



PRESCOTT CITY COUNCIL JOINT VOTING /SPECIAL MEETING AGENDA

PRESCOTT CITY COUNCIL
JOINT VOTING/SPECIAL MEETING
TUESDAY, JUNE 24, 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 Joint Voting/Special Meeting 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:** Sam Webb, Fire Department Chaplain

◆ **PLEDGE OF ALLEGIANCE:** Councilman Luzius

◆ **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. PUBLIC COMMENT (Please limit your comments to five minutes)

- A. Representative from the Jaycees re the Whiskey Row Street Dance.
- B. Ed Compton re Privatization of the Golf Course.
- C. Ed Brogan re Indian Hill.
- D. Paddie Braden re City Improvements.

II. PROCLAMATIONS

- A. June 26, 2008 as *March of Dimes Day*.
- B. June 28, 2008 as *Yavapai Big Brothers Big Sisters Day*.
- C. July 12, 2008 as *Ringling Bros. and Barnum & Bailey Day*.

III. PRESENTATIONS

- A. Introduction of New Businesses.

IV. CONSENT AGENDA

CONSENT ITEMS A THROUGH M LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCILMEMBER SO REQUESTS.

- A. Approve Focused Future II Community and Economic Development 3-5 Year Strategic Plan.
- B. Approve a three-year Economic Development Agreement with Prescott Historical Society, Inc. in an annual amount not to exceed \$12,500.00.
- C. Approve a consulting contract for court-related computer services with M.C. Woodfill & Associates.
- D. Adopt Resolution No. 3895-0863 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement with the Town of Prescott Valley, the Central Yavapai Fire District, the Groom Creek Fire District, the Williamson Valley Fire District, the Chino Valley Fire District and the Yavapai Community College District for the provisions of consolidated dispatch services, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

- E. Approve lease agreement with Chartier Drywall, LLC to house the Fire Department's Fuels Crew in the amount of \$2,585.00 per month for rent and \$150.00 per month to include all utilities.
 - F. Award a contract to Duke's Root Control, Inc. in the amount of \$104,722.00 for the application of root control agents to the sanitary sewer system.
 - G. Award a contract to Asphalt Paving and Supply, Inc., in the amount of \$317,510.70, for the Sundog Wastewater Treatment Plant Pavement Reconstruction Project.
 - H. [Adopt Resolution No. 3897-0865 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, approving a utility agreement between the City of Prescott and the State of Arizona to relocate and upgrade a City waterline, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.](#)
 - I. Award a bid for the Annual Striping and Pavement Marking Project to Traffic Safety Inc., in the amount of \$130,995.92.
 - J. Adopt Ordinance No. 4657-0859 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona abandoning portions of Adams Avenue and Kile Street located south of Iron Springs Road near the intersection of Meadow Ridge Road, retaining any necessary public utility easements, and authorizing the Mayor and City staff to take all necessary steps to effectuate such abandonment.
 - K. Approve contract with AT Systems Security for Granite Street Parking Garage security services in an amount not to exceed \$43,800.00.
 - L. Award annual contract for legal advertisement of public notices to Prescott Newspapers, Inc. (Daily Courier) for Fiscal Year 2009 at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.
 - M. Approve the Minutes of the Prescott City Council Regular Voting Meeting of May 13, 2008, the Study Session of June 3, 2008 and the Workshop of June 3, 2008.
- V. REGULAR AGENDA**
- A. [Reappointment of members to the Fire Board of Appeals.](#)
 - B. Public Hearing and consideration of liquor license application from Song Pok Kwak, agent for DO5M, LLC, for a Series 9, *Liquor Store*, license for Liquor Barn located at 405 West Goodwin Street.

- C. Adoption of Ordinance No. 4656-0858 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the purchase of real properties, easements and improvements from Donald A. Guzzo, Nicholas and Lorraine Guzzo, Donald and Joan Guzzo Nicholas and Lorraine Guzzo Joint Tenants with Rights of Survivorship, Michael S. Drew, Rutkowski Family Trust, Dale and Vanessa Coffman, Robert and Michele Flori for the widening of Williamson Valley Road, and authorizing the Mayor and staff to execute any and all document to effectuate said purchases.
- D. Endorsement of creation of a Mayor’s Advisory Committee on Unsewered Areas.
- E. Adoption of Resolution No. 3898-0866 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona rescinding Resolution No. 3890-0857 and adopting certain fees at Ernest A. Love Field.
- F. Consideration and possible settlement in City of Prescott v. Safe Harbor.
- G. Public Hearing on the Final Budget for Fiscal Year 2009 including expenditure limitation and proposed tax levy.

