



# PRESCOTT CITY COUNCIL JOINT STUDY SESSION/ SPECIAL MEETING AGENDA

PRESCOTT CITY COUNCIL  
JOINT STUDY SESSION/SPECIAL MEETING  
TUESDAY, SEPTEMBER 2, 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 Study Session/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:** Reverend Julia McKenna Johnson

◆ **PLEDGE OF ALLEGIANCE:** Councilman Roecker

◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Wilson

Councilman Bell

Councilman Lamerson

Councilwoman Lopas

Councilman Luzius

Councilman Roecker

Councilwoman Suttles

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

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

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

## STUDY SESSION

### I. PRESENTATION

- A. Presentation by Arizona Public Service on Upgrades to Existing Infrastructure in Downtown Prescott.
- B. Presentation on Capital Needs and One Cent Sales Tax Extension.

### II. DISCUSSION ITEMS

- A. Adoption of Resolution No. 3906-0908 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting the Special Land Use Permit No. 23-103097-03 extension provided by the State of Arizona, Arizona State Land Department, for the special use of Badger Mountain for public safety communication operations for an additional five-year period and authorizing the execution of any and all documents to implement same.
- B. Update on Prescott Greenways Project and approval of new strategy.
- C. Adoption of Ordinance No. 4666-0909 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the acceptance of the dedication of two public trail easements for the Prescott Greenways Multi-Use Trail System from Prescott Unified School District for the stretch of Granite Creek through Mile-High Middle School and from Thos Etal Rusing, and Russell and Rosemary Rusing, for the area near Goodwin Street and authorizing the Mayor and City staff to execute any and all documents in order to effectuate said conveyance.
- D. Approval of payment to Prescott Chamber of Commerce for Annual Courthouse Lighting in the amount of \$34,036.00.
- E. Discussion and possible action on recommendations from the Mayor's Immigration Issues Task Force.
- F. Adoption of Ordinance No. 4667-0910 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the purchase of real property, temporary construction easement and improvements from Prescott Unified School District #1 for the widening of Williamson Valley Road, and authorizing the mayor and staff to execute any and all documents to effectuate said purchase.
- G. Award of bid for the Rosser Street Traffic Calming and Re-striping Project to Core 5 Construction LLC., in the amount of \$73,335.15.
- H. Award of bid for the McCormick Street Sidewalk Construction Project, Goodwin Street to the Pioneer Retirement Home Road, to Core 5 Construction, LLC in the amount of \$66,691.80.

- I. Authorization to purchase Airport Premises Liability insurance with Ace Property and Casualty Co. in the amount of \$22,710.00 for FY09.
- J. Authorization to proceed with an Environmental Risk Assessment with Marsh in the amount of \$42,250.00.
- K. Notice of Public Hearing (September 9) and consideration of a liquor license application from Carla Roberts, Applicant for Jazzy's Wine, LLC, for a Series 06, All Spirituous Liquor Bar, license for Jazzy's Wine Bar located at 219 North Cortez Street, Suite D.
- L. Rescheduling of November 11, 2008 City Council Meeting to November 12, 2008, due to a National Holiday, Veterans Day, on November 11, 2008.
- M. Approval of the Minutes of the Prescott City Council Joint Special Meeting with the Prescott Unified School District of August 26, 2008, and the Combined Study Session/Regular Voting Meeting of August 26, 2008.
- N. Selection of items to be placed on the Regular Voting Meeting Agenda of September 9, 2008.

**III. ADJOURNMENT**

**SPECIAL MEETING**

- 1. Call to Order.
- 2. Recess into Executive Session.
- 3. EXECUTIVE SESSION:
  - A. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §§38-431.03(A)(3) and (4).
    - 1. Big Chino Water Ranch.
- 4. 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.

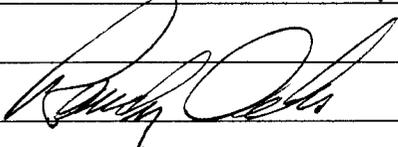
\_\_\_\_\_  
Elizabeth A. Burke, City Clerk

**COUNCIL AGENDA MEMO – September 2 & 9, 2008**

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**DEPARTMENT: POLICE**

**AGENDA ITEM: Recommendation for Council to adopt a Resolution to accept the Special Land Use Permit (No 23-103097-03) extension provided by the State of Arizona, Arizona State Land Department for the special use of Badger Mountain for Public Safety Communication Operations for an additional five (5) year period.**

<b>Approved By:</b>		<b>Date:</b>
<b>Chief of Police:</b>	<b>Randy Oaks</b> 	08/22/08
<b>Finance Director:</b>	<b>Mark Woodfill</b>	
<b>City Manager:</b>	<b>Steve Norwood</b>	

**BACKGROUND**

The City of Prescott is working on a major regional public safety communication upgrade project to improve voice communication in the Prescott area and build the infrastructure required to use mobile data computers and automatic vehicle locators throughout the Prescott area.

