



PRESCOTT CITY COUNCIL STUDY SESSION AGENDA

**PRESCOTT CITY COUNCIL
PUBLIC MEETING – STUDY SESSION
TUESDAY, MARCH 4, 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: Major Trimmer of the Salvation Army

PLEDGE OF ALLEGIANCE: Councilman Lamerson

ROLL CALL:

MAYOR AND CITY COUNCIL:

Mayor Wilson

Councilman Bell

Councilman Lamerson

Councilwoman Lopas

Councilman Luzius

Councilman Roecker

Councilwoman Suttles

SUMMARY OF CURRENT OR RECENT EVENTS

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

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

I. PROCLAMATION

- A. March 2008 – *American Red Cross Month*
- B. March 2008 – *Red Light Running Awareness Month*

II. DISCUSSION ITEMS

- A. Acceptance of bid from U.S. Transportation Services and purchase of 20 six-yard and 20 eight-yard front-loading refuse containers for the amount of \$34,433.14.
- B. Approval of an engineering services agreement on behalf of the Central Yavapai Metropolitan Planning Organization with Civiltec Engineering, Inc., in association with HDR, Inc., for the SR 169 Connector to Fain Road and Chino Valley Extension corridor studies, in an amount not to exceed \$538,552.00.
- C. Approval of Revision of Plat for Lot 8, Block 10 Fleury's Addition, dividing the existing lot into three lots, located at the northeast corner of Willow Street and Western Avenue; Applicant Mike Terry & Patricia Munson, Gary Green, Aspen Creek Engineering (RP08-001).
- D. Adoption of Ordinance No. 4643-0845 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona abandoning a portion of unused and unimproved Lorraine Drive located north of Willow Creek Road and authorizing the Mayor and City staff to take all necessary steps to effectuate such abandonment.
- E. Adoption of Resolution No. 3884-0852 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona authorizing the City of Prescott to enter into an Assignment Agreement Pertaining to the Amended Effluent Sales Agreement Contract No. 97-162A with Hassayampa Golf Club, L.L.C., thereby assigning the rights and obligations under the existing agreement, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- F. Update on Interim Arsenic Treatment Project.
- G. Approval of the Minutes of the Prescott City Council Regular Voting Meeting of February 26, 2008, the Workshop of March 4, 2008, and the Study Session of March 4, 2008.
- H. Selection of Items to be placed on the Regular Voting Meeting Agenda of March 11, 2008.

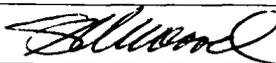
III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

COUNCIL AGENDA MEMO – March 4/March11, 2008	
DEPARTMENT:	Field Operations
AGENDA ITEM:	Purchase of front-loading refuse containers

Approved By:		Date:
Department Head:	Chad M ^c Dowell	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood 	02/27/08

Background

Each year the Solid Waste Division purchases front-loading refuse containers for use in our commercial sanitation service. Many of these containers will be used for new commercial accounts; the remainder replace damaged containers. Old or damaged containers are refurbished and reused on commercial accounts, commercial recycle accounts, or construction sites. Some are not salvageable.

On January 23, 2008, a Notice Inviting Bids for the purchase of 20 six-yard and 20 eight-yard Front-Loading Refuse Containers was published in the Courier. A copy of the bid notice was also sent to five (5) vendors qualified to provide the specified goods.

The following bids were received and opened on February 7, 2008:

U.S. Transportation Services	\$34,433.14
Steelform Inc.	\$38,776.31
*Wastequip-Arizona	\$32,174.62
*Rocky Mountain Welding & Fab.	\$34,061.00

Financial

*Indicates vendor did not meet all specifications. Based on the above pricing, staff recommends U.S. Transportation Services as the lowest, most responsive bidder. Total of bid is under budgeted amount. Funds are available in account 5-89000-290.

Recommended Action: MOVE to accept the bid from U S Transportation Services and purchase 20 six-yard and 20 eight-yard front-loading refuse containers for the amount of \$34,433.14

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COUNCIL AGENDA MEMO – March 4, 2008	
DEPARTMENT:	City Manager
AGENDA ITEM:	Approval of an engineering services agreement on behalf of the Central Yavapai Metropolitan Planning Organization with Civiltec Engineering, Inc., in association with HDR, Inc., for the SR 169 Connector to Fain Road and Chino Valley Extension corridor studies, in an amount not to exceed \$538,552.00

Approved By:		Date:	
Deputy City Manager:	Craig V. McConnell <i>Craig McConnell</i>		2-27-08
Finance Director:	Mark Woodfill		
City Manager:	Steve Norwood <i>SNorwood</i>		2/28/08

Item Summary

This item is to approve an engineering services agreement for preparation of two separate planning level corridor studies: (1) SR 169 Connector to Fain Road; and (2) Chino Valley Extension (see attached location map). Pursuant to the December 2003 Memorandum of Understanding (MOU) between the City and Central Yavapai Metropolitan Planning Organization (CYMPO), as amended, the City provides personnel, purchasing, and accounting services to CYMPO on a reimbursable basis.

The scope of work (copy attached) includes traffic analyses and identification of one-half mile wide corridors within which relatively high speed, controlled access future highways identified by the CYMPO 2030 Metropolitan Transportation Plan can be developed to benefit the region as a whole. These corridor studies are specifically identified as Task 3.1 of the FY 2008 (current) CYMPO Unified Planning Work Program, and will be conducted to conform to federal funding eligibility criteria.

Five (5) submittals were received by CYMPO in October 2007 in response to a Request for Qualifications issued for the project (excerpt attached). Civiltec Engineering, Inc. (Prescott), in association with HDR, Inc. (Phoenix office) was subsequently top-ranked by a CYMPO panel following evaluation of the written submittals and presentations.

At their meeting of February 20, 2008, the CYMPO Executive Board approved, by motion, entering into an agreement with Civiltec/HDR for concurrent corridor studies of the Chino Valley Extension and SR 169 Connector to Fain Road, and requesting that the City of Prescott approve the agreement with Civiltec/HDR on behalf of CYMPO pursuant to the MOU for purchasing, personnel, and accounting services.

Project Management

This project will be managed by the Yavapai County Public Works Department for CYMPO. The City of Prescott's involvement will consist of contracting the work, processing progress payments, and participating with other CYMPO members in technical work review and various project coordination activities.

Agenda Item: Approval of an engineering services agreement on behalf of the Central Yavapai Metropolitan Planning Organization with Civiltec Engineering, Inc., in association with HDR, Inc., for the SR 169 Connector to Fain Road and Chino Valley Extension corridor studies, in an amount not to exceed \$538,552.00

Schedule

The project is anticipated to be completed in a 12 month timeframe.

Budget

As previously mentioned, these corridor studies are identified in the FY 2008 CYMPO Unified Planning Work Program. The breakdown below confirms that the majority of funding for this agreement will be from Federal Highway Administration (FHWA) planning monies allocated to CYMPO. Projects and activities benefiting the region for which federal monies are available and accessed through CYMPO (MPO operations, highway planning, construction, and transit) require a local match. Notable examples of other projects which did or could involve federal funds include the CYMPO Regional Transit Planning Study completed in 2007; and a pending proposal to obtain over \$1 million for construction of the SR 89A/Side Road Traffic Interchange.

Local cost shares for the corridor studies project, proportioned among the CYMPO members by population, are as follows:

\$ 403,892	FHWA		
\$ 134,660	CYMPO members	<u>Jurisdiction</u>	<u>Cost Share</u>
\$ 538,552		Chino Valley	\$ 12,119
		Prescott	\$ 49,824
		Prescott Valley	\$ 35,012
		Yavapai County	\$ 37,705
			\$134,660

FHWA reimbursement is accomplished via invoices for progress payments as the project proceeds; receipt is anticipated 30 days after each submittal through ADOT.

The City budgeted a total of \$489,000 for CYMPO projects in the One Cent Streets Fund this fiscal year (see attached CIP Project Detail sheet). While the amount of this agreement (\$538,552.00) exceeds the budgeted amount, the appropriation authority and balance available in this fund are sufficient to enable approval of the contract.

- Attachments**
- Location Map
 - Agreement Scope of Services and Fee Breakdown (“Exhibit B”)
 - CYMPO Request for Qualifications (excerpt)
 - FY 08-13 CIP Project Detail sheet for CYMPO Projects

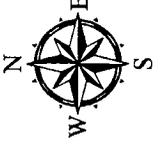
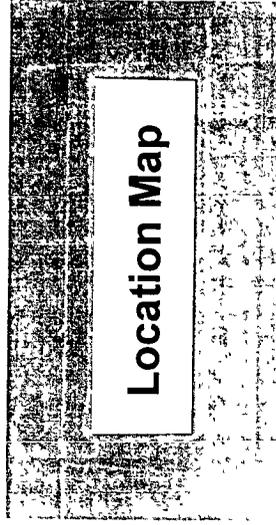
Recommended Action: **MOVE** to approve an engineering services agreement on behalf of the Central Yavapai Metropolitan Planning Organization with Civiltec Engineering, Inc., in association with HDR, Inc., for the SR 169 to Fain Road and Chino Valley Extension corridor studies, in an amount not to exceed \$538,552.00.

Central Yavapai Metropolitan Planning Organization Regional System

CYMPO Corridor Studies (2)

Legend

-  Future Highways
-  Widen / Improve Existing Highways
-  Local Projects
-  Future Corridor Study