VI. ADJOURNMENT

SPECIAL MEETING

- 1. Call to Order.
- 2. Adoption of Resolution No. 3896-0854 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, finally determining and adopting estimates of proposed expenditures for the Fiscal Year 2009, and declaring that the same shall constitute the budget for the City of Prescott for said fiscal year and establishing the expenditure limitation and adopting the Capital Improvement Program for Fiscal Years 2009 through 2013, approving and updating the job roster for the City of Prescott and setting forth its determination as to unfunded capital and other unfunded budgetary requests.
- 3. Adjournment of Special Meeting.

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, City Clerk

PROCLAMATION

“March of Dimes Day”

June 26, 2008

WHEREAS, the mission of the March of Dimes is to improve the health of babies by preventing birth defects, premature birth and infant mortality; and

WHEREAS, premature birth is the leading cause of newborn death; and

WHEREAS, in 2007 more than 520,000 babies born in the U.S. were born preterm, and premature birth is increasing at an alarming rate; and

WHEREAS, in an average week in Arizona 239 babies will be born prematurely and 12 will die before their first birthdays. One in eight babies born in Arizona is born more than three weeks before they are due; and

WHEREAS, babies born prematurely are at higher risk for lifelong disabilities and chronic illnesses including cerebral palsy, vision and hearing impairment, physical and mental disabilities and respiratory conditions such as asthma; and

WHEREAS, there is no known reason why about 50 percent of these babies are born too soon. The March of Dimes is determined to find answers to reduce the rate of preterm births; and

WHEREAS, research breakthroughs funded by the March of Dimes, such as surfactant treatment to help preterm babies with underdeveloped lungs to breathe, are already saving the lives of countless babies who were born prematurely; and

WHEREAS, the March of Dimes funds education and programs across Arizona to increase awareness of the warning signs of preterm labor, and provides grants for programs to improve birth outcomes; and

WHEREAS, the March of Dimes has a 70 year history of success in funding research to improve public health, starting with the development of the polio vaccine that has eradicated the threat of the disabling and deadly virus in the U.S. and nearly every other part of the world; and

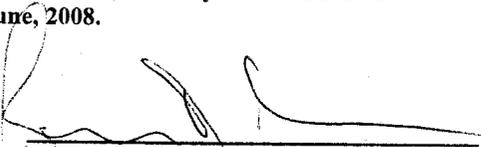
WHEREAS, Prescott volunteers and contributors have played an important role in helping to give Arizona's babies the best chance for a healthy start in life by supporting the March of Dimes.

NOW THEREFORE, I, Jack Wilson, Mayor of the City of Prescott, Arizona, do hereby declare June 26, 2008 as:

March of Dimes Day

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 24th day of June, 2008.





JACK WILSON, MAYOR
City of Prescott

ATTEST:

PROCLAMATION

“Yavapai Big Brothers Big Sisters Day” June 28, 2008

WHEREAS, we acknowledge that children are one of our most important resources; and

WHEREAS, we acknowledge there are hundreds of At Risk Youth in our community; and

WHEREAS, one to one mentoring is the most effective way to positively impact these children’s’ lives; and

WHEREAS, Yavapai Big Brothers Big Sisters has been serving our community for nearly four decades and has provided mentors to over 7,000 children; and

WHEREAS, the community is providing Yavapai Big Brothers Big Sisters the resources to significantly expand program services to meet our children’s growing needs; and

WHEREAS, a celebration of the accomplishments of our community in support of Yavapai Big Brothers Big Sisters is clearly in order.

NOW THEREFORE, I, Jack D. Wilson, Mayor of the City of Prescott, Arizona, do hereby proclaim June 28, 2008 as:

YAVAPAI BIG BROTHERS BIG SISTERS DAY

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 24th day of June 2008.



[Handwritten Signature]

JACK D. WILSON, MAYOR
City of Prescott

ATTEST:

[Handwritten Signature]
ELIZABETH A. BURKE, CITY CLERK
City of Prescott

**“RINGLING BROS. and
BARNUM & BAILEY DAY”**

July 12, 2008

WHEREAS, since its first show in 1871, the spirit of artists performing in what has become known as *The Greatest Show on Earth* has fascinated onlookers and established the foundation for success of the Ringling Bros. and Barnum & Bailey Circus; and

WHEREAS, Ringling Bros. is a 138-year tradition that combines the classics – extraordinary animal performances, captivating clown escapades and daring high-wire acts; and

WHEREAS, the Feld brothers were successful pioneers in the rock ‘n’ roll concert tour business and familiar with new concert arenas sprouting up across the country, and wanting to preserve the American tradition of Ringling Bros., assumed responsibility for promoting the show in 1957; and

WHEREAS, Ringling Bros. unites Hispanic cultures with the ageless circus tradition by creating a special presentation for its Spanish-speaking guests in 12 select markets across the country; and

WHEREAS, Ringling Bros. has offered special performances to schoolchildren for a number of years, along with backstage blind touch tours presented to schools for the visually impaired and hearing impaired; and

WHEREAS, CircusFit is a new national fitness program introduced by Ringling Bros. and Barnum & Bailey that encourages America’s youth to lead healthy, active lifestyles; and

WHEREAS, animals are an integral part of *The Greatest Show on Earth*, Feld Entertainment is committed to the highest standards in the care of animal performers.