The new communication system will include six new stand alone communication towers and equipment buildings located throughout the Prescott area, providing the infrastructure required to accommodate the new voice and data communication system. Each site is necessary to achieve the required coverage, eliminating (communications) dead areas which are vital for Police Officer, Firefighter and public safety.

The Badger Mountain tower site is currently in use for emergency communication operations and will need to be maintained as one of our primary sites until the system upgrade project has been completed. We project the upgrade project to be completed within the next two (2) years. The Special Land Use Permit does provide for termination with a 25 day written notice. The permit extension period commences on July 22, 2007 and expires on July 21, 2012.

The permit identifies that placement, maintenance and operation of the City of Prescott's wireless telecommunication systems on the existing tower site falls within existing lease No. 03-77740 held by Lessee Southwest FM Broadcasting Company, who is the owner of the existing communications tower.

**FINANCIAL**

Funding for this permit extension will be budgeted annually. The permit fee shall be \$4,500 annually or as adjusted per Articles 3.2 through 3.4 of the permit based upon current market rate and the Consumer Price Index (CPI).

**RECOMMENDATION**

It is recommended the City of Prescott approve acceptance of the Special Land Use Permit (No 23-103097-03) extension provided by the State of Arizona, Arizona State Land Department for the special use of Badger Mountain for Public Safety Communication Operations for an additional five (5) year period.

**Recommended Action: Move to adopt Resolution No. 3906-0908**

**RESOLUTION NO. 3906-0908**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING THE SPECIAL LAND USE PERMIT NO. 23-103097-03 EXTENSION PROVIDED BY THE STATE OF ARIZONA, STATE LAND DEPARTMENT, FOR THE SPECIAL USE OF BADGER MOUNTAIN FOR PUBLIC SAFETY COMMUNICATION OPERATIONS FOR AN ADDITIONAL FIVE YEAR PERIOD AND AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO IMPLEMENT SAME**

**RECITALS:**

WHEREAS, the City of Prescott is working on a major regional public safety communication upgrade project to improve voice communication in the Prescott area and build the infrastructure required to use mobile data computers and automatic vehicle locators throughout the Prescott area. The new communication system will include six new stand alone communication towers and the Badger Mountain tower site is currently in use for emergency communication operations and will need to be maintained as one of our primary sites until the system upgrade project has been completed. Completion of the upgrade project is estimated within the next two years; and

WHEREAS, the Special Land Use Permit provides for termination with a 25-day written notice. The permit extension period commences on July 22, 2007 and expires on July 21, 2012. A copy of the Special Land Use Permit is attached as Exhibit "A".

WHEREAS, the City of Prescott wishes to accept the foregoing extension provided by the State of Arizona, State Land Department, for the special use of Badger Mountain for public safety communication operations for an additional five year period.

WHEREAS, the funding for this permit extension is intended to be budgeted annually.

**ENACTMENTS:**

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

Section 1. That the City of Prescott hereby accepts the extension provided by the State of Arizona, State Land Department, for the special use of Badger Mountain for public safety communication operations for an additional five year period.

Section 2. That the attached Special Land Use Permit extension is hereby approved and accepted.

Section 3. That the Mayor and staff are hereby authorized to execute any and all documents to effectuate the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 9<sup>th</sup> day of September, 2008.

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JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

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ELIZABETH A. BURKE, City Clerk

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GARY D. KIDD, City Attorney

**STATE LAND DEPARTMENT  
STATE OF ARIZONA**

**SPECIAL LAND USE PERMIT**

Permit No. 23-103097-03

Site I.D.: Badger Mountain

THIS SPECIAL LAND USE PERMIT ("Permit") is entered into by and between the State of Arizona, Arizona State Land Department ("Permittor"), through the State Land Commissioner ("Commissioner") and

**CITY OF PRESCOTT**

("Permittee"). In consideration of the payment of a fee and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

**ARTICLE 1  
SUBJECT LAND**

1.1 Permittor grants to Permittee a non-exclusive permit for special use on the State Land described in Appendix A attached hereto ("the Subject Land").