CYMPO
Central Yavapai Metropolitan
Planning Organization



Map Provided Courtesy of Yavapai County
January 8, 2008

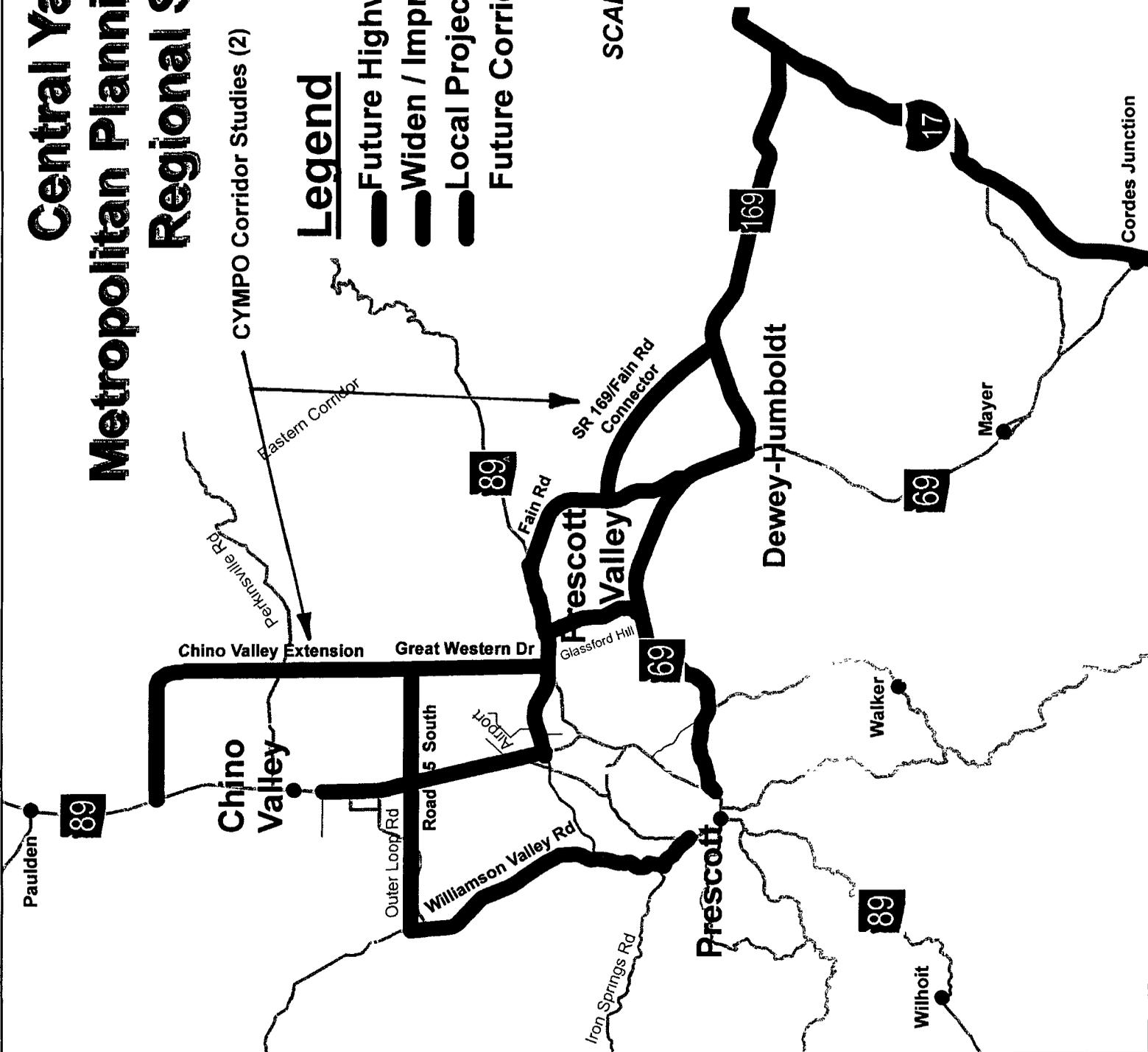


EXHIBIT B
SCOPE OF SERVICES
Central Yavapai Metropolitan Planning Organization
Planning Level Corridor Studies
February 8, 2008

This Document describes the scope of services, which Civiltec Engineering, Inc. in association with HDR (hereinafter called "CONSULTANT" will provide the Central Yavapai Metropolitan Planning Organization (CYMPO) under contract with their fiscal authority, the City of Prescott (hereinafter called "CITY"). In general these services include the necessary consultation and preparation of two planning level Corridor Studies for the SR169-Fain Road Corridor and Chino Valley Extension Corridor. Each Corridor Study will include the items identified herein. The corridors will be analyzed, organized, and processed together, yet final documents will consist of two separate reports. **The purpose of this scope is to define alternate locations for two fully access controlled corridors in accordance with the recommendations in the CYMPO Regional Transportation Study.**

CYMPO is seeking to enhance transportation systems within their service area as a necessary component to growth planning and economic viability. The project services scope has been divided into 9 phases:

Phase 1 services will include *data collection and preliminary professional services.*

Phase 2 services will include elements associated with the *public outreach program.*

Phase 3 services will include the identification of the *impacts of other studies, TAZ analysis and level of service issues.*

Phase 4 services will include development of *initial alternatives.*

Phase 5 services will include performing *travel demand modeling and traffic operations analyses.*

Phase 6 services will include refinement and development of *preferred alternatives.*

Phase 7 services will include development of *final completion documents.*

Phase 8 services will include project-wide *project management*

Phase 9 services will include *general administrative services.*

CONSULTANT will perform the following scope of services more particularly described as follows:

Phase 1 – Data Collection and Preliminary Professional Services

1.1 – Research – This task includes scoping services which generally include research and gathering of record data from member agencies, utility companies, existing topographic data from local, state, and federal agencies, pertinent reports and notes of discussions. Assemble library of all CYMPO and related transportation reports.

1.2 – Environmental Feasibility Analysis – the Environmental Feasibility Analysis (EFA) will define existing conditions associated with environmental issues through agency coordination letters, map and database reviews, literature reviews, and a windshield survey. The primary work product for the EFA will be the location of the found sensitive areas on the project mapping. It will also include a written summary in the final report of the process, a contact list and brief description of the findings to support the project mapping.

The objective of the EFA is to describe the social, economic, and environmental character of the study area and identify potential “fatal flaws”, obstacles and issues associated with the study area.

The following topics will be covered:

- Topography
- Vegetation
- Biology (expected general species)
- Threatened, Endangered, and Sensitive Species (no Endangered Species Act Section 7 consultation would occur)
- Wildlife movement corridors
- Floodplains, water quality, waters of the U.S. No Section 401, 402, or 404 permits will be obtained
- Noise (note land uses and receptors
– no monitoring or modeling)
- Air Quality (attainment/non-attainment
– no monitoring or modeling)
- Hazardous materials (Preliminary initial site assessment)
- 4(f) resources will be described (no actual evaluation)
- Land use - Socioeconomics (employment etc.)
- Title VI / Environmental Justice
- Right-of-way (existing)
- Utilities
- Cultural Resources (A Class I survey, literature search only). Determination of effect or eligibility for cultural resource sites would not occur unless information was existing.
- Relocations (residential, commercial) in accordance with the UNIFORM ACT
- Historic/Prehistoric Resources (provide recommendations for Class II representative sample survey or Class III intensive field survey)

1.3 – Survey, photography, aerial mosaics, mapping, and contours – This task includes field surveying services for aerial mapping control points, development of accurate high-altitude rectified aerial photography mosaics, and development of base mapping which is comprised of said aerial photography and contour mapping from USGS and other sources. Two areas to be photographed will generally correspond to the 169-Fain area and the Chino Valley Extension area. The 169-Fain area will be approximately 4 miles wide, and 12.5 miles long. The Chino Valley Extension area will be approximately 4 miles wide and 16 miles long.

Project coordinate datum to be Arizona State Plane Coordinate System based upon the geocentric North American Datum of 1983 (NAD '83) for horizontal datum control, and NAVD '88 for Vertical datum control.

Aerial photography will be rectified color photographs based on the aforementioned control, with a photographic scale of 1:20,000.

1.4 – Public, Landowner, and interagency Plan development – Develop approach strategies in accordance with SAFETEA-LU for involvement of participating agencies, partnering agencies, public, and landowners. Generate map showing ownership of parcels by use of County GIS data.

1.5 – Drainage - This task includes preparation of conceptual hydrology studies identifying drainage basin characteristics, concept level flowpath locations, rainfall-runoff relationships of contributory drainage basins upstream of the corridors. Methods used will include analysis of existing FEMA Flood Insurance Studies, Flood Insurance Rate Maps, and agency Area Drainage Master Plans. ADWR State Standards (regression equations) and WMS Hydrologic software will also be utilized to generate concept level peak flows and topwidth data for major watercourses.

1.6 – This task includes preparation of a White Paper encapsulating issues of Phase 1.

Phase 2 – Workshops and Public Outreach Program

2.1 – CYMPO participating agency and partnering meetings – This task includes organizing and holding up to a total of 12 CYMPO agency and partnering workshop meetings on a once-per-month basis with CYMPO TAC members and partnering agencies combined as necessary. These meetings will cover issues such as alternatives development, evaluations, land owner and public input data (from meetings covered in task 2.2), selection of 2 or 3 most viable alternatives, comment review and critical issue identification, preferred alternative selection, and other pertinent information.

2.2 – Public and Land Owner meetings – Public and Land Owner meetings to take place at planned intervals after Agency meetings. Includes coordinating, organizing and attending 2 Public and Land Owner meetings. coordination of public meetings, invitation letter distributions, advertisements in the *Daily Courier*, *Chino Valley Review*, *Prescott Valley Tribune*, and *Big Bug News* is included, handout and exhibit preparation, web site development, and inquiry management. Summary reports and briefs for newspaper publications and others will also be considered in this phase. (Consultant will coordinate with CYMPO Administrator; however, consultant (or subconsultant) will be responsible for all aspects of the public outreach and meetings, such as but not limited to: securing meeting locations, displays, notices/ invitations, meeting materials and press publications.

1. Discuss Purpose and Need, findings from scoping process, known issues and concerns, gather public issues and concerns.
2. Show up to 3 refined alternatives and those alternatives that have the highest probability of being screened from further consideration.

2.3 – SAFETEA–LU coordination – Includes proper notifications of agency stakeholders in accordance with the ongoing consultation portion of the long range Transportation Planning process for CYMPO. Refinement of existing CYMPO methodology matrix which is comprised of contact personnel, submittal requirements, review time windows, technical communication information, and other important communication components. Agencies to be notified and communicated with are:

- Bureau of Land Management
- Arizona State Land Department
- Arizona State Historic Preservation Office
- Arizona Game and Fish Department
- Arizona Department of Environmental Quality (air)
- Arizona Department of Water Resources
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Services
- USFS – Prescott National Forest
- Federal Highway Administration
- Environmental Protection Agency

- Others to be identified

2.4 – Website development – This task involves development of Corridor Study web pages utilizing the CYMPO website. The Corridor Study web pages will include public outreach contact information, public meeting notices, handouts and questionnaires, exhibits, presentation slides, imagery of alternatives, and final report. Consultant will supply digital web page information to CYMPO for inclusion in their website.

2.5 - Newsletters (8-1/2 x 11) – Write and design up to 3 newsletters for distribution at public meetings, and to provide to CYMPO for availability to the general public upon request. CYMPO will distribute newsletters at normally scheduled meetings and through electronic distribution.

2.6 – This task includes preparation of a White Paper encapsulating issues of Phase 2.

Phase 3 - Sensitivity analysis and Model refinement

Both the SR 169 Connector and Chino Valley Extension are defined in the CYMPO 2030 Transportation Plan as future 4-lane roadways with fully controlled access.

3.1 - An evaluation of the long term transportation plans provided by the bqAZ Study and I-17 Study will be made to determine the potential impacts on the CYMPO 2030 roadway network. Included in this evaluation will be a limited scope sensitivity analysis for the CYMPO area.

3.2 – The travel demand forecast model provided by the CYMPO will be inspected to see how the roadway networks for which volume data has been provided is connected to the traffic analysis zones (TAZ). It is expected that some refinement to the TAZ boundaries, road network and centroid connector configuration will be needed in order to prepare recommendations. The CYMPO travel demand forecast software (TransCad) will be used to provide reports on the expected level of service for the study corridors and limited sections of those corridors that are connected to them (SR 169, Fain Rd, Glassford Hill/Outer Loop and SR 89, SR69 from south of Prescott Valley to Dewey-Humboldt.).

3.3 - We will facilitate two (2) meetings (as needed) with CYMPO representatives to review and receive travel demand software files and discuss implementation.

3.4 - This task includes preparation of a White Paper with results of evaluation of the bqAZ Study and I-17 Study as they relate to the CYMPO 2030 roadway network, and travel demand forecast model output.

Phase 4 – Initial Alternatives

4.1 – Map environmental constraining areas – utilize for avoidance approach.

4.2 –Corridor layouts – Planning level design of initial corridor alternatives, roughly ½ mile wide will be identified. This process would include laying out a wide range of alternatives, include engineering overviews (no plans but line and grade, drainage issues, topographic issues, and other cost drivers will be considered), results of environmental overview, land use and planning overview issues, lot split existence, connection point considerations, access management considerations, transportation planning needs, land owner consideration, public issues and concerns, Participating Agency input, and Partnering Agency input. This task includes laying out 3 or 4 initial corridor alignments per each study.

