



PRESCOTT CITY COUNCIL STUDY SESSION AGENDA

**PRESCOTT CITY COUNCIL
PUBLIC MEETING – STUDY SESSION
TUESDAY, FEBRUARY 5, 2008
3:00 P.M.**

**Council Chambers
201 S. Cortez Street
Prescott, AZ 86303
(928) 777-1100**

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

CALL TO ORDER

INTRODUCTIONS

INVOCATION: Pastor Mark Maline, St. Luke's Episcopal Church

PLEDGE OF ALLEGIANCE: Mayor Wilson

ROLL CALL:

MAYOR AND CITY COUNCIL:

Mayor Wilson

Councilman Bell

Councilman Lamerson

Councilwoman Lopas

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. ***PLEASE NOTE:*** Comments from the public regarding any item on the agenda will be limited to five (5) minutes. Please refer to the Clerk's desk for the timing sequence of the lighting signals: ***GREEN*** at the beginning of comments, ***YELLOW*** with one minute remaining, and ***RED*** when time has ended.

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.

I. DISCUSSION ITEMS

- A. Authorization to purchase forty-five Glock Pistol Sets from ProForce Law Enforcement Marketing, Inc. in the amount of \$20,530.87.
- B. Adoption of Ordinance No. 4641-0843 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending Title II, Chapter 13 of the Prescott City Code regarding the imposition of special rates for sanitation services.
- C. Approval of a professional services agreement with Lyon Engineering in the amount of \$47,000.00 for the Willow Creek Levee Analysis west of Willow Creek Bridge and south of Sandretto Drive.
- D. Approval of procurement of Maintenance Management System software and services for the Utilities Operations Division from GBA Master Series, Inc., in a total amount not to exceed \$121,500.00.
- E. Adoption of Ordinance No. 4641-0844 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, extending and increasing the corporate limits of the City of Prescott by annexing 8.9 acres of commercially-zoned land lying between Shoup Street, Adams Avenue and Iron Springs Road into the City of Prescott and assigning a zoning classification thereto.
- F. Approval for a five-year extension for submittal of Final Plat for Victory Hills Subdivision, located west of Gail Gardner Way with access from Wagon Trail and Pike Place, Applicant Joe Vincent (SP06-001).
- G. Approval of Final Plat for Unit VIII of The Ranch @ Prescott, comprising 31 lots on approximately 23.5 acres located west of Lee Blvd, and south of Gateway Mall, Owner Scott Lee (FP07-009).
- H. Approval of an agreement with Prescott Alternative Transportation (PAT) to provide funding in the amount of \$29,940.00 for implementation of the Safe Routes to School program.
- I. Approval of Renewal for Yavapai Downs to conduct Off-Track Wagering at Matt's Longhorn Saloon, 112 S. Montezuma Street, for the years 2008, 2009 and 2010.
- J. Discussion and consideration of direction on a Government Channel through Access 13 and CableOne.

- K. Approval of the Minutes of the Prescott City Council Regular Voting Meeting of January 22, 2008, the Special Meeting (Executive Session) of January 25, 2008, the Special Meeting (in their capacity as Regional Association of Local Governments) of January 28, 2008, and the Workshop of January 29, 2008.
- L. Selection of Items to be placed on the Regular Voting Meeting Agenda of February 12, 2008.

II. 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

COUNCIL AGENDA MEMO – February 5 & 12, 2008

DEPARTMENT: POLICE

AGENDA ITEM: Recommendation for Council to approve purchase of forty-five (45) Glock Pistol Sets from ProForce Law Enforcement Marketing Inc, Prescott, Arizona in the amount of \$20,530.87.

Approved By:

Date:

Chief of Police: Randy Oaks



01/23/08

Finance Director: Mark Woodfill

City Manager: Steve Norwood

BACKGROUND

On Sunday, December 23, 2007, the City of Prescott posted a public notice inviting bids from federally licensed firearms dealers for the purchase of forty-five (45) Glock 22 .40 Caliber Pistol Sets (PN22506 with trijicon night sights & 3 magazines) for the Prescott Police Department

Additionally, bid specifications and notices inviting bids were mailed to four local dealers/distributors.

- J & G Sales - Prescott, Arizona
- Prescott Valley Guns - Prescott Valley, Arizona
- ProForce Law Enforcement Marketing Inc. – Prescott, Arizona
- High Country Guns – Prescott, Arizona

The open bid process was conducted on January 3, 2008 at 2:00 p.m. by the Office of the Prescott City Clerk at 201 S. Cortez Street, Prescott, Arizona with the receipt and opening of one (1) bid from ProForce Law Enforcement Marketing Inc.

FUNDING

Funding for this purchase will come from budgeted funds in this fiscal year's Police Department capital budget in the amount of \$20,500. Additional funds in the amount of \$ 30.87 will come from the Police Department's operating budget 1-855-290.

Recommended Action: Move to authorize purchase of forty-five (45) Glock Pistol Sets from ProForce Law Enforcement Marketing Inc., Prescott, Arizona in the amount of \$20,530.87.

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| COUNCIL AGENDA MEMO – February 5 & 12, 2008 |
| DEPARTMENT: Field Operations |
| AGENDA ITEM: Approval of Ordinance Establishing Fees for Roll-off Refuse Containers |

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| Approved By: | Date: |
| Department Head: Chad M ^c Dowell | Feb 5, 2008 |
| Finance Director: Mark Woodfill | |
| City Manager: Steve Norwood <i>[Signature]</i> | 1/31/08 |

Background/Summary – The City of Prescott currently provides refuse collection services to residents and businesses within the City limits. In September 2007, Council approved purchase of a roll-off Truck from Rush Truck Center, for the Solid Waste Division. The truck is now in service, and the Solid Waste Division is ready to begin providing roll-off services to City of Prescott customers. Providing larger, 20-, 30- and 40-cubic yard roll-off container collection services will better and more efficiently serve the needs of our customers and provide an alternative option to commercial collection

At present, Solid Waste has several requests from existing customers to provide roll-off services. While there is no plan to advertise this service, we will provide it to those who request. The service would be provided at a guaranteed rate and with the same level of customer service currently provided to all City residents and businesses.

Finance - We will provide the service at the same rate we charge for commercial dumpster service. The rate is \$134.40 per haul plus \$57.25 per ton regardless of container size. This fee covers the costs of staffing, fuel and vehicle usage. A one-time set-up/removal fee of \$50.00 will be charged for temporary containers. Permanent containers are exempt from this fee.

The roll-off fee will increase as the rate for commercial dumpsters increases. Roll-off customers will also be charged the same fuel surcharge fee adopted by Council for all sanitation services. Establishing roll-off service complies with Council's recent Goals Retreat decision to increase revenue

Attachments – Ordinance Approving Establishment of Fees for Roll-Off Refuse Containers.

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| Recommended Action: MOVE to adopt Ordinance No. 4641-0843 |
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ORDINANCE NO. 4641-0843

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT YAVAPAI COUNTY, ARIZONA, AMENDING TITLE II, CHAPTER 13 OF THE PRESCOTT CITY CODE REGARDING THE IMPOSITION OF SPECIAL RATES FOR SANITATION SERVICES

RECITALS:

WHEREAS, Title II, Chapter 13, as adopted by Ordinance 4435 of the Prescott City Code sets forth rates for certain services; and

WHEREAS, the Mayor and City Council wish to amend Title II, Chapter 13, adding to the existing sanitation service rates and establishing a fee for roll-off refuse containers.

ENACTMENTS:

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

SECTION 1. THAT Section 2-13-6(B) of the Prescott City Code entitled "Commercial Accounts" is hereby amended as follows:

2-13-6 SANITATION SERVICE RATES AND CHARGES:

(A) -

(B) Commercial Accounts: For "commercial accounts" as defined in this chapter, the rate structures listed below shall be used to determine the monthly charges for sanitation services.

1. Commercial Cans (68-gallon)

The minimum monthly charge for **all commercial accounts cans** shall be nineteen dollars fifteen cents (\$19.15).

Monthly Commercial Sanitation Rate Schedule

Commercial Cans

68 gallon Nineteen dollars fifteen cents (\$19.15)

For those commercial accounts using the automated side loader collection system, the cost for the first two (2) 68-gallon cans shall be nineteen dollars fifteen cents (\$19.15) per month and the cost

for each additional can thereafter shall be five dollars eighty cents (\$5.80) per month.

2. Commercial Roll-Offs

For 20-, 30- and 40-cubic yard roll-off container collection services, the monthly charge shall be \$134.40 per haul plus \$57.25 per ton regardless of container size with a one-time set-up/removal fee of \$50.00 for temporary containers. Permanent containers are exempt from this fee.

Monthly Commercial Sanitation Rate Schedule

Commercial Roll-Offs

**Per Haul One Hundred Thirty-Four and 40 cents (\$134.40)
+ \$57.25 per ton with one-time set-up/removal fee
of \$50.00**

SECTION 2. THAT Section, 2-13-6(l) of the Prescott City Code entitled "Solid Waste Fuel Surcharge" is hereby amended as follows:

(I) SOLID WASTE FUEL SURCHARGE:

Residential **and commercial** customers shall be subject to the following fuel surcharge rates and charges, which are calculated: based upon the EIA/DOE national diesel price index for the month prior to the actual billing date and shall be charged to customers in addition to the sanitation service rates and charges:

| DOE (1) Average at Least | <i>Fuel Surcharge</i> % Increase |
|-----------------------------|---|
| 2.50 | 0.00 |
| 2.75 | 0.40 |
| 3.00 | 0.80 |
| 3.25 | 1.20 |
| 3.50 | 1.60 |
| 3.75 | 2.00 |
| 4.00 | 2.40 |
| 4.25 | 2.80 |
| 4.50 | 3.20 |
| 4.75 | 3.60 |
| 5.00 | 4.00 |

(1) DOE website. <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this 12th day of February, 2008.

JACK D. WILSON, Mayor

ATTEST:

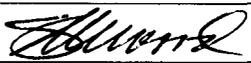
APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

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| COUNCIL AGENDA MEMO – February 5, 2008 | |
| DEPARTMENT: Engineering Services | |
| AGENDA ITEM: Approval of a professional services agreement with Lyon Engineering in the amount of \$47,000.00 for the Willow Creek Levee Analysis west of Willow Creek Bridge and south of Sandretto Drive | |

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| Approved By: | | Date: |
| Department Head: Mark Nietupski | | |
| Finance Director: Mark Woodfill | | |
| City Manager: Steve Norwood  | | 01/28/08 |

Item Summary

This item is to procure engineering services for analysis and potential design modifications for the Willow Creek Levee west of Willow Creek Bridge and south of Sandretto Drive.

Background

Subsequent to the levee failures that resulted from the hurricane Katrina disaster in New Orleans, FEMA initiated a nationwide evaluation and certification process for all levees. The City has one levee on Willow Creek beginning upstream of the Willow Creek Road Bridge, approximately 4,000 feet in length, as shown on the attached area map.

The City applied for and received Provisionally Accredited Levee (PAL) status for the Willow Creek Levee on December 6, 2007. This status provides the City with a 2-year "window", October 2007 thru October 2009, to perform an analysis of the levee to determine if any deficiencies exist and make the necessary repairs in order for the levee to comply with the criteria of the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10). As a result of the PAL status, the property protected by the levee retains the same Floodplain designation during the 2-year period with no negative impacts to property value or flood insurance rates.

In the fall of 2001 the City completed a project, designed by Lyon Engineering, to armor the Willow Creek Levee with gabions. Due to Lyon's previous involvement with the levee the firm is the logical choice to perform the necessary analysis as they possess recent technical information regarding flow characteristics and conveyance capacity of Willow Creek. The selection of Lyon Engineering will save the City both time and expense in complying with FEMA Regulations to certify the levee.

Agenda Item: Approval of a professional services agreement with Lyon Engineering in the amount of \$47,000.00 for the Willow Creek Levee Analysis west of Willow Creek Bridge and south of Sandretto Drive

Budget

FY 08 funding in the amount above is available for the Willow Creek Levee Analysis from the One Cent Sales Tax for Streets and Open Space.

Project Schedule

Pending contract award, the engineering and certification may take 6 – 12 months depending upon FEMA responsiveness.

- Attachments**
- Area Map
 - Lyon Engineering Proposal

Recommended Action: **MOVE** to approve a professional services agreement with Lyon Engineering in the amount of \$47,000.00 the Willow Creek Levee analysis.

Agenda Item: Approval of a professional services agreement with Lyon Engineering in the amount of \$47,000.00 for the Willow Creek Levee Analysis west of Willow Creek Bridge and south of Sandretto Drive

Tuesday, January 15, 2008

Re: Willow Creek Levee Analysis and Design modifications

If you concur with the details of this letter agreement, please sign where indicated and return one copy for our files.

Sincerely,

Lyon Engineering and Development, Inc.



Dean A. Lyon, P.E., R.L.S.