1.2 Permittee makes use of the Subject Land "as is" and Permittor makes no express or implied warranties as to the physical condition of the Subject Land.

**ARTICLE 2  
TERM**

2.1 The term of this Permit commences on July 22, 2007, ("Commencement Date") and expires on July 21, 2012, ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law. This Permit expires on the date indicated and carries no holdover rights, nor is it assignable or saleable.

2.2 This Permit represents personal property of Permittee and does not survive the death of or termination by Permittee.

## ARTICLE 3

### FEE

3.1 Permittee agrees to pay as a fee for this Permit the following amount, due and payable in advance on the Commencement Date, and each year thereafter on the anniversary of the Commencement Date:

\$4,500.00 annually, or as adjusted per Articles 3.2 through 3.4

3.2 Permittee understands and agrees that the fee charged for the First Permit Year represents the current market rate for sites of the proposed use designated herein Article 4.1, under this Special Land Use Permit. In the event Permittor adjusts the fee structure, Permittor may adjust the fees for this Permit accordingly; however, the annual fee shall never be less than the previous year's fee. Fee adjustments shall be effective upon the anniversary date of the Permit.

3.3 CPI. "CPI" shall mean the Revised consumer Price Index, U.S. City Average for all Urban Consumers--All Items (1982-1984 equals 100) for the pertinent month, issued by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI shall hereafter be converted to a different standard reference base or otherwise revised, adjustments of rent based upon the CPI shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics, or if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by any nationally recognized publisher of similar statistical information. If the CPI shall cease to be published, there shall be substituted therefore such index as Lessor selects as a reasonable substitute.

3.4 Annual Permitted CPI Adjustment. The Annual Permitted CPI Adjustment shall be the actual percentage increase in the CPI for the preceding twelve (12) month period.

3.5 If Permittee should fail to pay the fee when due, the Commissioner at his option, may cancel this Permit or declare the same forfeited.

3.6 Permittee shall pay a penalty of five (5%) percent of any amount of the fee that is delinquent, and shall pay daily interest on delinquent amounts plus penalty at the rate set by the Arizona State Treasurer, according to law.

3.7 The State of Arizona shall be forever wholly absolved from any liability for damages which might result to the Permittee herein on account of this Permit having been forfeited for nonpayment of fees due thereunder prior to the expiration of the full time for which it is issued.

**ARTICLE 4**  
**PERMITTED USE**

4.1 This Permit grants authority only for the following specific purpose and temporary structures; any other use by the Permittee of the land described herein, or of any of the products therefrom, except as provided below, is expressly prohibited: *Placement, maintenance and operation of wireless telecommunication antenna facility on existing telecommunications tower, and related equipment cabinets and facilities on or below ground, all within existing Lease No. 03-77740. The holder of Lease No. 03-77740, Lessee Southwest FM Broadcasting Company is the owner of any existing tower, and any replacement tower, located on Subject Land. Co-location of other compatible and similar communication users permitted only with express, written authorization of Permittor.*

4.2 This Permit is subject to any leases, rights of way, and permits which may exist, and any and all present commitments in connection with those leases and permits. Permittee shall in no way interfere with the peaceful possession and use of the Subject Land by a valid surface leaseholder or permittee of the Subject Land.

4.3 Permittor reserves the right to grant rights of way and easements over, across, or upon the lands embraced in this Permit for public highways, railroads, tramways, telephone, telegraph and transmission lines, pipe lines, irrigation works, flood control, drainage works, logging and other purposes, and this Permit is issued subject to all existing rights of way.

4.4 Permittee shall not cause nor grant permission to another to cause any waste in or upon the Subject Land. Permittee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Permittor, except that Permittee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land without such prior consent. Nothing herein shall permit the cutting of saw timber for any purpose.

**ARTICLE 5**  
**CONFORMITY TO LAW**

5.1 Permittee shall not use or permit the Subject Land to be used in any manner that is not in conformity with all applicable Federal, State, County and municipal laws, rules and regulations, unless Permittor determines and advises Permittee in writing otherwise.

5.2 This Permit shall terminate if Permittee is unable to or fails to obtain or loses any governmental approval that is prerequisite to the special use for which this Permit is issued, or that is necessary to construct, maintain or operate any facilities on the site in connection with that special use.