4.3– Evaluate Alignments – utilize both quantitative and qualitative measurements to evaluate the benefits and shortcomings (or deficiencies) of the various alignments. Typical measures of qualitative criteria are land ownership concerns, engineering feasibility, environmental impacts, transportation effectiveness, and other concerns. Typical measures of quantitative criteria are design and construction costs, maintenance and operations costs, and other economically related criteria.

4.4 – Determine most viable options - Using evaluation techniques listed above, public input, member agency input and Participate Agency input, CYMPO will direct the Consultant as to the 2 or 3 most feasible alternatives for the final alternatives study phase.

4.5 – Right-of-Way acquisition strategies – develop strategic planning approach for early right-of-way acquisition abilities. Consider value of utilization of non-federal funding; however, compliance with the UNIFORM ACT will be followed with the pretense that federal funding may have the potential to be utilized.

4.6 – This task includes preparation of a White Paper encapsulating issues of Phase 4.

Phase 5 – Travel Demand Modeling and Traffic Operations Analysis

5.1 – The travel demand modeling task is proposed to occur at two phases in this study. This modeling task is to be limited in nature. The first time will be during the *Sensitivity analysis and Model refinement* phase of work. The second time will be during the *Refinement of the Preferred Alternative* phase of work. The importance of the first phase of modeling work is to perform a peer review of the model, develop an understanding of the defined TAZ (traffic analysis zone) structure corresponds to the roadway network, consider a sensitivity analysis of the CYMPO area and the external region, and make CYMPO approved adjustments accordingly for this study. The second time provides the opportunity to refine the TAZ boundaries, roadway network, and centroid of the connector system and preferred roadway system. This step allows us to refine the travel demand model and subsequent traffic forecast for each roadway segment between planned intersections and interchanges.

5.2 – The traffic operations task will occur at four phases in the study. It will also be limited in nature. The four phases are the sensitivity analysis and model refinement phase, initial alternative development phase, refinement phase and preferred alternative phase. The first three phases of operational evaluation will not be based on volume data, rather engineering experience, judgment and industry “rules of thumb” will be applied in order to develop alternatives. Where appropriate, areas of concern will be identified, which will include potential mitigation measures such as turn lanes, auxiliary lanes, ramp braids, frontage roads and/or collector distributor (CD) roads. The Consultant will use the CYMPO model data for guidance during the refinement of the preferred alternative. This will include incorporating the traffic forecast data into traffic operations software of CYMPO’s choice (SYNCHRO is recommended).

5.3 – This task includes preparation of a White Paper encapsulating issues of Phase 5.

Phase 6 – Refine and develop Preferred Alternatives

6.1 – This task includes development of preferred corridor alternatives using a width of approximately ½ mile. Identification of planning level access needs will be included in this task.

6.2 – This task includes planning level studies of corridor alignment particulars which include concepts taking into account general engineering considerations such as design speed, grade, and drainage issues.

6.3 – This task includes preparation of a White Paper encapsulating issues of Phase 6.

Phase 7 – Final Completion Documents

7.1 – This task covers preparation of two final CYMPO corridor studies. One study will encompass the corridor for SR 169-Fain Road, and the other study for the Chino Valley Extension corridor. Both studies will be finished simultaneously, and be delivered in text and supporting imagery in 11 x 17 bound booklets. Booklets will contain white paper reports for each defined category in the appendices.

7.2 – This task covers preparation of planning level aerial base mapping with selected corridors superimposed thereon. This mapping will be based upon general engineering considerations such as design speed, grade, and drainage issues.

Phase 8 – Project Management

8.1 – This task includes day-to-day general project management. Coordination tasks include: attendance of a reasonable number of individual meetings with member agencies, CYMPO TAC and Board, meetings with City and Town officials, Tribal officials, ADOT, FHWA, Flood Control, Planning & Zoning, BLM, and ASLD, and other representative agencies; and, coordination with other local studies.

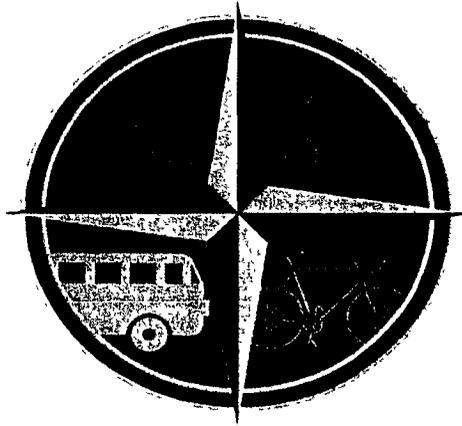
Phase 9 – General Administrative services

9.1 – This task includes general administration services, reproduction services, mileage and reimbursables.

CYMO - Corridor Studies

TASK	DESCRIPTION	Principal	Proj. Mgr.	Proj. Engr.	Staff Engr.	Designer	Drafter	Admin.	Survey Mgr	Survey Tech	Survey Crew	Subs & Direct Expenses	TOTALS
RATES	Phase 1 - Data Collection / Prelim. Prof. Services	143	127	114	110	91	70	42	112	91	160		
1.1	Research		8	32								\$ 4,664.00	
1.2	Environmental Overview	16	40									\$ 45,000.00	\$ 52,668.00
1.3	Survey and photography - base map		8			40		80		40	120	\$ 19,600.00	\$ 56,056.00
1.4	Public, Landowner, Interagency Plan Development	8	16	16								\$ 9,000.00	\$ 14,000.00
1.5	Drainage Studies	16	24	40	80		80	32					\$ 25,640.00
1.6	White Paper		16										\$ 2,032.00
	Phase 2 - Public Outreach Program												
2.1	CYMO agency and partnering meetings	64	64									\$ 26,000.00	\$ 43,280.00
2.2	Public and Land Owner meetings	12	12									\$ 6,000.00	\$ 9,240.00
2.3	SAFTEA-LU coordination	16	24					80				\$ 15,000.00	\$ 23,696.00
2.4	Website development		24			80							\$ 10,328.00
2.5	Newsletters		12					16				\$ 4,000.00	\$ 6,196.00
2.6	White Paper		16										\$ 2,032.00
	Phase 3 - Corridor Definition												
3.1	bgAZ and I-17 Study impacts		8	24		40						\$ 4,000.00	\$ 11,392.00
3.2	TAZ analysis and LOS		8	40								\$ 5,000.00	\$ 10,576.00
3.3	Meetings re travel demand	8	8	8								\$ 1,300.00	\$ 4,372.00
3.4	White Paper		16										\$ 2,032.00
	Phase 4 - Initial Alternatives												
4.1	Map Environmental areas		8			40						\$ 4,000.00	\$ 8,656.00
4.2	Cooridor alignment layouts		24	80	60		80					\$ 10,000.00	\$ 34,368.00
4.3	Evaluate alignments	4	12	24								\$ 5,000.00	\$ 9,832.00
4.4	Viable option determinations	4	12	24								\$ 5,000.00	\$ 9,832.00
4.5	RAW acquisition strategies		8	32									\$ 4,664.00
4.6	White Paper		16										\$ 2,032.00
	Phase 5 - Modeling and Operations												
5.1	Traffic model analysis		16	24								\$ 12,000.00	\$ 16,768.00

CYMPO - Corridor Studies													
TASK	DESCRIPTION	Principal	Proj. Mgr.	Proj. Engr.	Staff Engr.	Designer	Drafter	Admin.	Survey Mgr	Survey Tech	Survey Crew	Subs & Direct Expenses	TOTALS
RATES		143	127	114	110	91	70	42	112	91	160		
5.2	Operations analysis		16	24								\$ 12,000.00	\$ 16,768.00
5.3	White Paper		16									\$	\$ 2,032.00
	Phase 6 - Preferred Alternatives												
6.1	Preferred alternatives exhibits		8	20	32	80	160					\$ 8,500.00	\$ 33,796.00
6.2	Engineering considerations	4	16	24		40	40					\$ 2,000.00	\$ 13,780.00
6.3	White Paper		16									\$	\$ 2,032.00
	Phase 7 - Final Completion Documents												
7.1	Final Study Preparation	24	32	40			60	40				\$ 4,000.00	\$ 21,936.00
7.2	Final mapping product		16	32			60					\$	\$ 9,880.00
	Phase 8 - Project Management												
8.1	Project Management	80	416									\$	\$ 64,272.00
	Phase 9 - Administration & reimbursibles												
9.1	Admin, Reproduction, mileage, reimbursibles											\$ 10,000.00	\$ 10,000.00
	SUBTOTAL	256	936	484	172	320	480	168	80	40	120	\$ 207,400.00	\$ 538,552.00
	Total											\$	\$ 538,552.00



CYMPO

**Central Yavapai Metropolitan
Planning Organization**

REQUEST FOR QUALIFICATIONS

Corridor Studies:

- ❖ SR169 Connector to Fain Road
- ❖ Chino Valley Bypass

Participating Agencies:

City of Prescott
Yavapai County
Town of Chino Valley
Town of Prescott Valley
United States Forest Service
Federal Highway Administration
Arizona Department of Transportation



BACKGROUND

The Central Yavapai Metropolitan Planning Organization (CYMPO) adopted the Metropolitan Transportation Plan (2030 Plan) in December of 2006. Within this long range plan, potential corridors were identified for future study. At the January 2007 meeting, the CYMPO Executive Board directed a technical group to identify and prioritize potential corridor studies. The Corridor Studies Working Group convened and the outcome was that of two corridors settling in the top tier.

❖ SR169 Connector to Fain Road ❖ Chino Valley Bypass

The Board approved these two corridors to be studied concurrently. These studies should assist CYMPO with information that may lead to, but not be limited to, the study of a future alignment. The studies are to be conducted at a “planning level” as a precursor to possible design concept reports to be conducted later.

INSTRUCTIONS

A Request for Qualifications has been initiated to determine which engineering consulting firms may have the qualifications to conduct these studies. Qualified engineering consulting firms are invited to submit proposals to CYMPO listing their qualifications and team members to conduct planning level corridor studies of the SR169 Connector to Fain Road and Chino Valley Bypass as described in this Request for Qualifications (RFQ).

The CYMPO invites interested firms to submit written Statements of Qualifications relating to this solicitation. A Screening Committee will evaluate firms’ qualifications and experience with similar projects. Three firms determined to be best qualified will then be invited to participate in a presentation/interview; subsequently, the top ranked firm will be invited to enter into negotiations with CYMPO to define a detailed scope of work. The design firm develops and submits to the owner a detailed fee proposal, based on the agreed upon scope of work.

A complete copy of this RFQ and possible amendments may be obtained from our website at: www.cympo.com. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 759-5516, or a copy may be picked up during regular business hours at the CYMPO, 7501 East Civic Circle, Prescott Valley Town Hall, Prescott Valley, AZ. 86314



The Central Yavapai Metropolitan Planning Organization reserves the right to reject any or all proposals and to make any award which it considers to be in the best interest of the region.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice received at any time prior to award.

QUESTIONS CONCERNING THIS RFQ

Written questions regarding this RFQ must be received no later than **five working days** before submittal due date. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ.