NOW THEREFORE, I, Jack D. Wilson, Mayor of the City of Prescott, Arizona, do hereby proclaim July 12, 2008 as:

RINGLING BROS. AND BARNUM & BAILEY DAY

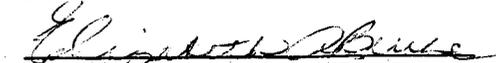
IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 24TH day of June, 2008.





JACK D. WILSON, MAYOR
City of Prescott

ATTEST:



ELIZABETH A. BURKE, CITY CLERK

RESOLUTION NO. 3897-0855

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A UTILITY AGREEMENT BETWEEN CITY OF PRESCOTT AND THE STATE OF ARIZONA TO RELOCATE AND UPGRADE A CITY WATERLINE, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the State of Arizona desires to make certain improvements to Highway 89 in Yavapai County; and

WHEREAS, the State of Arizona and City wish to engage in cooperative endeavors to provide for such improvements and the relocation and upgrading of the City's waterline located in the project area of the State's improvements to Highway 89; and

WHEREAS, ARS §§11-951 and 11-952 authorize "public agencies" such as Prescott and the State to enter into a utility agreement to contract for construction services.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached "Utility Agreement Between the State of Arizona and the City of Prescott."

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached "Utility Agreement Between the State of Arizona and the City of Prescott" 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 24th day of June, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

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COUNCIL AGENDA MEMO – 06/24/2008

DEPARTMENT: City Council

AGENDA ITEM: Reappointment of Members to the Fire Board of Appeals

Approved By:

Date:

Council Appointment Committee: Mayor Wilson, Councilwoman Suttles, and Councilman Luzius	06/19/2008
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>6/19/08</i>

Item Summary

The terms on the following board members expire as indicated, and the Council Appointment Committee is recommending reappointment of these members:

George Taylor	Term Expires 06/2008	First Appointed 06/2004
Dan Fraijo	Term Expires 07/2008	First Appointed 06/2004
Judith Haley	Term Expires 07/2008	First Appointed 06/2004

The Fire Board of Appeals was established by Ordinance No. 1650 in December 1983, as required under Section 2.302 of the Uniform Fire Code, in order to pass upon matters pertaining to the Fire Code to determine the suitability of alternate materials or methods of fire protection and to provide for reasonable interpretations of the provisions of the Fire Code. The Chairman is appointed for a three-year term; members are appointed for two-year terms.

Recommended Action: **MOVE** to accept Council Appointment Committee recommendation to reappoint George Taylor to the Fire Board of Appeals, term to expire June 2010, and reappoint Judith Haley and Dan Fraijo to the Fire Board of Appeals, terms to expire July 2010.

COUNCIL AGENDA MEMO – June 24, 2008	
DEPARTMENT:	City Manager
SUBJECT:	Policy for extending City service into unsewered developed areas

Approved By:		Date:
Deputy City Manager:	Craig V. McConnell <i>Craig McConnell</i>	6-20-08
City Manager:	Steve Norwood <i>Steve Norwood</i>	6/20/08

Purpose

Following six (6) workshops and discussion at the study session of June 17, 2008, direction was given to place an item on the June 24, 2008, agenda for Council endorsement of a Mayor's Advisory Committee on Unsewered Areas as outlined by the attached document. The Council additionally expressed an interest in incorporating several proposals by Councilman Roecker into the Committee's scope of operation.

Attachment - Mayor's Advisory Committee overview

<p>Recommended Action: That the Council consider the following motion: MOVE to endorse creation of a Mayor's Advisory Committee on Unsewered Areas.</p>
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CITY OF PRESCOTT
P.O. Box 2059
Prescott, AZ 86302
928-777-1270

Mayor Jack D. Wilson



Councilman Bob Bell
Councilman Jim Lamerson
Councilwoman Lora Lopas
Councilman Bob Luzius
Councilman Bob Roecker
Councilwoman Mary Ann Suttles

June 24, 2008

Establishment of Mayor's Advisory Committee on Unsewered Areas Policy

With the concurrence of the Prescott City Council I am announcing the formation of the Mayor's Advisory Committee on Unsewered Areas Policy.

This committee will be chaired by former council member Marlin Kuykendall to evaluate all potential options for a City of Prescott Unsewered Areas Policy.