**ARTICLE 6**  
**IMPROVEMENTS**

**6.1 Any and all structures placed by Permittee upon the Subject Land shall be temporary and removable, and shall be removed upon expiration, cancellation, revocation or termination of this Permit. The placement of permanent improvements upon the Subject Land by Permittee is expressly prohibited; any permanent improvements so placed upon the Subject Land by Permittee shall be removed by Permittee without damage to the Subject Land or at the option of Permitter shall be forfeited and become the property of the State. Permittee shall remain liable for the cost of removal of all improvements and for restoration of the Subject Land, as set forth more fully in Article 13.**

**6.2 If at any time after the execution of this Permit it is shown to the satisfaction of the State Land Commissioner that the Permittee herein has misrepresented, by implication or otherwise the value of any reimbursable improvements placed upon the land herein embraced and Permittee herein not being the owner of said improvements at the time of the execution of this Permit, this Permit shall be null and void, at the option of the State Land Commissioner, insofar as it relates to the land upon which said improvements are situated.**

**ARTICLE 7**  
**CANCELLATION, TERMINATION & ABANDONMENT**

**7.1 If at any time after the execution of this Permit, it is shown to the satisfaction of the Commissioner, that there has been fraud or collusion upon the part of Permittee to obtain or hold this Permit at a lesser fee than its value, or through such fraud and collusion a former permittee of the Subject Land has been allowed to escape payment of the fee due for the use of said land by the former permittee, this Permit shall be null and void, at the option of the Commissioner, insofar as it relates to the land affected by said fraud or collusion.**

**7.2 Permittee shall give Permitter 25 days notice in writing in advance of the abandonment of said Subject Land or termination of these presents.**

**7.3 In the event any land affected by this Permit is reclassified by order of the State Land Commissioner, or sold, this Permit will automatically cancel as of the effective date of the reclassification or sale.**

**7.4 If Permittee should fail to keep the covenants and conditions herein set forth, the Commissioner, at his option, may cancel said Permit.**

**7.5 This Special Land Use Permit shall be terminable at will with 25 days written notice.**

7.6 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

**ARTICLE 8**  
**INSURANCE AND INDEMNITY**

8.1 Except to the extent occurring or existing prior to the Commencement Date hereof, Permittee hereby expressly agrees to indemnify and hold Permitter harmless, or cause Permitter to be indemnified and held harmless, from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorney's fees and costs, which may be imposed upon or incurred by or asserted against Permitter by reason of any: (i) accident, injury or damage to any person or property occurring on or about the Subject Land or any portion thereof; (ii) use, non-use or condition of the Subject Land or any portion thereof; or (iii) failure on the part of Permittee to perform or comply with any of the provisions of this Permit; except that none of the foregoing shall apply to Permitter's intentional conduct or active negligence nor to the intentional conduct or active negligence of Permitter's agents, servants, contractors or subcontractors. If any action or proceeding is brought against Permitter by reason of any such occurrence, Permittee, upon Permitter's written request and at Permittee's expense, will resist and defend such action or proceeding, or cause the same to be resisted either by counsel designated by Permittee or where such occurrence is covered by liability insurance, by counsel designated by the insurer.

8.2 Permittee, at its expense, shall at all times during the Term of this Permit, and any extension thereof, maintain in full force a policy or policies of commercial general liability insurance, including bodily injury, property damage, personal injury and broad form contractual liability coverage, written by one or more duly licensed (or approved non-admitted) insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII, and each policy shall be written on an occurrence basis, which insure Permittee and Permitter against liability for injury to persons and property and death of any person or persons occurring in, on or about the Subject Land, or arising out of Permittee's maintenance, use and occupancy thereof. All commercial general liability and personal property damage policies shall contain a provision that Permitter, named as an additional insured, shall be entitled to recovery under the policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence or wrongdoing of Permittee, its servants, agents and employees. Further, the policies shall provide that their coverage is primary over any other insurance coverage available to the Permitter, its servants, agents and employees as relates to the negligence of Permittee. All policies of insurance must contain a provision or endorsement that the company writing the policy shall give to Permitter thirty (30) days notice in writing in advance of any cancellation or lapse, or the effective date of any reduction in coverage.

**8.3 The insurance as described in Paragraph 8.2 herein shall afford protection not less than:**

<b>General Aggregate:</b>	<b>\$2,000,000.00</b>
<b>Personal Injury:</b>	<b>\$1,000,000.00</b>
<b>Each Occurrence:</b>	<b>\$1,000,000.00</b>
<b>Blanket Contractual Liability - Written and Oral:</b>	<b>\$1,000,000.00</b>
<b>Fire Damage (Any one fire):</b>	<b>\$500,000.00</b>

in combined single limits and each liability policy or policies shall be written on an occurrence basis; provided, however, that the minimum amount of coverage for the above shall be adjusted upward on Permitter's reasonable request to be made no more frequently than once every two (2) years so that such respective minimum amounts of coverage shall not be less than the amounts then required by statute or generally carried on similarly improved real estate in the County herein described, whichever is greater. If at any time Permittee fails, neglects or refuses to cause such insurance to be provided and maintained, then Permitter may, at its election, procure or renew such insurance and any amounts paid therefore by Permitter shall be an additional amount due at the next date Rent is due and payable.

