



PRESCOTT CITY COUNCIL JOINT STUDY SESSION/ SPECIAL MEETING AGENDA

PRESCOTT CITY COUNCIL
STUDY SESSION/SPECIAL MEETING
TUESDAY, MARCH 18, 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 Dr. Vernon Rodgers of Prescott Christian Church

◆ **PLEDGE OF ALLEGIANCE:** Councilman Roecker

◆ **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.

STUDY SESSION

I. PRESENTATION

- A. Presentation on upcoming *Eggs-Travaganza* on March 22, 2008.
- B. Update by John Rasmussen, Water Advisory Committee (WAC) Coordinator, on WAC activities.
- C. Presentation by Sheriff Waugh re Illegal Immigration.

II. DISCUSSION ITEMS

- A. Public Hearing (March 25) and discussion of Draft FY 2008 Annual Action Plan associated with the City's Community Development Block Grant (CDBG) Program.
- B. Approval of contract with UNICO Universal for the Dexter Neighborhood Sidewalk Improvements/Merritt in an amount not to exceed \$100,587.70.
- C. Adoption of Ordinance No. 4644-0846 - An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the granting of certain underground power line easement rights to Arizona Public Service Company (APS) to provide for the installation of updated electrical facilities for 21 portable hangars to be relocated by 2251 Ruger L.L.C. to a new location of the Prescott Municipal Airport and authorizing the Mayor and staff to execute all necessary sale and conveyance documents.
- D. Approval of an engineering services agreement with Ninyo & Moore for quality assurance testing services for City streets and utilities projects, in an amount not to exceed \$100,000.00.
- E. Acceptance of proposal and approval of contract with Horizon Airlines for airline service between Prescott Municipal Airport and Los Angeles International Airport.
- F. Approval to purchase the Tyson property located on Cortez (next to City Hall) in the amount an amount of \$257,000.00.
- G. Approval of contract for outside counsel in the Mason/Griffin v. City of Prescott case.
- H. Approval of the Minutes of the Prescott City Council Workshop of February 26, 2008 and the Study Session of March 4, 2008.

- I. Selection of Items to be placed on the Regular Voting Meeting Agenda of March 25, 2008.

III. ADJOURNMENT

SPECIAL MEETING

- I. Call to order.
- II. Recess into Executive Session.
- III. **EXECUTIVE SESSION:**
 - A. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. Section 38-431.03(A)(7).
 1. Possible purchase of property in the Granite Dells area.
- IV. Adjournment.

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

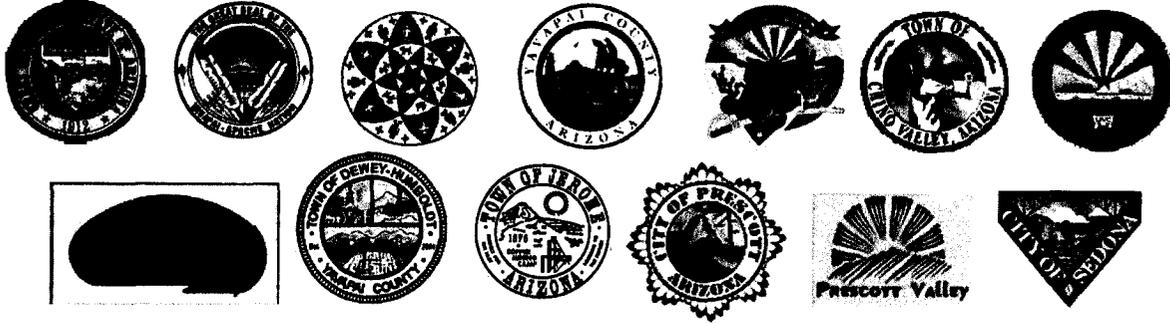


Water Advisory Committee

Yavapai County Water Advisory Committee

2007 Annual Report

February 2008



Water Advisory Committee Members
Arizona Department of Water Resources
Yavapai-Apache Nation
Yavapai- Prescott Tribe
Yavapai County Districts 1, 2, and 3
The Incorporated Cities and Towns of Yavapai County:
Camp Verde
Chino Valley
Clarkdale
Cottonwood
Dewey-Humboldt
Jerome
Prescott
Prescott Valley
Sedona

Charter: The Yavapai County Water Advisory Committee is a committed coalition of communities and selected stakeholders that are dedicated to developing a management plan for the sustainable use of our regional water supply.

Mission Statement: The Yavapai County Water Advisory Committee is committed to preserving sustainable water resources for future generations while enhancing the economic viability of our County. We are dedicated to meeting the long-term water resource needs of our customers - the citizens of the Yavapai County region. We will accomplish our goals by developing and enacting a total water management strategy through a consensus of our coalition members.

Contact: John Rasmussen, Coordinator, 1015 Fair Street, Prescott, AZ 86305
Telephone: 928-442-5199, email: john.rasmussen@co.yavapai.az.us

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Figure 9: Approximate location of Planning Area for CYHWRMS appraisal level study

Figure 10: Long Term Drought Status from December 2007 ADWR Drought Monitoring Report

Figure 11: Examples of conservation and efficiency programs/materials. Drought tolerant plant list; smart irrigation system controller, “Save H2O” front license plate, Project Rinse Smart logo, hot water recirculation pump, and rainwater harvesting booklet.

Figure 12: Examples of Project WET curriculum guides. From left to right: *The Project WET Curriculum and Activity Guide*, *Arizona Conserve Water Educators Guide*, *Discover a Watershed: The Colorado Educators’ Guide*, and *Health Water Healthy People Water Quality Educators Guide*

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Appendix A: Yavapai County Resolution 1661

Appendix B: WAC Priority Projects – 2007 (February, 2007 List)

Appendix C: List of Tasks and Schedule of Central Yavapai Highlands Water Resource Management Study (CYHWRMS - Appraisal Level Study)

Executive Summary

The Yavapai County Water Advisory Committee's tradition of supporting management-relevant scientific discovery and objective analysis of factual information was reflected in the activities of 2007 and will continue through 2008.

In 2007, the Yavapai County Water Advisory Committee (WAC or Committee) progressed towards its goals and fulfillment of its mission. Member contributions funded projects including a Regional Groundwater Flow Model; a Long-Term Growth Scenario Development Project; a base flow evaluation of the Verde Valley; Well, stream, and isotope monitoring; Verde data compilation, and Water Education in Yavapai County.

The WAC was also involved in outreach through education programs, speakers, issue papers; and communication amongst the members, other water organizations, and the community.

The WAC received \$244,004.86 in member contributions and investment returns. For administration and projects, the WAC expended almost \$ 350,000 in calendar year 2007 utilizing some carried-over funds from the previous year. The WAC also benefited from, and "stretched" the budget through matching funds and in-kind services. The Committee's fund balance as of January 1, 2008 is \$321,465.92.

For 2008, the WAC is focused on continuing with existing projects and embarking on some new projects. For instance, the first model results of the Northern Arizona Regional Groundwater Flow Model will be produced early in the year (by U.S. Geological Survey and Arizona Department of Water Resources (ADWR) with WAC input regarding scenarios); and the WAC will begin an Appraisal Level Water Resource Management Study (with U.S. Bureau of Reclamation and ADWR). The WAC will also commit some of its resources to promoting water education in Yavapai County. Communication between the Committee and the member communities, and interpreting science is a high priority for 2008.

2008 will be the first year with the Yavapai County Board of Supervisors seated as members of the Committee. The WAC intends to continue its role in regional management planning and its service as a communication forum for the governmental jurisdictions in Yavapai County.

Introduction

The purpose of this annual report is to summarize the calendar-year 2007 activities of the Yavapai County Water Advisory Committee (WAC or Committee). It is intended for the members of the WAC, their councils, and the general public which the Committee serves.

This document contains a background section with basic information, membership and structure; a financial section; a 2007-activities section; and a section listing on-going projects and priorities for 2008.

Background

History

The Water Advisory Committee was established in 1999 by the Yavapai County Board of Supervisors Resolution 1163. An Intergovernmental Agreement (IGA) between member communities was recorded by Yavapai County on September 20, 2000. The Resolution has been amended by the Board of Supervisors most recently on December 3, 2007. The current Resolution is number 1661 (Appendix A).

Recognizing that water is a regional resource, the Board of Supervisors created the WAC as a vehicle to establish strong communication links among stakeholders and bring regional water management decisions to a local level through consensus. Goals include developing a regional water management strategy and protecting the base flows of county streams.

The WAC recognizes several components are needed to achieve the goals. These components include making a scientific determination of the facts; identifying management strategies and developing the tools necessary to implement the strategies; developing regional/state cooperation for the plan; implementing necessary legislative changes; and creating a focused body to implement plans.

Charter and Mission

Charter: The Yavapai County Water Advisory Committee is a committed coalition of communities and selected stakeholders that are dedicated to developing a management plan for the sustainable use of our regional water supply.

Mission Statement: The Yavapai County Water Advisory Committee is committed to preserving sustainable water resources for future generations while enhancing the economic viability of our County. We are dedicated to meeting the long-term water resource needs of our customers - the citizens of the Yavapai County region. We will accomplish our goals by developing and enacting a total water management strategy through a consensus of our coalition members.

Membership and Organization

The Water Advisory Committee is composed of members representing the nine incorporated cities and towns in Yavapai County, the three Supervisor Districts, ADWR, and the two Native American tribes. Each member has one designated representative and may appoint an alternate.

The WAC has a Technical and Administrative Subcommittee (TAC). The TAC consists of seven members with expertise in local and regional water resources.

The WAC has one coordinator and a recording secretary. These staff are employed by Yavapai County and maintain offices in County buildings.

The County is the fiduciary agent for the WAC. The WAC receives support services from other County departments such as Management Information Systems (e.g. computers and website), Board of Supervisors, and Finance.

While the membership has not changed in 2007 the representatives of the member communities have changed. As of December, 2007, the County Board of Supervisors will represent their districts. Table 1 shows the members who served for the majority of 2007 and Table 2 shows the current members who are serving as of December 19, 2007. Table 3 is a list of the TAC members.

Table 1: WAC Membership for majority of 2007

Member	Representative	Title	Alternate
Yavapai Apache Nation	Billie Garner	Land and Water Manager	Yolanda Trujillo
Yavapai Prescott Tribe	Chris Moss	Staff	
AZ Dept Water Resources	Thomas Whitmer	Regional Planning Manager	Leslie Graser
Yavapai County District 1	Art Coates	Retired Citizen	
Yavapai County District 2	Jim Williams	Well Driller	Mary Hoadley
Yavapai County District 3	Steven Estes	Director Mingus Center	Dorothy O'Brien
Town of Camp Verde	Brenda Hauser	Council	Tony Gioia, Mayor
Town of Chino Valley	Virginia Reid	Council	
City of Cottonwood	Diane Joens	Mayor	Bob Rothrock
Town of Clarkdale	Doug Von Gausig	Mayor	Jerry Wiley
Town of Dewey-Humboldt	Len Marinaccio	Council	Preceded by Roger Swenson, town manager
Town of Jerome	Jane Moore	Council	Doree Christensen
City of Prescott	Robert Roecker	Council	
Town of Prescott Valley	Michael Flannery	Council	Harold Wise
City of Sedona	Pud Colquitt	Mayor	

Table 2: Current WAC Membership (as of December 2007)

Member	Representative	Title	Alternate
Yavapai Apache Nation	Billie Garner	Council	Yolanda Trujillo
Yavapai Prescott Tribe	Chris Moss	Staff	
AZ Dept Water Resources	Thomas Whitmer	Regional Planning Manager	Leslie Graser, Hydrologist
Yavapai County District 1	Carol Springer	Supervisor	
Yavapai County District 2	Thomas Thurman	Supervisor	Mary Hoadley, Upper Agua Fria Partnership
Yavapai County District 3	Chip Davis	Supervisor	
Town of Camp Verde	Brenda Hauser	Council	Tony Gioia, Mayor
Town of Chino Valley	Virginia Reid	Council	Jim Bunker, Council
City of Cottonwood	Diane Joens	Mayor	Tim Elinski, Council
Town of Clarkdale	Doug Von Gausig	Mayor	Jerry Wiley, Council
Town of Dewey-Humboldt	Len Marinaccio	Council	Don Tebbe, Council
Town of Jerome	Jane Moore	Council	Doree Christensen, Council
City of Prescott	Robert Roecker	Council	Bob Luzius, Council
Town of Prescott Valley	Michael Flannery	Council	Harold Wise, Council
City of Sedona	Pud Colquitt	Mayor	Jerry Frey, Council

Table 3: 2007 and Current Technical Administrative Committee (TAC)

TAC Member	Title
Loyd Barnett	Watershed Consultant
Leslie Graser	ADWR Hydrologist
Robert Hardy	Cottonwood Water Resources Manager
Mark Holmes	Chino Valley Water Resources Manager
James Holt	Prescott Water Resources Manager
John Munderloh	Prescott Valley Water Resources Manager
Dr. Abe Springer	Professor, NAU Geology Department

The organization of the Water Advisory Committee is shown in Figure 1. The WAC is empowered to carry out its mission by the member governing boards and communities. The Committee has a Coordinator, a recording secretary, and a Technical Administrative Committee (TAC). The WAC may establish subcommittees as needed.

Unless a special meeting is called, the Committee meets once a month, typically the third Wednesday. The TAC meets once a month, typically the first Thursday. The WAC and TAC adhere to the requirements of the Arizona Open Meeting Law.