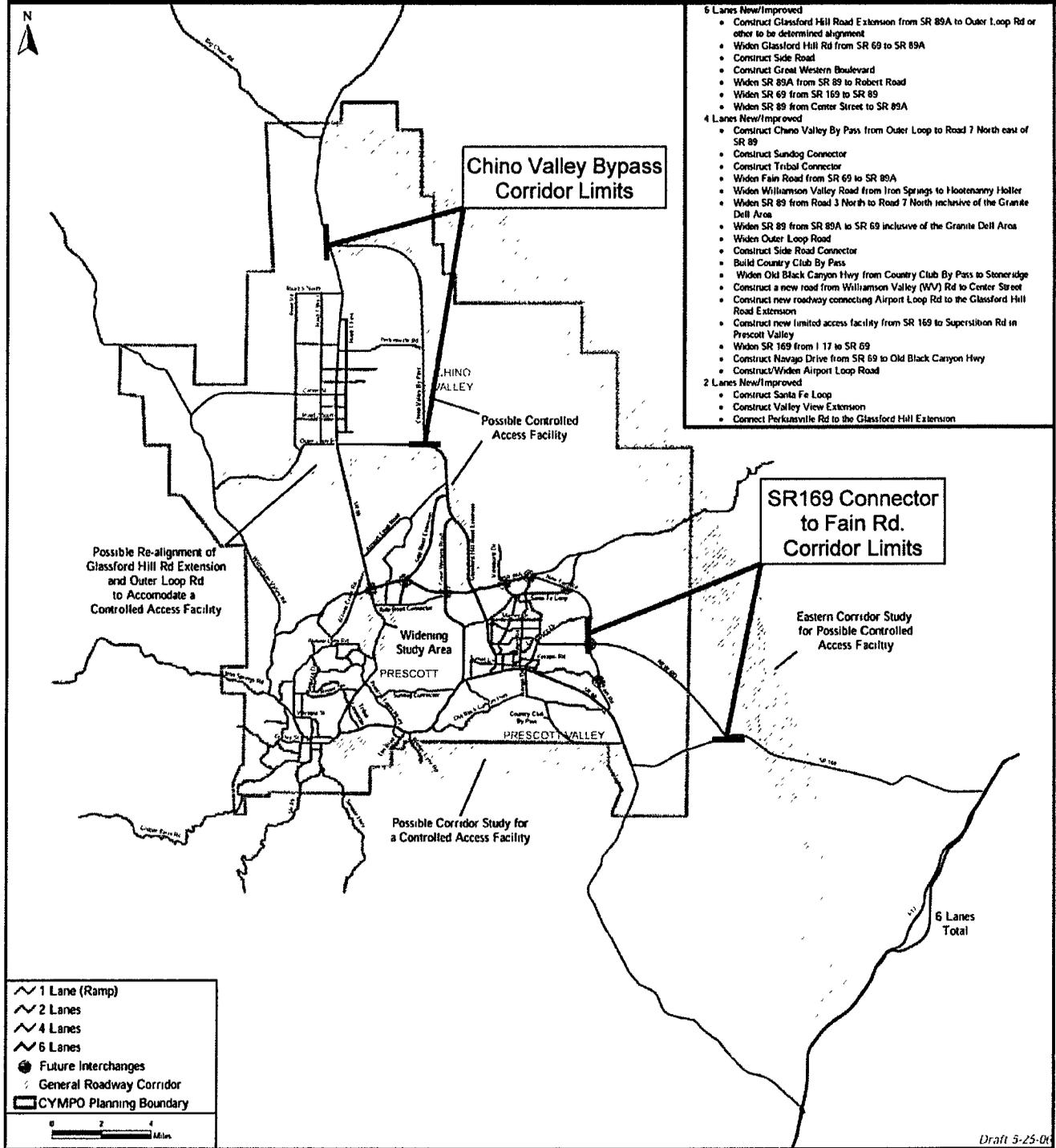
Inquiries may be made to:

Mrs. Jodi Rooney, Administrator
Central Yavapai Metropolitan Planning Organization
7501 E. Civic Circle
Prescott Valley, AZ 86314
928/759-5516
jrooney@pvaz.net

STUDY AREA

1. SR169 Connector to Fain Road: Beginning in the general vicinity of Section 32 T14N,R02E and continuing in a northwesterly direction to one of the already established traffic interchange locations on Fain Road.
2. Chino Valley Bypass: Beginning a location to be determined near the southern boundary of Chino Valley and Glassford Hill Road Extension and then northerly to a point on SR 89 near the northern town limits of Chino Valley.

2030 REGIONAL SYSTEM





PROJECT TASKS

The Engineering Consultant shall be responsible for the following tasks:

- Task 1 Corridor aerial and topographical mapping with 2 foot contours
- Task 2 Data collection and scoping of issues
- Task 3 Identification of Potential Topographical Issues & Environmental Impacts
- Task 4 SAFETEA-LU Consultation
- Task 5 Public Involvement/Meetings
- Task 6 Potential Sketch Level Alignments Within the Corridors
- Task 7 Potential of I-17 Traffic Impact on These Corridors Upon Connection With the Glassford Hill Extension
- Task 8 Presentation of findings and Draft Report to the CYMPO Technical Advisory Committee and the CYMPO Executive Board
- Task 9 Preparation of Final Corridor Analysis Report

DELIVERABLES

30 bound hard copy reports with maps, electronic copies and a .pdf for placement on the CYMPO website.

STUDY OVERVIEW

RESPONSIBILITIES

The consultant shall comply with Title VI or the Civil Rights Act of 1964, and Title 49, Code of Federal Regulations, part 21; and, Appendix A of this notice as originally documented in the CYMPO Title VI Plan.

Conflict of Interest:

The consultant shall identify all instances wherein a principal in or employee of the firm, or an individual or corporate client of the firm, or the spouse, child or dependant of such principal, employee or client:

- a. owns or otherwise controls the disposition of land or other property within or potentially impacted by the defined corridor.

COUNCIL AGENDA MEMO –March 4 & 11, 2008
DEPARTMENT: Community Development
AGENDA ITEM: Revision of Plat for Lot 8, Block 10 Fleury's Addition, dividing the existing lot into 3 lots. Location is at the northeast corner of Willow Street and Western Ave. Applicant: Mike Terry & Patricia Munson, Gary Green, Aspen Creek Engineering, RP08-001

Approved By:	Date:
Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood <i>Hadley</i>	

REQUEST

This is a request by Mike Terry and Patricia Munson (represented by Gary Green, Aspen Creek Engineering) for division of a portion of Lot 8 Block 10 Fleury's Addition into 3 lots. The property is zoned Multi-Family High (MF-H). The minimum lot size for a single family residence is 6,000 square feet. The three lots as proposed all exceed the minimum lot size. Lot 1R includes 7,558 sq ft, Lot 2R includes 7,562 sq ft and Lot 3R includes 10,423 sq ft. Lot 3R is the site of an existing residence.

This Revision of Plat has been reviewed by various City Departments. Corrections and adjustments to the plat have occurred as part of the review. These changes include specific delineation of the flood plain per FEMA's Letter of Map Revision, 06-09-B71A and notation that a fire hydrant will be required prior to the issuance of building permits for the undeveloped lots.

Assuming Council's approval of this plat, staff will administratively issue the Water Service Agreement for the two undeveloped lots.

Recommended Action: MOVE to approve RP08-001, the division of a portion of Lot 8 Block 10 Fleury's Addition into 3 lots.

REVERSIONARY PLAT OF A PORTION OF LOT 8

APN 113-11-028 BEING A PORTION OF LOT 8 BLOCK 10 FLEURY'S ADDITION AS RECORDED IN BOOK 2 OF MAPS & PLATS PAGE 31 AND BOOK 4281 OF DEEDS PAGE 123 Y C R O SITUATE IN SECTION 33, TOWNSHIP 14 NORTH RANGE 2 WEST OF THE GILA & SALT RIVER MERIDIAN YAVAPAI COUNTY, ARIZONA

DECLARATION

KNOW ALL MEN BY THESE PRESENTS

THAT MICHAEL D. TERRY AND PATRICIA A. MUNSON AS OWNERS OF A PORTION OF LOT 8, BLOCK 10 FLEURY'S ADDITION, AS RECORDED IN BOOK 4281 OF DEEDS PAGE 123 ON FILE IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA, BY DATE IN SECTION 33, TOWNSHIP 14 NORTH RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, HAVE SUBMITTED A REVERSIONARY PLAT UNDER THE NAME REVERSIONARY PLAT OF A PORTION OF LOT 8, AND HEREBY PUBLISH THIS REVERSIONARY PLAT FOR THE PURPOSES OF RECORD AND HEREBY DECLARE THAT THIS REVERSIONARY PLAT SHALL BE SUBJECT TO AND TOGETHER WITH ALL ITEMS DECLARED WITHIN THE DEDICATION ON THE FACE OF THE ORIGINAL PLAT FOR FLEURY'S ADDITION, AS RECORDED IN BOOK 2 OF MAPS AND PLATS PAGE 31 ON FILE IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER.

ACKNOWLEDGMENT

IN WITNESS WHEREOF

MICHAEL D. TERRY AND PATRICIA A. MUNSON HAS HEREIN CAUSED THEIR NAME TO BE SIGNED ON THIS DAY OF _____, 2008

MICHAEL D. TERRY

PATRICIA A. MUNSON

CITY OF ARIZONA }
COUNTY OF YAVAPAI } SS

ON THIS _____ DAY OF _____, 2008, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, MICHAEL D. TERRY AND PATRICIA A. MUNSON HAVE PERSONALLY APPEARED AND REQUESTED THAT I EXECUTE THIS INSTRUMENT FOR THE PURPOSES OF RECORD AND HEREBY PUBLISH THIS INSTRUMENT FOR THE PURPOSES OF RECORD AND HEREBY PUBLISH THIS INSTRUMENT FOR THE PURPOSES OF RECORD AND HEREBY PUBLISH THIS INSTRUMENT FOR THE PURPOSES OF RECORD.