President

Agreed To:

By: _____ Date: _____

Print Name

Title

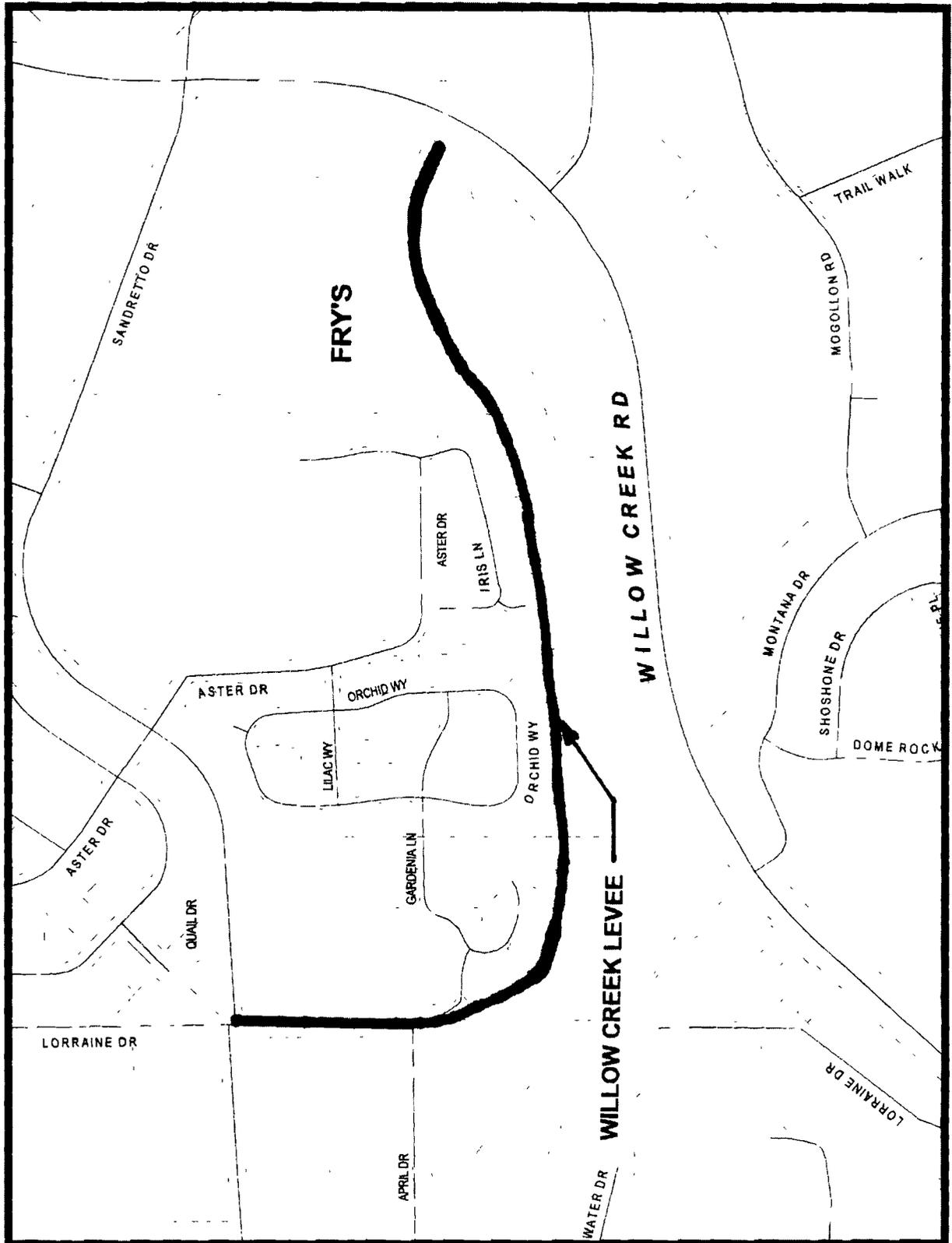
By: _____ Date: _____

Print Name

Title

Client Initials: _____ Consultant Initials: _____

Agenda Item: Approval of a professional services agreement with Lyon Engineering in the amount of \$47,000.00 for the Willow Creek Levee Analysis west of Willow Creek Bridge and south of Sandretto Drive



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| COUNCIL AGENDA MEMO – February 5, 2008 | |
| DEPARTMENT: | Public Works |
| AGENDA ITEM: | Approval of procurement of Maintenance Management System software and services for the Utilities Operations Division from GBA Master Series, Inc., in a total amount not to exceed \$121,500.00 |

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|--------------------------|---|--------------|
| Approved By: | | Date: |
| Department Head: | Craig V. McConnell <i>Craig McConnell</i> | 1-30-08 |
| Finance Director: | Mark Woodfill | |
| City Manager: | Steve Norwood <i>Steven Norwood</i> | 1/31/08 |

Item Summary

This item is to procure software required for implementation of the Utilities Operations Division Maintenance Management System (MMS). The recommended vendor was selected via a competitive proposal process including evaluation of both product functionality and cost.

The software will provide the means to build the MMS by creating and populating physical asset databases (900 miles of water and sewer pipes, 31 tanks and reservoirs, 40 pump stations, 7,000 manholes, etc.), and importing standard maintenance activities developed through "ground up" involvement of City crews. Annual work programs will be formulated using the software by associating manpower, equipment, and material resources required for the standard activities, and setting maintenance levels of service (frequency, response times, etc.). The annual work program will become the basis for the fiscal year performance budget and crew scheduling, and through the reporting of work accomplished, enable determination of productivity.

The system will additionally interface with the City's backflow/cross-connection program, CCTV software, and GIS system, providing powerful new tools for enhancing utilities operations and maintenance.

Background

A three phase MMS project was initiated for what is now the Utilities Operations Division in July 2005 by Lorick Associates Consulting, a technical contractor specializing in infrastructure maintenance management. The first two phases of the project addressing water and sewer activities were completed in 2006 via a prior contract: Phase 1, documented in the *Final Report - Utility Maintenance & Operations Review*, a copy of which is on file at Public Works; and Phase 2, selection of the MMS software platform. Phase 3 MMS implementation, now in progress and being facilitated by Lorick Associates Consulting, for which the GBA Master Series product recommended herein is required, was approved by Council on November 13, 2007.

Agenda Item: Approval of procurement of Maintenance Management System software and services for the Utilities Operations Division from GBA Master Series, Inc., in a total amount not to exceed \$121,500.00

Request for Proposals and Evaluation

With the assistance of Lorick Associates Consulting, a detailed request for proposals was developed, to which five (5) vendors responded. Following review by Public Works, Finance/IT, and Lorick, three (3) firms were scheduled for on-site product demonstrations. The final ranking was as follows:

- 1. GBA Master Series, Inc. Overland Park, KS
- 2. CartêGraph Systems, Inc. Dubuque, IA
- 3. Datastream Systems Greenville, SC (declined presentation)

Project Schedule

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|-------------------------|---------------|
| Procurement of software | February 2008 |
| MMS operational | July 2008 |

Budget

Funding in an amount not to exceed \$121,500 for software and data conversion/import is available in the Water and Sewer Funds. A total of \$235,000 was budgeted for the project in the current fiscal year (FY 2008) for two items: (1) this procurement (\$121,500); and (2) the Phase 3 MMS implementation services (\$112,371) previously approved in November 2007 and now being accomplished by Lorick Associates Consulting.

Annual licensing, technical support, and updates (currently \$17,620) will be budgeted in subsequent fiscal years.

- Attachments**
- Request for Proposals (excerpt)
 - GBA Master Series Overview
 - GBA Proposal (excerpt)

Recommended Action: Move to approve procurement of Maintenance Management System software and services for the Utilities Operations Division from GBA Master Series, Inc., in a total amount not to exceed \$121,500.00.

Section IV - Scope of Work

The City is seeking proposals from qualified vendors to provide computerized infrastructure management system software (IMS) that manages maintenance, operations work and utility infrastructure assets within the City.

A. Background

The City is 37 square miles and is located in northwest Arizona, bordered by the Prescott National Forest, Prescott Valley, and Chino Valley. The population is approximately 39,450. The Utilities Division is responsible for all the service areas of the City of Prescott as well as providing water to certain customers in a portion of Yavapai County, and within the Town of Chino Valley

The City is seeking proposals from qualified Vendors/Organizations to provide and install a computerized infrastructure management system (IMS) for organizing the Utilities Division water and wastewater maintenance operations within the City. This will replace the existing maintenance systems and upgrade the technology being used. The upgrade is to facilitate continued improvement in maintenance operations by more effectively planning, scheduling and managing the Water and Wastewater Operations.

Maintenance infrastructure operations include distribution lines, valves, meters, hydrants, reservoirs, tanks, pump stations, pressure reducing vaults, sewer lines, wastewater lift stations, manholes, sewer connections and wastewater treatment plants. The City's objective is to acquire enhanced technology to replace the existing system, to provide planning, organizing, scheduling and controlling functions and produce an activity-based system for the City's Water and Wastewater Maintenance Operations. The system is to incorporate the business processes of work *planning and budgeting, work tracking, work order management, and asset management* functions with others listed in detail in this section "D - System Needs" and associated subsections starting on page 12. *The system will include complete service request/work order capabilities that are completely linked to the activity-based planning and performance budgeting capabilities.*

The City does not desire to obtain professional support in this proposal to reengineer or modify its desired work processes. Instead, it seeks software and support to load, populate and train to use the software and adapt it to the processes desired and outlined in this RFP. Vendors may consider teaming with other firms to provide software that will support all the required maintenance management functions.

B. Existing Operations

The water and wastewater maintenance operation is responsible for approximately 469 miles of water lines, 20,664 valves, 2,123-2,433 hydrants, 3 water reservoirs, 28 water tanks, 40 pump stations, 87 pressure reducing vaults, ~400 miles of sewer lines, 64 wastewater lift stations, 3 Wastewater Treatment Plants, and ~7,000 manholes.

The City is also responsible for performing meter reading and meter maintenance throughout the City. Meter readers are responsible for 20,751 accounts with water or wastewater service. A separate division, Utility Billing, is responsible for billing customers. The majority of City customers are residential.

Our company listens. Our software delivers.

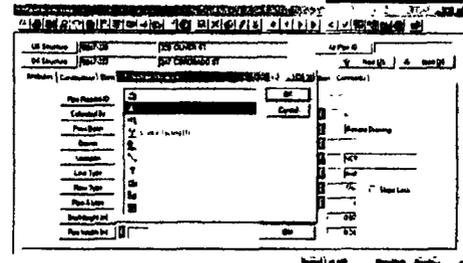
Since 1985, the *GBA Master Series*® software suite has delivered essential information technology tools to public works and utility agencies for effective maintenance management of infrastructure assets. Agencies nationwide use our commercial off-the-shelf (COTS) applications to approach infrastructure management with innovative, practical, GIS-enhanced solutions.

Since the inception of our company, GBA Master Series, Inc., (gbaMS) has focused exclusively on the design, development and implementation of the *GBA Master Series* software solutions. Our product development is and has always been driven by the ideas we receive from our clients, because public works and utility agencies know what they need for success. The benefit to you is that our software applications have been polished by more than two decades of meaningful feedback from 200 client sites and 4,000 users. When we say that our company listens and our software delivers, we mean it.

GBA Master Series enables complete, efficient management of public works and utility systems. In addition, the software provides extensive functionality by integrating work order management, customer complaint and service request tracking, parts and materials inventory control, preventive maintenance scheduling and GIS spatial analysis. Using *GBA Master Series*, your agency can prioritize and account for maintenance and work activities, perform administrative tasks and budgeting, and improve productivity and communications.

GBA Master Series combines maintenance management, asset inventory and inspection, and GIS compatibility to provide the most comprehensive computerized maintenance management system available. Our clients use *GBA Master Series* to manage:

- Wastewater collection/treatment systems
- Storm water drainage systems
- Water treatment/distribution systems
- Pavement management
- Traffic control systems, street lights & right-of-way assets
- Bridges
- Parks
- Trees and Landscaping
- Facilities



Sample screen showing ease of navigation between *GBA Master Series* modules

Practicality and Power

GBA Master Series provides the perfect mixture of practicality and power. Our solutions are scalable by design. You implement only the products that provide the specific capabilities that match your functionality needs. You only need to license the number of seats that match your user capacity requirements.

Our solutions are powerful because they are fully integrated.

- Each of the asset management applications can link directly to the work management application.
- The work management application utilizes the materials management and mobile applications.
- The asset management and work management applications can directly link to the GIS integration applications.
- All applications operate using a single executable interface
- All applications share a common security system.

This integration ensures **no duplicate data entry**, and updates are instantly available to all associated modules.

Navigation between modules is extremely easy. With the click of a button in any module, the software will display a list of other modules that contain at least one record for the feature of interest. The user can click on the associated module on the list that they wish to navigate to/from, and the system will automatically open that module, run a query and display the appropriate records.

GBA Master Series Overview

Best Business Practices

gbaMS focuses on the development of COTS application software that easily adapts to the business practices of our user community agencies. To accomplish this, we supply products with considerable flexibility and significant user-customization capabilities. Customization includes module behavior options, field names, field security, user-defined fields, context-sensitive fields, tailored GIS field setup and many other options.

Solid Technology

The *GBA Master Series* software suite is developed using Microsoft C++® programming language. Our development incorporates Microsoft Visual Basic® for additional tools and executables, and our software operates in a Microsoft Windows® environment. *GBA Master Series* products use a variety of database engines, including Microsoft Access® and the enterprise database engines Microsoft SQL Server® and Oracle®, which are fully ODBC compliant. Our extensive data conversion experience means our developers and implementers can successfully migrate from Access to SQL Server, a common process in our implementation effort. This is a testament to the software's capacity to grow with your agency. The programs operate across a TCP/IP network.

For robust reporting capabilities, *GBA Master Series* incorporates Crystal Reports® report writing software. In addition to pre-defined Crystal Reports, our Browse feature allows you to perform on-the-fly reports on any data fields, within any set of criteria. The program even allows you to save these configurations for future use.

The *GBA Master Series* software also installs a Security program that allows a system administrator to establish individual and/or group permissions for each module. These rights include add/edit/delete rights and module (database) access rights.

Responsive Services

The right people delivering the right services makes all the difference. To effectively implement a technological project, we develop an excellent working relationship with the client. You can purchase the best software money can buy, but if it is not utilized and applied by your end-users, then it is useless. We strive to give you and your users a thorough understanding of the *GBA Master Series* solutions you have chosen to implement and the processes that accompany them.

We are fully aware that the introduction of new technologies affects an agency significantly. We emphasize successful change management; our implementation approach focuses on early-on acceptance by users. This allows your agency to be as self-sufficient as you wish regarding system administration. We also recognize the issues that need to be addressed before the solution benefits are achieved. Our multi-step implementation approach steers toward "production mode" as quickly as possible. Beyond simply installing software, we provide six basic types of services: data conversion, mapping services, GIS integration, training, software support and maintenance.

The most critical factor to creating and maintaining successful client relationships is our ability to continuously deliver unsurpassed technical support and software maintenance services. Our technical support staff adopts a "clients first" mentality. They appreciate the importance of providing timely and effective responses.

