	

Approved By:		**Date:**
Department Head:	Elizabeth A. Burke, City Clerk	11/16/07
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood	11/16/07

Item Summary

Mayor Simmons has requested that the Fann Development Agreement be reconsidered at the November 27, 2007, City Council Meeting.

Background

Pursuant to Council Policy adopted through Resolution No. 3670 on May 10, 2005, an action taken by the City Council may only be reconsidered after a request is received by a member of the voting body who was on the prevailing side of the final vote.

As you will recall, on October 30, 2007, a motion was made to approve the Fann Development Agreement by adopting Resolution No. 3864-0832. The vote on this motion was 4-3 with Councilwoman Suttles and Councilmen Lamerson and Luzius casting the dissenting votes. As this motion only required a simple majority, it did pass but would not become effective because the annexation vote failed.

Mayor Simmons, being on the prevailing side, has requested such reconsideration, and this item has been placed on this agenda strictly to vote on whether to reconsider. If a majority of Council members vote to reconsider this item, it will be placed on the November 27, 2007 Regular Voting Meeting for reconsideration and possible action.

Recommended Action: Should the Council wish to reconsider this item, **MOVE** to reconsider the Fann Development Agreement (Resolution No. 3864-0832) at the November 27, 2007, Regular Voting Meeting.