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

ROTARY PUBLIC _____ MY COMMISSION EXPIRES _____

APPROVALS

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF PRESCOTT ON THIS _____ DAY OF _____, 2008

COMMUNITY DEVELOPMENT DIRECTOR _____

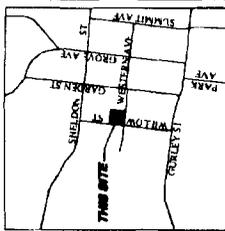
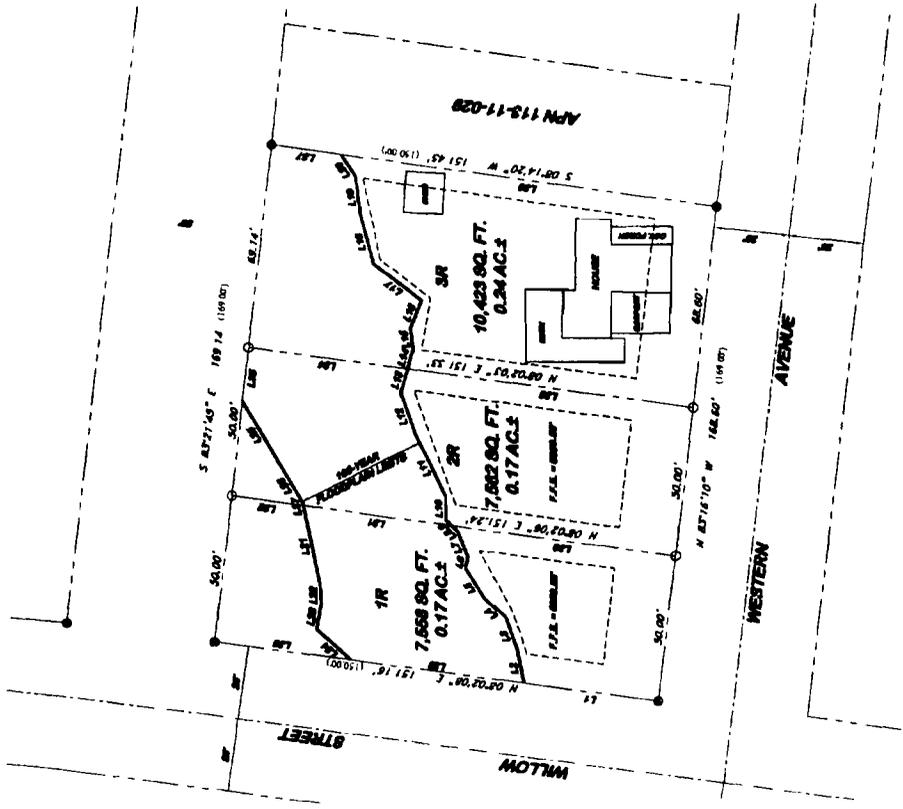
APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ON THIS _____ DAY OF _____, 2008

MAYOR _____ ATTEST: CITY CLERK _____

APPROVED BY THE PUBLIC WORKS DIRECTOR OF THE CITY OF PRESCOTT ON THIS _____ DAY OF _____, 2008

PUBLIC WORKS DIRECTOR _____

- FOUND 1/2" REBAR & TAG RLS 27736
- MONUMENT RLS 13872 TO BE SET
- 245'x45'x57" MEASURED DATA
- (64'x45'x57") RECORDED DATA
- PARCEL LINE
- CASEMENT LINE
- - - ORIGINAL LOT LINE BEING REMOVED



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS S83°1'45" E 189.14 ALONG THE NORTH LINE OF THE ORIGINAL PLAT OF FLEURY'S ADDITION, AS RECORDED IN BOOK 2 OF MAPS & PLATS PAGE 31 AND BOOK 4281 OF DEEDS PAGE 123 Y C R O SITUATE IN SECTION 33, TOWNSHIP 14 NORTH RANGE 2 WEST OF THE GILA & SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA.

SURVEYOR'S NOTES

- 1) THIS SURVEY WAS PERFORMED BY MY ASSONS IN OCTOBER OF THE YEAR 2007. THE CREW WAS COMPOSED OF NEIL MCCARTHY AND MYSELF. THIS PLAT WAS PREPARED BY ME OR MY ASSONS BASED ON THE INFORMATION OBTAINED IN THAT SURVEY.
- 2) ALL EASEMENTS MAY NOT BE SHOWN ON THIS DRAWING.
- 3) THE WORD CERTIFY AS SHOWN OR USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
- 4) DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 5) THE FOLLOWING DOCUMENTS WERE USED IN THE PERFORMANCE OF THIS SURVEY AND REFERENCE CAN BE MADE TO THESE DOCUMENTS FOR RECORD INFORMATION:
BOOK 2 OF MAPS & PLATS PAGE 31
BOOK 4281 OF DEEDS PAGE 123

NOTES

- 1) A FIRE HYDRANT SHALL BE REQUIRED BEFORE HOMES CAN BE BUILT ON THESE LOTS.
- 2) A LETTER OF MAP REVISION (LOMR) WAS RECEIVED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON 10/11/07 TO REMOVE THE 100-YEAR FLOODPLAIN LIMITS AS SHOWN ON THIS REVERSIONARY PLAT. THE FEMA CASE NUMBER IS 08090744.

LINE	LENGTH	BEARING
L1	15.34	S83°1'45" E
L2	15.34	S83°1'45" E
L3	18.17	S70°43'11" E
L4	8.82	S41°36'37" E
L5	4.20	S77°42'21" E
L6	9.21	S87°21'17" E
L7	3.82	S44°28'07" E
L8	8.33	S87°21'17" E
L9	27.85	S87°21'17" E
L10	14.36	S90°23'01" E
L11	6.88	S11°44'31" E
L12	9.50	S11°44'31" E
L13	10.02	S88°48'50" E
L14	17.38	S72°11'23" E
L15	18.10	S87°48'53" E
L16	9.00	S57°56'01" E
L17	37.41	S88°33'13" W
L18	8.22	S60°31'21" W
L19	15.86	S74°10'7" W
L20	15.86	S74°10'7" W
L21	14.62	S88°33'13" W
L22	0.88	S78°23'51" W
L23	58.88	S88°33'13" W
L24	78.51	S88°33'13" W
L25	30.53	S88°33'13" W
L26	24.35	S88°33'13" W
L27	31.86	S88°33'13" W
L28	31.86	S88°33'13" W
L29	19.20	S83°21'45" E
L30	127.86	S88°14'30" W
L31	23.78	S88°14'30" W

RIVER
LAND SURVEYING LLC

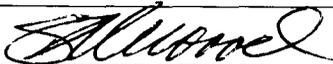
WENDY E. CATALANO, PLS
PRESCOTT VALLEY, AZ 86241
TEL: (928) 798-9888 FAX: (928) 798-8407

OWNER INFORMATION
MICHAEL D. TERRY
& PATRICIA A. MUNSON
P O BOX 63
NEEDLES, CA 92363

JOB # 070911 SCALE 1" = 20'

DATE 01-31-08 SHEET 1 OF ONE

M	COUNCIL AGENDA MEMO – March 3, 2008
L	DEPARTMENT: Transportation Engineering Services
S	AGENDA ITEM: Adoption of Ordinance No. 4643-0845 to abandon a portion of Lorraine Drive north of Willow Creek Road and east of Crossings Drive
M	

Approved By:		Date:
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood 	02/27/08

Item Summary

This item is to abandon an unused and unimproved portion of the Lorraine Drive right-of-way at the request of the adjacent property owner. No future need for the street right-of-way is anticipated, however, a public utility easement will be created to accommodate existing and future utilities. The right-of-way is proposed to be conveyed at market value.

Background

This request was initiated by Ty Myers, developer of the Crossings Business Park, who owns APN 106-21-004B as shown on the attached area map. This portion of the Lorraine Drive right-of-way, 16,585 SF, has never been improved. During design and construction of the improvements to Willow Creek Road the Lorraine Drive intersection was purposely omitted from the project due its undesirable alignment with Willow Creek Road and crossing of Willow Creek.

Adjacent property owners have been notified of the abandonment request, and have not indicated any objection to the proposal or desire to purchase the portion of right-of-way adjoining their properties. The abandonment will not impact police or fire departments ability to respond to an emergency in the area.

A previous abandonment (Ordinance No. 4457) of a portion of Lorraine Drive was approved by Council in February 2005 as shown on the attached area map.

The right-of-way has been appraised by an independent third party appraiser at a value of \$23,900.00. The value of the right-of-way has been adjusted to reflect the encumbrance for the public utility easement. Mr. Myer will also pay \$265.00 for the processing and recording fees. The City will receive the total amount of \$24,165 00 for the abandonment.

Agenda Item: Adoption of Ordinance No. 4643-0845 to abandon a portion of Lorraine Drive north of Willow Creek Road and east of Crossings Drive

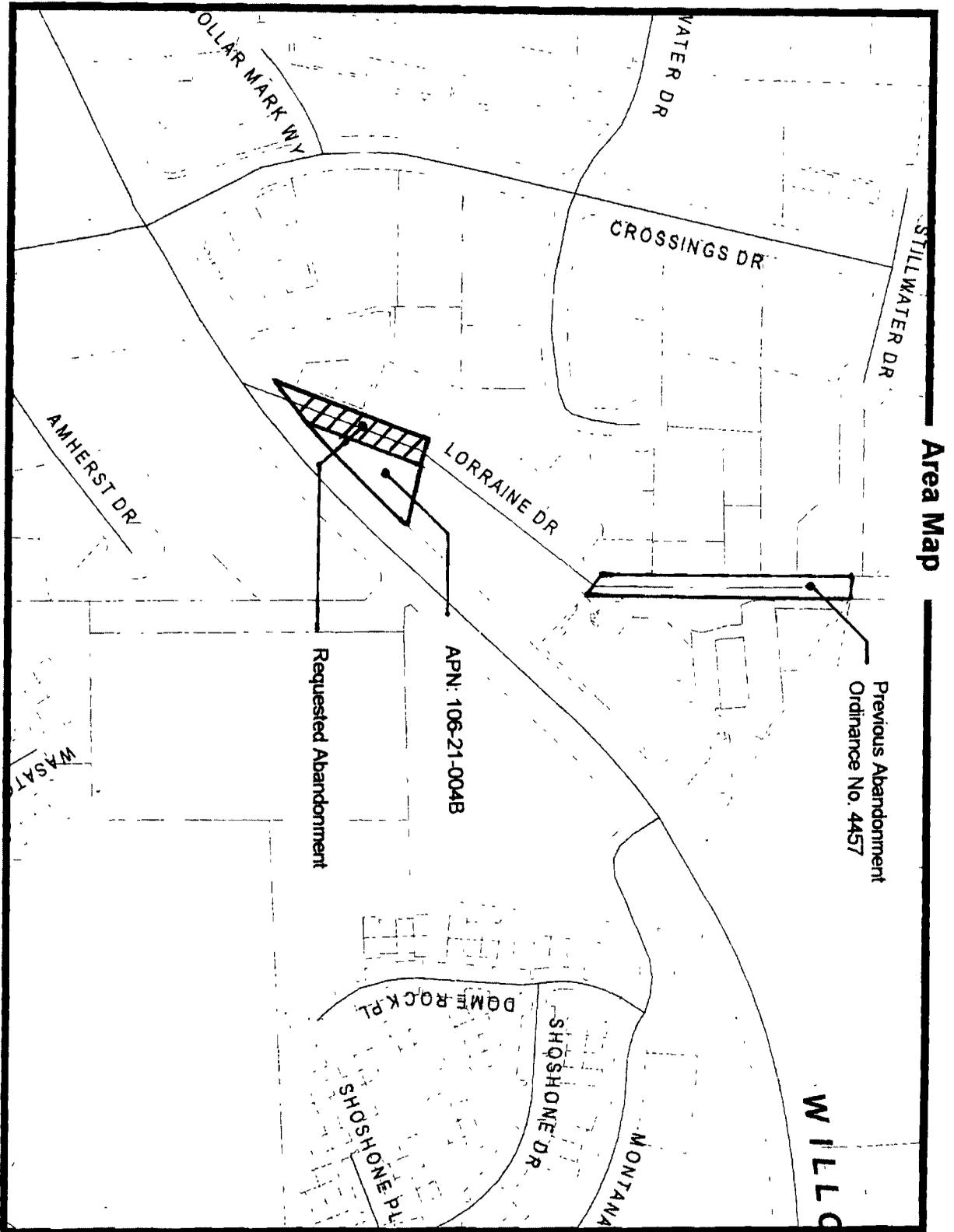
Budget

Credit Account No. 7-774-01

Attachments - Area Map
- Exhibit "A" Legal Description and Map of the Abandoned Right-of-Way

Recommended Action: MOVE to adopt Ordinance No. 4643-0845.