The WAC has two co-chairpersons selected by the members from amongst the membership. Co-chair terms are one-year.

The members of the Technical Advisory Committee (TAC) fulfill a set of minimum qualifications and are appointed by the WAC according to established policy. The WAC directs the work of the TAC. The work of the Coordinator is directed by both the WAC and the TAC based on established priorities and objectives.

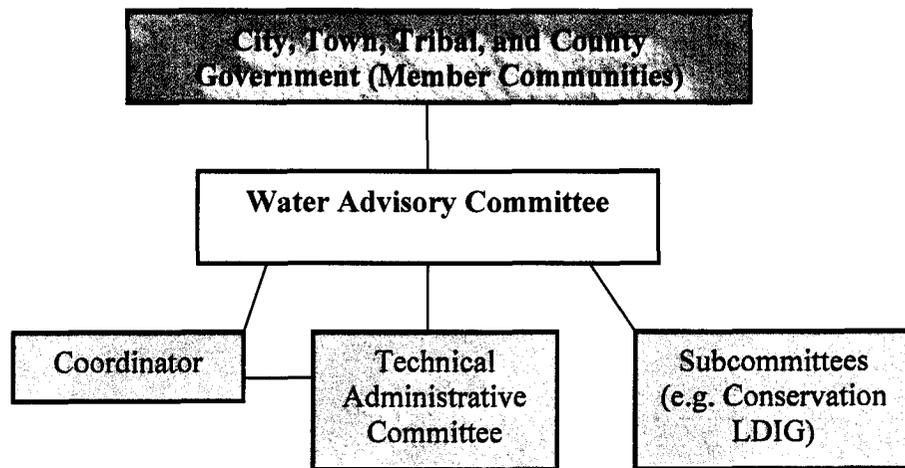


Figure 1: Water Advisory Committee Structure

Financial Statement - 2007 Budget

Budget:

The WAC operates with an annual budget of \$226,000 funded through member contributions. The contributions are based on population. Yavapai County serves as the fiduciary agent for the WAC. Table 4, below lists the communities and their direct contribution to the WAC.

Table 4: WAC Member Funding Contribution to WAC

Member	Share
Camp Verde	\$ 10,000
Chino Valley	\$ 10,000
Clarkdale	\$ 2,500
Cottonwood	\$ 10,000
Jerome	\$ 500
Prescott	\$ 45,000
Prescott Valley	\$ 30,000
Sedona Yavapai	\$ 10,000
Dewey-Humboldt	\$ 2,500
Unincorporated	\$104,500
Yavapai Prescott	\$ 500
Yavapai Apache	\$ 500
Totals	\$ 226,000

Staff members of the affiliate communities and organizations contribute time to the Committee meetings and projects, both technical and administrative. The monetary value of these in-kind services has not been determined.

2007 Income:

Income is generated from member contributions, interest on investments, and miscellaneous additions. The table below lists the additions as reported by the County finance department (Table 5).

The total calendar year additions were slightly over \$244,000. Member contributions amounted to \$226,000. Calendar year 2007 interest-on-investments was \$ 15,271.09. Miscellaneous additions totaled \$2,733.77.

Table 5: Total of WAC Calendar Year Additions

Member Contributions	\$ 226,000.00
Interest on Investments	\$ 15,271.09
Miscellaneous Additions	\$ 2,733.77
Total 2007 Additions	\$ 244,004.86

2007 Expenditures:

The total calendar year 2007 expenditures amounted to \$349,979.88 (As reported by Yavapai County Finance Department). Expenditures of the WAC are toward administration and projects. The year began with a carry over amount of \$421,245. The following tables (Table 6, 7, and 8) list the expenditures

Table 6: Total of WAC Calendar Year 2007 Expenditures

Administration	\$ 91,091.98
Projects (Outside Services)	\$ 258,887.90
Total 2007 Expenditures	\$ 349,979.88

Table 7: 2007 Administration Expenditures

Coordinator Salary	\$ 69,635.31
Employees Related Expenses	\$ 17,841.52
Supplies/Equipment/Postage	\$ 511.91
Travel and Meetings	\$ 1,078.16
Mileage	\$ 2,000.25
Phone	\$ 24.83
Total Calendar Year 2007	\$ 91,091.98

Table 8: 2007 Projects (Outside Services) Expenditures

USGS (Model and Monitoring)	\$ 130,000.00
USGS (Verde Subflow)	\$ 42,000.00
H3J Consulting (Scenarios)	\$ 55,000.00
NAU Geospatial Database	\$ 17,171.00
AZ Project WET	\$ 13,200.00
Conservation Survey Printing	\$ 1,560.90
Total Calendar Year 2007	\$ 258,887.90

January 1, 2008 Account Balance: \$321,465.92 (from preliminary December, 2007 County Fund Balance Report)

2007 Matching Funds, Cost Share and In-Kind Service Contributions:

In most cases, WAC expenditures were combined with matching funds and/or in-kind services. Over \$75,000 was matched to WAC funds by USGS, NAU, and ADWR. ADWR also contributed through funding from the Rural Watershed Initiative program.

In addition, the WAC benefits from member organization staff (such as the WAC's Recording Secretary Chris Moran, other Yavapai County professional staff, TAC members, and others). The WAC members and their alternates also devote significant amounts of time to the Committee. Thus, hundreds of hours have been utilized for the benefit of the communities through WAC. While undoubtedly vital, the monetary value of these in-kind contributions has not been calculated.

Highlights of 2007 – Primary Water Advisory Committee activities of the year

In 2007, the Committee continued established projects and began new projects. Although the projects overlap, for the purpose of this document the listed projects are assigned to one of three categories: Science, Management, or Education/Outreach. Each project in which the WAC invests is identified and prioritized based on an analysis of the WAC's mission and objectives (Appendix B contains a list of WAC priorities from February of 2007). The Coordinator and the TAC were involved in setting schedules, priorities and serving as liaisons with the project teams. Other highlights including a structural change on the Committee and a legislative update are also below.

Science Activities

Northern Arizona Regional Groundwater Flow Model (USGS and ADWR)

Description and objectives:

- Develop a regional hydrogeologic database for Upper and Middle Verde watershed and Coconino Plateau incorporating existing and new data.
- Develop a hydrogeologic framework that will define the distribution and hydraulic properties of the aquifers and confining units in the system.
- Develop a conceptual model that will provide an understanding of the surface- and groundwater flow systems.
- Develop a regional numerical flow model (see Figure 2 for model area).

Value to WAC:

- Regional planning tool
- Refine and assess water budget
- Model to run various water-use scenarios
- Assess conceptual model and data needs (data gaps, model resolution issues, need for refined/nested models)

Deliverable(s):

- Model and Reports
- Data Sets
- Water Budget
- Groundwater Flow Model
- Conceptual Model and water budget presented in published report (April 2006 "Hydrogeology of the Upper and Middle Verde River Watersheds, Central Arizona": SIR 2005-5198, K.W. Blasch, J.P. Hoffman, L.F. Graser, J.R. Bryson and A.L. Flint <http://pubs.usgs.gov/sir/2005/5198/>)

Who:

- Project Chief and Staff: Don Pool (USGS), Kyle Blasch (USGS), John Hoffman (USGS), Don Bills (USGS), James Callegary (USGS), Doug Rautenkranz (USGS), Leslie Graser (ADWR)

Other Comments:

- Joint Funding Agreement with USGS for model development and data collection.

- ADWR contributes through Rural Watershed Initiative and staff time.
- Continued from previous year and will continue into 2008.
- WAC is currently developing water-use scenarios for the model.

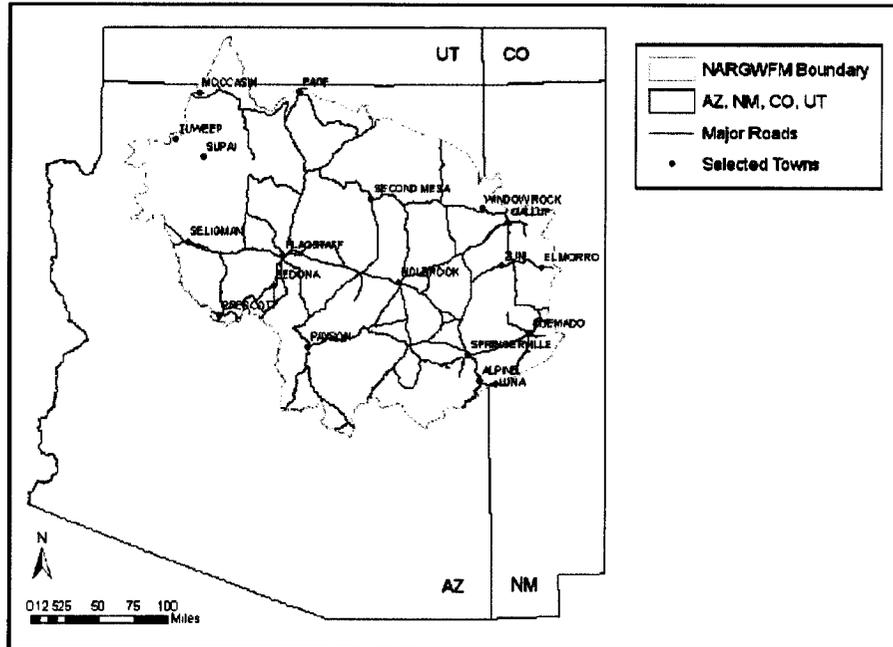


Figure 2: Area of Northern Arizona Regional Groundwater Flow Model
<http://az.water.usgs.gov/projects/9671-AD9/>

Data Collection / Monitoring - (USGS and ADWR)

Description and objectives:

- The WAC funded continued operation of Williamson Valley flow gage (see data example in Figure 3), continuous well monitoring (water levels) in the Verde watershed, and water sampling and analysis of stable isotopes.
- Collect and analyze data of importance to water budgets and modeling
- Develop defensible, accurate records

Value to WAC:

- Data used in water budgets and refining/calibrating models.
- Develop basic data and records on key hydrogeologic parameters.
- Provide insight on answers to questions of water sources, water level variation, and flood flow in Williamson Valley.

Deliverable(s):

- Data sets
- Summary reports

Who:

- USGS and ADWR Staff

Other Comments:

- The Data will be incorporated into groundwater model for development and refinement.
- To be most effective, coordination with other monitoring plans and programs will be necessary.

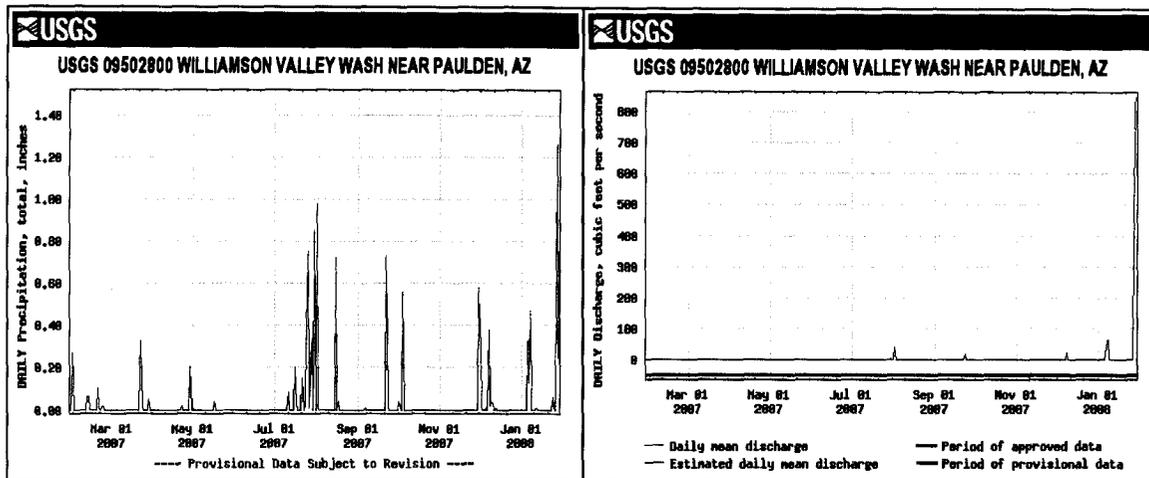


Figure 3: Precipitation and Discharge at Williamson Valley Gage
<http://waterdata.usgs.gov/az/nwis>

Long-Term Growth and Water-Use Scenario Development (H3J Consulting)

Description and objectives:

- Provide water-use scenario for USGS regional groundwater model.
- Use information provided by WAC communities to estimate future population growth in the model area as it might occur on the landscape (e.g. Figures 4-6); and project water use values, and source locations.
- Assemble into GIS database and transfer to USGS for use in Northern Arizona Regional Groundwater Flow Model.
- Use as a basis for additional growth scenarios.
- Make available to County and others for other uses (e.g. other types of planning)

Value to WAC:

- Develop water-use scenario for application in USGS regional flow model.
- Gain an understanding of potential growth areas, and associated future water use values.
- Provide baseline for development of other scenarios.

- Use in Phase I of Central Yavapai Highlands Water Resource Management Study.

Deliverable(s):

- Data set (also delivered to USGS for input into USGS model)
- Population growth scenario and growth model;
- Water-use scenario and Summary Report
- Presentations to WAC and TAC

Who:

- Project Chief: Hoyt Johnson III (H3J Consulting) and TAC of WAC members as liaisons with communities.

Other Comments:

- The work serves as basis for other scenarios.
- There are other potential uses of the data and model.

