

PRESCOTT CITY COUNCIL
JOINT STUDY SESSION/
SPECIAL MEETING
PRESCOTT, ARIZONA
NOVEMBER 20, 2007

A JOINT STUDY SESSION/SPECIAL MEETING OF THE PRESCOTT CITY COUNCIL WAS HELD ON TUESDAY, NOVEMBER 20, 2007, in the Prescott Municipal Building, 201 S. Cortez Street, Prescott, Arizona.

Call To Order

Mayor Simmons called the Study Session to order at 3:00 p.m.

Introductions and Pledge of Allegiance: Councilman Bob Roecker led the Council and audience in the Pledge of Allegiance.

Roll Call:

PRESENT:

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

ABSENT:

None

□ SUMMARY OF CURRENT OR RECENT EVENTS

City Manager Norwood reported that he had received the stats from the Police Department for Year to Date on crime, and it shows a major decrease; for example, rape is down 42%, robbery is down 31%, aggravated assault down 24% and auto theft down 49%.

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.

Police Chief Randy Oaks said that this is an application to the National Tactical Officers Association for grant funds in the amount of \$16,660.00 for purchase of Special Weapons and Tactic Teams (SWAT) equipment.

Mayor Simmons asked if this was the countywide SWAT team or strictly Prescott. Chief Oaks said that there is no countywide team, although they do occasionally train with the Sheriff's Office and Prescott Valley SRT. Chino Valley has a containment team.

Councilman Roecker asked how many times a year they actually activate the team. Chief Oaks said that it varies; he believes that last year there were eight activations.

Councilman Lamerson said that in looking at all of these and realizing that they don't use them all the time, he is assuming that the Chief would not request these if they were not necessary. Chief Oaks said that was correct.

- 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.

Engineering Services Director Mark Nietupski said that this resolution approves the adoption of an Intergovernmental Agreement with the State of Arizona to provide bridge inspection services within the City. This is a program that has been renewed through the Federal Government and National Bridge Inspection Standards Program. This IGA is provision for bridge inspections in Prescott to assure public safety.

Councilwoman Suttles said that she sees that ADOT will do the inspection, but she asked about the maintenance and repair, if that would be through the City. Mr. Nietupski said that minor maintenance costs associated with the inspections have always been the responsibility of the City.

Mr. Nietupski said that he knows of one bridge that probably warrants replacement; that happens to be on Butterfield Road. They are making contacts with the State of Arizona to make application for bridge funding. At this time, that is the only one that meets that criteria.

Councilman Roecker asked how many bridges there are in the City limits. Mr. Nietupski said that there 23 in the biannual program that are inspected, which includes bridges and reinforced concrete box culverts.

Councilman Roecker asked if they set aside funds each year in the budget for fixing bridges. Mr. Nietupski said that at this point they have not programmed bridge replacement, but the maintenance needs identified through the program are part of the streets operations and maintenance division responsibilities.

Councilman Bell said that it states in the agreement that the City has the prerogative to accompany the inspection team and he would suggest they do that. Mr. Nietupski said that they will plan to do that.

Councilman Lamerson asked if there is any downside to the agreement, and whether the City really has any type of choice. Mr. Nietupski said that the downside is that there could be costs associated with any issues identified. It might mean a bridge replacement where they would have to apply for funding.

Councilman Luzius asked Mr. Nietupski which bridge on Butterfield Road he was mentioning, as he thought that was in the County. Mr. Nietupski said that it is on the west side of the joint county/city boundary.

- 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.

Mr. Nietupski said that this is a supplemental agreement to a contract with Thomas Reilly & Associates Architects for design services to remodel the Engineering Services Building (formerly Central Garage & Streets). He said that originally a feasibility study was performed by this firm to consider converting the existing garage into offices. The existing garage and streets building is around 8,000 sq. ft.

Councilman Bell asked if proposals were taken from other architects for this project. Mr. Nietupski said that the original feasibility was solicited from architects and they obtained feedback from several firms and then did a direct selection with Mr. Reilly which is in conformance with the City's Procurement Code.