This committee will consist of up to nine (9) people appointed by me. They are listed in the table below and include Marlin Kuykendall as the chair and representatives from the four unsewered areas under consideration. Given that the North Prescott area is by far the largest of these areas we will have three (3) representatives from that area and one (1) each from the other three areas: Antelope Hills, White Oak Circle, and White Cloud Lane.

Prescott Creeks has been deeply involved in tracking pollution in creeks, streams and lakes. Their representative will be Michael Byrd, Executive Director of Prescott Creeks.

Councilwoman Lora Lopas will serve as the City Council liaison. She will provide the interface for this committee's requests for city staff support.

Committee Members

Area	Representative
Committee Chair	Marlin Kuykendall
North Prescott	Jim Hazelbaker
North Prescott	Adam Gabriella
North Prescott	Richard DeLaveaga
Antelope Hills	John Reed, President Antelope Hills HOA
White Oak Circle	Gary Worob
White Cloud	Khristine Davenport, owner White Oak Trailer Park
Prescott Creeks	Michael Byrd, Executive Director
Prescott City Council Liaison	Lora Lopas, Councilwoman

Committee Charter

This committee is chartered as follows:

- 1) Has the ability to request appropriate City of Prescott staff support as needed to gather data and/or investigate technical or legal questions related to the following items. Those requests shall be channeled through the City Council Liaison, Councilwoman Lora Lopas. Councilwoman Lopas will coordinate requests through a Deputy City Manager to ensure staff workloads are balanced and not overburdened.
- 2) Evaluate all options to address public safety issues within the four identified unsewered areas.
- 3) Evaluate all options to determine if sewerage of these areas can be made affordable to residents of these areas, especially retirees on fixed incomes.
- 4) Consider all sources of pollution impacting Prescott including Yavapai County locations by obtaining data from Yavapai County Health Department representatives.
- 5) Focus on a win-win solution acceptable to residents of the four unsewered areas, to all citizens of the city, and to the City of Prescott.

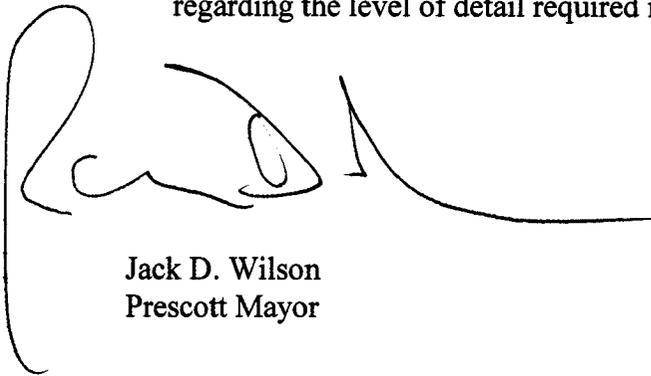
The following are assigned to City Staff and will run simultaneous with other activities of this committee. Results will be reported to Councilwoman Lora Lopas for distribution to this committee, the city council and the public.

- 1) The City will contact the Yavapai County Environmental Services Department with the objective of creating a program (means) to encourage and facilitate property owners to voluntarily allow testing of septic systems, particularly with respect to those owners who suspect they may have a failing and/or malfunctioning system, and to provide for voluntary testing and disclosure by such owners in such a manner as to eliminate or reduce fine potentials and to provide incentives, such as reasonable compliance deadlines, etc. to further encourage such voluntary testing and disclosure. Any survey or other document proposed to be sent to property owners by the City is to be reviewed by the City Attorney's Office prior to release, to assure property and confidentiality rights are preserved.
- 2) The City will verify that Community Development Block Grant (CDBG) monies may be made available to benefit qualifying individuals within the four (4) candidate sewer retrofit areas (North Prescott, Antelope Hills, White Oak Circle, and White Cloud Lane), describe eligibility criteria, provide an estimate of the number of property owners who might qualify, and explain how such monies might be applied to installation of a City sewer project and/or replacement of individual private on-lot septic systems.
- 3) The City will draft and send a letter to property owners within the candidate sewer retrofit areas asking for their cooperation in pinpointing wastewater disposal and treatment problems, with the objective of working jointly to correct these problems at least cost.

Open Meeting Law Considerations

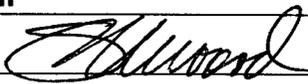
This committee is subject to provisions of the Arizona Open Meeting laws. That means, among other requirements, that:

- Committee meetings need to be formally posted in the standard meeting posting format. That format can be obtained from City Clerk Liz Burke, phone 777-1272 or email liz.burke@cityofprescott.net.
- Minutes need to be taken at meetings of this committee and they must be posted within three (3) days of the actual meeting. Again, City Clerk Liz Burke can provide additional details regarding the level of detail required in these minutes.