**8.4 Notwithstanding anything to the contrary in this Article, Permittee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance maintained by Permittee, provided, however, that the coverage afforded Permitter will not be reduced by reason of the use of such blanket policy of insurance.**

**8.5 Permittee shall furnish Permitter with certificates of insurance (ACORD form or equivalent approved by Permitter) and shall at all times during the term of this Permit maintain with Permitter a current certificate of insurance. The State of Arizona, Arizona State Land Department, the Permit number, and location description of the subject parcel are to be noted on the certificate of insurance. Permitter reserves the right to view the complete, certified copies of all insurance policies and endorsements required by this Permit at any time at Permittee's headquarters. In addition, if any claim made by Permitter is rejected by Permittee's insurance company, Permitter shall have the right to view the complete, certified copy of the applicable policy at Permittee's area headquarters. Lastly, Permitter shall have the right, at any time, to request a representation letter from Permittee's insurance agent in relation to any particular coverage referenced in this Permit.**

**ARTICLE 9**  
**ENVIRONMENTAL MATTERS**

9.1 For purposes of this Permit, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Permit, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance," "solid waste," "hazardous waste," "hazardous materials," "hazardous substances," "toxic materials," "toxic substances," "inert materials," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminants," "pesticides," "asbestos," "environmental nuisance," "criminal littering," or "petroleum products" as defined in Environmental Laws.

9.2 Permittee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality, and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Permittee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to the Permitter within ten business days of receipt of the permit; (3) provide copies of all documentation required by Environmental Laws to the Permitter within ten business days of Permittee's submittal and/or receipt of the documentation; (4) during the term of the Permit, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances by Permittee and its agents, employees or contractors, within the Subject Land without prior written authorization from the Permitter. Permittee shall use commercially reasonable efforts to preclude use of Permittee's portion of the Subject Land by unauthorized persons.

9.3 Permittee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Permittee and Permittee business and monitoring Permittee's continued compliance with applicable Environmental Laws. Upon request by the Permitter, Permittee shall make the Designated Compliance Officer available to discuss Permittee's compliance, answer any questions, and provide such reports and confirming information as the Permitter may reasonably request.

9.4 At any time, the Permitter may request the Permittee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Permittee shall pay the entire cost of the audit.

**9.5** At any time during the term of the Permit, the Permitter may require Permittee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If, based upon the Phase I environmental assessment or its own independent investigation, the Permitter identifies any possible violation of Environmental Laws or the terms of this Permit by Permittee or its agents, employees, or contractors, the Permitter may require Permittee to conduct additional environmental assessments as the Permitter deems appropriate for the purpose of ensuring that the Subject Lands are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by the Permitter, shall be obtained for the benefit of both Permittee and the Permitter. A copy of the Phase I report shall be provided both to Permittee and the Permitter. The Permitter, in its sole discretion, shall have the right to require Permittee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws by Permittee or its agents, employees or contractors. If Permittee fails to obtain any assessments required by the Permitter, Permittee shall pay the entire costs of any and all assessments required by the Permitter, notwithstanding the expiration or termination of the Permit.

**9.6** Permittee shall defend, indemnify and hold the Permitter harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against the Permitter in any way relating to or arising out of any non-compliance with any Environmental Laws by Permittee or its agents, employees or contractors, the existence or presence of any Regulated Substance, on, under, or from the Subject Land due to the acts or omissions of Permittee or its agents, employees or contractors, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land due to the acts or omissions of Permittee or its agents, employees, contractors or subcontractors.

**9.7** This indemnity shall survive the expiration or termination of this Permit and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

**9.8** In the event any action or claim is brought or asserted against the Permitter which is or may be covered by this indemnity, the Permittee shall fully participate, at Permittee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. For indemnified matters, all final decisions concerning the defense shall be reasonably approved by Permitter. The Permittee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Permit.