In addition to our support staff during business hours, we make extensive use of Web-based conferencing and support tools to demonstrate applications, answer questions, download upgrades, test applications after installation and configuration, and upload data for analysis. Other online resources include a 24-7 Client Help Desk, in which software users can submit questions and concerns at any time and an online discussion forum to allow the user community to provide advice and approaches for others.

Partner Network

We realize that many agencies require a variety of products and services to enhance their on-going infrastructure management efforts. As a result, we maintain a varied and active network of strategic partners and allies. Our partner network enables us to deliver solutions that supplement *GBA Master Series* applications, adding value with seamless integration. With the "open" architecture of *GBA Master Series* and our "partner-friendly" philosophy, we have successfully developed interfaces to other software solutions. Value-added solutions from our Partner Network include technologies for:

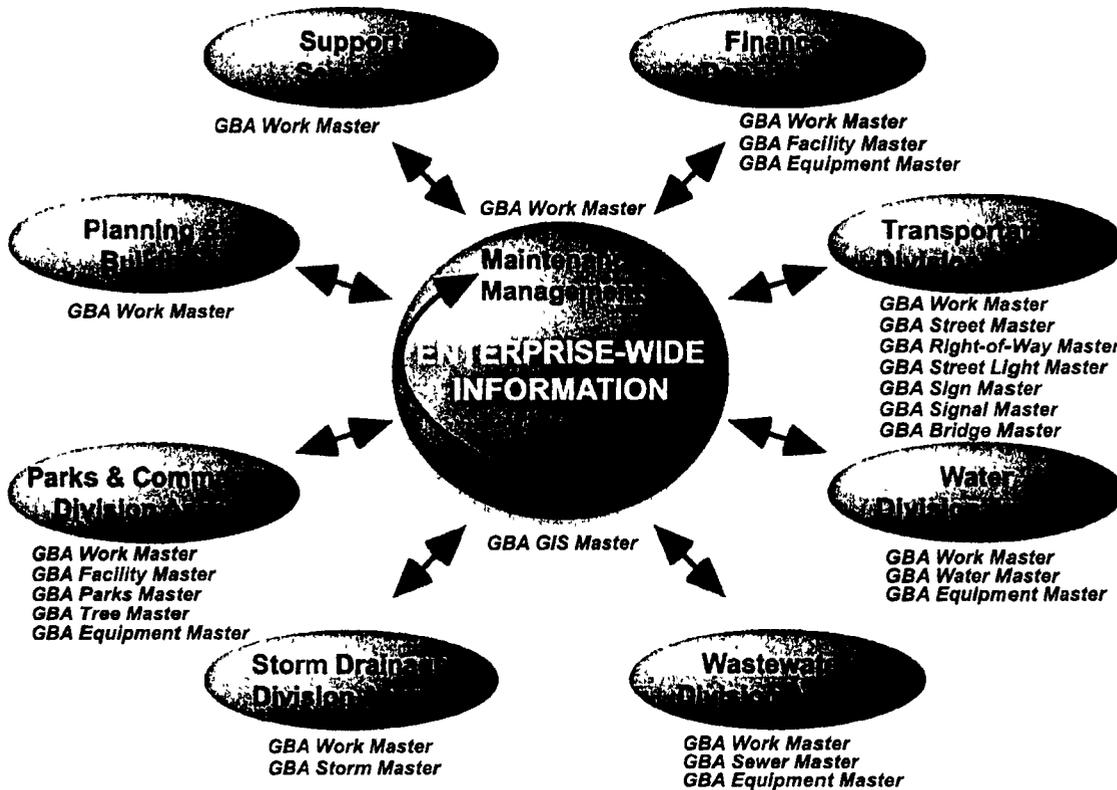
- Asset data acquisition and condition assessment
- Wireless networking and mobile computing
- Intranet/Internet
- Enterprise Resource Planning (ERP)
- Complementary software for Financials, Personnel and Citizen Services
- Data collection & GIS-mapping development services
- Supervisory Control and Data Acquisition (SCADA)

Enterprise-wide Management System

Cities and counties are increasingly taking an enterprise-wide management approach to account for their infrastructure systems. The advantage of enterprise management is that infrastructure data becomes available to city or county-wide information systems and databases. Access to this data enhances operations and decision-making within each networked division or department.

GBA Master Series solutions support the enterprise approach. While data entry occurs only once, several departments can work together using the same program or programs to more efficiently track system components, maintenance and activities. In addition, all programs can link to an existing enterprise GIS system.

The illustration below provides a partial list of departments that can benefit from the GBA Master Series programs





City of Prescott, AZ
Proposal for Utilities Division Infrastructure Management System (IMS)
January 2, 2008

3.1 KICK-OFF WORKSHOP

The Project Manager will address the following items in on-site meetings with the City:

- a. A discussion will be held with the City's designated Project Manager to review and better define project Work Plan tasks, schedule and milestones; communications and reporting methods; and invoicing provisions.
- b. A discussion will be held with the City's designated System Administrator responsible for computer hardware and software environments to address the following topics:
 - Installation of the *GBA Master Series* IMS products on the server, workstation and user locations
 - Software licensing issues
 - System administration responsibilities
 - Initial and on-going training efforts
- c. A discussion will be held with City staff responsible for existing data sources to identify valid and appropriate information to migrate to the IMS. It is our understanding this data will be provided to us from LA Consulting and will include the following:
 - Excel spreadsheets for equipment list updates
 - Excel spreadsheets for daily maintenance reports
 - Excel workbooks for lift station lists
 - Employee certification lists
- d. A discussion will be held with City staff responsible for third-party software applications which interfaces and/or integration with the IMS are desired, to clearly identify the specific required functionality between the respective systems. It is our understanding these third-party applications include the following:
 - ESRI GIS system
 - Cues CCTV
- e. A classroom-style presentation will be provided to City staff involved in the implementation efforts to expose them to the general capabilities of the IMS, and to initiate development of the City's specific user-defined codes and unique system configuration settings. These codes and settings are critical for ensuring day-to-day ease of data input and generation of meaningful daily, monthly, quarterly, and annual reports; and proper control of user access for the various levels of City staff.

At the conclusion of the Kick-off Workshop (as well as all other meetings), the Project Manager will prepare and distribute a Project Memorandum that will summarize discussion items and action plans. This Memorandum will serve as a QA/QC tool that will ensure project stakeholders have a clear understanding of project objectives and the progress of Work Plan tasks.

3.2 DATABASE POPULATION

We recommend the City take advantage of valid and appropriate historic data in the IMS to the fullest extent possible, and complete necessary data conversion and subsequent population to the IMS database (ideally before end-users are fully trained).

Our recommended approach to database population services would be to first prepare and provide the City with a Data Conversion Document detailing data mapping from the existing datasets to the IMS database.



City of Prescott, AZ
Proposal for Utilities Division Infrastructure Management System (IMS)
January 2, 2008

Approval of the methodology described within this Document by the City would be required before work commences. There may be several iterations in the data mapping/conversion process to fully satisfy the City's data migration requirements.

gbaMS and EP have developed and utilized numerous tools to expedite data conversion and IMS database population that have been applied successfully to data tables (DBF, Excel, Access and other formats) and GIS shapefiles and geodatabases.

3.3 CONFIGURATION

3.3.1 IMS

During the interim period between the Kick-off Workshop and the initial Production Training session, the Project Manager and IMS Product Specialist will be available to the City for assistance in the City's efforts to develop user-defined codes and define configuration settings.

The Project Manager and IMS Product Specialist will complete detailed examinations of the City's codes and settings, and may suggest modifications prior to incorporation into the IMS.

3.3.2 GIS

The following outlines the generic approach gbaMS employs for GIS configuration.

gbaMS will prepare a GIS Configuration Plan for approval by the City. The City's existing GIS data can be linked directly to the *GBA Master Series* IMS products, converted into a new geodatabase following the *GBA Master Series* default model, or converted into a custom model provided by the City. Assuming the GIS is considered the "master" asset database (i.e., the best source for asset records), all additional non-spatial data will be compared to it for verification and linking purposes.

The City may choose any one of the following options for its GIS solution:

1. Use existing shapefiles to link to the *GBA Master Series* IMS products
2. Convert shapefiles to a personal geodatabase, and link to the IMS
3. Convert shapefiles to an SDE geodatabase, and link to the IMS

gbaMS has the flexibility to work with whatever option desired by the City. Advantages and disadvantages of each will be explored in Kick-off Workshop discussions.

3.4 INSTALLATION AND TESTING

For this project, we are recommending that the IMS products be installed immediately following the Kick-off Workshop. Having access to the installed IMS (and sample data sets) will expedite user-defined code development and system configuration settings definition efforts. The City will also be able to view the various pre-defined reports provided with the IMS, and identify any potential customized reporting needs.



City of Prescott, AZ
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The Project Manager and IMS Product Specialist (with assistance provided by the City's System Administrator) will install, configure, and test the IMS software to ensure a successful implementation. gbaMS will also provide the City with the following:

- All necessary technical support tools (including a digital Help file) and software maintenance procedures descriptions to "recreate" the installation and configuration process
- Detailed system documentation, including IMS database and geodatabase diagrams illustrating relationships between tables
- Specifications for each field in every table

3.5 TRAINING

We feel the most effective training will occur if City staff is segregated into specific user groups with common needs regarding IMS and GIS access and functionality. Training workshops and sessions will be tailored to meet the specific needs shared by each of the various user groups. Depending on their placement into user groups, an individual user may participate in one or several sessions.

Consistent with the RFP requirements, the training will address the following specific areas for the number of users indicated for each:

- Software overview (10 users)
- Work planning and reporting (10 users)
- Daily work reporting/ work request input (5 users)
- Database administration (5 users).
- Output generation (5 users)

3.5.1 System Administration

Training of the City's System Administrator will be accomplished in conjunction with the Installation and Testing task.

On-site activities involving the Project Manager and the City's System Administrator will occur to accomplish the following:

1. Transfer knowledge regarding the IMS file structure, Security Program, and installation routines
2. Establish security rights for end-users
3. Install the software onto the server and workstations
4. Test the software in the final user environments to assure adequate system response times are provided

3.5.2 Production

Training efforts to enable the various levels of City staff to become proficient with the IMS in "production mode" will be completed over several sessions, as described below. As specified in the City's Cost Estimate form, the total duration of the on-site training is seven (7) days.

A hands-on training workshop will be held on-site for the City's IMS users. The general objective of this Overview Workshop is to educate users on the specific types of information that are available, and how that information can be accessed, for each *GBA Master Series* product included in the IMS. The



City of Prescott, AZ
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January 2, 2008

Overview Workshop is comprised of several user group sessions that are each typically half-day in duration.

Following the Overview Workshop, additional training sessions will be held on-site among the various user groups. The format of these focused Production Sessions will be informal gatherings at users' work areas. These sessions will address report and work planning, data entry, database maintenance and updates, and output generation.

These Production sessions are shorter in duration (no more than a couple of hours each) than the Overview Workshop sessions. Actual times will be adjusted according to the perceived needs of the City. A portion of time within the sessions will be reserved for combined meetings of the various user groups to allow individuals to share their experiences to date.

4. CITY STAFF NEEDS TO ADMINISTER

The vendor should also state the effort required (in terms of staff - full time equivalent or hours) by the City for system administration and data input once the system is implemented. The general skill set should be outlined for staff to maintain. A breakdown in full time staff to enter data, update the system and administer the program should be given. Indicate skill sets needed to utilize the proposed system.

The City can expect to be responsible for the following on-going system administration efforts:

- File and database backups (daily)
- Applying *GBA Master Series*® software upgrades and service packs (as released)
- Monitoring of IMS to ensure optimal performance (occasional)

We feel these efforts can be reasonably be performed by a single individual. The efforts associated with backups and performance would be similar to those required with other business applications. Our experience has shown that 2-3 days should be allocated for applying upgrades (no more than two per year), and 1-2 days for applying service packs (2-4 per upgrade). Using these guidelines, we anticipate a maximum of 22 days for one individual per year for system administration efforts (i.e., 0.08 FTE).

Many gbaMS task their "System Administrator" with additional duties including providing technical support, trouble-shooting problems, and training.

Regarding data input, it is difficult to provide any meaningful effort estimates since requirements vary significantly from product to product, and from module to module. Furthermore, the City's expectations regarding reporting and the effort put forward for configuration (creation of work order templates, use of default data values, etc.) will affect data input requirements.

General skills for users performing data input are minimal – essentially keyboard and mouse skills. The *GBA Master Series* products make extensive use of "pull-down menus", so a user most often populates data fields from information presented in "pick lists". Information for numeric fields can easily be input using a keyboard number pad.



City of Prescott, AZ
Proposal for Utilities Division Infrastructure Management System (IMS)
January 2, 2008

5. COST ESTIMATE

The vendor shall re-submit a sealed cost estimate utilizing the cost estimate form provided by the City. The sealed cost estimate is to be brought to the meeting following the same revised format. The cost will be discussed as the last item in the presentation. A realistic amount of effort should be provided for the implementation anticipated. The amount should be totaled with software cost.

The completed and sealed cost estimate form provided by the City is submitted separately.

6.

1. Module, Training, and Annual Fee Costs

Table 1- Module Costs

| Tas k No. | Module exists? | Module | Unit Cost | Concurrent Users | Extended |
|--------------------------|---------------------------|--|--------------------------|-----------------------------|--|
| 1 | Y | Work Planning ¹ | See Notes for Table 1 | 10 | \$32,800.00 Included with No. 1 |
| 2 | Y | Work Request ¹ | | 10 | |
| 3 | Y | Preventive Mtce Scheduling ¹ | | 10 | |
| 4 | Y | Work Tracking ¹ | | 10 | |
| 5 | Y | Asset Management ² | | 10 | \$38,000.00 |
| 6 | Y | Material Inventory Control ³ | | 3 | \$5,200.00 |
| 7 | Y | Work Tracking/Contracted Services ¹ | | 5 | Included with No. 1 |
| 8 | Y | Project Management ¹ | | 5 | |
| 9 | Y | Report Writer ⁴ | | 5 | \$0.00 |
| | | Sub Total | | | \$76,000.00 |
| 10 | n/a | Training (11 Days – five trips on site) ⁵ | See Notes for Table 1 | LS | \$24,800.00 |
| 11 | n/a | Professional Services ⁷ | | LS | \$5,500.00 |
| 12 | n/a | Annual Support Fee (1 st Year) ⁶ | | LS | \$15,200.00 |
| | | Sub Total | | | \$45,500.00 |
| | | Total Fee for First Year | | | \$121,500.00 |

Notes for Table 1

¹Module is provided by *GBA Work Master*®, with unit costs as indicated.