A handwritten signature in black ink, appearing to read 'Jack D. Wilson', with a long horizontal flourish extending to the right.

Jack D. Wilson
Prescott Mayor

COUNCIL AGENDA MEMO – June 24, 2008
DEPARTMENT: AIRPORT
AGENDA ITEM: Consideration and Adoption of Resolution No. 3898-0866 - Adopting certain fees for the Prescott Municipal Airport, Ernest A. Love Field.

Approved By:	Date:
Department Head: Benjamin Vardiman	17 June 2008
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	06/18/08

Staff has discovered a clerical error in the Airport rates and fees adopted by council in May of 2008. Specifically, staff incorrectly calculated the new rates for the hangar buildings "G" and "I" at the airport. Hangars in the "G" building were incorrectly calculated at a monthly rental rate of \$278.58 and the correct rate is \$290.41. Hangars in the "I" building were incorrectly calculated at a monthly rental rate of \$256.09 and the correct rate is \$266.96. The monthly difference between the incorrect rate and the correct rate for the "G" hangars is \$11.83 and the monthly difference between the incorrect rate and the correct rate for the "I" hangars is \$10.87. All other items on the schedule remain the same as previously adopted by City Council.

Recommended Action: MOVE to adopt Resolution No. 3898-0866.
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RESOLUTION NO. 3898-0866

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT,
RESCINDING RESOLUTION NO. 3890-0857 AND ADOPTING CERTAIN FEES AT
ERNEST A. LOVE FIELD**

RECITALS:

WHEREAS the City Council of the City of Prescott approved certain fees and policy at Ernest A. Love Field pursuant to Resolution Number 3890-0857; and

WHEREAS the City Council of the City of Prescott wishes to revise the foregoing fees, adopt new fees, in order for the City to receive the fair market value for the use of its property and to ensure that the airport operates on a financially self-sustaining basis.

ENACTMENTS:

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

SECTION 1. THAT, Resolution No. 3980-0857 is rescinded in its entirety.

SECTION 2. THAT, the fee schedule for 1) Non-Aeronautical Vehicle Storage Permit, 2) Transient Aircraft Overnight Parking Fees – City Operated Ramps, 3) Operational Fees, 4) Transient Commercial Landing Fee for Aircraft over 12,500 pounds, 5) Administrative Fees, 6) Fines and Penalties, 7) Airport Fuel Flowage Fees for FBOs and Non-FBOs, as more particularly identified in the attached Schedule A, is hereby approved with the effective dates of said fees to be as set forth in Schedule A.

SECTION 3. THAT, the fee schedule for 1) monthly aircraft parking and storage rooms and 2) hangar waiting list deposits, as more particularly identified in the attached Schedule B is hereby approved with the effective dates of said fees to be as set forth in Schedule B.

SECTION 4. THAT, the fees as approved herein may be increased annually after the effective period of the approved Schedule by the City Manager, in an amount not to exceed 2% above the cost of living increase during the preceding year, rounded to the next highest hundredth of a cent. Any increases in excess of the foregoing amount must be approved by the City Council.

SECTION 5. THAT, the fees as approved pursuant to this Resolution are exclusive of the cost of any and all taxes, which costs shall remain the responsibility of the tenant/lessee; provided, however, that the cost of existing utilities for hangar

buildings A, B, C, F, G, H, I, J, L, M, N, and O are included in the base rent and shall remain the responsibility of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 24th day of June, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**Prescott Airport Rates and Fees Schedule
SCHEDULE A**