Councilman Blair said that they are in dire need of the space. He thinks this is a great reuse of the property. He asked what the difference is between new construction and remodel, per square foot. Mr. Nietupski said that the estimate is \$110/sq. ft. for the remodel. Mr. Reilly said that new construction would run twice that amount, or \$220/sq. ft.

Councilman Blair said that he appreciates the fact that they are using that building. He asked why they would ever postpone doing the whole thing at once.

Mr. Norwood said that the main reason is that they don't have the necessary appropriation to complete it. Once Mr. Reilly does the architectural services, and that will be a top priority into next year's budget, they will request funds to complete the project next year.

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.

George Worley reviewed this request for a revision of the Idylwild Tract creating two additional lots. The City's revision of plat process is clear that this comes before the Council as if it were a final plat. There are currently lots existing on the site and they are proposing to add two additional lots. The zoning is SF-35 which requires a minimum of 35,000 sq. ft. per lot. Each of these exceeds that requirement, and the center lot is actually nearly nine acres.

Mr. Worley said that the applicants have been through the process internally and no additional requirements need to be met with this proposed revision. There is, however, an additional aspect that is different than many plats in that there is a development agreement associated with the original split of this parcel from one into two that occurred some years ago. The development agreement had a couple of conditions; one was a requirement that the property owner connect to the City's sewer system when it came within 200 feet of his property and a requirement that they not split the property any further than the original two.

Mr. Worley said that the original request for no more splits was a voluntary request by the property owner, not a requirement of the City. The proposal of the property owner is to add a plat note that would limit four as the total number of lots on the site, and to make a subdivision plat agreement go away through a rescinding of the development (via resolution).

Mr. Worley said there were two neighbors that expressed some concerns about the development; one immediately to the east of the development. They had concerns with it being so close to their boundary. His understanding is that the applicant, Mr. Blocker, has contacted that property owner and spoken to them. The other was

in overall impact of further development on this site because of its rocky terrain and natural condition currently.

He said that staff has no issues with the request based on the zoning code review.

Councilman Blair said that he was on the Planning and Zoning Commission nine years ago when this came through, and Mr. Blocker was the person that brought it forward. He does not see anything wrong with Mr. Blocker coming back, based on the fact that the original zoning would allow it, and he doesn't think they should chastise the property owner for having a mind change to add two more lots.

Councilman Blair asked for clarification on water. Mr. Worley said that potentially there could have been ten one-acre sites. He said that this area is within the City and based on the zoning the water would have been allocated. It does require a water service agreement, but he believes the water has been accounted for already.

Councilman Blair said that based on the zoning, this property would have been allocated ten water services, so if they are only using four, the City needs to go to the State and be sure they get credited the other six services.

Mr. Preston Pettis addressed the Council, stating that he lives immediately east of Mr. Blocker's property. At the time that Mr. Blocker originally bought the property in 2000 he approached him and asked if he and two adjoining neighbors that were in a County island would join the City so he could secure water rights. That is all that was said at that time. The way that he has divided two lots now is approaching his property and he will have very little view out of his back door when one of his children builds a home on that property. He does say in his letter that all or none of it could happen in the next 20 years. He asked why he is bringing it forth now if it can't happen within the next 20 years.

Councilman Blair said that the property was brought in from the county with zoning that would permit ten one-acre sites and this man wants four houses, and if it was approved, any changes would have to come back to the Council in the future. He said that he does not see an issue.

Helen Pettis addressed the Council stating that they have had property on Thumb Butte for 35 years. Mr. Blocker lived across the

street from them for quite awhile when his wife decided that she wanted a larger home so he built her one and now he's decided that they want to build a smaller home and his children will come in and build one each side of them on the back where they are distorting the Pettis' view of Thumb Butte because their roadway will come in.

Ms. Pettis said that when Mr. Blocker first asked them to go into the City for them he said that he would not disturb their little utopia. He is not speaking the truth because he signed papers to the effect that that was the way it was going to be. Now, she hears that the City Council can change anything they want to. She asked what good it was to have any kind of an agreement if it can be changed.