Agenda Item: Adoption of Ordinance No. 4643-0845 to abandon a portion of Lorraine Drive north of Willow Creek Road and east of Crossings Drive



Area Map

Agenda Item: Adoption of Ordinance No. 4643-0845 to abandon a portion of Lorraine Drive north of Willow Creek Road and east of Crossings Drive

EXHIBIT "A"

All that portion of the northeast quarter of Section 16, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Prescott, Yavapai County, Arizona, described as follows;

(Basis of Bearings is North 00°05'11" East, as measured from an illegible capped rebar at the east quarter corner of said Section 16; to a ½" rebar locally accepted as the northeast corner of said Section 16. Basis of Bearings is based on City of Prescott Datum.)

Commencing at the east quarter corner of said Section 16;

THENCE North 00°05'11" East, along the east line of the northeast quarter of said Section 16, a distance of 1477.46 feet to a point on the northwesterly right of way line of Willow Creek Road, as recorded in Book 6 Maps and Plats, Page 48, and Book 43 Maps and Plats, Page 56, Yavapai County Recorders Office;

THENCE South 42°43'39" West, along said northwesterly right of way line, a distance of 250.25 feet;

THENCE along a curve, along said northwesterly right of way line, concave to the northwest, having a radius of 1859.84 feet, a central angle of 08°06'23", an arc length of 263.14 feet, a chord bearing South 46°43'35" West and a chord length of 262.92 feet to a point on the easterly right of way line of Lorraine Drive, as recorded in Book 9 Maps and Plats, Page 66, Yavapai County Recorders Office, and the TRUE POINT OF BEGINNING;

THENCE continuing along same curve, along said northwesterly right of way line, concave to the northwest, having a radius of 1859.84 feet, a central angle of 02°56'58", an arc length of 95.74 feet, chord bearing South 52°14'51" West and a chord length of 95.73 feet to a point on the westerly right of way line of said Lorraine Drive;

THENCE North 20°45'40" East, along said westerly right of way line, a distance of 314.39 feet;

THENCE South 60°31'12" East, a distance of 50.58 feet to a point on the easterly right of way line of said Lorraine Drive;

THENCE South 20°45'40" West, along said easterly right of way line, a distance of 225.08 feet to the TRUE POINT OF BEGINNING.

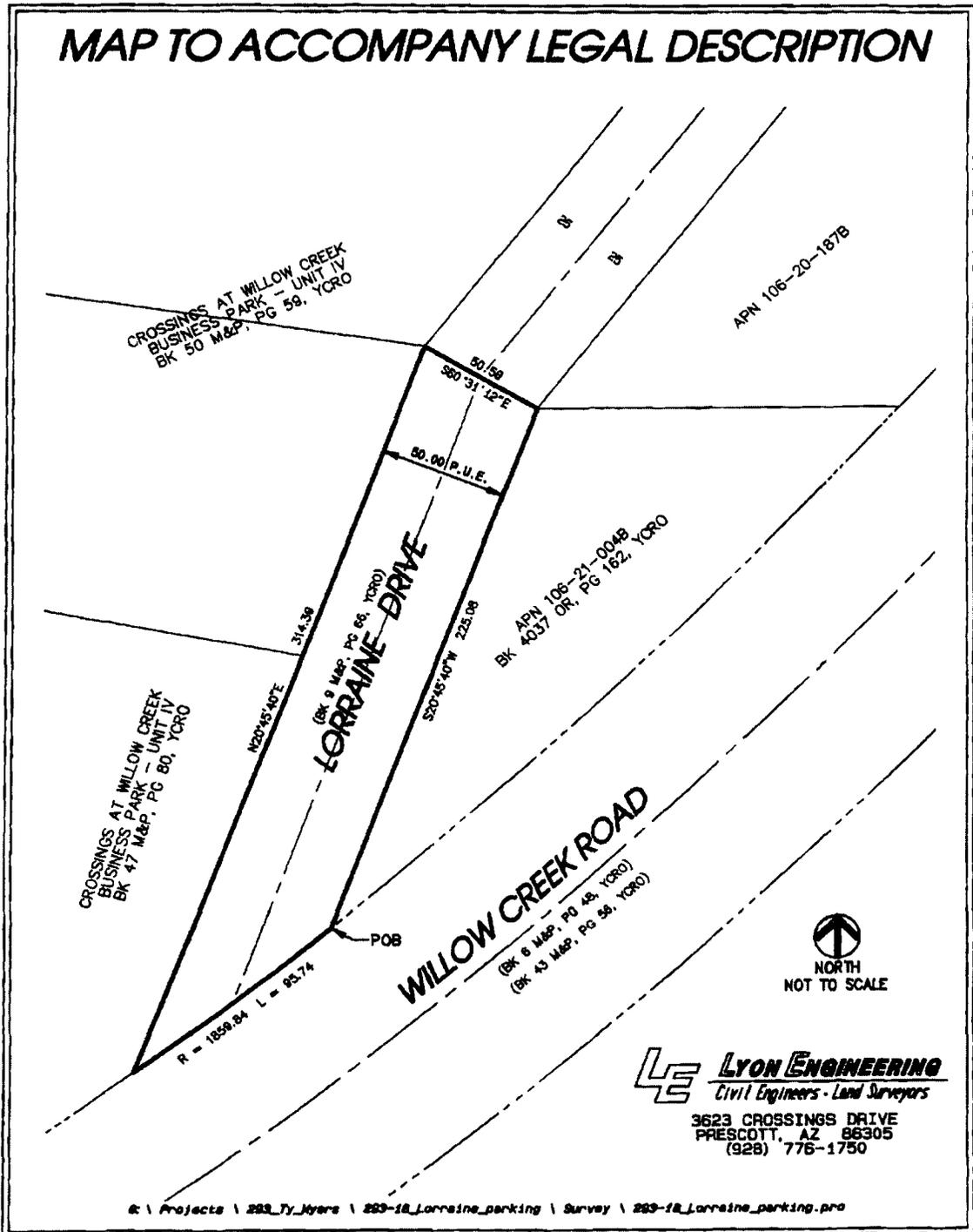
Containing 13,526 square feet or 0.31 acres, more or less.



1/28/2008

G:\Projects\293_Ty_Myers\293-18_Lorraine_parking\Documents\Legals\293-18_legal description.doc

Agenda Item: Adoption of Ordinance No. 4643-0845 to abandon a portion of Lorraine Drive north of Willow Creek Road and east of Crossings Drive



ORDINANCE NO. 4643-0845

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ABANDONING A PORTION OF UNUSED AND UNIMPROVED LORRAINE DRIVE LOCATED NORTH OF WILLOW CREEK ROAD AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH ABANDONMENT

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that a City Right-of-Way, more particular described in Exhibit "A", attached hereto and made a part hereof, is not needed nor likely to be needed within a reasonable future time by the City; and

WHEREAS, the City Council of the City of Prescott wishes to abandon a portion of that certain Right-of-Way as described on Exhibit "A"; retaining a public utility easement over the entire abandoned Right-of-Way for existing overhead and underground utilities located thereon; and to approve a request by Mr. Ty Myer to abandon a portion of Lorraine Drive right-of-way in order to expand his property which fronts both Willow Creek Road and Lorraine Drive; and

WHEREAS, the Right-of-Way value was appraised by an independent appraiser at \$23,900.00 and, therefore, will be conveyed to Mr. Myer at market price. The value of the Right-of-Way has been adjusted to reflect the encumbrance of the public utility easement. Mr. Myer will pay the amount of \$23,900.00 plus \$265.00 for filing, processing and recording fees for a total amount of \$24,165.00; and

WHEREAS, this abandonment is in compliance with ARS Section 28-7201 et seq.

ENACTMENTS:

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

SECTION 1. THAT certain municipal Right-of-Way as set forth in Exhibit "A", which constitutes an unimproved portion of that certain roadway described as a portion of Lorraine Drive right-of-way north of Willow Creek Road, consisting of 16,585 square feet, recorded at Book 9, Page 66, records of the Yavapai County Recorder, is no longer necessary for public use and the same is hereby vacated and abandoned.

SECTION 2. THAT title to that property set forth in Exhibit "A" shall vest in the owner of the adjacent property, located at 3110 Willow Creek Road proportionally as described in Exhibit "A", which is made a part of this action. Prior to such conveyance, the owner, Mr. Ty Myer, will pay to the City of Prescott pursuant to this abandonment the

appraised market value of \$24,165.00, which sum and consideration is determined to be commensurate with the value of the abandoned property, and includes payment to the City of Prescott in the sum of \$265.00 in accordance with PCC Section 8-2-14.

SECTION 3. THAT upon payment of the foregoing sum, the Mayor and staff are hereby authorized to execute a Quit-Claim Deed and any other instruments in order to carry out the conveyances as set forth herein.

SECTION 4. THAT the City of Prescott hereby retains any necessary, publicly-required access rights of way and public easements, as necessary for existing water, sewer, gas, electric, telephone and similar lines and appurtenances.

SECTION 5. That pursuant to ARS Section 33-404, the following disclosure is made:

The beneficiary of this abandonment is:

Chamberlain & Myers Development LLC
P.O. Box 10000
Prescott, AZ 86304

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 11th day of March, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – (March 4, 2008)
DEPARTMENT: Legal Department
AGENDA ITEM: Approval of Resolution 3884-0852 authorizing the City to enter into an Assignment Agreement pertaining to the Amended Effluent Sales Agreement (Contract No. 97-162A) with Hassayampa Golf Club, L.L.C. thereby assigning the rights and obligations under the existing Agreement the City has with Desert Troon Companies.

Approved By:	Date:
Department Head: Gary D. Kidd	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>02/28/08</i>

Item Summary – The Hassayampa Golf Club, L.L.C. has entered into an agreement to purchase and take over the Hassayampa Golf Course and facilities pertaining thereto. As part of this transaction and after working with staff, they have agreed to and anticipate being assigned and assuming the prior agreement that the City has with Desert Troon Companies. This process has entailed the new owners facilitating audits that are required by the prior agreement and not done by the prior owners as well as bringing the obligations of the prior owners into contract compliance.

Importantly, a sinking fund designed to ensure funds were available for replacement was never funded as required by the Contract. The new owners have funded \$250,000 to bring this fund into compliance with our agreement.

The new owners are requesting the opportunity to be assigned the original contract rights and obligations and have provided financial documentation as required by the contract assignment clause. The contract provides that assignment shall be freely allowed assuming financial wherewithal is adequate.

Attachments-

- 1) Assignment Agreement for of Amended Effluent Sales Agreement
- 2) Resolution No. 3884-0852
- 3) Letter from counsel for Hassayampa requesting council consideration
- 4) Hassayampa Financial Statement

Recommended Action: MOVE to adopt Resolution No 3884-0852
--

RESOLUTION NO. 3884-0852

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN ASSIGNMENT AGREEMENT PERTAINING TO THE AMENDED EFFLUENT SALES AGREEMENT CONTRACT NO. 97-162A WITH HASSAYAMPA GOLF CLUB, L.L.C., THEREBY ASSIGNING THE RIGHTS AND OBLIGATIONS UNDER THE EXISTING AGREEMENT, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott and Desert Troon Companies entered into a certain Amended Effluent Sales Agreement Between dated June 13, 2000, Contract No. 97-162A; and

WHEREAS, Hassayampa Golf Club, L.L.C. has purchased the Hassayampa Golf Course and desires to be assigned and assume the City's prior agreement with the Desert Troon Companies including the existing contract rights and obligations.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the assignment of the Amended Effluent Sales Agreement # 097-162A by Hassayampa Golf Club, L.L.C., Exhibit "A" attached hereto.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 11th 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'**ASSIGNMENT OF AMENDED EFFLUENT SALES AGREEMENT
(Hassayampa Golf Club)**

THIS ASSIGNMENT OF AMENDED EFFLUENT SALES AGREEMENT (``Assignment``) is entered into and shall be effective as of February 29, 2008 (``Assignment Effective Date``), by and among: (i) the CITY OF PRESCOTT, a municipal corporation of the State of Arizona (``City``); (ii) HASSAYAMPA GOLF CLUB, L.L.C., an Arizona limited liability company (``HGC``); and (iii) THE GOLF CLUB AT HASSAYAMPA, INC., an Arizona nonprofit corporation (``Golf Club``), in connection with that certain Amended Effluent Sales Agreement dated as of June 13, 2000 (``Effluent Agreement``).