DESCRIPTION	Current Fees		Fees					
	Effective Date	per month	1-Jul-08	1-Mar-09	1-Mar-10	1-Mar-11	1-Mar-12	Frequency
Non-Aeronautical Vehicle Storage Permit		\$ 25.00	\$ 50.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 70.00	per month
Transient Aircraft Overnight Parking Fees - City Operated Ramps								
Single Engine, & Light Helicopters		\$ 5.50	\$ 10.00	\$ 13.75	\$ 17.50	\$ 21.25	\$ 25.00	per night
Twin or Turbine Helicopters		\$ 6.50	\$ 12.00	\$ 16.50	\$ 21.00	\$ 25.50	\$ 30.00	per night
Turbine/Jet Aircraft greater than 5,000 pounds		\$ 6.50	\$ 15.00	\$ 23.75	\$ 32.50	\$ 41.25	\$ 50.00	per night
Operational Fees								
Re-Key Lock or Replacement of Lock		None	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	per lock
Replacement/Additional Hangar Key		None	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	per key
Airport Personnel Rate		None	\$ 50	\$ 53	\$ 55	\$ 58	\$ 61	per hour
After hours/Emergency call out fee		None	\$ 100	\$ 105	\$ 110	\$ 116	\$ 122	per incident
Transient Commercial Landing Fee (Over 12,500 lbs)		\$ 5.00	\$ 1.00	\$ 1.05	\$ 1.10	\$ 1.15	\$ 1.20	per 1,000 pounds (US) MGLW per landing
Administrative Fees								
Fingerprinting		None	\$ 40.00	\$ 41.00	\$ 42.00	\$ 43.00	\$ 44.00	per time Non-Refundable
Personnel Driver Training Permit/Badging Fee		None	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	per badge Non-Refundable
1st Lost Permit/Badge Replacement		None	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	per badge (If lost Badge not returned w/in 30 days)
2nd Lost Permit/Badge Replacement		None	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	per badge (If lost Badge not returned w/in 30 days)
3rd Lost Permit/Badge Replacement		None	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	per badge (If lost Badge not returned w/in 30 days)
Vehicle Permit		None	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	per vehicle
1st Lost Vehicle Permit Replacement		None	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	per permit (if lost permit is not returned w/in 30 days)
2nd Lost Vehicle Permit Replacement		None	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	per permit
3rd Lost Vehicle Permit Replacement		None	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	per permit
Temporary Activity Permit		None	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	per permit
Self fueling Permit Review		\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	per month
Self fueling Permit Application Fee		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	per permit
Fines and Penalties								
Runway or Taxiway Safety Area Incursion		None	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	Up to (amount) per person per occurrence
Taxiway Incursion		None	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
Runway Incursion		None	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
Security Violation		None	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
Level 1 Violation of Airport Rules and Regulations		None	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	
Level 2 Violation of Airport Rules and Regulations		None	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
Level 3 Violation of Airport Rules and Regulations		None	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Airport Fuel Flowage Fee - FBO								
Jet A	\$	0.35	\$ 0.35	\$ 0.30	\$ 0.25	\$ 0.20	\$ 0.10	per gallon
Av Gas	\$	0.25	\$ 0.25	\$ 0.20	\$ 0.15	\$ 0.10	\$ 0.10	per gallon
Airport Fuel Flowage Fee - Non-FBO	\$	0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	per gallon

Prescott Airport Rates and Fees Schedule

SCHEDULE B

HANGAR AND STORAGE FEES

			CURRENT	CPI
			FEES	4.30%
AIRCRAFT PARKING	Sq Ft			New
	Tie Down (Nested)	1010	\$ 44.00	\$ 45.89
	Tie Down (Pull Through)	1386	\$ 83.00	\$ 86.57
	Shade Hangar	1010	\$ 101.00	\$ 105.34
T	Hangar "A"	954	\$ 237.00	\$ 245.83
T	Hangar "B"	1195	\$ 294.00	\$ 307.93
T	Hangar "C"	985	\$ 245.00	\$ 253.82
T	Hangar "D"	1724	\$ 407.00	\$ 426.16
T	Hangar "F"	985	\$ 245.00	\$ 253.82
T	Hangar "G"	1127	\$ 277.00	\$ 290.41
T	Hangar "H"	1036	\$ 256.00	\$ 266.96
T	Hangar "I"	1036	\$ 256.00	\$ 266.96
T	Hangar "J"	1156	\$ 284.00	\$ 297.88
Box	Hangar "K"	2780	\$ 656.00	\$ 687.19
T	Hangar "L"	1156	\$ 284.00	\$ 297.88
T	Hangar "M"	1052	\$ 260.00	\$ 271.08
T	Hangar "N"	1052	\$ 260.00	\$ 271.08
T	Hangar "O"	1052	\$ 260.00	\$ 271.08
Exec	Hangar "P"	3900	\$ 1,115.00	\$ 1,162.95
STORAGE				
A			\$ 81.00	\$ 84.48
B			\$ 96.00	\$ 100.13
C			\$ 81.00	\$ 84.48
D			\$ 122.00	\$ 127.25
F	NORTH		\$ 69.00	\$ 71.97
	SOUTH		\$ 81.00	\$ 84.48
G	NORTH		\$ 78.00	\$ 81.35
	SOUTH		\$ 88.00	\$ 91.78
H	NORTH		\$ 69.00	\$ 71.97
	SOUTH		\$ 81.00	\$ 84.48
I	NORTH		\$ 69.00	\$ 71.97
	SOUTH		\$ 81.00	\$ 84.48
J	NORTH		\$ 84.00	\$ 87.61
	SOUTH		\$ 72.00	\$ 75.10
L	NORTH		\$ 72.00	\$ 75.10
	SOUTH		\$ 84.00	\$ 87.61
M	NORTH		\$ 68.00	\$ 70.92
	SOUTH		\$ 81.00	\$ 84.48
N	NORTH		\$ 54.00	\$ 56.32
	SOUTH		\$ 81.00	\$ 84.48
O	NORTH		\$ 68.00	\$ 70.92
	SOUTH		\$ 81.00	\$ 84.48
PRICES ABOVE DO NOT INCLUDE APPLICABLE TAXES.				
HANGAR WAITING LIST APPLICATION DEPOSIT				
REGULAR HANGAR LIST DEPOSIT			\$ 50.00	\$ 200.00
Regular Hangar Deposit Refundable Amount			\$ 50.00	\$ 100.00
LARGE HANGAR LIST DEPOSIT			\$ 50.00	\$ 500.00
Larger Hangar Deposit Refundable Amount			\$ 50.00	\$ 400.00