WAC Populations per Jurisdiction

	Incorp	Unincorp	Total
2006	132,778	74,234	207,012
Increase	22,073	7,773	29,846
2010	154,857	82,010	236,867
Increase	22,079	8,979	31,058
2015	187,481	90,979	278,460
Increase	32,624	8,969	41,593
2020	224,911	99,116	324,026
Increase	37,430	8,136	45,566
2025	269,097	106,323	375,420
Increase	44,186	7,207	51,393
2030	318,888	112,580	431,468
Increase	49,791	6,257	56,048
2035	362,022	117,800	479,821
Increase	43,134	5,220	48,354
2040	385,244	122,114	507,358
Increase	23,222	4,315	27,537
2045	390,852	125,908	516,760
Increase	5,608	3,793	9,401
2050	396,248	129,580	525,828
Increase	5,396	3,672	9,068

30 Year Trend Population

	Incorp	Unincorp	Total
2006	129,536	83,614	213,150
Increase	55,955	23,722	79,677
2010	185,491	107,336	292,827
Increase	45,955	23,722	69,677
2015	230,684	127,770	358,454
Increase	45,193	20,434	65,627
2020	275,877	148,204	424,081
Increase	45,193	20,434	65,627
2025	346,883	176,417	523,300
Increase	71,006	28,213	99,219
2030	417,888	204,631	622,519
Increase	71,005	28,214	99,219
2035	531,363	243,587	774,950
Increase	113,475	38,956	152,431
2040	644,837	282,543	927,380
Increase	113,475	38,956	152,431
2045	828,897	336,331	1,165,228
Increase	184,060	53,788	237,848
2050	1,012,958	390,120	1,403,078
Increase	184,060	53,788	237,848

Figure 4: Draft growth projections for one scenario and 30-year-trend population to year 2050 (from: "Scenario Develop Update_Report2 H3J 9-19-07.ppt") <http://www.co.yavapai.az.us/WorkArea/showcontent.aspx?id=30450> The "WAC Populations per jurisdiction" are as reported by the entities for this scenario; and the "30 year Trend Population" represents a linear extrapolation of the historical data trend (past 30 years) into the future.

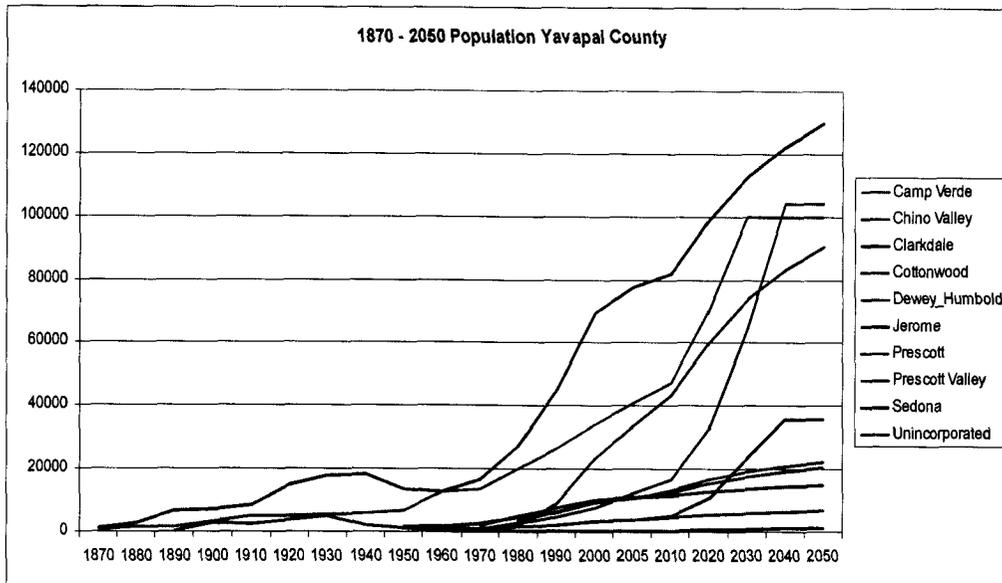


Figure 5: Draft of one population scenario in part of Yavapai County - Projected to 2050 (from: "WAC_Update Report 1.doc")

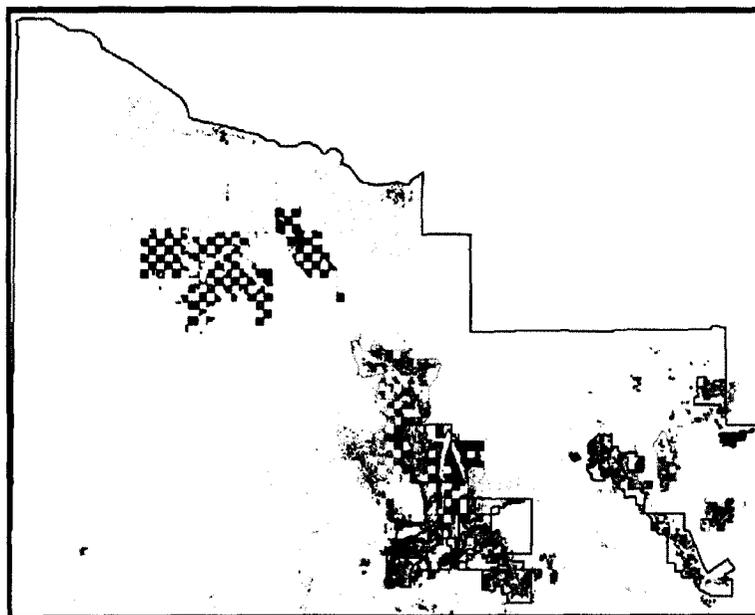


Figure 6: Draft map of developed parcels in one development scenario of central Yavapai County – year 2050 ("Scenario Develop Update_Report2 H3J 9-19-07.ppt") <http://www.co.yavapai.az.us/WorkArea/showcontent.aspx?id=30450>

Verde River Base Flow Evaluation (Seepage Run)(USGS)

Description and objectives:

- Collect stream discharge, specific conductance, temperature, pH, and dissolved oxygen data along Verde River and tributaries. From between gages near Clarkdale (09504000) and below Camp Verde (09506000); Oak Creek from near Sedona gage (09504420) to mouth; Wet Beaver Creek from gage near Rimrock (09505200) and Dry Beaver Creek from the gage near Rimrock (09505350) to their confluence and down to the mouth; and West Clear Creek from the gage near Camp Verde (09505800) to its mouth.
- Use to inform models and future monitoring.
- Assemble some basic data

Value to WAC:

- This work is being utilized by the USGS for the Northern Arizona Regional Groundwater Flow Model.
- Data will be used to determine potential monitoring or gage sites.
- Incorporate into surface water model (e.g.NAU work described below)
- Chemistry data

Deliverable(s):

- Data Files and report findings to WAC.
- Data for USGS NARGFM

Who: Project Chief: Don Bills (USGS); other staff as needed

Other Comments:

- Chemistry data was collected, analyzed and used by U of Arizona (Caitlan Zlatos, James Hogan, and Thomas Meixner). A poster has been presented and an abstract prepared for the 2007 Fall meeting of the American Geophysical Union titled "Ground-Water Sources, Flow Paths, and Residence Times in the Middle Verde River Watershed, Northern Arizona" (Zlatos, Hogan, Blasch, Bills, and Meixner).



Figure 7: A surveyed section of the Verde River in the Verde Valley (The reach below Cottonwood Ditch; photo by Jeanmarie Haney)

Verde Valley Surface Flow Model – Phase I: Geospatial Database (Northern Arizona University)

Description and objectives:

- Collect data relevant to building a surface-water model to better understand how surface-water flows in the middle Verde River Valley respond to hydrological conditions.
- Assemble data into a central, geo-referenced database. Collect existing information about human created surface-water inputs and outputs in the middle Verde River valley from the Clarkdale gage to the Verde Falls gage (To complement existing USGS measurements of stream discharge and seepage runs to ascertain groundwater discharge),
- Prepare a geo-referenced conceptual surface-water model, and Research and review existing available hydrologic and hydraulic modeling software and make recommendations for the TAC's consideration.

Value to WAC:

- This work begins multi-phased approach to a basic understanding of, and gaining predictive capabilities regarding the Verde Valley surface water system.
- Assembles and organizes data into a central location for reference
- This is one step towards a model of the system that can be used to predict outcomes of various management alternatives.

Deliverable(s):

Data set, report, presentations to TAC and WAC.

Who:

Rob Ross (NAU Student), Dr. Abe Springer (NAU Geology Professor), and Mark Manone (NAU GIS specialist)

Other Comments:

First update and progress report to TAC in January, 2008.

White Paper (TAC)

Description and objectives:

The TAC produced a summary of the report titled “Geologic Framework of Aquifer Units and Ground-Water Flowpaths, Verde River Headwaters, North-Central Arizona” (U.S. Geological Survey Open File Report 2004-1411 by Laurie Wirt, Ed Dewitt, and V.E. Langenheim (<http://pubs.usgs.gov/of/2004/1411/>))

Value to WAC:

The paper serves as an interpretive aid to the WAC regarding key findings of the subject report. It concisely reports the technical findings and hydrogeologic methods of the report. For instance, the report shows basic information such as the locations of springs and their relative contributions to flow in the river (Figure 8).

Deliverable:

White paper document and verbal summary for WAC (Item 4a of February WAC meeting)

<http://www.co.yavapai.az.us/WorkArea/showcontent.aspx?id=25850>

Who:

Coordinator and TAC

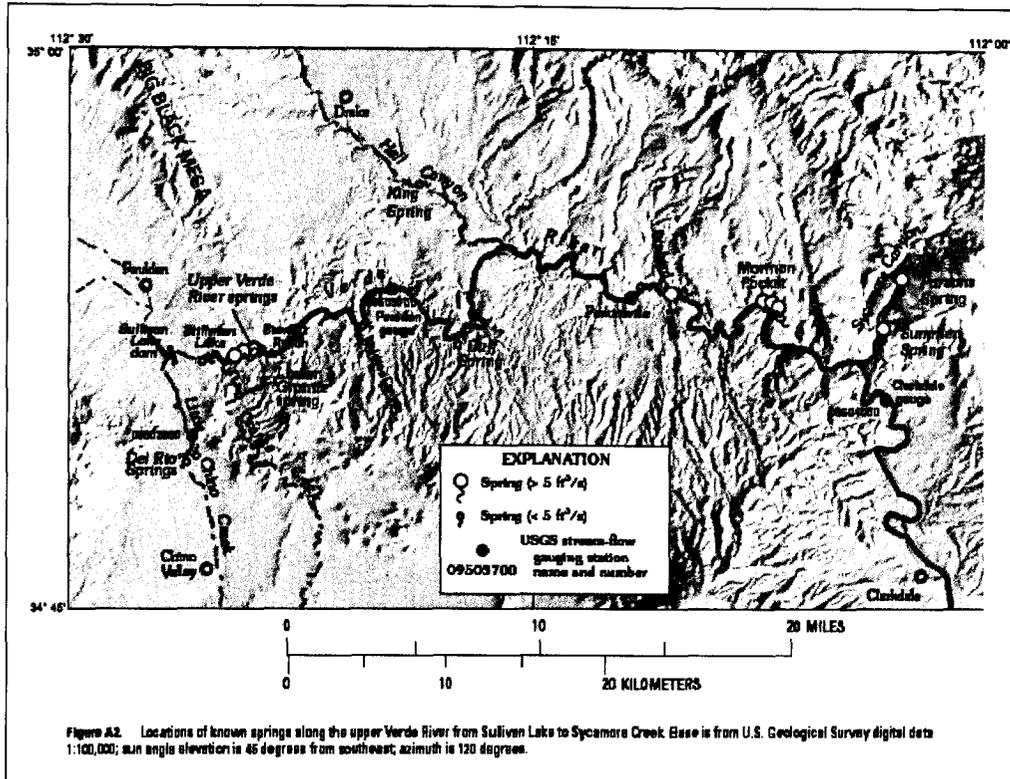


Figure 8: Location of springs in Upper Verde River (Figure A2 in report).

Management Activities

Appraisal Level Water Resource Study (with Reclamation and ADWR) (Central Yavapai Highlands Water resource Management Study)

Description and objectives:

- Developed and approve Plan of Study and draft Cost Share Agreement between the Bureau of Reclamation, ADWR, and the County. A plan for budget requirements was established.
- Appraisal Studies are preliminary investigations to determine the desirability of proceeding to a feasibility study. Appraisal reports generally use existing data and information to identify plans for meeting current and projected water needs and problems of the

planning area (Figure 9). Three primary questions should be answered by the study: 1. Is there a problem? (i.e. unmet water demand); 2. Is there at least one potential solution to the problem? and 3. Is there a Federal interest? Reclamation requires a 50/50 cost share with a local partner(s) to fund the study.

Value to WAC:

This will produce an organized, logical and objective assessment of future water demands and alternatives for meeting the demands.

Deliverable(s):

Regular summary reports and final report

Who:

Project Manager is Leslie Meyers (Engineer, Bureau of Reclamation), WAC and ADWR will serve on Project Management Team. WAC and TAC members and other scientists/managers as appropriate will be involved.