Mr. Worley said that most agreements are contracts between parties. Development agreements are contract between the City and private individuals. If both parties agree to modification of it, they can do that. He said that plat notes are a little different in that they are recorded with the County, but the property owner could come back and go through this same process and modify a subdivision plat to modify those things, provided the Council agreed to them.

Councilman Roecker asked if the property were sold in the future, if the property could be divided into the ten parcels and sold. Mr. Worley said that he could not without going through the same process they are going through now. Councilman Roecker asked if the agreement would go with the property.

Mr. Worley said that it did. They are proposing to rescind the development agreement and put the limitation on lots as a note on the plat, but that would still require Council approval to modify it.

Councilman Blair asked if part of the original stipulation was because there was no sewer available. Mr. Worley said that was correct. Councilman Blair asked if there is sewer available now. Mr. Worley said that it is not at the property yet, but it is getting closer. He said that there was an issue of water lines being available as well, and the requirement included in the development agreement requiring the property owner to connect to sewer when it becomes available will also become a note on the plat.

Dixie Rudolph said that she was one of the three property owners approached by the City at Mr. Blocker's request to sign the petition for him to receive water. She doesn't remember anything being

said about sewage. She does not have sewer; they have a septic tank.

Ms. Rudolph said that when the lady (from the City) came to them and asked them to sign the petition so Mr. Blocker could receive water they agreed. In so doing, they were told that they would be part of the City and they thought that might be an improvement. She said they then signed a contract. She said that they have City water, and they had City water before signing the agreement.

Councilman Blair said that the agreement they signed was an annexation petition to bring everyone into the City limits. Mr. Worley said that there was an annexation petition.

Ms. Rudolph said that in the agreement Mr. Blocker said that he would not change anything for twenty years. She asked what a contract represents when it is made between parties signing it in good faith, and if it is not valid, then why don't they do away with them all across the country.

Councilman Blair asked for clarification on what contract Ms. Rudolph was referring to. Mr. Kidd said that the only contract being discussed is between the owner and the City, the development agreement. Basic contract law allows changes if both parties agree to the changes.

Councilman Roecker asked if the document that was recorded had signatures of all of the neighbors, or just Mr. Blocker's signature. Mr. Kidd said that it was just Mr. Blocker. Mr. Kidd said that he doesn't believe they could make a development agreement if the neighbors did not have an ownership in the property.

Councilman Blair said that Mr. Blocker is not asking for any change in density. He would ask that if there is any change in the development agreement it would be to have sewer available to the property before he adds density.

Mr. Worley said that the original requirement was in relation to water being within 200 feet. Councilman Blair asked how far away sewer was from his property. Mr. Worley said that it is within 1,000 feet, but he is not sure.

Mr. Blocker said that he believes that it is approximately 1,100 feet to get sewer to his property. He did try and get the City to bring it up seven years ago so he could hook to it and not put in an

alternate system. He also approached Mr. Pettis but with only two interested, it would have cost him about \$70,000.

Mr. Blocker said that the neighbors are stabbing him in the back after he went and talked to them. Ms. Rudolph said that she has never talked with him. He said that they have been living in a dream world. There is ten acres there where he has not put a fence up, he has not kept anyone from using that property. Mr. Pettis has also gone and pruned back into his property 40-60 yards.

Councilman Blair asked what rights Mr. Blocker has at this time. Mr. Worley said that he could have more lots than he is proposing to have based on the same zoning and criteria associated with it and the codes adopted for subdivision process.

Councilman Blair asked if he could do four lots if he was still in the County without it being called a subdivision. Mr. Worley said that they could.

Mr. Worley said that the original development agreement was between Mr. Blocker and the City. Councilwoman Suttles said that she would request that this item be pulled from the Consent Agenda.

After further comment from Ms. Rudolph, Mayor Simmons said that what the neighbors signed was the annexation petition.

Leslie Hoy addressed the Council and first thanked the City for putting the entire Council packet on line. In the packet, she had read a letter regarding this issue and she wanted to sit through this part of the meeting because it seems so often neighbors are not given their due attention to items.