Effective: July 01, 2008 through June 30, 2009

COUNCIL AGENDA MEMO – (6/24/08)
DEPARTMENT: LEGAL DEPARTMENT
AGENDA ITEM: Proposed Settlement-City of Prescott v. Safe Harbor

Approved By:	Date:
Department Head: Gary Kidd <i>GJK</i>	6/24/08
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	6/19/08

Item Summary: After the Courts ruling on the Safe Harbor case, the Parties entered into negotiations regarding the possibility of settlement of this matter. The Settlement Agreement, attached hereto, reflects a proposed settlement and states that the City will dismiss the appeal and each party will be responsible for their own attorney’s fees and costs; that Safe Harbor will submit a landscape plan to the City showing vegetation planted on 80% of the property which is consistent with staff recommendations for a condition of approval for Defendants conditional use permit before the BOA. The Defendants shall complete the landscaping, to meet the City’s satisfaction, within one year from the date of the agreement.

Background: The City brought this suit to enforce the City of Prescott’s Land Development Code after Defendants purchased the property to operate a drug and alcohol rehab facility at 520 West Delano Ave., Prescott, Arizona. The City argued this was a change of use. The property was previously owned by a Baptist church. The Defendant’s Counterclaim alleged a violation of the Religious Land Use and Institutionalized Persons Act (RLUIPA). Defendants argued that Safe Harbor is a church or place of worship for zoning purposes, furthermore, they argued that because Alcoholics Anonymous has religious or spiritual elements to the program the use of the property had not changed. Defendants argued that the City was substantially burdening their right to worship under RLUIPA. A bench trial was held before Judge Rayes and he ruled in favor of the Defendants. RLUIPA provides for attorneys fees to the successful litigant. Since Safe Harbor was the successful party, absent entering into a settlement agreement, they would be entitled to their attorney’s fees for the trial and possibly the appeal. Attorney fees could be considerable since this case started in September 2006. The City has filed a Notice of Appeal. The proposed settlement will eliminate the City’s potential exposure for attorney’s fees as a result of trial and any appeal (if unsuccessful). It also ensures site landscaping.

<p>Recommended Action: MOVE to authorize entering into a Settlement Agreement with Defendants, dismiss the City’s appeal and authorize the mayor and legal staff to execute all necessary documents on behalf of the City of Prescott</p>
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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between **Plaintiff/Cross-Defendant City of Prescott**, (hereinafter "City") and **Defendant/Cross-Claimants Prescott Safe Harbor and Barney Mickey Strauss**, (hereinafter collectively "Safe Harbor") personally and as Trustee of the Strauss Family Trust. This Agreement relates to all claims or potential claims by the City and Safe Harbor, (collectively as "Parties") including those claims relating to the case identified as **CV2006-1039**. This Agreement is comprised of four pages.

WHEREAS, the above-referenced parties entered into certain agreements regarding the case identified as City of Prescott vs. Prescott Safe Harbor, Inc., et al. Case Number CV2006-1039;

WHEREAS, the Parties hereto desire to resolve all disputes arising between themselves, and the City has agreed to dismiss an Appeal of the Court's Ruling filed on or about May 9, 2008, and in exchange Safe Harbor agrees to waive its attorney's fees and costs and make alterations to the Safe Harbor facility located at 520 W. Delano, Prescott, Arizona (hereinafter "Property") including adding landscape plants as a buffer for the Property; adding a screening fence at the site including around the parking area; reducing the impact of outdoor lights and reduce noise from vehicle operation associated with the meetings to minimize the impact on the neighborhood. These changes shall be completed to the City's satisfaction and completed within one year from the date of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That each party will be responsible for their own attorney's fees and costs of this litigation, Case Number CV2006-1039.
2. That the City will dismiss the appeal of the Court's decision as set forth in the Court's Ruling dated May 9, 2008.
3. That Safe Harbor will submit a landscape plan to the City indicating a 5-foot wide landscaping strips and 4-foot high walls or fencing for the perimeter of the property planted at 80% capacity as described in Section 6:13.4C.2.c. These changes shall be completed to the City's satisfaction and completed within one year from the date of this Agreement.
4. Voluntary Settlement. It is agreed and understood by the Parties that they are not required to settle this matter at this time but are voluntarily choosing to resolve the matter at this time by entering into this Agreement. The Parties in deciding to enter into this settlement at this time are not relying on any representations, statements, actions, disclosures of information, or failures to disclose information by the City, their representatives, or their attorneys other than as expressly stated in this Agreement.