Other Comments:

- Study will begin in February 2008 upon signing of Cost Share Agreement.
- Study was discussed during the October WAC meeting:
<http://www.co.yavapai.az.us/WorkArea/showcontent.aspx?id=30556>

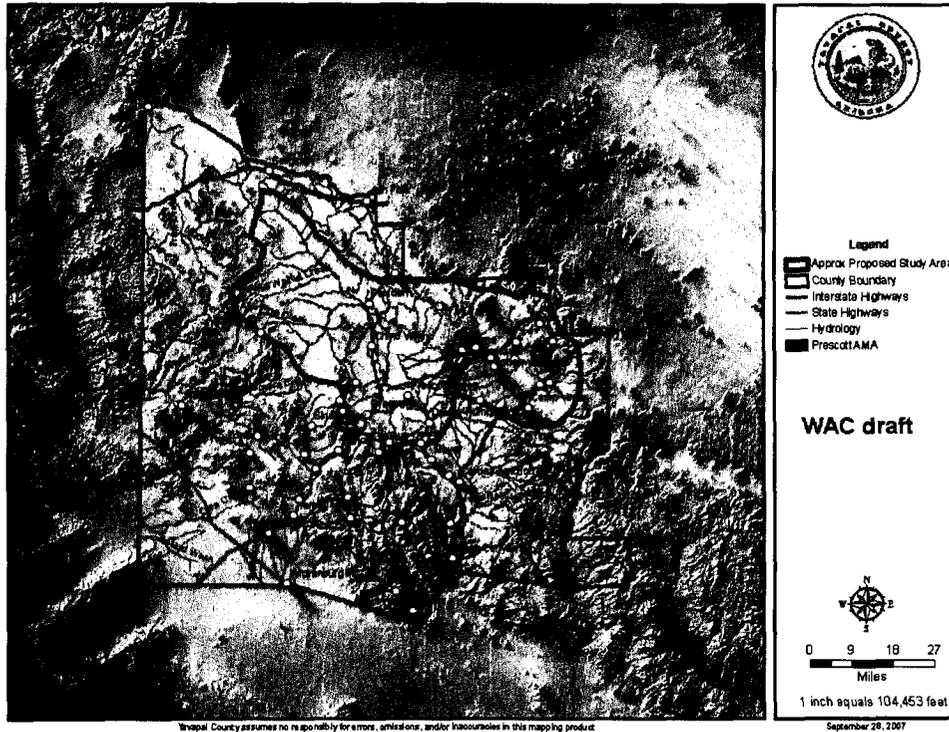


Figure 9: Approximate location of Planning Area for CYHWRMS appraisal level study

Yavapai County Local Drought Impact Group (LDIG)

Description and objectives:

- WAC serves as oversight committee to the LDIG.
- LDIGs are voluntary groups, coordinated by local representatives, created to raise public awareness, provide impact information to local and state leaders, and initiate local mitigation and response options. The work is proceeding through efforts of the state (ADWR), County Emergency Management, County BOS, Cooperative Extension and NRCS. (<http://www.azwater.gov/dwr/drought/LDIG.html>)
- The Yavapai County LDIG has three participant groups: Monitoring (Assess and report local drought conditions and impacts - collects climate and drought-related data), Outreach and Education (educate the public and improve awareness regarding drought), and Preparedness (prepares a mitigation and response plan for a local response to drought).

Value to WAC:

Drought Planning; Ability to secure “buy-in” to recommendations presented in Preparedness Plan; Gain understanding of drought status and conditions and prepare response for communities (e.g. Figure 10).

Deliverable(s):

Data and Report (Plan)

Who:

State (ADWR), County Emergency Management, County BOS, Cooperative Extension and NRCS, Coordinator and Committee members

Other Comments: - Ongoing into 2008.

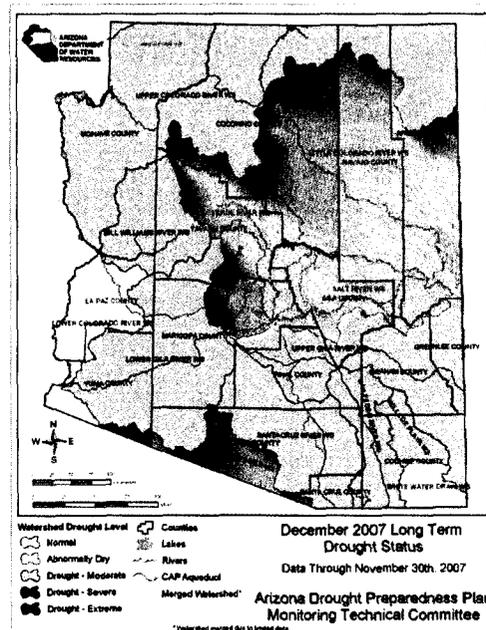


Figure 10: Long Term Drought Status from December 2007 ADWR Drought Monitoring Report (<http://www.azwater.gov/dwr/drought/>)

Water Conservation and Efficiency

Description and objectives:

- Update WAC Conservation Report to provide a summary document of recommendations to the County Board of Supervisors. Make table that lists conservation efforts of the member communities.
- Identify and help implement conservation programs in County and communities.
- Reduce overlap and contradictions between jurisdictions and programs
- Coordinate with and utilize aspects of existing programs such as ADWR (Figure 11), municipalities, and organizations.
- Participate in water conservation opinion survey (print and distribute) (City of Prescott USBR conservation grant)

Value to WAC:

- Promoting water conservation and water efficiency awareness and action is a WAC priority.
- Coordinated and appropriate conservation and efficiency programs are one aspect of wise regional management.

Deliverable(s)

Summary report with recommendations

Who:

WAC Subcommittee, Coordinator

Other Comments:

- Liaison with and assist other entities also working on conservation (Cities/Towns, ADWR, County Planning and Zoning, Central Yavapai Water Conservation Partnership, Upper Verde River Watershed Protection Coalition)
- Continue conservation priority in 2008 (Get Survey Results, liaison with others, update table of community conservation programs)



Figure 11: Examples of conservation and efficiency programs/materials. Drought tolerant plant list; smart irrigation system controller, “Save H2O” front license plate, Project Rinse Smart logo, hot water recirculation pump, and rainwater harvesting booklet. (Photos from: <http://www.azwater.gov/dwr/Conservation/ConservationHome.html>)

Questions Document – Compile and Understand the Questions of the WAC Members

Description:

- WAC members compiled a list of water resource related questions they and their councils.
- The list was divided into broad categories of resource/science related and management related questions.
- Intent is to understand what the Committee and communities want to know and determine if the WAC efforts are relevant to the questions.

Value to WAC:

- Understand and communicate that which the Committee would like to know about the resource and its management.
- Reflect upon and confirm that focus of WAC activities is appropriate.
- Help establish priorities, and understand purpose and capabilities of the WAC.
- Substantiate that work is moving in appropriate direction.

Deliverable(s):

Summary List and Discussion

Who:

Coordinator, TAC

Other Comments:

This exercise influenced choice of projects and funding priorities of 2008.

Education and Outreach Activities

Arizona Project WET (Water Education for Teachers)

Description and objectives:

- Water education is a priority of the WAC.
- *“Arizona Project WET is a program of the University of Arizona’s Water Resource Center. Project WET Water Education for Teachers is all about WATER! The curriculum covers the properties of water, the water cycle, watersheds, groundwater, water quality, water rights, as well as an understanding of the importance of water to all users”* (from website <http://cals.arizona.edu/arizonawet/>)
- Support Make-a-Splash Water festivals and other forms of water education in the schools of Yavapai County.
- The curriculum is correlated to the Arizona State standards at all grade levels, K-12, and in all curricular areas including Science, Language Arts, Social Studies and Math.

Value to WAC:

Promote water awareness throughout the community through efforts in schools. Correlated to Arizona State education standards.

Deliverable(s)

- Education programs in Yavapai County schools
- Training of teachers and facilitators
- Education materials

Who:

- University of Arizona - Arizona Project WET staff
- ADWR staff
- Participating educators
- Coordinator, TAC

Other Comments:

This program will continue in Yavapai County in 2008.

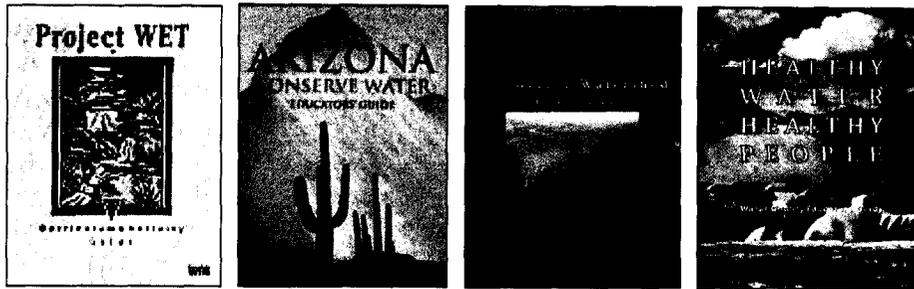


Figure 12: Examples of Project WET curriculum guides. From left to right: *The Project WET Curriculum and Activity Guide*, *Arizona Conserve Water Educators Guide*, *Discover a Watershed: The Colorado Educators' Guide*, and *Health Water Healthy People Water Quality Educators Guide* (<http://cals.arizona.edu/arizonawet/>)

Water Conservation and Efficiency

Although education and outreach are critical components of the water conservation priority, this activity is described above in the “management” section.

Website

Yavapai County has and continues to host a website for the Water Advisory Committee (<http://www.co.yavapai.az.us/Content.aspx?id=20562>). The site has a summary of the Committee, major reports, meeting agendas, attachments, and copies of visual presentations.

Coordinator Appearances and meeting attendance

Over the year, the WAC coordinator made several appearances on behalf of the WAC. The primary purpose was to describe the Committee, its mission and the work with which it is involved. The coordinator attended numerous meetings and conferences in 2007.

Speakers at WAC meetings

An element of the WAC agenda is presentations and discussions on topics relevant to water science and management in Yavapai County. These

presentations help the Committee and public understand the status and relevance of projects, explore potential programs and measures, and understand management alternative, and recent science results. Over the course of the year, the WAC heard from scientists and managers including:

- Project WET (Kerry Schwartz, Project WET Director)
- Digital Hydrogeologic Framework Model of the Upper Verde River Headwaters (Northern Arizona University, Matt Fry and Abe Springer)
- Habitat Conservation Plans (US Fish and Wildlife Service, John Nystedt and Brenda Smith)
- Appraisal Level Water Resource Investigations (Leslie Meyers, US Bureau of Reclamation)
- Chino Valley Water Resource Plans (Mark Holmes, Town of Chino Valley)
- Scenario Development and Growth Modeling (Hoyt Johnson III, H3J Consulting)
- Conservation Easements and Purchase of Development Rights (Dan Campbell, The Nature Conservancy)
- Regular Project Updates (e.g. Coordinator reports)

Organizational Structure Change: Seat County Board of Supervisors on Committee:

In December of 2007, the WAC structure was modified to allow the Board of Supervisors to be seated on the Committee. This was accomplished through an amendment to the County Resolution establishing the WAC. The amended County Resolution, #1661, is attached as Appendix A. The intent of the change was to bring the Board of Supervisors closer to the discussions of the WAC and facilitate their involvement in the WAC's consensus process. The amendment was intended to keep as much of the operational details of the WAC the same as before the amendment.

Legislative Updates:

Water Advisory Committee members, such as the ADWR, provided the WAC with regular updates of Legislative activities throughout the session.

Of particular interest to the Committee is legislation that passed regarding assured and adequate water supply rules (SB 1575). This law allows counties, cities and towns to require new subdivisions that are located outside an Active Management Area (AMA) to have an adequate water supply in order for the proposed development to be approved. The Rulemaking proceedings at the ADWR have begun for this legislation, and will continue in 2008. Details water regulations can be found at the ADWR web site (<http://www.azwater.gov/dwr/>). Details of the rulemaking process, such as policy statements are also available at the ADWR website

The following is a summary of the water related legislation of 48th State Legislatures' 1st Legislative Session (2007) provided by the Arizona Department of Water Resources:

ADWR LEGISLATION

HB 2485 (well water; Colorado River water)

Primary Sponsor: Representative Mason

Summary: Makes technical changes that prevent the NOI fee provisions in statute from being repealed when the Secretary of Interior issues final regulations for administering entitlements to the Colorado River water in the lower Colorado River basin.

Final Disposition: Signed by Governor on 4/18/07 – Laws 2007, Chapter 91.

HB 2488 (drought emergency groundwater transfers)

Primary Sponsor: Representative Mason

Summary: An annual session law that allows limited transfers of groundwater across basins during drought emergencies, requires approval of the Director.

Final Disposition: Signed by Governor on 4/1/07 – Laws 2007, Chapter 149.

HJR 2001 (Lower Colorado basin; forbearance authority)

Primary Sponsor: House Speaker Jim Weiers

Summary: Resolution giving the Director approval to enter into forbearance agreements on behalf of the State for improving Arizona's position for receiving allocations from the Colorado River in times of shortage.

Final Disposition: Enacted without signature on 3/10/07.

SB 1182 (Summerhaven fire; assured water supply)

Primary Sponsor: Senate President Bee

Summary: Provides a limited waiver of ADWR's assured water supply requirements in order for the Summerhaven community to rebuild in the aftermath of the Aspen Fire.

Final Disposition: Signed by Governor on 4/16/07 – Laws 2007, Chapter 51.

SB 1557 (water; municipal conservation requirements)

Primary Sponsor: Senator Flake

Summary: Modifies ADWR's Non-Per Capita Per Day Program.

Final Disposition: Signed by Governor on 4/24/07 – Laws 2007, Chapter 139.