- \$4,000.00 base cost (provides for server install, and one concurrent user)
- \$3,200.00 for each additional concurrent user (unlimited number of workstation installs)

²Module is provided by the following products, with unit costs as indicated.

- GBA Water Master*® - three (3) concurrent users
 - \$4,000.00 base; \$3,200.00 for each additional concurrent user
- GBA Sewer Master*® - three (3) concurrent users
 - \$4,500.00 base; \$3,600.00 for each additional concurrent user
- CCTV Import Program* for *GBA Sewer Master*: \$1,500.00 for 1 concurrent user
- GBA Equipment Master*™ - two (2) concurrent users
 - \$3,000.00 base; \$2,400.00 for each additional concurrent user
- GBA GIS Manager*™ - one (1) concurrent user
 - \$4,000.00 base; \$3,200.00 for each additional concurrent user
- GBA GIS Viewer*™ - ten (10) users
 - \$500.00 for each user

³Module is provided by *GBA Warehouse Master*™, with unit costs as indicated.

- \$2,000.00 base cost; \$1,600.00 for each additional concurrent user

⁴Module is provided by each *GBA Master Series*® product at no additional cost.

⁵Unit costs for on-site days are:

- \$1,500.00 per day for labor
- \$450.00 per trip for travel expenses; \$250.00 per day for direct expenses
- Fifteen percent (15%) of labor cost for project management services

⁶Fee is twenty percent (20%) of total software cost, and includes:

- Unlimited technical support (telephonic, Web, e-mail, Fax)
- All software updates (as released)

⁷Professional Services include:

- Population of Sewer and Water Databases for use with a *GBA GIS Master Product*
- Sewer External TV Import Program Configuration

| |
|--|
| COUNCIL AGENDA MEMO – 2/05/2008 |
| DEPARTMENT: Community Development |
| AGENDA ITEM: Proposed annexation of 8.9 acres lying between Shoup Street, Adams Avenue, and Iron Springs Road, creating a triangular parcel to be annexed. Property is owned by Kile Street Enterprise L.L.C. (ANX07-003) |

| | |
|--|-----------------|
| Approved By: | Date: |
| Department Head: Tom Guice | |
| Finance Director: | |
| City Manager: Steve Norwood <i>SNorwood</i> | <i>01/29/08</i> |

REQUEST

This is a request to annex approximately 8.9 acres of commercially zoned land into the city. The property includes nineteen parcels located west of Iron Springs Road in the vicinity of Adams Avenue and Shoup Street.

The 2003 General Plan projects a commercial corridor along Iron Springs Road encompassing the subject site and surrounding areas. The General Plan designates the parcel as Commercial.

The following is a summary of the annexation process to date:

- Received the formal request for the annexation from the Kile Street Enterprise L.L.C on July 27, 2007.
 - Received list of property owners along with primary and secondary valuations from Yavapai County Assessors Office on 9/18/07.
 - Received Real and Personal Property data and appraised values from Arizona Department of Revenue on 9/17/07.
 - Blank Petitions filed with Yavapai County Recorders Office 12/11/07. This starts the 30 day Public Notice Period which ends 01/10/08.
 - Notice of Annexation request sent to Yavapai Count Board of Supervisors and Yavapai Fire District on 12/18/07.
 - Public Hearing Notice Published 12/24/07 and property posted 12/26/07.
 - Public Hearing held by City Council Meeting 01/08/08.
 - Planning and Zoning recommendation on zoning at time of annexation (Business Regional) 1/10/08.
 - Annexation Petitions to be sent to property owners for signature on 01/15/08.
 - Signed Petitions returned to the City 01/15/08 and 01/25/08.
- Copies of the Ordinance, the legal description, and the area map attached.

Recommended Action: MOVE to adopt Ordinance No. 4642-0844.

ORDINANCE NO. 4642-0844

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PRESCOTT BY ANNEXING 8.9 ACRES OF COMMERCIAL ZONED LAND LYING BETWEEN SHOUP STREET, ADAMS AVENUE AND IRON SPRINGS ROAD INTO THE CITY OF PRESCOTT ASSIGNING ZONING CLASSIFICATIONS THERETO

RECITALS:

WHEREAS, a petition for annexation of 8.9 acres of commercially zoned land lying between Shoup Street, Adams Avenue and Iron Springs Road, legally described herein as Exhibit "A", has been presented in writing to the Mayor and Council of the City of Prescott; and

WHEREAS, the City Council of the City of Prescott has held a public hearing regarding said annexation; and

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

WHEREAS, the requirements of ARS Section 9-471 have been complied with.

ENACTMENTS:

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

SECTION 1. THAT the real property located between Shoup Street, Adams Avenue and Iron Springs Road and more particularly described in the attached Exhibit "A", consisting of 8.9 acres, shall be and is hereby annexed into the corporate limits of the City of Prescott.

SECTION 2. THAT the property described in Exhibit "A" shall be and is hereby assigned the Business Regional (BR) zoning designation.

SECTION 3. THAT a copy of this Ordinance, together with an accurate map of the property hereby annexed, shall be forthwith filed and recorded in the Office of the Yavapai County Recorder.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 12th day of February, 2008.

ROWLE P. SIMMONS, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'

ANNEXATION DESCRIPTION

All that portion of Section 29, Township 14 North Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows;

Commencing at the northeasterly right-of-way corner of Shoup Street and Adams Avenue;

Thence, North 24°43'20" East, 208.91 feet along the easterly right-of-way of Shoup Street to the southwesterly corner of Lot 8, Block 5, Forbing Park Amended as recorded in Book 4 of Maps and Plats, Page 8, Y.C.R.O. and the **POINT OF BEGINNING**;

Thence, North 24°50'28" East, 132.69 feet along said right-of-way to the northwesterly corner of that parcel recorded as Parcel 48, in Book 3806 of Official Records, Page 742, Y.C.R.O.;

Thence, South 65°16'26" East, 210.26 feet to the northeasterly corner of said parcel 48 also being a point on the westerly line of that parcel recorded as Parcel 45 in said Book 3806, Page 742;

Thence, North 24°53'35" East, 259.36 feet along said westerly line to a point on the southerly right-of-way of Iron Springs Road;

Thence, South 41°12'02" East, 229.74 feet along said right-of-way;

Thence, South 41°12'06" East, 65.66 feet along said right-of-way to the beginning of a tangent curve concave to the southwest and having a radius of 2831.79 feet and a center point which bears South 48°40'56" West;

Thence, continuing southeasterly along said curve and right-of-way through a central angle of 07°36'47" and an arc length of 376.27 feet;

Thence, South 33°38'22" East, 368.95 feet along said right-of-way to the beginning of a tangent curve concave to the northeast and having a radius of 749.00 feet and a center point which bears North 56°29'33" East;

Thence, continuing southeasterly along said curve and right-of-way through a central angle of 04°09'02" and an arc length of 54.26 feet;

Thence, South 42°00'39" East, 112.70 feet along said right-of-way to a point on the southerly right-of-way of the abandoned Adams Avenue and the beginning of a non-tangent curve concave to the south and having a radius of 64.48 feet and a center point which bears South 43°54'08" West;

Thence, continuing westerly along said curve and right-of-way of Adams Avenue through a central angle of $48^{\circ}40'04''$ and an arc length of 54.77 feet;

Thence, South $85^{\circ}13'58''$ West, 45.50 feet along said right-of-way to the beginning of a tangent curve concave to the north and having a radius of 510.48 feet and a center point which bears North $04^{\circ}46'02''$ West;

Thence, continuing northwesterly along said curve and right-of-way through a central angle of $24^{\circ}02'30''$ and an arc length of 214.20 feet;

Thence, North $70^{\circ}43'32''$ West, 26.89 feet along said right-of-way;

Thence, North $24^{\circ}55'48''$ East, 49.38 feet to a point on the northerly right-of-way of said Adams Avenue;

Thence, North $64^{\circ}58'33''$ West, 60.00 feet along said right-of-way;

Thence, North $64^{\circ}58'33''$ West, 209.80 feet along said right-of-way;

Thence, North $64^{\circ}58'03''$ West, 210.00 feet along said right-of-way;

Thence, North $64^{\circ}55'34''$ West, 60.00 feet along said right-of-way;

Thence, North $64^{\circ}57'29''$ West, 210.00 feet along said right-of-way to the southwesterly corner of that parcel recorded as Parcel 39, Book 3806 of Official Records, Page 742, Y.C.R.O.;

Thence, North $24^{\circ}49'39''$ East, 104.42 feet to the southwesterly corner of that parcel recorded as Parcel 44 in said Book 3806, Page 742;

Thence, North $24^{\circ}46'58''$ East, 105.45 feet to the southeasterly corner of said Parcel 48;

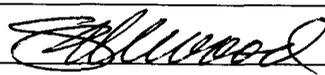
Thence, North $65^{\circ}13'05''$ West, 210.30 feet to the **POINT OF BEGINNING**.

8/22/07

07-048

ANNEX-KILE ST.

| |
|--|
| COUNCIL AGENDA MEMO –February 5, 2008 |
| DEPARTMENT: Community Development |
| AGENDA ITEM: Request for Five-Year Extension for Submittal of Final Plat, Victory Hills Subdivision. Applicant: Joe Vincent 445-3005, Michael Haywood, 776-1750 File # SP06-001 |

| | |
|--|--------------|
| Approved By: | Date: |
| Department Head: Tom Guice | |
| Finance Director: | |
| City Manager: Steve Norwood  | 01/29/08 |

REQUEST

This is a request by Joe Vincent (represented by Michael Haywood) for a five-year extension for the submittal of a Final plat for the Victory Hills Subdivision. The Preliminary plat for this development was approved on September 12, 2006. Also approved at that time was the Water Service Agreement (WSA No. 06-022, COP No. 07-061). This development will have a total of 30 units including 26 town homes and 4 single family residences. The property is located west of Gail Gardner Way with access from Wagon Trail and Pike Place. The overall site includes 4.81 acres. The property is zoned Multi-Family Medium (MF-M).

This request is based upon two issues; The ongoing design of infrastructure improvements for the development and the slow down of the real estate market.

| |
|---|
| Recommended Action: Move to approve a five year extension, to February 2013, for the submittal of a Final plat for the Victory Hills Subdivision. |
|---|

January 8, 2008

Mr. Steve Gaber
City of Prescott
P. O. Box 2059
Prescott, AZ 86302

Re: Victory Hills Preliminary Plat
REQUEST FOR 5 YEAR TIME EXTENSION

Dear Mr. Gaber:

We find ourselves in a rather difficult and embarrassing situation with the referenced preliminary plat, namely, that unbeknownst to us, the approval expired in October 2007. Historically, the city planner in charge of the project was our alarm clock if you will, notifying us of pending deadlines. In this case, the planner moved back to California and we just dropped the ball. Our client, Joseph Vincent, is not a sophisticated land developer and relied on us to keep him on track and, like I said, we just dropped the ball.

We wish to request an extension of the approval for the Victory Hills subdivision at this time. The project had been put on a temporary hold pending the securing of construction financing. That funding has been secured and is now in place...pending a resurrection of the housing market in Prescott. We have all seen or experienced the unprecedented slowdown in housing sales throughout the entire area.

This project is intended to fill a market that is on the rise in our area, utilizing an in-fill parcel to create low-maintenance town homes with elements of open space. Once completed, these homes will have taken what was once a rock quarry and turned it into a very nice group of homes with well-planned architecture. We have a water service agreement in place and what was an approved preliminary plat. We were within a month or so of submitting plans and a plat when we discovered we had been asleep at the wheel.

We sincerely hope that the Council will find reason to afford us the opportunity to complete Victory Hills.

Sincerely,
M HAYWOOD ASSOCIATES, INC.