9.9 Prior to the termination of the Permit and in addition to those obligations set forth in Article 13.2, Permittee shall restore the Subject Land by removing any and all Regulated Substances deposited by Permittee or its agents, employees or contractors. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by the Permittee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, the Permittee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that the Permittee first occupied the Subject Land, to the satisfaction of the Permittor. In any event, any damage, destruction, or restoration by Permittee shall not relieve Permittee from its obligations and liabilities under this Permit. The Permittee's restoration obligations under this Section shall survive the expiration or the termination of the Permit.

#### **ARTICLE 10** **PERMIT; SEVERABILITY**

10.1 This Permit does not create a lease, easement, or other estate or right in the real property. In the event this document or any supplemental attachments contains any wording that a court of law interprets as creating a leasehold interest, that wording shall be void but shall not effect the remaining terms and conditions of the Permit.

#### **ARTICLE 11** **RESERVATIONS; RELINQUISHMENTS**

11.1 Permittor excepts and reserves out of the Permit hereby made, all oils, gases, coal, ores, limestone, minerals, fossils and fertilizers of every name and description that may be found in or upon the Subject Land or any part thereof.

11.2 Permittor reserves the right to relinquish to the United States lands needed for irrigation works in connection with a government reclamation project, and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigating plants or works, railroads, tramways, transmission lines, or any other purpose or use on or over the Subject Land.

#### **ARTICLE 12** **NATIVE PLANTS AND ARCHAEOLOGICAL RESOURCES**

12.1 Permittee shall comply with the provisions of the Arizona Native Plant Law, A.R.S. § 3-901 et seq., or any successor statutes, and with Arizona laws relating to

archaeological discoveries, A.R.S. § 41-841 et seq., or any successor statutes. Permittee shall not disturb any cacti or other protected native plants nor disturb any ruins, burial grounds or other archaeological sites except as may be permitted by these laws. In addition, Permittee shall notify Permitter of any prehistoric or historic archaeological discoveries on the Subject Land.

**ARTICLE 13**  
**PERMITTEE SHALL PROTECT AND RESTORE SUBJECT LAND**

13.1 In the event of known trespass on the Subject Land resulting in damage thereto, Permittee shall notify Permitter and appropriate law enforcement authorities.

13.2 Upon abandonment, cancellation, revocation or termination of this Permit, Subject Land shall be restored to its original condition, to the satisfaction of the Permitter. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by Permittee on Subject Land. If Permittee fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the Permitter, they shall be forfeited and become the property of the State, but Permittee shall remain liable for the cost of removal of all materials and for restoration of the site.

**ARTICLE 14**  
**MISCELLANEOUS**

14.1 It is understood by Permittee that the establishment of any water right, or rights, shall be by and for the State of Arizona, and no claim thereto shall be made by said Permittee; such rights shall attach to and become appurtenant to the Subject Land.

14.2 This Permit is granted subject to all the provisions and requirements thereto, and to the present laws relating to State Lands, and all amendments, revisions or repeals of all existing laws, the same as though they were fully set forth herein. No provisions of this Permit shall create any vested right in Permittee.

14.3 In the event of a dispute between the parties to this Permit, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

14.4 In any action arising out of this Permit, the prevailing party is entitled to recover reasonable attorneys' fees in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Permitter, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel, notwithstanding that it is represented by the Arizona Attorney General's Office or other salaried counsel.

**14.5 This document is submitted for examination and shall have no binding effect on the parties unless and until executed by Permitter (after execution by Permittee), and a fully executed copy is delivered to the Permittee.**

**14.6 Permittee shall adhere to all rules, regulations, ordinances, and building codes as promulgated by local jurisdictions and any applicable agencies.**

**14.7 All of the covenants, conditions and agreements, attached to this Permit, shall be, become and are a part of the Permit, the same as though set forth in full over the signatures of the contracting parties hereto.**

**14.8 Every obligation of the State under this Permit is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Permit, this Permit may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.**

**14.9 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 99-4.**

STATE OF ARIZONA LAND DEPARTMENT  
1616 W. ADAMS  
PHOENIX, AZ 85007

RUN DATE 12-AUG-2008  
RUN TIME: 08:23:22  
APPENDIX A  
PAGE: 001

KE-LEASE#: 023-103097-03-002 APPTYPE: RENEWAL

AMENDMENT#: 0

=====

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
13.0-N-02.0-W-01-13-031-8001	M&B IN LOT 4	0.00	1.000
TOTALS:		0.00	1.000

**IN WITNESS HEREOF, the parties hereto have signed this Permit effective the day and year set forth previously herein.**

**STATE OF ARIZONA, PERMITTOR**  
Arizona State Land Commissioner

By: \_\_\_\_\_  
Date

(SEAL)