In the letter it states, "I would urge the Council and City officials to deny this request until considerably more study and fact finding is completed." She was wondering if more studying and fact finding had been done. Mayor Simmons said that he did not believe so.

Ms. Hoy said that it appeared from sitting through the discussion that more fact finding is in order. She asked if the Council felt compelled to repeal the development agreement, or if that was a choice. Mayor Simmons said that it is a choice. They have an individual that is making an application, going through the proper process, and from the technical standpoint the City contacted the property owners, but it was not required to do so. He did not

appreciate Ms. Hoy's comments that the neighbors concerned would not get aired in public. This is not a complicated issue; he is not sure what else they would study.

Ms. Hoy said that she did not mean to cast aspersions on the Council; she is confused with property rights in Arizona in general. She said that maybe if more time was spent getting the neighbors together they could resolve some of the concerns.

Councilman Blair said that it is what it is. It was zoned for one-acre parcels and he voluntarily came to staff and reduced the density to two. Now he is asking for more and staff, that has Master degrees in planning, is saying it is a good thing.

Ms. Hoy said that it may be a good thing, but they have a lot of unhappy people.

George Seaman asked if the agreement being referred to was a pre-annexation development agreement, or if the development agreement occurred after the annexation. Mr. Worley said that he believes that the development agreement was negotiated and signed after the annexation occurred. He does not know if the neighbors were aware of the potential for the development agreement.

Mr. Seaman said that if the neighbors were led to believe that the annexation was dependent upon the agreement, and the City changes the agreement, the neighbors would have grounds for a lawsuit.

Mayor Simmons said that is a good point, and it may be one of the reasons for the confusion.

Jack Wilson asked if it is possible to have the development agreement written that is tri-party or multiparty. Mr. Kidd said that they can have multiple parties, as long as they have a property interest in the agreement.

Mr. Kidd said that the agreement he has seen is a two-party agreement. There could be an agreement involving different parties with multiple properties.

Mr. Wilson said that the neighbors have talked about a document that no one on the dais has looked at, and it would be better to get a hold of that document to be reviewed.

Dustin Carter said that he was speaking on behalf of Judy and Elaine Schenkel who live at 2001 Thumb Butte Road. When this came out Mr. Blocker made himself available to the homeowners to speak about any concerns and a friend of the Schenkels had met with him yesterday to discuss their primary concern, which was the roadway that would cut in along their property line and its location to the house. In speaking with Mr. Blocker, he assured them that it would be moved and that he would take them into consideration. Speaking on behalf of the Schenkels, they appreciated him taking the time to speak with them and his earnestness in working with them to make sure they still have somewhat of a back yard. They have no other complaints.

Mayor Simmons said that puts them down to two against and one for. Mr. Worley noted that it is actually a driveway, not an actual roadway.

Councilman Lamerson said that he would trust that there would be some effort made to find the elusive document that no one seems to have. Mr. Worley said that staff would contact the adjoining property owners and try to obtain a copy of that document, and also pull the annexation file.

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.

Library Director Toni Kaus said that this first item is the annual maintenance billing form the library automation vendor that provides the system shared by the Yavapai Library Network. The network is a consortium of over 40 public, college and school libraries.

Councilwoman Suttles asked when the City gets reimbursed from the other agencies. Ms. Kaus said that as soon as Council approves the bill then someone from the City's finance department will be asking her for the amounts to bill and they send them a letter explaining what each library should be billed. She said that 90% of them pay within a month of two, but they are always paid.

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

Ms. Kaus said that this item is a request for authorization to purchase computers for the Prescott Public Library, replacing 41 computers, 32 workstations and 9 laptops. The average age of the computers is about five years. The funds for the purchase will come from the Yavapai County Library District property tax monies that are designated for library automation and special projects. These will be purchased through State contract.