G. Michael Haywood
President

January 8, 2008

Mr. Steve Gaber
City of Prescott
P. O. Box 2059
Prescott, AZ 86302

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REQUEST FOR 5 YEAR TIME EXTENSION

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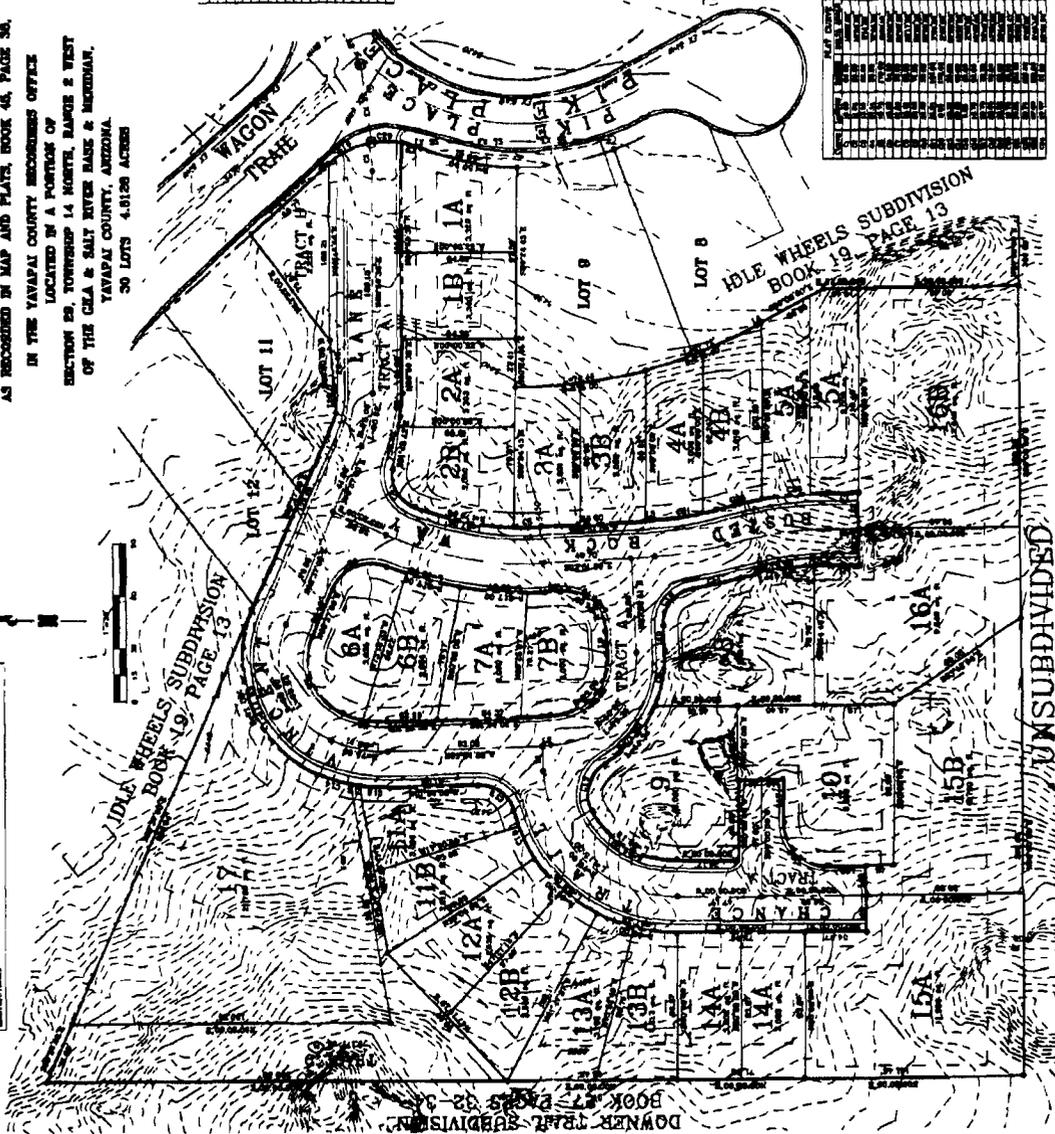
Sincerely,
M HAYWOOD ASSOCIATES, INC.

G. Michael Haywood
President

A PRELIMINARY PLAT OF VICTORY HILL SUBDIVISION

AS RECORDED IN MAP AND PLAT, BOOK 46, PAGE 30,
IN THE YAVAPAI COUNTY RECORDERS OFFICE
LOCATED IN A PORTION OF
SECTION 29, TOWNSHIP 14 NORTH, RANGE 2 WEST
OF THE CHLA & SALT RIVER BASIN & BERNARDIAN,
YAVAPAI COUNTY, ARIZONA.
30 LOTS 4.8128 ACRES

NOTES:
1. CONTAINS ALL THE TERMS OF THIS DEVELOPMENT, AND THESE TERMS SHALL BE CONSIDERED AS PART OF THE PRELIMINARY PLAT OF THIS DEVELOPMENT, AND SHALL BE CONSIDERED AS PART OF THE PRELIMINARY PLAT OF THIS DEVELOPMENT.
2. THIS PLAT IS NOT TO BE CONSIDERED AS A FINAL PLAT AND TO BE CONSIDERED AS A PRELIMINARY PLAT OF THIS DEVELOPMENT.
3. THE TERMS OF THIS PRELIMINARY PLAT OF THIS DEVELOPMENT SHALL BE SUBJECT TO THE TERMS OF THE DEVELOPMENT CONTRACT, AGREEMENT AND OTHER INSTRUMENTS AND TO BE CONSIDERED AS PART OF THE PRELIMINARY PLAT OF THIS DEVELOPMENT.



| |
|---|
| COUNCIL AGENDA MEMO – 2/5/08 & 2/12/08 |
| DEPARTMENT: Community Development |
| AGENDA ITEM: FP07-009 - Final Plat for The Ranch Unit 8 located west of Lee Blvd, and south of Gateway Mall for 31 lots on ±23.5 acres |

| | |
|--|-----------------|
| Approved By: | Date: |
| Department Head: Tom Guice | |
| Finance Director: | |
| City Manager: Steve Norwood <i>SNorwood</i> | <i>01/29/08</i> |

APNs: 104-01-004G, 004K, 004F and a portion of 103-20-598G **Zoning:** SF-12
Applicant/Owner: Bullwhacker Associates, P.O. Box 471, Prescott, AZ 86302

REQUEST: The Final Plat for the Ranch Unit VIII of the Ranch is a continuation of this project's single family lot development. The 1998 Council approved preliminary plat originally contained contains 41 lots on 27.25 acres, but this proposed Final Plat has deleted 10 lots and a few acres while retaining the similar design of the original approved preliminary plat (see attached maps).

The entire Ranch Master Plan incorporates 720 acres of residential land use in the overall master plan of 973 acres. This includes the commercial acreage of the Gateway Mall and other parcels. Units I through IX have platted 913 units. With the addition of this last phase of Unit 8 to The Ranch, the total number of residential units in the Ranch will be 944. As a bit of history, groundbreaking for The Ranch occurred in 1983 and the Unit I was recorded in 1985.

Project Information:

| | | | |
|------------------|---------------|-------------------|----------------|
| Number of Units: | 31 | Parcel Size: | ±23.5 acres |
| Minimum Lot Size | 18,746 sq. ft | Maximum Lot Size: | 40,759 sq. ft. |

STAFF ANALYSIS

Prior Council Actions. The Council approved the preliminary plat for Unit VIII in August 1998. On April 27, 1999 Council approved an extension for the final plat submittal deadline to December, 2001, and in Sept. 2005 approved a third extension of time request to December 1, 2012. A Master Plan Amendment was approved by Council this past July 2006. Council approved a waiver to allow 24-foot wide streets with no sidewalk for Unit 8 on January 8, 2008

Existing Conditions. This plat is located south of Gateway Mall and west of Lee Blvd. on a site which gradually slopes southeastward toward Lee Blvd. Slopes are less than 20% (the Hillside Development threshold).

General Plan Consistency. The preliminary plat is consistent with the 2003 GP land use map designation of Low Density1-7 DUA.

Agenda Item: FP07-009 Final Plat – The Ranch Unit VIII

Preliminary Plat Consistency. Although 8 lots and ±3.75 acres have been deleted at northwest corner of the project, and 2 lots deleted in the remaining project boundaries (which subsequently increased overall lot sizes), the overall Final Plat design of Unit VIII remains consistent with the approved preliminary plat and also is in accordance with Resolution No. 3213 and AWS-99-002.

Street Access. The subdivision is accessed by way of the existing Morning Glory Way and Lee Blvd.. A 30-wide strip of Non-Development Corridor is provided on lots located along the west side of Lee Blvd for utilities, slopes, and drainage. No direct access (i.e. driveways) is permitted from these lots facing Lee Blvd. in order to preclude these openings onto collector streets (Section 7.4.3.G.D of the LDC).

Setbacks. Proposed setbacks are consistent with the SF-12 zoning district.

Agency Comment: Engineering requests that Note #6 be modified to state "All Drainage Easements" – not "All Sewer Easements".

STAFF RECOMMENDATION

Staff recommends approval of this Final Plat.

Recommended Action:

Move to Approve Final Plat FP07-009 of The Ranch Unit VIII.

This portion detailed

PRELIMINARY PLAT FOR THE RANCHO AT PRESCOTT UNIT VIII

LOCATED IN A PORTION OF THE NW QUARTER OF SECTION 6
AND THE SW QUARTER OF SECTION 31, T13S & R11W
CASHIUM, YAVAPAI COUNTY, ARIZONA

DEVELOPER
445 100 471
416 100 471
PRESCOTT AZ 86102
1-202-778-7245
CONTACT PERSON: BOB LEE

ENGINEER/SURVEYOR
M. HANCOCK ASSOCIATES, INC.
315 EAST WASHINGTON STREET
PRESCOTT AZ 86102
PHONE: 778-3101
FAX: 778-3102
ADDRESS: 315 EAST WASHINGTON STREET, PRESCOTT, ARIZONA 86102

SUBMISSION INFORMATION

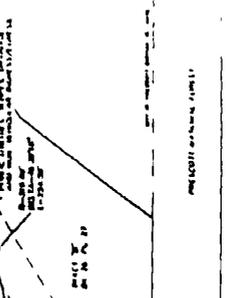
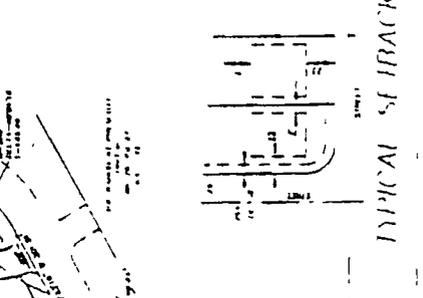
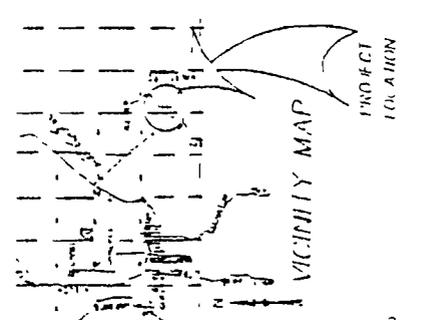
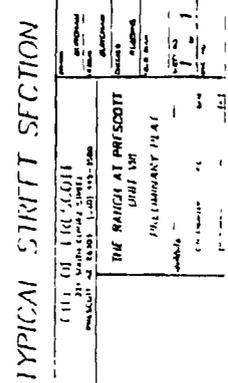
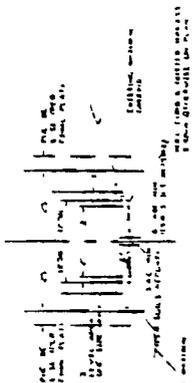
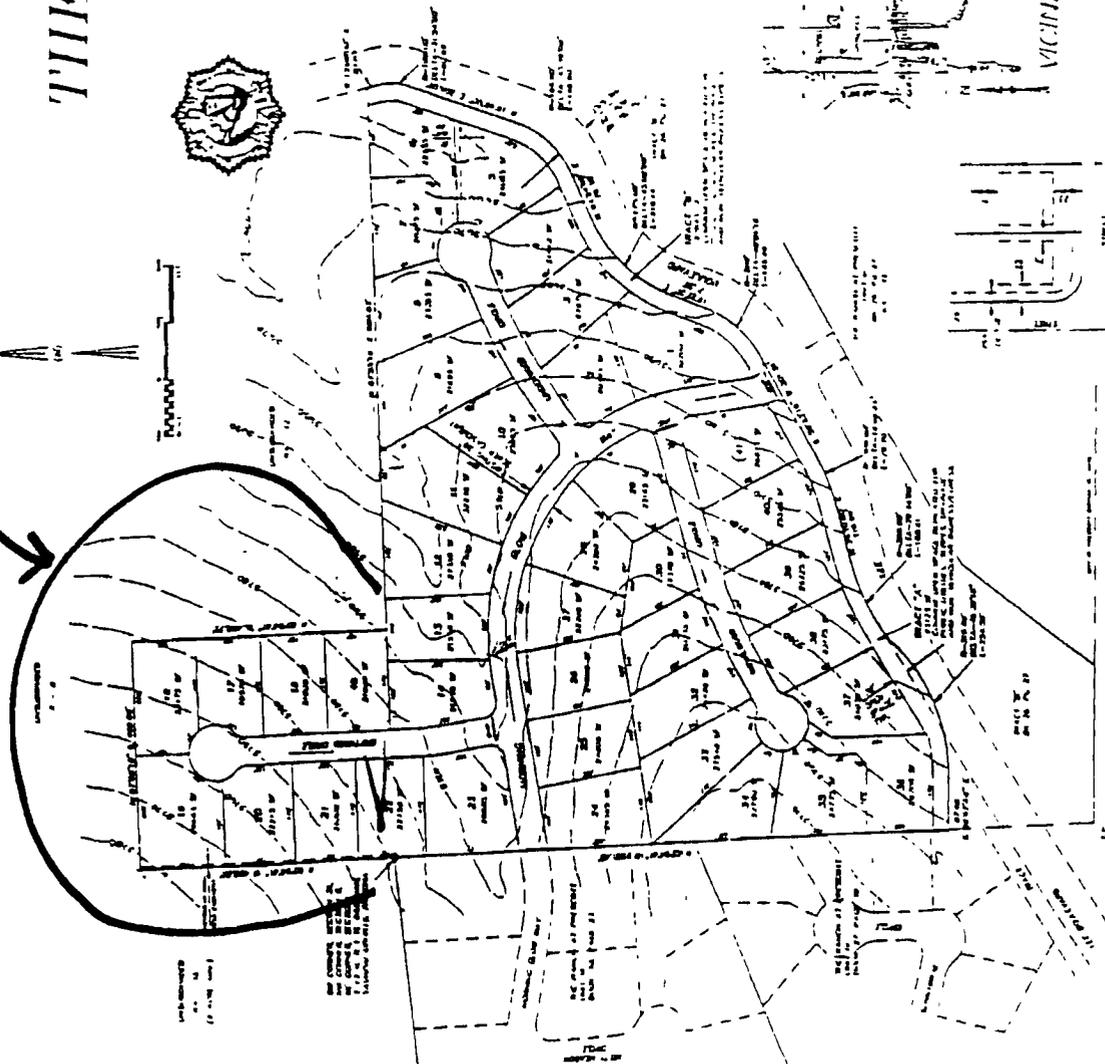
NUMBER OF LOTS: 41
ACREAGE: 27.25 AC
DATE OF SUBMISSION: 10/12/00
APPLICANT: M. HANCOCK ASSOCIATES, INC.
ADDRESS: 315 EAST WASHINGTON STREET, PRESCOTT, ARIZONA 86102
PHONE: 778-3101
FAX: 778-3102