Background

A. Pursuant to the Effluent Agreement, the City is obligated to supply and HGC is entitled to divert Wastewater in order to produce Effluent from the Hassayampa Village Wastewater Treatment Plant (``Treatment Plant``) up to the amounts (``Scheduled Amounts``) set forth in the Effluent Agreement.

B. Golf Club has acquired substantially all of the assets of HGC and assumed operational control of the Hassayampa Golf and Country Club (``Hassayampa Golf Club``).

C. Pursuant to Paragraph 17 of the Effluent Agreement, HGC has the right to assign freely its right to receive Effluent under the Effluent Agreement to a third party for use at the Hassayampa Golf Club. The only conditions to such assignment right of HGC are that (i) the assignee must agree in writing to comply with all of the terms and conditions of the Effluent Agreement, (ii) the assignee must have sufficient financial capability to perform under the Effluent Agreement and (iii) any necessary approvals of the applicable state and federal agencies must be obtained.

D. The parties have entered into this Assignment in order to evidence the assignment by HGC to Golf Club of HGC's rights under the Effluent Agreement and Golf Club's agreement to assume and comply with all of the terms and conditions of the Effluent Agreement.

Assignment

1. Definitions. Capitalized terms not otherwise defined in this Assignment shall have the meanings given them in the Effluent Agreement.

2. Assignment and Assumption. HGC hereby assigns and transfers to Golf Club all rights and obligations under the Effluent Agreement, and Golf Club hereby assumes and agrees

to perform HGC's rights and obligations under the Effluent Agreement. Golf Club agrees to comply with all of the terms and conditions of the Effluent Agreement. The City hereby acknowledges and consents to such assignment and assumption by Golf Club. From and after the Assignment Effective Date: (i) HGC will have no further liability or obligation under the Effluent Agreement; and (ii) all references in the Effluent Agreement to "HGC" will mean Golf Club.

3. Financial Capability. Golf Club represents and warrants that it has the financial capability to perform its obligations under the Effluent Agreement.

4. Use of Treatment Plant. Golf Club agrees that it will use the treatment plant and the influent and effluent systems in compliance with (i) all of the provisions of the Effluent Agreement, (ii) all applicable laws and regulations and (iii) all permits issued to the City and/or Golf Club in connection with the operations of the treatment plant and the influent and effluent systems.

5. Notices. All notices to Golf Club required under the Effluent Agreement shall be addressed as set forth below or to such other address as Golf Club shall from time to time notify the City in writing, and shall be sent certified mail, return receipt requested:

``Golf Club: The Golf Club at
Hassayampa, Inc.
2060 Golf Club Lane
Prescott, Arizona 86303

6. Miscellaneous. The parties hereby ratify and affirm the Effluent Agreement as amended by this Assignment. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, but all of which together will constitute one binding contract and instrument.

Executed as of the Assignment Effective Date, by:

HASSAYAMPA GOLF CLUB, L.L.C., an
Arizona limited liability company

By: _____
Gary Jones
Its: Executive Vice-President

THE GOLF CLUB AT HASSAYAMPA, INC, an
Arizona corporation

By: _____
Its: President

CITY OF PRESCOTT, a municipal corporation
of the State of Arizona

By: _____
Jack Wilson
Its: Mayor

Approved as to form:

Gary D. Kidd
City Attorney

Attest:

Liz Burke
City Clerk

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing was acknowledged before me this ___ day
of March 2008, by Jack Wilson, the Mayor of the City of Prescott,
a municipal corporation, who executed the foregoing on behalf of
the City, being authorized so to do for the purposes therein
contained.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this ___ day of _____ 2008, by Gary Jones, the Executive Vice-President of Hassayampa Golf Club, L.L.C., an Arizona limited liability company, who executed the foregoing on behalf of the company, being authorized so to do for the purposes therein contained.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing was acknowledged before me this ___ day of _____ 2008, by _____, the President of The Golf Club at Hassayampa, Inc., an Arizona corporation, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

Notary Public

My Commission Expires:

February 28, 2008

Mr. Gary Kidd
City Attorney
City of Prescott
221 South Cortez Street
Prescott, Arizona 86303

Re: Hassayampa Golf Club, L.L.C.
Assignment of Amended Effluent Sales Agreement

Dear Mr. Kidd:

In keeping with our conversations regarding the assignment by Hassayampa Golf Club, L.L.C. ("Hassayampa") to my client, The Golf Club at Hassayampa, Inc. ("The Golf Club"), of Hassayampa's rights and obligations under the Amended Effluent Sales Agreement dated as of June 13, 2000 between the City of Prescott and Hassayampa (the "Effluent Agreement"), this letter constitutes the request by The Golf Club and Hassayampa that the City of Prescott acknowledge and approve such assignment.

The assignment is being made by Hassayampa to The Golf Club in connection with the purchase by The Golf Club from Hassayampa of all of the real property and other assets comprising the Hassayampa Golf course operation. The Golf Club is presently comprised of approximately one hundred seventy equity members who are current and new members of the Hassayampa Golf Club. These equity members have to date contributed approximately \$1,700,000 of capital to The Golf Club.

At a recent meeting between the parties, it was determined that it is in the best interests of the parties, the members of the Hassayampa Golf Club, the persons employed at the Hassayampa Golf Club and the property owners in the Hassayampa development that the closing of the purchase by The Golf Club occur this month. Therefore, it was agreed that the closing of the sale and purchase would occur on February 29, 2008.

Therefore, Hassayampa and The Golf Club need your assistance in expediting the approval of the Assignment of Amended Effluent Sales Agreement (the "Assignment Agreement"), a copy of which is enclosed herewith. Pursuant to Paragraph 17 of the Effluent Agreement, Hassayampa has the right to assign freely its right to receive effluent under the Effluent Agreement to a third party for use at the Hassayampa Golf Club. The only conditions to such assignment right of Hassayampa are that (i) the assignee must agree in writing to comply with all of the terms and conditions of the Effluent Agreement, (ii) the assignee must have sufficient

Mr. Gary Kidd
City Attorney
City of Prescott
2/28/2008
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financial capability to perform under the Effluent Agreement and (iii) any necessary approvals of the applicable state and federal agencies must be obtained.

The Assignment Agreement addresses each of such conditions. Paragraph 2 sets forth the assignment by Hassayampa, and agreement by The Golf Club to comply with all of the terms and conditions of the Effluent Agreement. It also includes the consent by the City of Prescott to such assignment and a release of Hassayampa from any further liability thereunder. Paragraph 3 is a representation by The Golf Club that it has sufficient financial capability to perform under the Effluent Agreement. I have enclosed the current financial information of The Golf Club. Paragraph 4 states that The Golf Club will use the treatment plant and the influent and effluent systems in the same manner and at the same locations as have previously been approved by all applicable state and federal authorities. The current permits for the operations of the treatment plant and the influent and effluent systems were issued in the name of the City of Prescott. The assignment will result in no change in that arrangement.

The City has previously notified Hassayampa of certain ongoing breaches by Hassayampa of the provisions of the Effluent Agreement. In particular, the City was concerned that Hassayampa has failed to make contributions to, and to maintain a balance of \$250,000 in, the sinking fund as required by Paragraph 4(c) of the Effluent Agreement. This letter is to confirm that on or about February 29, 2008, in connection with its purchase of the Hassayampa Golf Club assets and operations, The Golf Club will deposit the sum of \$250,000 into an account at the National Bank of Arizona (the "Sinking Fund Account") which monies will be earmarked as the sinking fund monies to be used pursuant to Paragraph 4(c) of the Effluent Agreement. Following the closing, I will provide to you documents evidencing the creation and funding of such Sinking Fund Account. In addition, the City was concerned that Hassayampa has failed to provide each year an accounting to the City of monies expended by Hassayampa to operate and maintain the treatment plant as required by Paragraph 4(c) of the Effluent Agreement. Enclosed herewith you will find copies of itemized accountings of the expenditures by Hassayampa to operate and maintain the treatment plant during the years 2005 through 2007. It is Hassayampa's and The Golf Club's understanding and opinion that such actions and accountings will cure any outstanding breaches of the Effluent Agreement.

Therefore, Hassayampa and The Golf Club respectfully request that the City of Prescott acknowledge and approve the assignment by Hassayampa to The Golf Club of Hassayampa's rights and obligations under the Effluent Agreement pursuant to the terms of the Assignment Agreement. It is my understanding that this matter will be included on the Agenda for the March 4, 2008 Study Session of the City Council and can then be voted on at the March 11, 2008 City Council meeting. Your assistance in ensuring that such timetable is met is greatly appreciated. Following the closing of the sale to The Golf Club, I will provide to you copies of the Assignment Agreement signed by officers of The Golf Club and Hassayampa which can, in turn, be signed by the appropriate City officials following the vote on March 11th. In the interim, if

Mr. Gary Kidd
City Attorney
City of Prescott
2/28/2008
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you or the members of any other departments of the City of Prescott have any questions regarding this matter or require any additional information, please do not hesitate to contact me.

Following the closing, representatives of The Golf Club and I would like to meet with the appropriate individuals at the City to clarify the manner in which the sinking funds may be used and replenished and to agree upon the present components of the influent system. At such time, it may be beneficial to agree upon certain amendments to the Effluent Agreement to evidence our agreements as to such matters.

In closing, I want to thank you personally and on behalf of my client for your continuing assistance with this matter.

Very truly yours,

James D. Atkinson
Attorney at Law

JDA:

Enclosures: As noted.

cc: The Golf Club at Hassayampa, Inc.