SWAG LEGISLATION

HB 2693 (water provisions; adequacy)

Primary Sponsor: Representative Mason

Summary: Allows counties, cities and towns to require new subdivisions that are located outside of an Active Management Area (AMA) to have an adequate water supply in order for the proposed development to be approved.

Final Disposition: SB 1575 was substituted for this measure on House 3rd Read on 5/30/07.

SB 1575 (water adequacy amendments)

Primary Sponsor: Senator Arzberger.

Summary: Identical to HB 2693.

Final Disposition: Signed by Governor on 6/4/07 – Laws 2007, Chapter 240.

HB 2692 (water supply development revolving fund)

Primary Sponsor: Representative Mason

Summary: Establishes the Water Supply Development Fund to provide financial assistance for water supply development projects.

Final Disposition: Signed by Governor on 5/24/07 – Laws 2007, Chapter 226.

HB 2484 (contamination; well impacts)

Primary Sponsor: Representative Mason

Summary: Authorizes the Director of ADWR to prohibit the drilling of a new well if it will likely result in the migration of contaminated groundwater to both exempt and nonexempt wells statewide.

Final Disposition: Signed by Governor on 5/14/07 – Laws 2007, Chapter 209.

HB 2300 (water district; Upper San Pedro)

Primary Sponsor: Representative Burns

Summary: Establishes an organizing committee to prepare organization, financial, comprehensive and election plans for a special water district for the Upper San Pedro Groundwater Basin. District formation, taxing authority, and Board of Directors positions shall be put to a vote of qualified electors in the District.

Final Disposition: Signed by Governor on 6/20/07 – Laws 2007, Chapter 252.

OTHER WATER RELATED LEGISLATION

HB 2321 (adequate water supply; city designation)

Primary Sponsor: Representative McClain

Summary: Allows Bullhead City to use its Colorado River allocation to directly serve municipal water users.

Final Disposition: Signed by Governor on 4/16/07 – Laws 2007, Chapter 75.

SB 1312 (water storage permits; notice requirements)

Primary Sponsor: Senator Flake

Summary: Requires ADWR to post notice on its website when an application is received for an underground storage facility permit.

Final Disposition: Signed by Governor on 5/1/07 – Laws 2007, Chapter 161.

SB 1570 (Arizona water settlement act)

Primary Sponsor: Senator Arzberger

Summary: Amends the conditional enactment criteria related to the Arizona Water Settlements Act adopted by the Arizona Legislature in 2005 (Laws 2005, Chapter 143). The effect of this legislation is separation of the GRIC Settlement from the Tohono O’Odham Settlement so that they may continue independent of each other. There is no substantive policy proposed in this legislation.

Final Disposition: Signed by Governor on 6/14/07 – Laws 2007, Chapter 249. *Also see SB 1218, which made a technical correction to this legislation.*

BUDGET LEGISLATION

HB 2781 (general appropriations; 2007-2008; 2008-2009)

Primary Sponsor: Representative Boone

Summary: This is the general appropriation legislation.

Final Disposition: Signed by Governor on 6/25/07 – Laws 2007, Chapter 255.

Projects and Agenda for 2008

The following is a list of 2008 priority projects of the Water Advisory Committee.

Central Yavapai Highlands Water Resource Management Study (CYHWRMS) *(USBR, ADWR):*

Conduct the first year activities of the Appraisal Level Study

Activity summary:

- Begin tasks outlined in Plan of Study. Bring data and provide input
- The Plan of Study contains background and a schedule (schedule below). The schedule and cost estimate represent a very high level of stakeholder input and involvement. In other words this will require active involvement from Coordinator, TAC and WAC and should be recognized as a major commitment. (The tasks, schedule, and cost allowance for this project are included in Appendix C)

Funding:

- Cost Share Agreement (50-50 cost share; combination of in-kind services and WAC funds not to exceed \$300,000 over three year life of project).
- Staff time

Benefit to WAC:

- Regional Planning and Management Study
- Document our knowledge on the resource, the demands, and alternatives for meeting long term needs.

Northern Arizona Regional Groundwater Model (USGS, ADWR): Model Runs/ Scenarios/Interpretation

Activity summary:

- Understand the model via presentations and summary reports
- Keep involved with refinements
- Produce additional scenarios
- Interpret results
- Understand model abilities and limitations, put in context w/other models
- Plan for future models/runs

Funding:

- Cost share by USGS \$40,000 for FY 2008.
- Staff time

Benefit to WAC:

- Water Budgets
- Existing and future conditions
- Predictive capabilities
- Identification of knowledge limitations
- Data gaps and science needs

Water budgets, data gaps, continued data collection (USGS, ADWR)

This includes recently funded gages, stable isotopes, and continuous well monitoring. (Also, includes potential for other monitoring work as could be identified and coordinated with other groups)

Activity summary:

- Apply data sets to groundwater model
- Develop statistically significant (Long-term) records for key parameters
- WAC Education (e.g. start with a map, describe value, etc)
- Coordinate with other monitoring assessments and projects
- Consider other watersheds (e.g. Agua Fria)

Funding:

- WAC \$50,000; matched with USGS funds (\$40,000) for groundwater model development work.
- Staff time

Benefit to WAC:

- Develop accurate data records;
- Water budgets;
- Use in model;
- Provide empirical basis to answer management questions.

Long-Term Growth and Water-Use Scenario Development (H3J Consulting)

Activities summary:

- Complete water-use scenario for USGS regional groundwater model.
- Use as a basis for additional growth scenarios. Identify next steps.
- Make available to County and others for other uses (e.g. other types of planning)

Funding:

- Contractor payment of \$5,000 remaining.
- Staff time

Benefit to WAC:

- Develop water-use scenario for application in USGS regional flow model.
- Gain an understanding of potential growth areas, and associated future water use values.
- Provide baseline for development of other scenarios.
- Use in Phase I of Central Yavapai Highlands Water Resource Management Study.

Verde Valley Surface Flow Model – Phase I: Geospatial Database (Northern Arizona University)

Activities summary:

- Complete Phase I. Finish assembling data into a central, geo-referenced database.

- Prepare a geo-referenced conceptual surface-water model
- Research and review existing available hydrologic and hydraulic modeling software and make recommendations for the TAC's consideration.
- Examine Phase II requirements

Funding:

- Outstanding balance of \$17,171 to be transferred to NAU
- Staff time

Benefit to WAC

- This work begins a multi-phased approach to a basic understanding of, and gaining predictive capabilities regarding the Verde Valley surface water system.
- Assembles and organizes data into a central location for reference
- This is one step towards a model of the system that can be used to predict outcomes of various management alternatives.

Education (Arizona Project WET K-12 Education, and Adult Education through University of Arizona Yavapai County Cooperative Extension)

Activity summary:

- Hire person for Program Coordinator position to be housed at Yavapai County Extension office
- Implement existing programs County-wide
- Receive Program review and update

Funding:

- WAC has budgeted for partial funding of the position:
FY 2008 \$11,750 (Jan – June 2008)
FY 2009 \$23,500 (July '08 – June '09)
FY 2010 \$23,500 (July '09 – June '10)
- Cost Share with County Extension (U of A) and ADWR

Benefits to WAC:

- Jointly funded local contact for water education efforts in Yavapai County.
- Continuation of Project WET program and the Cooperative Extension water education program.

Conservation (Coordinate with other groups, follow up on recommendations)

Activities summary:

- TAC evaluation / Assess WAC's role in regional conservation
- WAC Recommendations to County – follow up
- Coordinate with others organizations
- Water Festival(s)

Funding:

- \$2,000 budgeted for a water festival committed.

- No other funding committed at this. Possibility of funding printing conservation booklet that results from survey
- Staff time

Benefits to the WAC:

- Objective of conservation has been priority
- Associated with Appraisal Level Study (CYHWRMS)
- Potential area of policy-setting

Other Watersheds in Yavapai County - Needs assessments of other County Watersheds (in addition to the Verde River watershed are identified as a priority item for 2008 (Agua Fria, Bill Williams, and Hassayampa).

Legislation – The WAC will continue to receive regular legislative updates in 2008. The WAC will discuss and possibly react as a group to particular legislation; however, most action regarding legislation will be taken by the individual members rather than the Committee as a whole. In addition to tracking by the ADWR (www.azwater.gov), legislative summaries can also be found at the Arizona Municipal Water Users Association website (<http://www.amwua.org/>).

Issue Papers – The WAC will benefit from summaries of issues and interpretation of science. The TAC will be tasked with preparing issue papers and recommendations on relevant subjects.

Outreach – The WAC and TAC members and the Coordinator recognize the importance of communication with the public, town and city councils, and etc in order to inform and gain approval of WAC plans and activities. The WAC website will be evaluated and improved where practical.

Liaison with other organizations and keep apprised of current events – It is a high priority to coordinate with other organizations in appropriate ways that serve the WAC goals and mission. Additionally, the WAC will stay apprised of other activities in the County through regular updates. The Members, Coordinator and TAC members will attend meetings and conferences and report to the Committee as appropriate.

Education – The WAC will educate itself (and public in attendance at meetings) through speakers at meetings, issue papers, and other means. The purpose of such education is to create the ability to understand science results and alternatives for managing the water resources of their jurisdictions and the County.

2008 Budget - The total projected expenses for 2008 *fiscal year* equal about \$314,000. In 2008, the Water Advisory Committee will continue to work within its budget in order to accomplish priority tasks and positively progress towards accomplishing the mission.

Appendix A

Yavapai County Resolution 1661

RESOLUTION NO. 1661

AMENDING RESOLUTION NO. 1425, WHICH AMENDED RESOLUTION NO. 1347, WHICH AMENDED RESOLUTION NO. 1163 ESTABLISHING THE YAVAPAI COUNTY WATER ADVISORY COMMITTEE AND RESOLUTION

WHEREAS, the Board of Supervisors ("Board") is authorized under the general powers found in A.R.S. 11-251 to establish advisory committees; and

WHEREAS, a need exists in Yavapai County for a coordinated effort to deal with water issues that are of a regional nature; and

WHEREAS, the cities and towns of Yavapai County, along with private water-related organizations have expressed interest in the County acting as the facilitator for coordinated efforts related to regional water issues; and

WHEREAS, the Board of Supervisors has agreed to act as the facilitator for this coordinated effort.

NOW, THEREFORE, BE IT RESOLVED THAT:

- (1) The Yavapai County Water Advisory Committee ("Committee") is established, with the mission of the committee to be the review of information on water issues of a regional nature and recommend water management strategies.
- (2) The Committee shall meet on a regular basis to review information on regional water issues. The Committee shall be responsible for determining the issues and the priority of the issues it will consider. Any conclusions reached by the Committee regarding such issues shall be accomplished by consensus rather than voting. Consensus will be reached when no members present at the meeting have an objection. The Committee shall be subject to the provisions of the Arizona Open Meeting Law, and all records received by or generated from the Committee shall be public except to - the extent that such records may be deemed confidential pursuant to applicable statutes
- (3) Membership on the Committee shall consist of the three Yavapai County Supervisors, one representative from each of the incorporated cities and towns in the County, one representative from each of the two Native American tribes in the County, and the Director of the Arizona Department of Water Resources or their designee. Members shall serve until replaced by the entity they represent. Appointments to the Committee shall be

accompanied by official written notification of such to the Committee from the member entity. Notwithstanding the above stated ability for each member entity to replace their representative at any time, terms of representatives shall be two years. Unless official written notice of replacement is provided to the Committee upon completion of a term, the representatives' term shall be deemed automatically renewed. Appointments will not be subject to term limitations. The Committee may maintain a list of alternates who from time to time may sit in place of the appointed representative.

- (4) The Committee may establish policies and procedures for positions of Committee Chair, Vice-Chair, and Secretary.
- (5) The Committee shall have the authority to establish subcommittees, as it deems appropriate, and may use such technical and legal resources as may be necessary subject to available funds. Subcommittees established by the Committee shall be subject to the provisions of the Arizona Open Meeting Law, and all records received by or generated from the Committee shall be public except to the extent that such records may be deemed confidential pursuant to applicable statutes.
- (6) Funding to support the activities of the Water Advisory Committee is provided by the member entities. With the exception of the Arizona Department of Water Resources, each entity contributes their own funds based on population in the amount set forth in the Contribution Schedule established by the applicable Intergovernmental Agreement between the member parties.
- (7) Staffing for the Committee with regard to the posting of agendas, taking of minutes, and keeping of official records shall be provided by the Board of Supervisors through Clerk of the Board or their designee.
- (8) The Board of Supervisors shall have the authority to suspend or dissolve the Committee if it deems such action to be appropriate.

APPROVED AND ADOPTED this 3rd day of December 2007.

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Appendix B

February 2007 WAC Priority List

WAC Priority Projects – 2007 (February, 2007 List)

Science:

U.S. Geological Survey Northern Arizona Regional Groundwater Flow Model

Hoyt Johnson, scenario development (for use in model)

Verde Valley Surface Water Study (scoping phase)

Persistent Chemicals (rework proposal)

Other data gaps (e.g. water budget related (gages, wells))

Other watersheds: identify needs and opportunities

Other: (e.g. “information-transfer as needed”)

Management

Conservation

Updated WAC Report [Coordinator/Conservation Subcommittee]

Coordination with other groups (ADWR, UVRWPC, Reclamation)

Management Comparison/Options Report

Pilot Management Project (work with Clarkdale)

Legislation

“Questions” Document (what we know; what we recommend)

Local Drought Impact Group (LDIG)

Education and Outreach

Project WET in Yavapai County (cost share with ADWR)

Water festivals

Outreach/Education subcommittee activities (newsletter, website, water quality, etc)

Reports to Councils and Supervisors

Database/Clearing House for water resource studies, data, “information”

Liaison with other groups and track of other projects (i.e. NAMWUA, Coconino WAC, Coalition, Partnership, Agua Fria Partnership)

Appendix C

List of Tasks and Schedule Central Yavapai Highlands Water Resource Management Study (CYHWRMS - Appraisal Level Study)

CYHWRMS Appraisal Level Study Tasks:

Phase I (5 months, allowance \$75,000)

1. Study Area
 - a. Define Area
 - b. Develop list of water providers
2. Water Demand (evaluated for each water provider)
 - a. Present Population
 - b. Future Population
 - c. Present Water Demands
 - d. Present Water Resources (source and amount)
 - e. Future Demands

Question: Are there demands that will be unmet in 2050? Where? How much?