UTILITY INFORMATION

WATER: CITY OF PRESCOTT
SEWER: CITY OF PRESCOTT
ELECTRICITY: APS
TELEPHONE: PUEBLO
GAS: CHURCH & DWIGHT
CABLE: CITY OF PRESCOTT
POSTAL DELIVERY: CITY OF PRESCOTT
POSTAL FACILITIES: CITY OF PRESCOTT

REFERENCE
M. HANCOCK ASSOCIATES, INC.
315 EAST WASHINGTON STREET
PRESCOTT, ARIZONA 86102
PHONE: 778-3101
FAX: 778-3102

| LOT | ACREAGE | AREA |
|-------|----------|---------|
| 1-10 | 27.25 AC | 87,808 |
| 11-20 | 1.5 AC | 12,688 |
| 21-30 | 1.22 AC | 4,408 |
| TOTAL | 29.97 AC | 104,904 |



| CITY OF PRESCOTT | |
|---------------------------------|------------------|
| 315 East Washington Street | 86102 |
| THE RANCHO AT PRESCOTT | |
| UNIT VIII | PRELIMINARY PLAT |
| DATE: 10/12/00 | SCALE: AS SHOWN |
| BY: M. HANCOCK ASSOCIATES, INC. | CHECKED: BOB LEE |

PROJECT LOCATION

TYPICAL STREET BACKS

TYPICAL STREET BACKS

FINAL PLAT
THE RANCH AT PRESCOTT - UNIT VIII



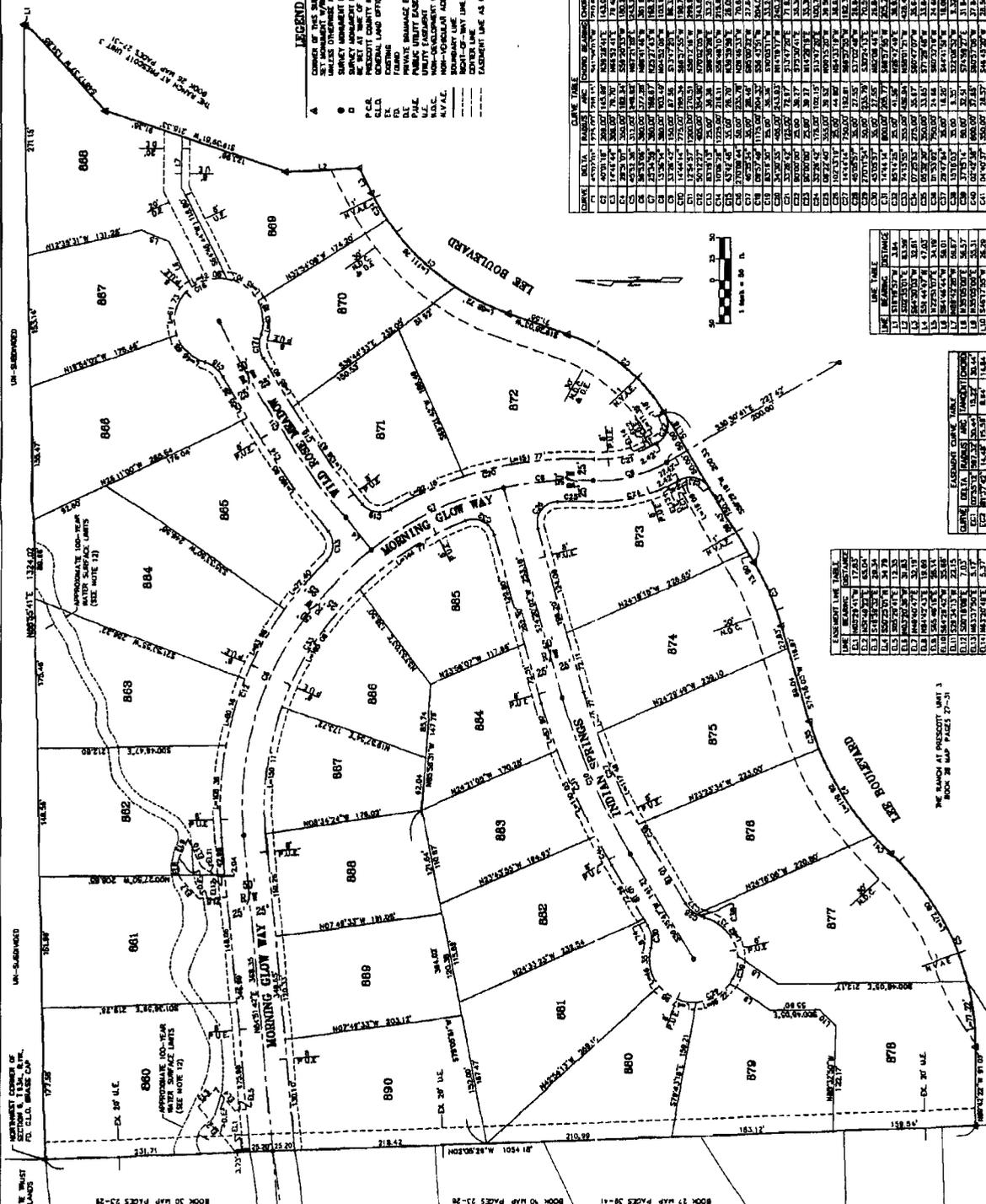
WOOD/FAYE
REGISTERED PROFESSIONAL SURVEYOR
NO. 10000
STATE OF TEXAS

2 OF 2

LEGEND

A CORNER OF THIS SUBDIVISION
B ALL LINES UNLESS OTHERWISE NOTED
C SURVEY INSTRUMENT FOUND AS NOTED
D SURVEY INSTRUMENT FOUND AS NOTED
E SURVEY INSTRUMENT FOUND AS NOTED
F PRESCOTT COUNTY RECORDS
G GENERAL LAND OFFICE
H FOUND
I PRIVATE BRANCHES EASTMENT
J L.L.C. UNIT (FACILITY)
K L.L.C. UNIT (FACILITY)
L A.V.A.L.E. NON-INCORPORATED COMMON
M A.V.A.L.E. NON-INCORPORATED COMMON
N RIGHT-OF-WAY LINE
O DOTTED LINE
P FACILITY LINE AS NOTED

| CURVE | DATA | ANGLE | ARC | CHORD | BEARINGS | CHORD |
|-------|--------|--------|--------|--------|----------|--------|
| C1 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C2 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C3 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C4 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C5 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C6 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C7 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C8 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C9 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C10 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C11 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C12 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C13 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C15 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C16 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C17 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C18 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C19 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C20 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C21 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C22 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C23 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C24 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C25 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C26 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C27 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C28 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C29 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C30 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C31 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C32 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C33 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C34 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C35 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C36 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C37 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C38 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C39 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C40 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |
| C41 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 | 104.14 |



AREA TABLE

| LOT | AREA |
|-----|--------|
| 860 | 10,000 |
| 861 | 10,000 |
| 862 | 10,000 |
| 863 | 10,000 |
| 864 | 10,000 |
| 865 | 10,000 |
| 866 | 10,000 |
| 867 | 10,000 |
| 868 | 10,000 |
| 869 | 10,000 |
| 870 | 10,000 |
| 871 | 10,000 |
| 872 | 10,000 |
| 873 | 10,000 |
| 874 | 10,000 |
| 875 | 10,000 |
| 876 | 10,000 |
| 877 | 10,000 |
| 878 | 10,000 |
| 879 | 10,000 |
| 880 | 10,000 |

EASEMENT LINE TABLE

| LINE | BEARING | DISTANCE |
|------|-----------------|----------|
| E1 | N 00° 00' 00" E | 100.00 |
| E2 | S 00° 00' 00" E | 100.00 |
| E3 | N 00° 00' 00" E | 100.00 |
| E4 | S 00° 00' 00" E | 100.00 |
| E5 | N 00° 00' 00" E | 100.00 |
| E6 | S 00° 00' 00" E | 100.00 |
| E7 | N 00° 00' 00" E | 100.00 |
| E8 | S 00° 00' 00" E | 100.00 |
| E9 | N 00° 00' 00" E | 100.00 |
| E10 | S 00° 00' 00" E | 100.00 |
| E11 | N 00° 00' 00" E | 100.00 |
| E12 | S 00° 00' 00" E | 100.00 |
| E13 | N 00° 00' 00" E | 100.00 |
| E14 | S 00° 00' 00" E | 100.00 |
| E15 | N 00° 00' 00" E | 100.00 |
| E16 | S 00° 00' 00" E | 100.00 |
| E17 | N 00° 00' 00" E | 100.00 |
| E18 | S 00° 00' 00" E | 100.00 |
| E19 | N 00° 00' 00" E | 100.00 |
| E20 | S 00° 00' 00" E | 100.00 |
| E21 | N 00° 00' 00" E | 100.00 |
| E22 | S 00° 00' 00" E | 100.00 |
| E23 | N 00° 00' 00" E | 100.00 |
| E24 | S 00° 00' 00" E | 100.00 |
| E25 | N 00° 00' 00" E | 100.00 |
| E26 | S 00° 00' 00" E | 100.00 |
| E27 | N 00° 00' 00" E | 100.00 |
| E28 | S 00° 00' 00" E | 100.00 |
| E29 | N 00° 00' 00" E | 100.00 |
| E30 | S 00° 00' 00" E | 100.00 |
| E31 | N 00° 00' 00" E | 100.00 |
| E32 | S 00° 00' 00" E | 100.00 |
| E33 | N 00° 00' 00" E | 100.00 |
| E34 | S 00° 00' 00" E | 100.00 |
| E35 | N 00° 00' 00" E | 100.00 |
| E36 | S 00° 00' 00" E | 100.00 |
| E37 | N 00° 00' 00" E | 100.00 |
| E38 | S 00° 00' 00" E | 100.00 |
| E39 | N 00° 00' 00" E | 100.00 |
| E40 | S 00° 00' 00" E | 100.00 |
| E41 | N 00° 00' 00" E | 100.00 |
| E42 | S 00° 00' 00" E | 100.00 |
| E43 | N 00° 00' 00" E | 100.00 |
| E44 | S 00° 00' 00" E | 100.00 |
| E45 | N 00° 00' 00" E | 100.00 |
| E46 | S 00° 00' 00" E | 100.00 |
| E47 | N 00° 00' 00" E | 100.00 |
| E48 | S 00° 00' 00" E | 100.00 |
| E49 | N 00° 00' 00" E | 100.00 |
| E50 | S 00° 00' 00" E | 100.00 |
| E51 | N 00° 00' 00" E | 100.00 |
| E52 | S 00° 00' 00" E | 100.00 |
| E53 | N 00° 00' 00" E | 100.00 |
| E54 | S 00° 00' 00" E | 100.00 |
| E55 | N 00° 00' 00" E | 100.00 |
| E56 | S 00° 00' 00" E | 100.00 |
| E57 | N 00° 00' 00" E | 100.00 |
| E58 | S 00° 00' 00" E | 100.00 |
| E59 | N 00° 00' 00" E | 100.00 |
| E60 | S 00° 00' 00" E | 100.00 |
| E61 | N 00° 00' 00" E | 100.00 |
| E62 | S 00° 00' 00" E | 100.00 |
| E63 | N 00° 00' 00" E | 100.00 |
| E64 | S 00° 00' 00" E | 100.00 |
| E65 | N 00° 00' 00" E | 100.00 |
| E66 | S 00° 00' 00" E | 100.00 |
| E67 | N 00° 00' 00" E | 100.00 |
| E68 | S 00° 00' 00" E | 100.00 |
| E69 | N 00° 00' 00" E | 100.00 |
| E70 | S 00° 00' 00" E | 100.00 |
| E71 | N 00° 00' 00" E | 100.00 |
| E72 | S 00° 00' 00" E | 100.00 |
| E73 | N 00° 00' 00" E | 100.00 |
| E74 | S 00° 00' 00" E | 100.00 |
| E75 | N 00° 00' 00" E | 100.00 |
| E76 | S 00° 00' 00" E | 100.00 |
| E77 | N 00° 00' 00" E | 100.00 |
| E78 | S 00° 00' 00" E | 100.00 |
| E79 | N 00° 00' 00" E | 100.00 |
| E80 | S 00° 00' 00" E | 100.00 |
| E81 | N 00° 00' 00" E | 100.00 |
| E82 | S 00° 00' 00" E | 100.00 |
| E83 | N 00° 00' 00" E | 100.00 |
| E84 | S 00° 00' 00" E | 100.00 |
| E85 | N 00° 00' 00" E | 100.00 |
| E86 | S 00° 00' 00" E | 100.00 |
| E87 | N 00° 00' 00" E | 100.00 |
| E88 | S 00° 00' 00" E | 100.00 |
| E89 | N 00° 00' 00" E | 100.00 |
| E90 | S 00° 00' 00" E | 100.00 |
| E91 | N 00° 00' 00" E | 100.00 |
| E92 | S 00° 00' 00" E | 100.00 |
| E93 | N 00° 00' 00" E | 100.00 |
| E94 | S 00° 00' 00" E | 100.00 |
| E95 | N 00° 00' 00" E | 100.00 |
| E96 | S 00° 00' 00" E | 100.00 |
| E97 | N 00° 00' 00" E | 100.00 |
| E98 | S 00° 00' 00" E | 100.00 |
| E99 | N 00° 00' 00" E | 100.00 |
| E100 | S 00° 00' 00" E | 100.00 |

THE RANCH AT PRESCOTT UNIT VIII
BOOK 28 MAP PAGES 27-31
THE RANCH AT PRESCOTT UNIT I
BOOK 28 MAP PAGES 27-31
THE RANCH AT PRESCOTT UNIT II
BOOK 28 MAP PAGES 27-31
THE RANCH AT PRESCOTT UNIT III
BOOK 28 MAP PAGES 27-31
THE RANCH AT PRESCOTT UNIT IV
BOOK 28 MAP PAGES 27-31
THE RANCH AT PRESCOTT UNIT V
BOOK 28 MAP PAGES 27-31
THE RANCH AT PRESCOTT UNIT VI
BOOK 28 MAP PAGES 27-31
THE RANCH AT PRESCOTT UNIT VII
BOOK 28 MAP PAGES 27-31
THE RANCH AT PRESCOTT UNIT VIII
BOOK 28 MAP PAGES 27-31

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COUNCIL AGENDA MEMO – February 5 & 12, 2008

DEPARTMENT: Engineering Services

AGENDA ITEM: Approval of an agreement with Prescott Alternative Transportation (PAT) to provide funding in the amount of \$29,940.00 for implementation of the Safe Routes to School program

| Approved By: | | Date: |
|---|--|--------------|
| Department Head: Mark Nietupski | | 01/30/08 |
| Finance Director: Mark Woodfill | | |
| City Manager: Steve Norwood <i>[Signature]</i> | | 1/31/08 |

Item Summary

This item is to authorize the City to enter into an agreement with Prescott Alternative Transportation (PAT), to advance funding in the amount of \$29,940.00 for work associated with the ADOT Safe Routes to School program. PAT secured a grant through an intergovernmental agreement (IGA) with the State of Arizona, which will provide reimbursement to the City.