5. Assumption Of Risk Of Error. The Parties expressly waive and assume the risk of any and all claims for damages or equitable relief, including attorney's fees and costs which exist as of this date or in the future which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties decision to enter into this Agreement. This Agreement is a complete compromise of matters involving disputed issues of law and fact. The Parties assume the risk that the facts or law may be something other than what they currently believe.
6. Reliance On Counsel. In entering into this Agreement, the Parties represent and warrant that they have relied upon the advice of counsel, and attorney of their own choice, concerning the legal consequences of this Agreement; that the terms of this Agreement have been completely read and explained by counsel; and that the terms of this Agreement are fully understood and voluntarily accepted. Further, the Parties acknowledge and affirm that they have received legal advice concerning this settlement and Agreement by their own attorney.
7. Warranty and representation regarding comprehension of Agreement. The Parties expressly warrant and represent that they are of sound mind and are legally, physically, and mentally capable of understanding and executing this Agreement and understands the terms of this Agreement.
8. Ownership Of Claims. The Parties represent and warrant that no other person or entity has, or has ever had, any interest in the claims, demands, obligations, or causes of action set forth in **CV 2006-1039**; that the Parties have the sole right and exclusive authority to execute this Agreement; that no claim has been sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement; and that no other person or entity has an unresolved claim or cause of action arising out of or related to the relationship between the Parties.
9. No Admission Of Liability. It is mutually understood and agreed upon by the Parties hereto that the resolution set forth herein in no way shall constitute any admission on the part of the Parties or any fact or matters of law asserted by any Party, and is undertaken solely for the purpose of resolving this civil matter. Accordingly, this Agreement shall **not** be deemed to be an admission of any wrongdoing, notice, or any other admission of liability or factual issue of any kind on the part of the Parties in any proceeding. The Parties warrant no promises or inducements have been made other than stated in this Agreement and the Parties further acknowledge that nothing in this Agreement shall be used to establish any assertions or claims of negligence, policy or any other legal standards or claims.

10. Liens. The Parties warrant that there are no unsatisfied liens as a result of this case, including but not limited to Attorney's fees and costs relating to **CV 2006-1039**. The Parties also agree to defend, indemnify and hold each other harmless for any liability whatsoever, including but not limited to costs, attorneys' fees or judgment which might arise from any unpaid or unsatisfied liens of any kind that may apply to the civil case CV 2006-1039.
11. Governing Law And Disputes. This Agreement shall be construed and interpreted in accordance with the laws of Arizona, regardless of choice of law provisions. In the event that a dispute arises regarding or related to this Agreement, the prevailing party will be entitled to recover its' costs incurred in connection with that dispute, including reasonable attorney fees.
12. Entire Agreement And Successors-In-Interest. This Agreement constitutes the complete understanding between the Parties and supersedes any and all prior agreements, promises, representations, or inducements, no matter what their form. The Parties acknowledge and agree that the Parties have not made any commitments in connection with this settlement that are not set forth in this Agreement. No promises or agreements made subsequent to the execution of this Agreement by the parties shall be binding unless reduced to writing and signed by authorized representatives of these parties. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of the Parties.
13. Paragraph Headings. The paragraph headings used in this Agreement are included for the convenience of the parties only and do not limit or otherwise affect the language used in this Agreement.
14. Effectiveness. This Agreement is contingent to the formal approval of the City Council and shall become effective immediately following the formal approval of City Council and the execution by the Parties and their counsel.

DATED THIS ___ day of May, 2008.

BARNEY MICKEY STRAUSS,
Personally and as Trustee of the
Strauss Family Trust and on Behalf
of Safe Harbor

STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this _____ day of May, 2008, by
BARNEY MICKEY STRAUSS.

My Commission Expires:

Notary Public

MAYOR JACK WILSON

STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this _____ day of May, 2008, by
MAYOR JACK WILSON, City of Prescott.

My Commission Expires:

Notary Public

GARY D. KIDD, City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this _____ day of May, 2008, by
GARY D. KIDD, City Attorney for the City of Prescott.

My Commission Expires:

Notary Public

I, undersigned counsel for Barney Mickey Strauss and Safe Harbor, (a) approve this Agreement as to form, and (b) expressly warrant that I have no reason to suspect that Barney Mickey Strauss is not of sound mind, or is not legally, physically, and mentally capable of understanding and executing this Agreement.

GIL SHAW, counsel for Barney Mickey Strauss and Safe Harbor, Inc.

Date