Councilman Suttles said that this is a four-year plan, with the City paying \$51,000. Ms. Kaus said that was correct and they were approved in the IGA where Yavapai County provides monies in the budget from which these funds come. She asked if they do a bid, and asked how they came about selecting Gateway. Ms. Kaus said that the last time they purchased Dell computers, at which time the City was pretty well standardized on Dell. She said they had particularly bad luck with that batch of Dell computers, and although they were on warranty, they invested considerable time maintaining and repairing them because the mother boards on the computers have gone two or three times. This time they asked to purchase one workstation from several different vendors from HP, Gateway, Dell and tested them out with staff and other libraries, and these were the best bang for everyone's buck. She said that they expect them to last four or five years. She added that they have a four year on-site parts and labor warranty. She said that some of the old computers get recycled to replace older units elsewhere, and sometimes there are other libraries in the library network that might have older computers that these replace.

Councilman Luzius asked if they have had experience with Vista. Ms. Kaus said that some of their staff computers do have Vista and she has been using Vista at home. It seems usable to her. Councilman Luzius said that he has heard a lot of comments that Vista was problematic. Ms. Kaus said that the library network staff would have loved to have gone to Vista the day after it came out. The work stations they ordered to test all came with Vista and she has not heard any complaints; they have had more problems with Office 2007.

- 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.

Councilman Lamerson said that all items, with the exception of Item D, would be on the Consent Agenda.

I. Presentation by Prescott Little League.**

Bob Sanders, District Administrator for Little League Baseball, said that he not only represents Prescott but all of Yavapai County and part of Coconino County. On July 18 the City hosted the 11 and 12 year old state baseball tournament that was won by Chandler National, who was the team that went to the World Series. He then presented a plaque to the City of Prescott and sponsor letters to each member of the Council to thank them for everything they did for Little League Baseball. He gave a special thank you to Rudy and his staff for the 110% they gave during the tournaments.

II. ADJOURNMENT

The Study Session of the Prescott City Council of November 20, 2007 adjourned at 4:17 p.m.

SPECIAL MEETING

I. Call to Order.

Mayor Simmons called the Special Meeting to order at 4:17 p.m.

II. REGULAR AGENDA

Mayor Simmons called the Special Meeting to order and said that they were going to discuss Item B before Item A.

He explained that in accordance with the rules of the City, one member of the prevailing party can request that an item be brought back, of which he is a part of that group on the development agreement, and of which Councilman Luzius was on the annexation, and he has asked that it be brought back.

All that they will be discussing will be whether to bring these two items back at which time, next Tuesday, they would be further discussed and voted on.

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

MAYOR SIMMONS MOVED TO RECONSIDER THE FANN DEVELOPMENT AGREEMENT AT THE NOVEMBER 27, 2007 MEETING; SECONDED BY COUNCILMAN BELL.

Councilman Lamerson said that this has been a real arduous deal and he does not want to put Mr. Fann through any more, unless there is some indication that there will be some changes to consider.

Councilman Luzius then read a statement:

“Pursuant to his direction legal staff reviewed and was directed to make a number of significant changes to the previously-approved Fann Development Agreement in order to address some of these significant concerns myself and other council members had with that agreement. The changes are in three fundamental areas.

First I was concerned with the potential damage exposure the City faced under the original agreement. As written previously, the City would have been responsible for potential damages based upon the developer’s interest and financing. This new agreement now provides that the developer is responsible for the off-site infrastructure and the City’s responsibility is limited to reimbursing the actual cost of the construction which has to be publicly bid. The other remedies are limited to specific performance and there are damage remedies for the rest of the contract. By shifting the responsibility to the developer for construction of the public infrastructure in the new proposed development agreement, the responsibility for time frames and completion is shifted to the owner development and will likely provide incentive to phase this infrastructure in accordance with the project needs. It also eliminates much of the liability and potential damages the city faced under the agreement as previously written. This process has been used in many similar development agreements.

Secondly, plans and processing them were to be done in reasonable and fairly accordance with the City development standards applicable to everyone. These sections have been changed in the agreement to provide the plans will be handled consistently with everyone else in the City.