PAT work activities under the program include: student travel tallies, walk to school day events, creation of "best routes to school" maps, presentations in schools and neighborhoods of driver education, mural development contests and bike month events. Work is scheduled to be completed by June 30, 2008.

Under the terms of the IGA the State will provide quarterly reimbursements to PAT for program implementation. The City's agreement with PAT requires PAT to reimburse the City the full amount of \$29,940.00 by July 31, 2008.

Budget

Funding for this project is available from the One Cent Sales Tax for Streets and Open Space

Attachments

- Prescott Alternative Transportation Program Agreement
- Intergovernmental Agreement (State of Arizona and PAT)

Recommended Action: **MOVE** to approve an agreement with Prescott Alternative Transportation to provide advance funding in the amount of \$29,940.00 for implementation of the ADOT Safe Routes to School Program.

PRESCOTT ALTERNATIVE TRANSPORTATION PROGRAM AGREEMENT

WHEREAS, Prescott Alternative Transportation, an Arizona Non-Profit corporation, (hereafter PAT) has applied for and been approved for a grant from the Arizona Department of Transportation, State of Arizona for services in the greater Prescott area to establish and coordinate a program relating to the ADOT safe routes to schools program in the amount of \$29,940.00; and

WHEREAS, PAT is a 501(c)(3) non-profit corporation, established to promote and provide for Alternative Transportation in the Prescott region and has expertise in the area of establishing and coordinating regional transportation programs; and

WHEREAS, the City Council of the City of Prescott in furtherance of such public purpose desires to enter into a contract which expedites such transportation goals and projects prior to the receipt of the grant funds by PAT by advancing the funds approved in such ADOT grant in order to enable the program to begin forthwith;

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

1. PAT shall execute the attached grant proposal (Exhibit A), commencing upon the date of the execution of this agreement. The work plan is to be implemented under the direction of the PAT Board and may be modified or adjusted as set forth in the approved ADOT grant and proposal of PAT relating thereto, based upon input from the partners, available resources, and changing needs.
2. In addition to those services identified in Exhibit A, PAT shall also perform all subordinate job duties necessary for full and effective performance of the tasks specifically referenced.
3. PAT shall provide sufficient qualified personnel to perform any and all services required herein.
4. All services identified in the work plan shall be completed no later than July 31, 2008.
5. No later than July 31, 2008, PAT shall submit to the City Council a report of work accomplished for the then current fiscal year.

6. The City shall pay to PAT an advance in the total sum of \$29,940.00 for the complete performance of all services specified in this Agreement. Said payment shall be made no later than February 19, 2008 and shall be for the period of February 19, 2008 through June 30, 2008. Further, promptly upon receipt of quarterly reimbursements from ADOT, PAT shall reimburse the City the same amounts received from ADOT, such that the full reimbursement of \$29,940.00 for all City advance funding reimbursement is received by July 31, 2008. These reimbursements shall be received in 3 payments. If for any reason ADOT declines to reimburse PAT under the Safe Route to School program, PAT will remain obligated to repay the City the full amount of \$29,940.00 by July 31, 2008
7. 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 aforementioned event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this Agreement.
8. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

| | |
|-------------------|--------------------|
| City of Prescott | PAT |
| City Manager | P.O. Box 2122 |
| P.O. Box 2059 | Prescott, AZ 86302 |
| Prescott AZ 86302 | |
9. It is expressly agreed and understood by and between the parties that PAT is an independent contractor, and as such shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other city employees are entitled. As an independent contractor, PAT further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, PAT further agrees that it will conduct itself in a manner consistent with such status and that it will neither hold itself nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer employed by the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
10. This Agreement is non-assignable by PAT.

11. This Agreement is the result of negotiations by and between the parties. Although the Prescott City Attorney has drafted it, 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. This Agreement shall be construed under the laws of the State of Arizona.
13. This Agreement represents the entire and integrated Agreement between the City and PAT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and PAT. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
14. If any portion of this Agreement is finally adjudicated invalid, the entire Agreement is invalid. The provisions of this Agreement are intended to be non-severable.
15. PAT hereby agrees to indemnify and undertakes to indemnify City (hereafter indemnities) herein from any and all loss or damage indemnitee(s) may suffer as a result of costs or judgments arising or in any way relating the activities referred to in this agreement, any and all activities of PAT undertaken in whole or part as a result of funding or any other claims relating in any way to the indemnities participation in PAT activities or programs, or in any other way relating to the indemnitee'(s) participation in or contributions it has made pursuant to this agreement. Further, PAT agrees to hold harmless the City, its officers, agents and employees, in both their public and private capacities, from any and all actions, causes of action, claims, demands, damages, loss of service, expenses, liability, or costs on account of, or in any way growing out of any and all known or unknown personal injuries and property damages associated with this contract or activities undertaken or any way relating to indemnities participation in this Agreement or activities connected herewith in any way. PAT undertakes to indemnify from any and all liability, loss or damage indemnitee(s) may suffer as a result of claims, demands, costs or judgments against it, its officers, agents, employees or assigns, may suffer as a result of claims, demands, costs or judgments against it arising out of or in any way relating to Indemnities'(s) funding, participation with PAT in activities connected or referred to in this Agreement whether or not the liability, loss, or damage is caused by, or arises out of, the negligence of indemnitee or of indemnitee's officers, agents, employees or otherwise. PAT further agrees to obtain and to maintain throughout the duration of this Agreement the following minimum insurance and to name the City of Prescott, its agents officers and assigns as additional named insureds throughout the duration of this agreement, and to furnish proof of such insurance throughout the term of this agreement.

16. PAT shall obtain and maintain in continuous effect during the term of this Agreement a policy or policies of general liability and errors or omissions insurance with minimum limits not less than \$2,000,000.00. Copies of such policy and the additional named insured certificates shall be provided prior to the commencement of any funding or other activities set forth or referred to in this Agreement. The Liability Insurance shall provide the following coverages:
 - 1) General Liability/Premises and Property Coverage which shall include environmental coverage, and liability coverage for all risks associated with this Agreement in the amount set forth in this section (17); and
 - 2) Errors and Omissions (professional malpractice), which shall cover any and all construction and design and inspections and other potential errors and omissions which may be associated with this agreement.
 - 3) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.
17. PAT further agrees and covenants for the consideration provided above, not to file any claim, lawsuit or other proceeding, whether judicial or administrative against the City, its officers, agents and employees arising or relating in any way to this Agreement or to activities of PAT undertaken or in any way relating to this Agreement or the funding by City.
18. The terms and conditions of this Agreement shall be binding upon the PAT, its Officers, agents, employees, successors, heirs and assigns. PAT further expressly agrees that the foregoing waiver and release of liability and assumption of risk agreement by PAT contained herein is intended to be as broad and inclusive as is permitted by City Ordinances and the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed PAT hereby agrees to indemnify and hold harmless the City, its department and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of participation pursuant to this Agreement, where said claims, liabilities, expenses or lawsuits arise by the acts of omissions of the undersigned or his/her agents. Further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
19. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

20. With regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. PAT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act to 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 99-4 and 2000.
21. 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.
22. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's 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, except as to the indemnitor's indemnity obligations set forth in Section 15.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this _____ day of _____, 2008.

 JACK D. WILSON, MAYOR

ATTEST:

APPROVED AS TO FORM:

 ELIZABETH BURKE
 City Clerk

 GARY KIDD
 City Attorney

PRESCOTT ALTERNATIVE TRANSPORTATION

By: _____

Date: _____

EXHIBIT "A"

ADOT Safe Routes to School Program
Application and Checklist

Project Information

Project name: Safe Routes to Schools in Prescott

Project/school site name and address(es):

Taylor Hicks Elementary
1845 Campbell Ave
Prescott 86301

Prescott Mile High Middle School
300 S. Granite St
Prescott 86301

In what US Congressional District is the target school(s): 1

Applicant

(government agency, school/district, nonprofit): Prescott Alternative Transportation

[NOTE: the applicant will be the *fiscal agent*, sending and receiving all monetary payments.]

[IF YOU ARE A NONPROFIT, ATTACH YOUR IRS 501(C)3 LETTER AND CERTIFICATE OF GOOD STANDING]

Amount of Safe Routes to School funds requested this cycle: \$ 40,040

Project category (select all that apply):

- Infrastructure

N/A

- Non-infrastructure/Education

[x] Student-focused education [x] Parent-focused education

[x] Walking school bus (**Walk to School Day events**)

[x] Bike train (**Bike Month events**) [x] Other (explain below)

Neighborhood-based adult-focused education

- Non-infrastructure/Enforcement

[x] Neighborhood watch programs (**also part of adult focused education efforts**) [x] Other (explain below)

School-based awareness efforts of speed and other traffic violations

- Non-infrastructure/Encouragement

[x] Mileage clubs (**and other classroom-based incentive activities**)

[x] Bicycle helmet (**& other**) giveaways [x] Other (explain below)

Community bike-themed mural to be painted on wall behind bike racks at Mile High Middle School

ADOT Safe Routes to School Program
Application and Checklist

Application Narrative

(Do not change the format or order of questions)

What is the problem your project addresses?: (200 words or less)

The lines of cars waiting to drop off students before school and pick them up after school, throughout the Prescott area, are entirely too long! There are far too few students walking and bicycling to school – even among those who live within just a mile of school. The barriers to more students walking and cycling are many, both real and perceived. Based on parent surveys conducted at both Taylor Hicks Elementary and Mile High Middle, the most common reasons parents do not allow their children to walk or bike to school are the unsafe conditions of roadways, such as no sidewalks, speeding traffic, no bike facilities, or poor intersections. Other reasons included distance, 'stranger danger', weather, and simply that it was convenient to drive their children. Addressing parents' attitudes and behaviors toward walking and cycling, as well as educating and encouraging students, are the first steps to increasing the numbers of students walking and cycling. After raising awareness and excitement in this way, addressing roadway improvements can take place, increasing the numbers exponentially!

Accurately describe your project: (400 words or less)

Prescott Alternative Transportation (PAT) is positioning itself as this region's Safe Routes to School program coordinator. Taylor Hicks Elementary and Mile High Middle were recruited as pilot schools in PAT's reinvigorated SRTS program Fall 2006. After meeting with school representatives, surveys were conducted to assess current travel attitudes and behaviors. This data is then used to develop appropriate education and encouragement activities to begin redirecting attitudes and behaviors towards increasing the numbers of students walking and biking to school.

School year 2006-07, our pilot planning year, is being used to raise awareness of the program, gather baseline data, and plan for the following years. Spring 2007 there will be giveaways, student-focused safety presentations and Bike Month activities at Taylor Hicks and Mile High. PAT is carefully documenting the process of these two pilot schools to provide a model for subsequent schools in our program.

At Taylor Hicks and Mile High, school year 2007-08 will focus on educating students, faculty and parents about the benefits of walking and cycling versus riding in a car (personal and environmental health, safety for everyone on the roads), and conducting incentive-based activities that will encourage more students to walk and bike. To get students excited about bicycling, Mile High is

EXHIBIT "A"

commissioning local artists to work with students in creating a bike-themed mural to be painted behind the bike racks. Taylor Hicks seeks to draw attention to traffic violations through community workshops and student-created signage. Mapping best routes and identifying infrastructure problems will also be accomplished at both schools. Walk to School Day and Bike Month provide opportunities for celebratory kickoff and culminating events respectively. Neighborhood-based workshops will inform community members on traffic calming options as methods to addressing speed limits and other traffic violations, as well as encourage everyone to be a part of making routes to school safer. Student travel tallies will be evaluated throughout the year to assess changes in travel habits.

Subsequent years in the program will continue emphasizing education and encouragement efforts while beginning to address engineering issues.

In August 2007 PAT will send SRTS information to all eligible schools in Prescott and will recruit two additional schools into the program to begin the initial planning phase modeled by Taylor Hicks and Mile High. We are focussing on Prescott initially with the intent to fully implement the program throughout the rest of the quad-cities region in the next few years.

Site safety/crash history: (200 words or less; describe any extraordinary occurrences on streets within a 2-mile radius from the target school)

Luckily, there have not been any crashes near either Taylor Hicks or Mile High in several years. But there have been plenty of near misses. One of the biggest problems is poorly designed intersections as one nears both schools. Motorists often do not give pedestrians in crosswalks the right of way (or there are no crosswalks). There are also blind entrances to streets and blind curves, made all the more dangerous by vehicles traveling above the speed limit. A lack of sidewalks, or sidewalks in poor condition, are also common to both school neighborhoods. There are no bicycle facilities at all in either neighborhood.