THE GOLF CLUB AT HASSAYAMPA, INC.
SUMMARY OF OPERATIONS
FOR THE YEARS 2006 THROUGH 2010

	2006 Actual	2007 Estimated	2008	Projected 2009	2010
Revenue:					
Membership dues	\$ 1,854,410	\$ 1,903,839	\$ 1,886,040	\$ 1,982,400	\$ 2,197,020
Food and beverages	691,093	676,029	769,310	846,000	931,000
Golf shop merchandise	203,597	175,219	202,900	223,000	245,000
Green fees	105,400	124,968	171,820	198,000	208,000
Cart fees and locker rentals	264,019	254,482	285,690	297,000	322,000
Fitness center	16,581	23,290	13,025	19,000	19,000
Sale of non-equity social memberships		70,000	75,000	75,000	75,000
Total revenues	3,135,100	3,227,827	3,403,785	3,640,400	3,997,020
Expenses:					
Salaries and related expenses	1,650,273	1,754,672	1,771,010	1,864,000	1,959,000
Cost of food, beverages and merchandise	420,864	369,538	415,868	442,000	486,000
Water treatment plant	465,783	426,004	489,734	513,000	525,000
Golf course maintenance and landscaping	246,082	236,638	268,515	289,000	312,000
Buildings and grounds, including utilities	158,179	143,126	152,085	163,000	174,000
Insurance, taxes, telephone, office supplies, etc.	447,695	393,400	296,420	310,000	320,000
Golf carts and golf operations	77,306	87,955	99,046	110,000	120,000
Other operating expenses	110,421	113,212	128,160	132,000	136,000
Total expenses	3,576,603	3,524,545	3,620,838	3,823,000	4,032,000
Operating profit (loss), excluding depreciation	\$ (441,503)	\$ (296,718)	\$ (217,053)	\$ (182,600)	\$ (34,980)

DISCUSSION OF ASSUMPTIONS AND RISK FACTORS PERTAINING TO THE FINANCIAL FORECAST

The following assumptions have been used in preparing the projections of Summary of Operations, and Cash Flows for the periods 2008 through 2010. Estimated amounts shown for 2007 are based on actual operations for the year through the month of September, projected through the remainder of the year by club management. While the Steering Committee has used its best efforts to assure the reasonableness of the assumptions, future events could cause actual results to be materially different from those in the projections.

Membership

Members transitioning from current membership categories to Charter membership categories in the New Club include 76 members who have refundable memberships, 76 non-refundable members, and 20 social members for a total of 172 members..

For purposes of this forecast all golf memberships are presumed to be sold at \$30,000. Also, 20 new golf members are projected to join each year. The Club has a history of selling memberships at these levels and the Membership Committee believes that the establishment of a member-owned club, an active marketing program, and enhanced services will sustain these levels.

New non-equity social memberships are projected at 15 each year from 2008 through 2010. New equity social memberships are projected at 5 each year during this period.

Resigned former equity members are projected to decline as fewer members resign and more such members are paid off on the basis of one payoff for every three new golfing members.

Although there is the opportunity to realize a gain from the redemption of a membership by a resigning member, such opportunity is likely a long-term proposition since there is a limited resale market for memberships in golf and social clubs.

Any opportunity for a gain to be realized by a resigning member upon the redemption of their membership is contingent upon the then current price of golf memberships. Should the price of golf memberships not increase above \$40,000, there would be no potential for a gain.

Summary of Operations

Membership dues are projected on the basis of the number of members shown in each category, multiplied by the monthly dues using the following dues rates:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Golf Members	\$540	\$580	\$625
Social Members	\$140	\$150	\$160.

Projected revenues from food and beverage operations, sale of merchandise, green fees, cart fees and locker rentals, and the fitness center have been reviewed by the Steering Committee and take into account estimated growth in membership, greater utilization of facilities and inflation.

All operating expenses, other than the water treatment plant, have also been reviewed by the Steering Committee and take into consideration expected changes in staffing, inflation, and operating efficiencies. Expenses relating to the water treatment plant were reviewed by the Steering Committee and are being reviewed by our outside consultants. In the opinion of the Steering Committee, projected expenses and capital costs are reasonable estimates.

Cash Flows

Operating profit (loss) flows directly from the Summary of Operations.

Changes in accounts receivable and other assets as well as changes in accounts payable and accrued liabilities are based on historical data except for 2008. The large changes in that year result from the transition to the New Club, since the New Club starts with no such assets or liabilities.

Cash from membership conversions equals 172 member conversions at \$10,000 each.

Cash from sale of golf memberships reflects the use of membership rates of \$30,000. Sale of Equity social memberships are projected at \$10,000 each. In 2006, all social membership sales were considered to be non-operating cash flow, rather than operating revenue. Commencing in 2007 non-equity social memberships are considered operating revenue. Sale of equity social memberships are considered non-operating cash flow since they are refundable.

Payments to resigned equity members are based on the projected sales of new golf memberships, and resulting payments to resigned members in accordance with the Membership Plan. The mix of amounts to be paid to resigned equity members is based upon the initiation fee they paid when they became members and the historical mix of resigned member's payments.

Purchases of machinery and equipment are based upon a review of existing equipment by the Steering Committee and their best judgment of the expected timing and cost of replacement.

Possible Shortfall of Funds

The Steering Committee has taken into consideration the need for raising member capital contributions that will be sufficient to cover not only the purchase transaction, but to cover replacement of equipment, working capital and operating deficits. It is possible that the projected need for funds could fall short of expectations because of unexpected equipment replacement needs, operating deficits in excess of those projected, and lower new membership sales than projected. Under such circumstances, the Board of Directors would be required to seek additional funds, or defer expenditures for equipment to a later period. The need for additional funds could require use of lines of credit, leasing, or other financing programs. In that event the resulting interest would increase the cost of operations, further increasing operating deficits.

THE GOLF CLUB AT HASSAYAMPA, INC.
 PRO-FORMA BALANCE SHEET
 AS OF THE DATE OF TRANSITION

ASSETS:	
Cash and notes receivable	\$ 1,210,000
Golf merchandise, food and beverage inventories, at cost (Note 1)	120,000
Golf course, club house, furniture, fixtures and equipment, at cost (Note 2)	5,063,000
Organization expenses	125,000
Total	<u>\$ 6,518,000</u>
LIABILITIES AND MEMBERS' EQUITY	
Accounts payable	\$ 125,000
Notes payable arising from Club purchase	<u>500,000</u>
Obligation to the Prescott Community Facilities District bearing interest at 7.75 %, due in annual installments of \$49,000	683,000
Due to resigned members - non-interest bearing obligations due over several years (Note 3)	<u>2,500,000</u>
Due to non-resigned members - non-interest bearing obligations (note 4):	
Deposit amounts	4,500,000
Discount to reduce to present value	<u>(3,500,000)</u>
Approximate present value of obligations	1,000,000
Members' equity	<u>1,710,000</u>
Total	<u>\$ 6,518,000</u>

Notes:

1. Golf merchandise, food and beverage inventories represent the estimated amount of such inventories to be purchased as part of the acquisition. The actual amounts will be determined at the date of purchase.
2. The cost of the facilities to be acquired represents the amount to be paid to the developer, plus the liabilities to be assumed, less the cost of inventories.
3. Amounts due resigned members represent the refundable portion of the initiation fee originally paid by these members. One payment is made to a resigned member for every three new golf memberships sold.
4. This obligation represents the refundable portion of the initiation fee paid by former equity members who are still active members. Since this obligation is of a long-term nature and is non-interest bearing, the gross amount has been discounted to its approximate present value, in accordance with generally accepted accounting principles.

THE GOLF CLUB AT HASSAYAMPA, INC.
 CASH FLOWS
 FOR THE YEARS 2006 THROUGH 2010

Sources of Cash:

	2006 Actual	2007 Estimated	Transition	2008	Projected 2009	2010
Operating profit (loss), excluding depreciation	\$ (441,503)	\$ (296,718)		\$ (217,053)	\$ (182,600)	\$ (34,980)
Changes in accounts receivable and other assets	(38,387)	(20,000)		(200,000)	(30,000)	(35,000)
Changes in accounts payable and accrued liabilities	(18,425)	15,000		200,000	30,000	35,000
Membership conversions			\$ 1,710,000			
Sale of memberships:						
Golf	810,000			600,000	600,000	600,000
Social (equity social in 2008 through 2010)	150,000			45,000	45,000	45,000
Total sources of cash	461,685	(301,718)	1,710,000	427,947	462,400	610,020

Uses of Cash:

Purchase of golf course and other facilities			500,000			
Organization expenses				125,000		
Principal payments on City of Prescott obligation				49,000	49,000	49,000
Payments to resigned equity members:						
At \$20,000	40,000	40,000				
At \$35,000	70,000					
At \$40,000	80,000	80,000		212,000	247,000	247,000

Uses of Cash:
 Purchase of equipment for the Water Treatment Plant
 Repairs and purchase of furniture, machinery and equipment

Total uses of cash	228,181	170,000	500,000	671,000	620,000	621,000
Excess (deficiency) in cash flow	\$ 233,504	\$ (471,718)	1,210,000	(243,053)	(157,600)	(10,980)

Cash Balance:

Beginning of year				1,210,000	966,947	809,347
End of year				\$ 1,210,000	\$ 966,947	\$ 809,347
					\$ 809,347	\$ 798,367

COUNCIL AGENDA MEMO – March 4, 2008	
DEPARTMENT:	Utilities
AGENDA ITEM:	Interim Arsenic Treatment Project Update

Approved By:	Date:
Department Head: Jim Ciaffoni	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>Ellwood</i>	<i>02/28/08</i>

Item Summary

This information is to update the Council on recent, positive developments in progress toward the permitting and planned installation of interim arsenic treatment equipment at five (5) City of Prescott well-site locations within the Town of Chino Valley.

Background

Applications for Conditional Use Permits (CUP's) to install this equipment at four (4) of the five (5) well-sites were submitted voluntarily by the City to Chino Valley on September 14, 2007, in a process that was expected to be complete by January 1, 2008. The fifth site (well-site 1/2) was deferred for processing by Chino Valley on September 14, 2007, under the premise that it should be considered concurrently with improvements to that same site planned for the Big Chino Water Importation Project, in order to consider cumulative visual impact.

CUP processing of the first four well sites had been delayed until recently due to different views of the parties concerning what constitutes reasonable mitigations for visual and operational impacts. Through negotiations among the Mayors, Managers, and departmental personnel of the respective entities, the issues have been resolved to the point of now being able to submit building permits for the planned work pursuant to the CUP approval. The equipment vendor, Layne Christensen Company, is presently working with Chino Valley to ensure that their first building permit application submittal is as complete as possible. The Utilities Department is supporting Layne Christensen in this effort per contractual provisions and in the interest of expediting installation of the equipment at the earliest possible date.

With the recognition by Chino Valley of the separate timetable for the Big Chino Water Project, and cooperation of the Town, the processing of the CUP for well-site 1/2 is also being expedited within the constraints of the applicable public notification and review time requirements. At this point, the following meetings are scheduled to take place at the Town Hall in Chino Valley for well-site 1/2:

- 4:00 PM, March 17, 2008 Chino Valley Town Hall Neighborhood Meeting
- 6:00 PM, March 20, 2008 Chino Valley Town Hall P&Z Commission Meeting

Agenda Item: Interim Arsenic Treatment Project Update

With respect to well-site 1/2, the CUP process is expected to take another two (2) months beyond the P&Z Meeting, resulting in building permits for this site being applied for in the late May-early June timeframe.

Assuming prompt review and approval of the building permits for the other four (4) well-sites by Chino Valley, and the ability of Layne Christensen to resume activities on this project after the delay to date, installation of the equipment at those sites is anticipated to begin by April 1, 2008, and be complete by the end of July, 2008. The wells with the highest arsenic contents will be prioritized for installation and operation.

Budget

Layne Christensen has inform the City that even though they have experienced a delay beyond their control in completing the contract (Completion Date: January 1, 2007), they are only interested in being granted flexibility in extending the contract schedule and being paid for the interest charge they have incurred on capital invested in this project to date. This is seen as a very reasonable position on their part. Layne Christensen has asked that the effective date of interest-related reimbursement be the originally-determined contract completion date, and continue until the equipment is installed and operational. The Utilities Department is reviewing documentation provided by Layne Christensen for their capital investment, and will provide a more complete analysis and recommendation for Council at an upcoming meeting.

Recommended Action: None – for information and discussion only.