Phase II (9 months, allowance \$200,000)

1. Water Supply Assessment (in addition to present water resources)
 - a. Surface Water
 - b. Ground Water
 - c. Reuse
 - d. Conservation
 - e. Other

Phase III (16 months, allowance \$250,000)

1. Alternative Formulation
2. Alternative Analysis
 - a. Environmental
 - b. Economic
 - c. Legal and Institutional
3. Alternative Evaluation
 - a. Completeness
 - b. Effectiveness
 - c. Efficiency
 - d. Acceptability

Question: Is there at least one alternative that can meet the unmet demands?

Question: Is there a Federal Interest in the identified alternatives?

Phase IV (6 months, allowance \$75,000)

1. Final Report Formulation
 - a. Draft Report Development
 - i. Draft Review and comment
 - b. Final Report Development
 - i. Review and comment
 - c. Publish Final Report

COUNCIL AGENDA MEMO – March 18 & 25, 2008

DEPARTMENT: City Manager - Grants

AGENDA ITEM Public Hearing Draft FY 2008 Annual Action Plan, associated with the City's Community Development Block Grant (CDBG) Program

Approved By:

Date:

Department Head: Linda Hartmann *L. Hartmann* *Hadley* *11 Mar 2008*

Finance Director:

City Manager: Steve Norwood *S. Norwood* *03/13/08*

The Public Comment Draft of the FY2008 Annual Action Plan is the City's fourth Action Plan for CDBG funds. The development of the 2005-2009 Consolidated Plan and this FY 08 Action Plan provide a foundation for the use of federal, state and local resources to address community development priorities. For this fourth Program year the City has access to:

HUD CDBG, FY06 allocation carryover	\$40,000.
HUD CDBG, FY07 allocation carryover	\$85,000.
HUD CDBG, FY08 ALLOCATION	\$290,372.
A TOTAL OF	\$415,372.

Annual Action Plan activities proposed to occur in FY (federal year) 08:

Program Name	Program Type	Funding Amount
Dexter Neighborhood Street Improvements. (Paving and Sidewalk)	Low to Mod Income Area Benefit	\$257,298.
WYGC Hillside Renovation/Expansion	Limited Clientele Benefit	50,000.
Habitat for Humanity	Low to Moderate Income Household Benefit	50,000.
Planning and Administration	Administration	58,074.
Total		\$415,372.

While the proposed activities do not create new affordable housing units (homeownership or rental) they do meet priorities for improvements as identified in the 2005-2009 consolidated plan for improvement to Dexter Neighborhood infrastructure, meet a National Objective: Low/Mod Income Area Benefit with a desired Outcome: Accessibility. Further, these projects are directly related to Council suggestions that CDBG funds be used with the intent to benefit the greater number of people and to allow opportunities for neighborhood infrastructure improvements.

The 30 day public comment period began March 13, 2008 and concludes on April 11, 2008. Public comments will be addressed and the Plan will be presented to Council for approval on April 29, 2008. The Plan will reach HUD on or before May 15, 2008. HUD's review and comment period will occur between May 15 and June 30, 2008.

Recommended Action: No action at this time.

COUNCIL AGENDA MEMO – March 18 & 25, 2008

DEPARTMENT: City Manager- Grants

AGENDA ITEM: Approval of contract with UNICO Universal for the Dexter Neighborhood Sidewalk Improvements/Merritt. A CDBG Program Project.

Approved By:

Date:

Department Head: Linda Hartmann <i>L. Hartmann</i>	<i>11 March 2008</i>
Finance Director:	
City Manager: Steve Norwood <i>S. Norwood</i>	<i>03/13/08</i>

As part of the U.S Department of Housing and Urban Development Community Development Block Grant Program (CDBG) FFY 07 the City allocated **\$119,000** for the Dexter Neighborhood Sidewalk Improvements/Merritt Project.

This federally funded project is a concrete sidewalk construction project consisting of minor removals of existing pavements and retrofit construction of concrete sidewalk, vertical curb, gutter and driveway entrances.

On February 10, 2008 the City published a Notice Inviting Bids for the above described project.

On February 20, 2008, four prospective bidders attended the mandatory pre-bid meeting and on 28 February the City received four proposals.

UNICO UNIVERSAL, INC.	\$100,587.70
WCC-LLC	\$106,766.00
DOWN TO EARTH CONTRACTING	\$107,545.00
ASHPALT PAVING AND SUPPLY, INC.	\$112,693.20

UNICO Universal submitted the lowest qualified bid and therefore is the successful proposer.

Staff has verified contractor and sub-contractor licensing, trade and project references and is satisfied that this company is up to the task of Dexter Sidewalk Improvements project. UNICO enjoys a good reputation within the community.

Technical work will be monitored/inspected/enforced by the Engineering Department. The Grants Administrator will perform all administrative management functions as required for verification of compliance with CDBG requirements, including Federal Labor Standards/Davis Bacon requirements and payment to the contractor.

Approval of this contract serves in the best interest of the City of Prescott and is in keeping with strategies and goals set forth in the FY 2007 Annual Action Plan submitted to the U.S. Department of Housing and Urban Development in May 2007.

Recommended Action: MOVE to approve the CDBG Construction Contract in an amount not to exceed \$100,587.70 with UNICO UNIVERSAL, INC.. for the Federally Funded CDBG Project known as Dexter Neighborhood Sidewalk Improvements/Merritt.

CONTRACT

Dexter Neighborhood Sidewalk Improvements/Merritt

THIS AGREEMENT, made and entered into this 25th day of March 2008, by and between UNICO Universal, Inc. 4075 N. Highway 89, City of Prescott, County of Yavapai, State of Arizona, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Dexter Neighborhood Sidewalk Improvements/Merritt. This federally funded project is a concrete sidewalk construction project consisting of minor removals of existing pavements and retrofit construction of approximately 3466 SF of 4' sidewalk, 858 LF of vertical curb and gutter and 1974 SF of 6' concrete driveway entrances and 315 SY of 3" asphalt pavement replacement, minor drainage improvements and adjustments; install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Engineering Services Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Engineering Services Director or his properly authorized agents, as provided herein.

The successful bidder will be required to lend all possible assistance in the preparation investigation and documentation necessary for compliance will all applicable Federal Labor Standards including the Davis-Bacon Act. The successful bidder should be prepared to comply with all local, state, and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

The CITY has designated Linda Hartmann, City Grants Administrator to perform all administrative management functions as required for verification of compliance with CDBG requirements and payment to the contractor.

ARTICLE II - CONTRACT DOCUMENTS:

The Contract documents which comprise the entire agreement between the CITY and the CONTRACTOR concerning the work consists of the following:

- a. This Agreement Pages 1 to 5
- b. Exhibit A, Terms and Conditions
- c. Exhibit B, Technical Specifications
- d. Exhibit C, Federal Labor Standards Provisions and Contractor Certification
- e. Wage Rate Determination AZ080003, 02/08/2008 0 Modifications
- f. Certifications
- g. Performance, Payment and Other Bonds
- h. Notice to Proceed
- i. General Conditions and Supplementary Conditions.
- j. Bidding documents including addenda acknowledged in CONTRACTOR bid
- k. Technical Specifications

ARTICLE III - TIME OF COMPLETION: The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, and to fully complete the same within 45 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General Conditions.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of One Hundred Thousand Five Hundred Seventy Eight Dollars and seventy cents (\$100,587.70), plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

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

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

ARTICLE VII - NONDISCRIMINATION: The Contractor, 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. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

ARTICLE VIII - INDEMNIFICATION AND HOLD HARMLESS: The Contractor hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the undersigned's participation as set forth below, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Contractor or his/her agents or employees, or whether by the acts or omissions of the Contractor's subcontractors, agents or employees.

ARTICLE IX - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor 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 other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he 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, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE X - CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE XI - LIQUIDATED DAMAGES: All time limits stated in the contract documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of

completion as set forth in these contract documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of \$ 125 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of \$125 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XII –OTHER WORK IN PROJECT AREA

The City of Prescott, any other contractors whether under contract with the City or a third party, and/or utilities may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood will occur, due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to and experienced contractor exercising due diligence during inspection of the project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XIII - BONDS

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to ARS Section 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of the City of Prescott. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of ARS Section 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds 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 the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIV - MISCELLANEOUS

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

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

- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Witness, if Contractor is an Individual

Contractor

By: _____

Title: _____

City of Prescott, a municipal corporation

Jack D. Wilson, Mayor

Attest:

Approved as to Form:

Elizabeth A. Burke, City Clerk

Gary D. Kidd, City Attorney

COUNCIL AGENDA MEMO – March 18 & 25, 2008
DEPARTMENT: AIRPORT
AGENDA ITEM: Approval of APS easement for Hangar Improvements

Approved By:	Date:
Department Head: Benjamin Vardiman	March 7, 2008
Finance Director:	
City Manager: Steve Norwood <i>SNorwood</i>	<i>03/13/08</i>

On February 26, 2008 Council approved a ground lease with 2251 Ruger L.L.C. for 21 portable hangars to be relocated to a different part of the airport and refurbished. This is a request to approve an underground power line easement with APS which will allow the installation of facilities to meet the electrical requirements of the hangars at the new location.

The cost of the project will be funded by the Lessee. There is no cost to the City as a result of this action.

Recommended Action: MOVE to adopt Ordinance No. 4644-0846.

ORDINANCE NO. 4644-0846

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE GRANTING OF CERTAIN UNDERGROUND POWER LINE EASEMENT RIGHTS TO ARIZONA PUBLIC SERVICE COMPANY (APS) TO PROVIDE FOR THE INSTALLATION OF UPDATED ELECTRICAL FACILITIES FOR 21 PORTABLE HANGARS TO BE RELOCATED BY 2251 RUGER L.L.C. TO A NEW LOCATION OF THE PRESCOTT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ALL NECESSARY SALE AND CONVEYANCE DOCUMENTS

RECITALS:

WHEREAS, on February 26, 2008, Council approved a ground lease with 2251 Ruger L.L.C. for 21 portable hangars to be relocated to a different part of the airport and refurbished; and

WHEREAS, the Mayor and City Council of the City of Prescott have determined that the granting of an easement, more particularly described in the attached Exhibit "A," is necessary to provide for the installation of updated electrical facilities for 21 portable hangars to be relocated by 2251 Ruger L.L.C. to meet the electrical requirements of airport hangars at the Prescott Municipal Airport; and

WHEREAS, the City of Prescott, as owner of the affected property, has agreed to grant said easement to APS for and in consideration of One Dollar (\$1.00); and

WHEREAS, the granting of easements is provided for by the APS Utility Franchise agreement and the requirements of Article VIII, Section 12 of the Prescott City Charter has been complied with.

ENACTMENTS:

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

SECTION 1. THAT, the easement rights to the real property described in the attached Exhibit "A," are not needed for other public use and that the Mayor and Council have determined that the granting of said easement is in the public interest and will benefit the public and is provided for by the APS Utility Franchise Agreement.

SECTION 2. THAT, the Mayor and City Council hereby accept the offer to purchase said easement rights by APS for the amount of One Dollar (\$1.00) for the property described in Exhibit "A", pursuant to the terms and conditions as set forth herein.

SECTION 3. THAT, the Mayor and Staff are hereby authorized to execute any and all documents necessary to transfer title to said utility easement and cause said easement to be recorded by the Office of the Recorder, Yavapai County, Arizona.

PASSED AND ADOPTED by the Council of the City of Prescott, Arizona, on this 25th day of March, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'

All that portion of the Northwest quarter of Section 25 Township 15 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as shown on that certain Results of Survey of the Prescott Municipal Airport – Ernest A. Love Field, as recorded in Book 10 of Land Surveys, pages 46 through 50 inclusive, on file in the Office of the County Recorder, Yavapai County, Arizona.

Said easement to lie four (4) feet each side of the following described centerline:

Commencing at the Northwest corner of the above described Section 25 as shown on said Record of Survey;

Thence South $01^{\circ}51'56''$ East, a distance of 2,151.33 feet;

Thence North $88^{\circ}08'04''$ East, a distance of 1,423.67 feet, to the most Southerly corner of parcel referenced on said Record of Survey, sheet 4 of 5, as Book 1638 of Official Records, Page 32;

Thence North $41^{\circ}14'53''$ East, along the Southerly line of said parcel, a distance of 860.14 feet;

Thence South $54^{\circ}47'46''$ East, a distance of 2.75 feet to the center of an existing electrical transformer;

Thence South $46^{\circ}58'32''$ East, a distance of 9.37 feet to the TRUE POINT OF BEGINNING of the easement herein described;

Thence South $40^{\circ}50'27''$ West, a distance of 359.98 feet;

Thence South $41^{\circ}33'42''$ West, a distance of 190.44 feet;

Thence North $48^{\circ}46'23''$ West, a distance of 7.92 feet to POINT 'A';

Thence continue North $48^{\circ}46'23''$ West, a distance of 4.00 feet to a point of termination.