Describe how the five "Es" will be used, or are currently being used in the project:
(400 words or less; see definition of "The 5 Es" below)

2006-07 -- Taylor Hicks and Mile High

Education:

- General information on PAT's SRTS program provided to school community (faculty, parents)
- Parent surveys on current travel attitudes and behaviors
- Student travel tallies
- Student-focused pedestrian/bicycle safety presentations planned for spring
- Bike Month activities and events planned for May
- End of year 'report' with plans for following year sent to all parents, faculty

Encouragement:

- October events: Walk to School Day at Taylor Hicks; SRTS Kickoff at Mile High
- Bike Month events planned for May

EXHIBIT "A"

Evaluation:

- Assessing overall program planning and process

2007-08 -- Taylor Hicks and Mile High

Education:

- Plan for the year and travel behavior survey sent to all parents
- Student travel tallies (with discussion) conducted throughout year
- Walk to School Day events in October
- In-school student-focused presentations in fall
- Neighborhood-based, adult-focused workshops in spring and fall
- Bike Month events in May
- End of year evaluation report sent to faculty and parents

Encouragement:

- Walk to School Day events in October
- Incentive-based activities (with prizes) for students, parents and faculty in March
- Mural designing and painting Feb. - May at Mile High
- Bike Month events in May

Enforcement:

- Neighborhood-based, adult-focused workshops in spring and fall
- Recruiting local elected officials and other 'celebrities' to act as crossing guards at October and May events
- Police escorts and general assistance at October and May events
- Student-created signage displayed, neighborhood efforts addressing speed limits for one week in March at Taylor Hicks

Evaluation:

- Analyzing student travel tallies throughout year for changes in travel behavior
- Providing evaluation feedback forms at adult-focused workshops
- Assessing overall program for the year

2007-08 -- Two Newly Recruited Schools

Education:

- General information on PAT's SRTS program provided to school community (faculty, parents)
- Parent surveys on current travel attitudes and behaviors
- Student travel tallies (with discussion) in fall
- Walk to School Day events in October
- Bike Month events in May
- End of year 'report' with plans for following year sent to all parents, faculty

Encouragement:

- Walk to School Day events in October
- Bike Month events in May

Evaluation:

- Assessing overall program for the year

EXHIBIT "A"

ADOT Safe Routes To School Program Application and Checklist

Timelines and Milestones

(Include all pertinent milestones)

| <u>Date</u> | <u>Milestone</u> |
|---------------------|--|
| May, 2007 | Project/program selected |
| August, 2007 | Recruiting two new schools into program |
| September, 2007 | •1st quarter student travel tallies/parent surveys - all participating sch.s •Planning Walk to School (WTS) Day events - all schools |
| October 1 - 5, 2007 | WTS Day/annual SRTS kickoff events - all sch.s; identifying/documenting infrastructure problems, and creating a "best routes to school" map for distribution - Taylor Hicks (TH) and Mile High (MH) |
| October, 2007 | •In-school student-focused presentations - TH & MH •Neighborhood-based motorist ed. forums - TH & MH |
| November, 2007 | Brainstorming/planning with all participating sch.s for next AZDOT SRTS grant proposal; incl. meeting with local public works and transportation officials regarding potential roadway improvements |
| December, 2007 | •2nd quarter student travel tallies - TH/MH |
| January, 2008 | Writing/submitting next AZDOT SRTS grant proposal |
| February, 2008 | •In-school mural presentations - MH •Neighborhood-based motorist ed. forums - TH & MH •In-school student-focused presentations - 2 new sch.s |
| March, 2008 | •(during whole month) Incentive-based contests for students and faculty - TH and MH •Mile High community votes for favorite mural design; art students paint with muralists •3rd quarter student travel tallies at TH/MH |
| April, 2008 | Planning Bike Month events - all schools |
| May, 2008 | •Bike Month events - all sch.s (incl. unveiling of mural at MH) •4th quarter student travel tallies - all schools •Evaluation feedback forms - TH and MH |
| May 16(?), 2008 | City-wide Ride to Work with the Mayor event (all schools/families invited to participate) |
| May/June, 2008 | Compiling/analyzing final survey results; evaluation of program |
| June 2008 | •Project/program completion |
| July, 2008 | Expend all SRTS funds |

AG Contract No. P001-2007-011803
ADOT TPD File: JPA 07-015T
Project/TRACS: PSRTS11P
Section: Safe Routes to School (SRTS)
Description: Education Program for students
Faculty and public.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PRESCOTT ALTERNATIVE TRANSPORTATION

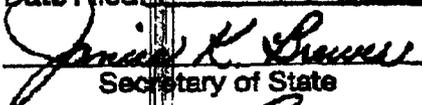
THIS AGREEMENT is entered into Aug. 17, 2007 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and Prescott Alternative Transportation, an Arizona nonprofit corporation, acting by and through its BOARD OF SUPERVISORS.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to enter into this agreement.
2. The Prescott Alternative Transportation is empowered as an Arizona non profit corporation, organized and existing under Arizona law, to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Prescott Alternative Transportation.
1. SAFETEA-LU Funds has been authorized between the State and Prescott Alternative Transportation to jointly participate in Safe Routes to School (SRTS) project with SRTS funds in the amount of \$34,540. ADOT has recommended the approval of such funds, and the Transportation Board has approved the project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

| | | | | | |
|-------------------|--------------|-------|--------------|------|---|
| Post-it® Fax Note | 7571 | Date | 8/17/07 | Page | 7 |
| To | Lisa Barnes | From | Delia Hill | | |
| Co./Dept | | Co. | ADOT | | |
| Phone # | | Phone | 602-712-8954 | | |
| Fax | 928-708-0911 | Fax # | | | |

NO. 29153
 Filed with the Secretary of State
 Date Filed: 8-17-07

 Secretary of State
 By: 

II. SCOPE OF WORK**1. Prescott Alternative Transportation shall:**

- a. Accomplish construction of the Project by public bidding, in strict compliance with State and federal laws, rules and regulations. Prescott Alternative Transportation will award the contract after concurrence by the State and will be fully responsible for administration of the contract through completion and acceptance of the project including maintenance.
- b. Invoice the State on a quarterly basis along with quarterly project status reports. Provide the quarterly program evaluation data with the invoice. Reimbursement for SRTS funds shall be addressed to Arizona Department of Transportation, ATTN: SRTS Program Coordinator, 206 S. 17th Ave., MD310B, Phoenix, AZ 85007, in an amount not to exceed \$34,540.
- c. Provide the State a copy of the executed Project contract(s), expend the State SRTS funds no later than eighteen (18) months after the effective date of this agreement. Provide the State detailed written reports of all SRTS fund expenditures, supported by invoices, receipts or other suitable and appropriate documentation, and a final accounting report no later than thirty (30) days after SRTS funds are fully expended.
- d. Comply with all applicable State, Federal and local requirements. Prescott Alternative Transportation will comply with all applicable provisions of Titles 23 (FHWA) and 49 (United States DOT) and other applicable Codes of Federal Regulations (C.F.R.'s).
- e. Comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Prescott Alternative Transportation shall also ensure to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs and activities provided by Prescott Alternative Transportation under this agreement.

2. The State will:

- a. Within thirty (30) days after receipt and approval of the SRTS contract(s) and subsequent monthly progress payment invoices, reimburse Prescott Alternative Transportation for work completed on the Project in an amount not to exceed \$34,540.00.
- b. Will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS) for Prescott Alternative Transportation and after ensuring that it is in order, will process Environmental Clearance (attached).

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. Prescott Alternative Transportation assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid. Any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of Prescott Alternative Transportation. Prescott Alternative Transportation hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever which is

caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, Prescott Alternative Transportation, or any of its agents, officers and employees, or any of its independent entities. Costs incurred by the State, any of its departments, agencies, officers, or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. The total amount of SRTS funds expended under this agreement shall not exceed the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these SRTS funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.
3. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a contract, upon thirty (30) days written notice to the other party. Further, this agreement may be terminated and the SRTS grant cancelled by the State if Prescott Alternative Transportation, in the opinion of and by action of the Transportation Board, fails to pursue due diligence on the Project or in the performance of any of the terms of this agreement.
4. This agreement shall become effective upon filing with the Secretary of State.
5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest on behalf of State employees.
6. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5-year records retention and audit by the State are applicable to this contract.
7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.
8. In accordance with Arizona Revised Statutes Section 11-952, D, attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.
9. The provisions of Arizona Revised Statutes, 41-1463 of the State of Arizona are incorporated by this reference as a part of this intergovernmental Agreement. (Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by 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 or for any damages as a result of termination under this paragraph.)
10. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, USC. 12101-12213) and all applicable federal regulations under the ACT, including 28 CFT Parts 34 and 36. (Non-Discrimination. The Prescott Alternative Transportation shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to

employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. Prescott Alternative Transportation shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

11. All notices or demands upon any party to this agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues

Arizona Department of Transportation
Transp. Planning Division/Mary Ann Roder
206 South 17th Ave., Mail Drop 310B
Phoenix, AZ 85007
Phone: 602-712-4848 FAX: 602-712-3046
MRoder@azdot.gov

Prescott Alternative Transportation
Lisa Barnes
P.O. Box 2122
Prescott, AZ 86302
Phone: 928-708-0911
Fax: alicelblisa@hotmail.com

For Project Issues

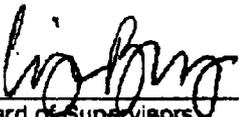
Arizona Department of Transportation
Brian Fellows, Project Manager
Transportation Planning Division
206 South 17th Avenue, Mail Drop 310B
Phoenix, AZ 85007
Phone: 602-712-712-8010
FAX 602-712-3046
bfellows@azdot.gov

same as above

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

Prescott Alternative Transportation

STATE OF ARIZONA
Department of Transportation

By  Associate
Board of Supervisors Director

By 
DALE BUSKIRK, Division Director
Transportation Planning Division

| | | |
|--|--|---|
| <p>TERRY GODDARD Attorney General</p> |  OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA | <p>CIVIL DIVISION TRANSPORTATION SECTION Walter's Direct Line: 602.542.8855 Facsimile: 602.542.8646 E-mail: Susan.Davis@azag.gov</p> |
|--|--|---|

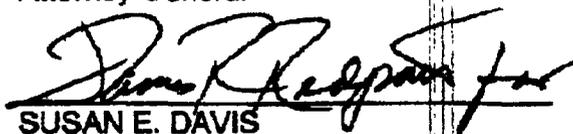
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007001803TRN (JPA 07-015T), an Agreement between public agencies, i.e., The State of Arizona and Prescott Alternative Transportation, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 9, 2007

TERRY GODDARD
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:dgr
Attachment
#40963

**Joint Project Agreement
Responsibility Matrix
JPA 07-015T**

Project Name: Safe Routes To School In Prescott

| Actions (from inception to completion) | Responsible Person' Title Within Other Entity(s) | Responsible Person Within ADOT | Due Date |
|---|--|--------------------------------|----------|
| 9/07 - Conduct 1st quarter student travel tallies at all schools | Lisa Barnes, associate director | Brian Fellows | 12-31-08 |
| 9/07 - Plan Walk To School Day events at all schools | | | |
| 10/07 - Hold Walk To School Day and SRTS kick-off events | | | |
| 10/07 - Create "best routes to school" maps | | | |
| 10/07 - Present in-school student and neighborhood/driver education | | | |
| 2/08 - Present in-school and neighborhood/driver education | | | |
| 3/08 - Hold incentive-based contests; vote on favorite mural design | | | |
| 5/08 - Hold Bike Month events, unveil bike mural; Ride To Work With Mayor | | | |
| 6/08 - Complete project | | | |
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COUNCIL AGENDA MEMO – 02/05/08 & 02/12/08

DEPARTMENT: City Clerk

AGENDA ITEM: Request submitted by Yavapai Downs to conduct Off-Track Wagering at Matt's Longhorn Saloon, 112 S. Montezuma Street, for the years 2008, 2009 and 2010.

Approved By:

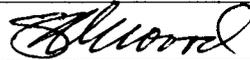
Date:

Department Head: Elizabeth A. Burke, City Clerk

01/29/08

Finance Director: Mark Woodfill

City Manager: Steve Norwood



1/29/08

SUMMARY

Yavapai Downs has requested authorization to continue conducting Off-Track Wagering at Matt's Longhorn Saloon, 112 S. Montezuma Street, for the years 2008, 2009 and 2010.

BACKGROUND

As indicated in the attached letter, Yavapai Downs has requested authorization to continue conducting Off-Track Wagering at Matt's Longhorn Saloon, 112 S. Montezuma Street, for the years 2008, 2009 and 2010, during the summer months when Turf Paradise does not operate off-track wagering. The anticipated race dates are:

| | 2008 | 2009 | 2010 |
|----------------------|------------|------------|------------|
| Date of Commencement | 05/24/2008 | 05/23/2009 | 05/29/2010 |
| Date of Termination | 09/02/2008 | 09/04/2009 | 09/07/2010 |

Recommended Action: MOVE to authorize Yavapai Downs to continue conducting Off-Track Wagering at Matt's Longhorn Saloon, 112 S. Montezuma Street, for the years 2008, 2009 and 2010, during the above-referenced dates.



December 13, 2007.

City Clerk's Office
City of Prescott
P.O. Box 2059
201 South Cortez
Prescott, AZ 86302

Dear Ms Burke:

The Yavapai County Fair Association dba Yavapai Downs is hereby requesting the issuance of a permit to conduct Off Track Wagering at Matts Longhorn Saloon, 112 S. Montezuma Street, for the years 2008, 2009 and 2010. Yavapai Downs operates off track wagering during the summer months when Turf Paradise does not operate off track wagering.

The anticipated race dates are:

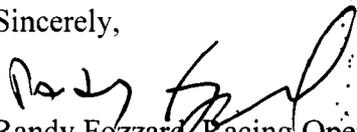
Date of Commencement -- May 24, 2008
Date of Termination -- September 2, 2008

Date of Commencement -- May 23, 2009
Date of Termination -- September 4, 2009

Date of Commencement -- May 29, 2010
Date of Termination -- September 7, 2010

These race dates include the Fort Tuthills Downs meet. If you have any questions or require any additional information please contact me at 928.775.8060.

Sincerely,



Randy Fozzard, Racing Operations Manager