JACK WILSON

✓ \_\_\_\_\_  
Permittee

✓ \_\_\_\_\_  
Authorized Signature Date

MAYOR

✓ \_\_\_\_\_  
Title

201 S. Cortez Street

✓ \_\_\_\_\_  
Address

Prescott, AZ 86301

✓ \_\_\_\_\_  
City State Zip

**COUNCIL AGENDA MEMO – September 2, 2008**

**DEPARTMENT:** Parks, Recreation, and Library Department

**AGENDA ITEM:** Update on Prescott Greenways Project and New Strategy

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Debbie Horton</b>	8/19/08
<b>Finance Director: Mark Woodfill</b>	
<b>City Manager: Steve Norwood</b> <i>SNorwood</i>	<i>08/28/08</i>

**BACKGROUND:**

The Prescott Greenways Multi-Use Trail System is a long-envisioned 3.5-mile trail system along Miller and Granite Creeks for walking and bicycling. This "interior" trail system is designed to connect neighborhoods, schools, colleges, VA Complex, parks, businesses, and points of interest. It is designed for both recreational and transportational purposes.

In 2001, 1-1/4 miles of the Greenways Trails (i.e., known as phase I) were completed with bed tax revenues, partially made possible through previously donated public trail easements, volunteers, a council-approved master plan, available city-owned lands, and a large APS environmental remediation project. Also In 2001, Prescott City Council approved the application of a federal Transportation Enhancement (TEA-21) grant through Arizona Department of Transportation (ADOT) of \$511,970 (to include the City's required 5.7% match) for the Greenways Multi-Use Trail System. In early 2002, the City of Prescott received notice that the grant application was successful.

In 2003, the Prescott Greenways Project was identified as a high priority within the Council-adopted 2003 Prescott Bicycle and Pedestrian Master Plan. In late 2004, for phase II, City Council approved seven donated public trail easements, one fee simple land donation, and one land exchange to create additional right-of-way for the project. No right-of-way has been purchased thus far. In 2006, a "grass-roots" citizen advisory committee, led by a local Registered Nurse Laurel Freeman, began much outreach and education to increase awareness of the project within the community. In 2007, The City of Prescott contracted Jeanne Trupiano as the right-of-way liaison to work with all affected private property owners. Also in 2007, the City of Prescott contracted Landscape Architect Steve Morgan for the Greenways design through Mile-High Middle School. The project has progressed very slowly in recent years due to right-of-way needs, complex steps with the federal grant, and City staffing changes. It was originally hoped that phase II of the project (i.e., Granite Creek Trail - Mile-High Middle School downstream to Roughrider Park/Yavapai College trail system/VA complex) project would be completed by 2006.

**NEW PROPOSED STRATEGY:**

In recent months, Arizona Department of Transportation (ADOT) officials (i.e., new to the project) visited Prescott to tour the project and discuss the complexities. Upon review, while officials confirmed the merit of the project, the following information was provided: ADOT expressed concerns on whether the trail could be constructed to AASHTO standards due to the width that would be required in a narrow corridor. Also, due to new grant requirements, ADOT indicated that it could be well into mid-2010 before any construction with grant funds could be used. This is due to increased environmental and engineering requirements, and possible long delays in reviewing information due to staffing shortages at the State level.

## Council memo page 2 - Update on Prescott Greenways Project and New Strategy

Immediately thereafter, a greenways committee meeting was called to include representatives of various organizations to discuss the above described dilemma, and the possible continued delay in the project. It was the consensus of most committee members to request from ADOT that the City move forward in-house with phase II, and utilize the federal grant for phase III of the project (i.e., Lincoln Avenue/Prescott College area upstream along Miller Creek to Prescott Rodeo Grounds). This was also due to the fact that phase III right-of-way needs coincided well with the grant timeline. ADOT responded with an endorsement of this scenario.

A "window of opportunity" exists this fall/winter to utilize existing materials that have been purchased and donated, and use existing parks and trails staff (i.e., before sports season begins in February) to make significant progress on a trail bridge, retaining walls, ramps, fences, removal of exotic tree species, and constructing the trail tread within the phase II area. As with phase I of the project, volunteers and community service crews will be utilized to complete many tasks extending into spring/summer 2009. A tentative chronology is as follows:

September – Conceptual design to be completed by Steve Morgan, Landscape Architect, public open house to unveil design, and some preliminary work to begin such as necessary removal (evasive) elms and tree of heaven for six-foot tread width.