Third is the water allocation which is now limited in availability on an annual basis and if all or part of the 40 acre feet per year is not used, the it rolls over and becomes part of the next year’s allotment. This is a more performance-based allocation process and it is intended to provide some incentive for the developer to perform over the course of the contract.”

He said that these three areas are significant changes to the development agreement and substantially reduces the City’s exposure that it had under

the previous agreement. He said they are still working to clear out all of the fine print and any verbiage that needs to be changed, but he feels this new pre-annexation development agreement is a win/win document which was a collaborative endeavor that took many hours of discussion and meetings. He then acknowledged the help he had from Jim Lawrence who was very experienced in contract negotiations and he was very helpful. It is his understanding that this contract agreement is okay conceptually by the Fann group.

Jason Gisi addressed the Council, stating that he wanted to make it very clear that everybody is locked up in a conference room right now going through the comments and he doesn't think it would be fair for the public to think, or for the Council for that matter, to think that the deal is done. They have made significant progress, but they are going through it line by line because there are millions of dollars in play for both parties.

Councilman Lamerson said that if that is the case, he has no problem with this being reconsidered.

George Seaman said that he would like to hear from Mr. Kidd.

Mr. Kidd said that the proposed draft looked at the infrastructure and they have shifted that infrastructure to the developer under a public bid process. In return for that, it eliminates the exposure to the City in terms of the remedy section, in terms of liquidated damages or on the interest the developer has on his contracts. Damages under the current provisions are limited to the unpaid amounts of the remaining part of the contract that the City had to pay. He said that all of the other damages in the agreement are for specific performance, and no attorneys fees except for the arbitration process, which is very limited.

Mr. Kidd said that another change is taking out the specific time frames in the development plan review, along with the water roll over.

Councilman Luzius said that they have not seen the amended agreement and before he votes he wants to be sure of what he is voting on.

Mayor Simmons said that it was his understanding that they would have that by tomorrow for review.

Howard Mechanic said that he heard that the agreement is ready to be sent out to Council. Mayor Simmons said that it is not ready now, but it is expected to be in the packets tomorrow (due to the holiday). Mr. Mechanic said that he appreciated the Clerk getting the new agenda process established. He said that Fann has not agreed to this proposal and his assumption would be that they are not going to vote next week on

something that the developer is not asking them to vote on. Mayor Simmons said that was a reasonable assumption.

Mayor Simmons then restated the **MOTION TO RECONSIDER THE FANN DEVELOPMENT AGREEMENT AT THE NOVEMBER 27, 2007, CITY COUNCIL MEETING; SECONDED BY COUNCILMAN BELL; PASSED UNANIMOUSLY.**

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

COUNCILMAN LUZIUS MOVED TO RECONSIDER THE FANN ANNEXATION ORDINANCE NO. 4632-0834 AT THE NOVEMBER 27, 2007, REGULAR VOTING MEETING; SECONDED BY COUNCILMAN LAMERSON; PASSED UNANIMOUSLY.

- C. Recess into Executive Session.

COUNCILMAN LAMERSON MOVED TO RECES INTO EXECUTIVE SESSION; SECONDED BY COUNCILMAN BLAIR; PASSED UNANIMOUSLY.

The Prescott City Council recessed into Executive Session at 5:48 p.m.

III. EXECUTIVE SESSION

- A. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

1. Sand Trap v. City of Prescott*

- B. 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.

C. POST EXECUTIVE SESSION:

1. Consideration of employment agreement for City Clerk.

The Prescott City Council reconvened into Open Session at 5:48 p.m. **MAYOR SIMMONS MOVED TO APPROVE THE EMPLOYMENT AGREEMENT AS PRESENTED, WITH A SALARY AMOUNT OF \$80,267.00; SECONDED BY COUNCILMAN BELL; PASSED UNANIMOUSLY.**

IV. Adjournment.

The Special Meeting of the Prescott City Council held November 20, 2007, adjourned at 5:48 p.m.

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Joint Study Session/Special Meeting of the City Council of the City of Prescott, Arizona held on the 20th day of November, 2007. I further certify the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2007.

AFFIX
CITY SEAL

ELIZABETH A. BURKE, City Clerk