ALSO, Commencing at POINT 'A' as described above;

Thence South $48^{\circ}46'23''$ East, a distance of 12.00 feet to a point of termination.

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COUNCIL AGENDA MEMO – March 18, 2008
DEPARTMENT: Transportation Engineering Services
AGENDA ITEM: Approval of an engineering services agreement for quality assurance testing services for City street and utility construction projects

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>03/13/08</i>

Item Summary

This item is for approval of an engineering services agreement for quality assurance testing services on an as-required basis for City street and utility capital improvement projects. Construction tests include earthwork compaction, concrete strength and asphalt paving materials.

Background

On January 7, 2008, Transportation Engineering Services advertised for Statements of Qualifications (SOQs) from geotechnical firms interested in providing on-call materials testing for the City's capital construction projects. Responses were received from five firms listed below:

- ATL, Inc. (Phoenix)
- Quality, Testing LLC (Phoenix)
- Western Technologies, Inc. (Flagstaff)
- Ninyo & Moore (Phoenix/Prescott)
- Materials Testing & Inspection (Prescott)

Pursuant to professional services selection procedures, three firms were short listed and interviewed: Western Technologies, Inc., Ninyo & Moore, Materials Testing & Inspection. Upon completion of the interview process the following ranking was established:

1. Ninyo & Moore
2. Western Technologies, Inc.
3. Materials Testing & Inspection

Subsequent negotiations with Ninyo & Moore, the top ranked firm, were successfully concluded. The contract is for an initial one-year term through March 31, 2009, with the provision for two (2) additional one-year extensions upon mutual agreement of the parties; and provides for performance of the required on-call services with fixed unit prices for laboratory tests and hourly rates for field technicians as required.

AGENDA ITEM: Approval of an engineering services agreement for quality assurance testing services for City street and utility construction projects

Budget

The agreement is in the amount of \$100,000.00 through the initial contract term (March 2009). Billings are charged to each project for which the services are accomplished, and then allocated to the specific budget accounts funding the project (i.e., One Cent Sales Tax for Streets and Open Space, Water, and Sewer Funds).

Attachments - Schedule of Fees

Recommended Action: **MOVE** to approve an engineering services agreement with Ninyo & Moore for quality assurance testing services, for City street and utilities projects, in an amount not to exceed \$100,000.00.

**CITY OF PRESCOTT
 2008 SCHEDULE OF FEES**

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist.....	\$ 130
Senior Engineer/Geologist/Environmental Scientist.....	\$ 115
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 104
Project Engineer/Geologist/Environmental Scientist.....	\$ 98
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 94
GIS Analyst.....	\$ 85
Staff Engineer/Geologist/Environmental Scientist.....	\$ 85
Field Operations Manager.....	\$ 80
Supervisory Technician.....	\$ 60
Senior Field/Laboratory Technician.....	\$ 50
Field/Laboratory Technician.....	\$ 50
Technical Illustrator/CAD Operator.....	\$ 50
Geotechnical/Environmental/Laboratory Assistant.....	\$ 50
Information Specialist.....	\$ 32
Data Processing, Technical Editing, or Reproduction.....	\$ 32

OTHER CHARGES

Expert Witness Testimony.....	\$ 320/hr
Coring Machine Usage (includes technician).....	\$ 125/hr
Vapor Emission Kits.....	\$ 32/kit
Field Vehicle Usage.....	\$ 40/trip
Nuclear Gage Usage.....	\$ 10/day
Direct Project Expenses.....	Cost plus 15%
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES

- For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday.
- Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and all day on holidays.
- Lead-time for any requested service is 24 hours.
- Special Inspector and Field Technician rates are based on a 2-hour minimum charge.
- The given rates do not apply to projects that are subject to Davis Bacon/prevaling wage provisions.

INVOICES

Invoices will be rendered monthly unless otherwise arranged, and are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days. Attorney fees or other costs incurred in collecting delinquent accounts will be paid by the client.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, T 89, T 90	\$ 50.00
Atterberg Limits, D 4318, T 89, T 90 (wet prep).....	\$ 85.00
California Bearing Ratio (CBR), D 1883.....	\$350.00
Chloride and Sulfate Content, ARIZ 733, 736.....	\$100.00
Consolidation, (with time rate) D 2435, T 216.....	\$250.00
Consolidation, Full Cycle (with out time rate) D 2435.....	\$175.00
Consolidation, Hydro (response to wetting) D 2435	\$ 80.00
Remolded Swell (swell potential) D 4546.....	\$ 95.00
Direct Shear – Undisturbed (three points), D 3080, T 236	\$250.00
Direct Shear – Remolded (three points), D 3080, T 236	\$300.00
Expansion Index, D 4829, UBC 18-2	\$120.00
Hydraulic Conductivity, D 5084	\$300.00
Hydrometer Analysis, D 422, T 88	\$140.00
Double Hydrometer Analysis, D 422, T 88.....	\$270.00
Maximum Density, D 698	\$115.00
Maximum Density, D 1557	\$125.00
Moisture, Ash, & Organic Matter of Peat/Organic Soils.....	\$ 90.00
Moisture Only, D 2216, T 265.....	\$ 20.00
Moisture and Density, D 2937	\$ 35.00
Permeability, CH, D 2434, T 215.....	\$220.00
pH and Resistivity, ARIZ 236 b	\$105.00
R-value, D 2844, T 190	\$250.00
Sand Equivalent, D 2419, T 176	\$ 65.00
Sieve Analysis, D 422, (includes 200 wash).....	\$ 70.00
200 Wash, D 1140.....	\$ 80.00
Triaxial Shear, U.U., D 2850, per point.....	\$125.00
Triaxial Shear, C.U., w/ pore press D 4767, T297 per point.....	\$300.00
Triaxial Shear, C.U., w/o pore press, D 4767, T297, per point.....	\$175.00
Triaxial Shear, C.D., D 4767, T297per point.....	\$300.00
Triaxial Shear, multistage – 3 points for cost of 2	
Specific Gravity, D 854	\$ 80.00
Unconfined Compression, D 2166, T 208.....	\$160.00

Masonry

Concrete Block Compression Test, 8x8x16, C 140.....	\$ 55.00
Cores, Compression or Shear Bond	\$ 35.00
Masonry Grout, 3x3x6 prism compression, UBC 21-18.....	\$ 15.00
Masonry Mortar, 2x4 cylinder compression, UBC 21-16.....	\$ 15.00
Masonry Prism, half size, compression, UBC 21-17	\$105.00

Concrete

Compression Tests, 6 x 12, 4 x 8 Cylinder, C 39.....	\$ 15.00
Concrete Mix Design Review, Job Spec.....	\$130.00
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$650.00
Concrete Cores, Compression (excludes sampling), C 42	\$ 35.00
Drying Shrinkage, C 157.....	\$300.00

Flexural Test, C 78.....	\$ 80.00
Flexural Test, C 293.....	\$ 90.00
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI....	\$ 200.00
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45.00
Petrographic Analysis, C 856.....	Quote
Splitting Tensile Strength, C 496	\$ 75.00

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6.....	\$ 50.00
Hardness Test, Rockwell, A-370	\$ 45.00
High Strength Bolt, Nut & Washer Conformance, set, A-32.....	\$ 130.00
Mechanically Spliced Reinforcing Tensile Test, ACI.....	\$ 85.00
Pre-Stress Strand (7 wire), A 416.....	\$ 130.00
Chemical Analysis, A-36, A-615	\$ 130.00
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706.....	\$ 50.00
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 65.00
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 65.00

Asphalt Concrete

Asphalt Mix Design Review, Job Spec	\$ 300.00
Asphalt Content/Gradation (Ignition Oven), T308, D6307	\$ 165.00
Marshall Stability, Flow and Unit Weight, T-245.....	\$ 165.00
Marshall and Unit Weight T-245	\$ 110.00
Maximum Theoretical Unit Weight (Rice), D 2041	\$ 70.00
Bulk Specific Gravity per specimen (non-absorptive), D 2726.....	\$ 25.00
Bulk Specific Gravity per specimen (coated), D 1188	\$ 45.00

Aggregates

Absorption, Fine, C 128	\$ 80.00
Clay Lumps and Friable Particles, C 142	\$ 100.00
Fractured Face ARIZ 212E.....	\$ 55.00
Los Angeles Abrasion, C 131 or C 535	\$ 175.00
Mortar making properties of fine aggregate, C 87	\$ 300.00
Organic Impurities, C 40	\$ 55.00
Potential Reactivity of Aggregate (Chemical Method), C 289.....	Quote
Sand Equivalent, T 176.....	\$ 90.00
Sieve Analysis, Coarse or Fine Aggregate, C 136	\$ 50.00
Sieve Analysis, Coarse & Fine Aggregate, C 136.....	\$ 70.00
Sodium Sulfate Soundness (per size fraction), C 88	\$ 250.00
Specific Gravity & Absorption, Coarse, C 127.....	\$ 55.00
Specific Gravity & Absorption, Fine, C 128	\$ 55.00
Unit Weight C29, T19.....	\$ 50.00

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO and ADOT equivalent of many ASTM test procedures.

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COUNCIL AGENDA MEMO – March 18, 2008	
DEPARTMENT: Economic Development	
AGENDA ITEM: Approval of bid to provide air service from Prescott Municipal Airport to Los Angeles, CA	

Approved By:	Date:
Department Head: Jane Bristol <i>JB</i>	03/14/08
Finance Director:	
City Manager: Steve Norwood <i>SNorwood</i>	03/13/08

BACKGROUND

On January 22, 2008, Council was apprised of an offer to provide new air service from Prescott Municipal Airport (PRC) to Los Angeles, CA (LAX) with the opportunity to partner with another Arizona city for the service. On February 25, 2008, a Request for Proposals was issued and sealed bids were received and opened on March 11th. One proposal was received from Horizon Airlines, based in Seattle, WA.

PROPOSAL EVALUATION

The proposal was reviewed and evaluated by the Economic Development Director, Airport Manager, and Administrative Services Director. The proposal by Horizon Air meets or exceeds the evaluation criteria to provide this service.

PROPOSAL HIGHLIGHTS

- At least two (2) commercial air flights per day between PRC and LAX including one inbound and one outbound nonstop flight. Both flights will either originate or end in Flagstaff. The service will be provided for a minimum of 5 days per week on a 74-76 seat Bombardier Q400 aircraft. The aircraft has two flight attendants, restrooms, and offers complimentary beer, wine, and Starbucks coffee.
- The service will begin in early September, 2008.
- Horizon will ensure flights listed from Flagstaff and Prescott to LAX will be accessible to all airlines with interline agreements with Alaska Air Group.
- The daily flights will arrive from FLG and depart to LAX early morning and return to PRC and FLG late evening each day. All flight times are optimized for connections beyond LAX. At least 30 other cities worldwide will be available on a connecting basis via LAX.
- Alaska Air Group currently has code share relationships with the following carriers: Air France, American, American Eagle, Continental, Delta, Era, KLM, LAN, Northwest, Pen, and Qantas.
- Incentive, Rent, and Landing Fees are listed below.

INCENTIVE, RENT AND LANDING FEES

- Rental fees: Minimum \$24.75/sf/year with a minimum of 200 SF of counter space/storage area.

Agenda Item: Approval of bid to provide air service from PRC to LAX

- Landing fees: Minimum \$5.00/landing billed monthly.
- Incentives: A new air service startup costs airlines millions of dollars in equipment, staff, training, advertising, fuel, and airport fees. In an untested market like PRC, it is common to assist the airline with these startup costs in exchange for the service specified above.
 - Horizon proposes a Revenue Guarantee Amount not to exceed \$142,000 for the first ten months of operation (Sept. 7, 2008 – June 22, 2009). **In the event passenger enplanements meet or exceed projections, no monetary reimbursement will be required.**
 - The annual rental amount will be waived in its entirety for the first year of the lease agreement.
 - Landing fees would be waived entirely for the first year of the lease agreement. In subsequent years, the landing fee will be \$1.00 per thousand pounds of gross landing weight in year 2 and will increase annually by \$1.00 per thousand pounds for the remainder of the lease agreement.
 - Prescott will provide startup promotional advertising during the first year of the lease agreement equal to \$43,500.
 - Prescott will reimburse Horizon Air up to \$30,000 in start-up expenses related to IT infrastructure improvements/resources at the Airport.

ADDITIONAL FACILITY NEEDS

The Bombardier Q400 is a very large aircraft and improvements will have to be made at PRC to accommodate the plane. Of primary importance, the current configuration of the terminal does not provide ample space for ticketed passengers or those waiting to meet returning passengers. Increased space needs to be provided well in advance of the September 7 start date, including waiting area with restroom, relocation of TSA baggage screening equipment, additional counter, and check-in kiosk. New electrical service needs to be provided for the aircraft while it is on the ground. All of these costs will be borne by PRC. It is anticipated that Mesa Airlines will be upgrading to a larger aircraft, which would also necessitate facility improvements

SUMMARY OF COSTS

It is estimated that approximately \$100,000 in facility/ramp improvements will be needed to accommodate the new air service. A summary table of start-up costs is listed below, including the incentive package.

Item	Cost	Due
Revenue Guarantee*	\$142,000	FY09
LAX/System advertising**	43,500	FY08/09
Local advertising	50,000	FY08/09
Startup IT costs	30,000	FY08/09
Airport facility improvements	100,000	FY08/09
Total estimated costs	\$365,500	

*Only if passenger loads do not meet expectations.

**May be negotiated downward.

Agenda Item: Approval of bid to provide air service from PRC to LAX

Council previously authorized staff to spend up to \$250,000 on securing this new service. As a comparison, Mesa Air Group receives \$899,245 each year from the federal EAS subsidy to provide service to Phoenix and Las Vegas.

REGIONAL BENEFIT

Recognizing the tremendous regional benefit of this new air service, the Economic Development office has approached other governmental agencies to help defray some of the first-year costs of providing this service to the region. Two letters of support have been received as of the date of this memo and are attached.

The economic impact of this outreach effort will be shared at the March 18 study session.

BUDGETARY IMPACT

The source of funds to provide airport improvements and incentives will be provided at the March 18 study session, and a contract will be available for review before the March 25 voting session.

Recommended Action: Move to accept proposal submitted by Horizon Airlines to provide commercial air service from Prescott Municipal Airport to Los Angeles International Airport and to approve Contract .



REC V 2-25-2008 J.D.W

Town of Prescott Valley

Office of the Mayor

7501 E. Civic Circle
Prescott Valley
Arizona 86314

February 22, 2008

Mayor Jack Wilson
City of Prescott
P.O. Box 2059
Prescott, AZ 86302

Dear Jack:

In response to a letter received from your economic development director, Jane Bristol, I have met with our key staff members to discuss the possibility of Prescott Valley's participation in the costs to bring another airline into the Prescott Municipal Airport that would serve Los Angeles.

I am supportive of the effort and believe it is worthwhile and important to the economic vitality of the entire region. Therefore, I plan to recommend to Council on a future Council agenda that the Town of Prescott Valley commit to a \$50,000 contribution that I hope, will culminate in enhanced air service for the entire area. As I am sure you understand, the Council has to take formal action and nothing is official until a vote is taken in an open council session. It is our plan to place such an action on a Council agenda the same week the Prescott City Council discusses and votes on the funding plan.

If and when the Town Council formally approves the \$50,000 contribution, it is our intent to allocate \$15,000 toward a marketing effort and \$35,000 toward a possible subsidy, which we understand is not due until the end of the year-long contract.

In addition, it is my understanding that the Prescott Valley Economic Development Foundation Board recently voted unanimously to allocate \$10,000 toward the marketing effort to be kicked off this spring. Their contribution is contingent on our Town Council's affirmative action. I was heartened to hear of their action and I believe, coupled with what I hope is an affirmative Town Council vote; this signifies Prescott Valley's support of the project.

Our biggest concern at this point is the uncertainty of the cost of the flight from Phoenix to Los Angeles. We understand the reluctance of the airline to make any guarantees, but we also know it would not serve the airline's mission to set the rates so high that they would discourage usage. We trust your staff will closely monitor those fares.

The Town of Prescott Valley looks forward to working with the City of Prescott on this important issue. If you have any questions, please don't hesitate to contact me.

Sincerely,

Mayor Harvey C. Skoog
Cc: Larry Tarkowski, Town Manager



March 5, 2008

Mayor Jack Wilson
City of Prescott
201 S. Cortez St.
Prescott, AZ 86303

Dear Mayor Wilson:

On behalf of the Chamber and its Board of Directors, I am writing to let you know of our support for the proposed Prescott – Los Angeles air service. This new, direct route will be very beneficial to the community today and our future economic development activities.

From what we know of the request for a modest subsidy, we believe it is an appropriate request for your consideration. Further, we believe that the City should talk with our neighboring communities and Yavapai County about sharing the subsidy, since this service will help everyone, not just those who reside in Prescott.

The addition of direct service to Los Angeles should stimulate passenger numbers at Prescott and help us reach our goal of 10,000 annual passengers sooner than expected, thus triggering more federal funds for a new air terminal and extended runway. We encourage the City Council's support for this proposed new service.

Sincerely,

A handwritten signature in black ink, appearing to read "David Maurer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David Maurer
CEO

cc: City Council Members
Steve Norwood

COUNCIL AGENDA MEMO – (3/18/08 & 3/27/08)
DEPARTMENT: Economic Development
AGENDA ITEM: Approval of proposed purchase agreement with the Ethyl B. Tyson Trust for property located at 225 S. Cortez.

Approved By:	Date:
Department Head: Gary Kidd	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>03/13/08</i>

Item Summary: Consideration of purchase of real property located at 225 S. Cortez – Tyson Property

Background: City Staff has been involved over the past several months in completing negotiations and discussions with the Attorneys for Ethel Tyson, who owns the house and property on Cortez, located between the city parking lot on the south side and the City hall parking lot and legal offices building on the north side. As a result of negotiations a proposed agreement for sale has been reached and is attached to this communication. She is agreeable to selling her property for the sum of \$257,000 which is based upon the two real estate value appraisals, then taking the average of the two appraisals, one obtained by the City, the other on behalf of Ms. Tyson (our appraisal was \$261,000.00, Ms. Tyson’s appraisal was \$253,000).

The proposed agreement includes Ms. Tyson’s request that she retain a life estate on her house as a condition of the sale, that the City agree to pay her reasonable moving expenses should she decide to move earlier, that major items such as sewer lines, etc., be maintained by the city after the sale and that she be permitted to remove her personal belongings, including certain family heirlooms. Lastly, the agreement contemplates that at such time as the property is no longer occupied by Ms. Tyson, the residence will be donated to the Prescott Historical Society, who would relocate it and may also chose to restore the property to its original state.

Two appraisals of the real property have been evaluated by staff, and the realtor who has been working with the City. Staff and the real estate agent believe that the terms of the sale are fair, reasonable and appropriate for the purchase of Ms. Tyson’s residence, which has belonged to her family for many years. Once the agreement is approved, we will proceed with escrow and thereafter, anticipate presenting the deed to council for acceptance by ordinance as required by the Charter.

Attachments - Proposed real estate purchase contract

Recommended Action: MOVE to approve the proposed purchase agreement with the Ethyl B. Tyson Trust for the property located at 225 S. Cortez for the sum of \$257,000.00.

CITY OF PRESCOTT
AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, dated _____, 2008, by and between Ethel B. Tyson, individually and as Trustee of the Ethel B. Tyson Trust, (hereinafter collectively referred to as the "SELLER"), residing at 225 S. Cortez Street, Prescott, Arizona 86303, and the CITY OF PRESCOTT, an Arizona municipality (hereinafter referred to as "BUYER").

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. SELLER agrees to sell and convey to the BUYER, and BUYER agrees to purchase from SELLER, the property described as follows:

Lot Twelve (12), Block Five (5), East Prescott, according to the map or plat thereof in the office of the Yavapai County Recorder, County of Yavapai, State of Arizona,

also known as Yavapai County Assessor's Parcel Number 109-01-075B.

2. PURCHASE PRICE - The purchase price is Two Hundred Fifty-seven Thousand Dollars (\$257,000.00), net to the SELLER, payable upon the close of escrow.

3. The SELLER warrants that SELLER is the owner of a good and fee simple title to the property herein sold, free and clear of all liens and encumbrances, subject only to the following:

- (a) Applicable zoning regulations.
- (b) Utility, drainage and other easements of record in the records of the Yavapai County Recorder.
- (c) Mineral rights reserved in the patents to the land.
- (d) A life estate in Ethel B. Tyson entitling her to possession of the premises during her lifetime, subject to the terms herein.

4. In order to effectuate the terms of this Agreement, SELLER and BUYER shall promptly execute and deliver any and all documents required by the BUYER.

Buyer _____

Seller _____

5. The closing of escrow shall be at Yavapai Coconino Title Agency as soon as possible after the approval of this Agreement by the Prescott City Council (the "Closing Date"). On the Closing Date, BUYER shall make payment as provided in Section 2 of this Agreement to the SELLER, and SELLER shall execute and deliver to the BUYER: (i) a good and sufficient Warranty Deed in proper form for recording, and (ii) the BUYER shall pay all recording and transfer taxes and fees, including the cost of recording the deed and any and all closing costs not hereinbefore specified.

6. INDEMNIFICATION - To the fullest extent permitted by law, during the time that Ethel B. Tyson occupies the property, the SELLER shall indemnify and hold harmless the BUYER, its agents, representatives and employees from and against liability for loss or damage resulting from the SELLER'S possession of the property or negligence.

7. INSURANCE - The SELLER shall obtain and maintain in effect during the period of time that Ethel B. Tyson occupies the premises, and until the City takes possession of the premises under this Agreement, a policy or policies of insurance with liability coverage limits of \$300,000.

8. RELOCATION COSTS – Should Ethel B. Tyson relocate and no longer reside on the premises at any time during her lifetime, the BUYER shall pay for reasonable costs for her relocation and the BUYER shall take possession of the premises.

9. OTHER TERMS OF RELOCATION AND BUYER POSSESSION- If Ethel B. Tyson relocates during her life, the BUYER shall take possession of the premises upon her relocation and the Buyer may relocate the buildings from their present locations. If Ethel B. Tyson does not relocate during her lifetime the BUYER shall take possession of the premises at the close of probate of her estate after her death. In no event will the BUYER make any demands regarding changes in Ethel B. Tyson's lifestyle or the condition of the premises while she is in possession thereof. Upon the death of Ethel B. Tyson or her relocation, SELLER or her duly appointed representative shall have the right to remove all furnishings and other personal property from the Premises, including but not limited to the chandeliers located in the library, living room, dining room, and main bedroom. At any time that the BUYER is entitled to take possession of the property, the Prescott Historical Society, Sharlot Hall Museum or James Musgrove shall be entitled to remove small portions of the historical/heirloom plants and/or shrubs from the premises.

10. DONATION OF RESIDENCE – At any time that the BUYER is entitled to take possession of the premises, the BUYER shall donate the residential structure to the Prescott Historical Society, which may then relocate the buildings to a suitable location, and the BUYER shall install a plaque on the property in honor of Ethel B. Tyson and her family, the location of which shall be mutually determined by the BUYER and the Prescott Historical Society.

11. CONDITION OF THE PREMISES – The BUYER shall not require the SELLER to

Buyer _____

Seller _____

conduct or perform any repairs or improvements to the premises other than her ordinary maintenance, which said maintenance shall not include painting, structural repairs, roof maintenance, water/sewer line repairs/replacement, etc. The BUYER shall not demolish all or any part of the improvements nor shall it remodel or in any manner change the interior and/or exterior of the residence until after the death of SELLER unless consented to by the SELLER. The BUYER is purchasing the premises in an "as is" condition.

12. 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.

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

14. ENTIRE AGREEMENT AND NO AUTHORITY OF AGENTS - This Agreement sets forth the entire agreement between the parties and no agent or representative of either of the parties has any authority to change or modify this Agreement in any manner, or to make any agreement or representation on behalf of either of the parties not set forth herein.

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

16. Pursuant to A.R.S. §38-511, the BUYER 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 BUYER 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 to the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the BUYER 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 BUYER from any other party to the Agreement, arising as a result of this Agreement.

17. This Agreement is subject to the approval by the Prescott City Council of an Ordinance authorizing the purchase of the property contemplated herein.

18. All notices to BUYER shall be sent to: City of Prescott, c/o City Clerk, Post Office Box 2059, Prescott, Arizona 86302, with a copy to the Legal Department, PO Box 2059, Prescott, Arizona 86302.

Buyer _____

Seller _____

19. All notices to the SELLER shall be sent to: Ethel B. Tyson, 225 S. Cortez, Prescott, Arizona 86303

DATED THIS _____ day of _____, 2008.

Ethel B. Tyson
Trustee for the Ethel B. Tyson Trust
SELLER

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 A. BURKE
City Clerk

GARY D. KIDD
City Attorney

Buyer _____

Seller _____

COUNCIL AGENDA MEMO – 3/18/08 and 3/25/08

DEPARTMENT: Legal

AGENDA ITEM: Approval of contract for outside counsel in Mason v. City of Prescott

M
L
S
M

Approved By: GDK

Date:

Department Head:

March 12, 2008

Finance Director:

City Manager:

3/2/08

Background

Christine Mason, Penny Griffin and Jeff Griffin, have brought a civil lawsuit action against the City and four City Police Officers arising out of the officers' investigation of a suspected burglary and the detention of Griffin and Mason during that investigation. Griffin and Mason owned a business called the Glass Galleria at the time of the events relating to the lawsuit. Two firms represent the Plaintiffs. Because of the number of parties and the complex nature of the claims, the City Legal Department is requesting council authority to have Mr. James M. Jellison assist the City Legal Department in defending the claims. Jellison is a Phoenix attorney with extensive experience representing governmental entities, including law enforcement officers acting within the scope of their employment. Recently, he successfully represented another client in the defense of two prior police cases in which the City Legal Department also successfully defended several City officers. The proposed hourly fee is in the mid-range of experienced Phoenix counsel who represent governmental entities. Attorneys typically perform this work for governmental entities at reduced rates from their regular fees; this contract reflects this discount. The current authorized amount is our best estimate of work contemplated at this time through a trial. This estimate could vary greatly based on developments in this type of complex litigation.

Fiscal Impact: up to \$100,000

Recommended Action: MOVE to approve contract with Jellison Law Offices, PLLC, to provide legal representation to the City and officers in the case of Mason v. City of Prescott.