October to January - Complete long-envisioned land exchange with APS, complete scope items with parks and trails staff to include a trail bridge, retaining walls, ramps, fences, removal of exotic tree species, and constructing the trail tread.

October to June – Multiple weekend trail work days by volunteers and community service crews, and possibly church camps, etc. Additional fundraising and grant writing by Prescott Alternative Transportation and others.

At the same time of above progress on phase II, right-of-way needs and grant steps will continue for phase III.

### **Recommended Action:**

No formal action requested. Staff seeking City Council endorsement of new strategy.

**COUNCIL AGENDA MEMO – September 2, 2008**

**DEPARTMENT:** Parks, Recreation, and Library Department

**AGENDA ITEM:** Request for Acceptance of Donated Public Trail Easements for Prescott Greenways Project

**Approved By:**

**Date:**

**Department Head:** Debbie Horton

8/19/08

**Finance Director:** Mark Woodfill

**City Manager:** Steve Norwood



08/28/08

**BACKGROUND:**

The Prescott Greenways Multi-Use Trail System is a long-envisioned 3.5-mile trail system along Miller and Granite Creeks for walking and bicycling. This "interior" trail system is designed to connect neighborhoods, schools, colleges, VA Complex, parks, businesses, and points of interest. It is designed for both recreational and transportational purposes. The project is part of the larger Prescott Mile-High Trail System.

This project is being made possible along Miller and Granite Creeks largely through donated public trail easements from private property owners, with connectivity to City-owned lands. These multiple private property owners see the merit of the project as an enhancement to the creeks, and also the benefits to Prescott's residents and visitors. As a result, they are willing to donate the necessary rights-of-way.

In recent months, two more property owners have donated public trail easements to complete all rights-of-way needs for the southern portion of the Granite Creek Trail (i.e., Aubrey to Goodwin Streets). These owners are Prescott Unified School District for the entire stretch of Granite Creek through Mile-High Middle School, and Russell Rusing for the area near Goodwin Street. More specifically, a design for the area through Mile-High Middle School was completed by local landscape architect Steve Morgan, and was well received and adopted by the Prescott Unified School District Board and staff.

**Recommended Action:**

If desired, move to approve Ordinance # 4666a-0909 etc.

**ORDINANCE NO. 4666-0909**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE DEDICATION OF TWO PUBLIC TRAIL EASEMENTS FOR THE PRESCOTT GREENWAYS MULTI-USE TRAIL SYSTEM FROM PRESCOTT UNIFIED SCHOOL DISTRICT FOR THE STRETCH OF GRANITE CREEK THROUGH MILE-HIGH MIDDLE SCHOOL AND FROM THOS ETAL RUSING, AND RUSSELL AND ROSEMARY RUSING FOR THE AREA NEAR GOODWIN STREET AND AUTHORIZING THE MAYOR AND CITY STAFF TO EXECUTE ANY AND ALL DOCUMENTS IN ORDER TO EFFECTUATE SAID CONVEYANCE**

**RECITALS:**

WHEREAS, the City Council of the City of Prescott has determined that easements, more particularly described in the attached exhibits A and B and the attached location map are needed by the City for rights-of-way needs for the southern portion of the Granite Creek Trail (i.e., Aubrey to Goodwin Streets); and

WHEREAS, a design for the area through Mile-High Middle School was completed by local landscape architect Steve Morgan, and was well received and adopted and approved by the Prescott Unified School District Board; and

WHEREAS, the owners of the property identified in the attached exhibits have agreed to grant easements to the City for the Granite Creek public trail.

**ENACTMENTS:**

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

SECTION 1. THAT the City Council hereby accepts the offer to dedicate and convey to the City those real properties more particularly identified in the attached Exhibits A and B.

SECTION 2. THAT the attached two easements from Prescott Unified School District and the Rusings are hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona.

SECTION 3. THAT the Mayor and staff are hereby authorized and directed to execute any and all documents in order to effectuate the foregoing conveyance to the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 9<sup>th</sup> day of September, 2008.

\_\_\_\_\_  
JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH A. BURKE, City Clerk

\_\_\_\_\_  
GARY D. KIDD, City Attorney

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, Thos Etal Rusing, and Russell and Rosemary Rusing, hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "City", its successors or assigns, a fifteen-foot wide public trail easement for the Granite Creek Trail, also known as the Prescott Greenways Project and Prescott's Mile-High Trail System, and the right to maintain the following described trail, together with the right of ingress and egress over and through same, more particularly described in the attached Exhibit "A", subject to the following conditions:

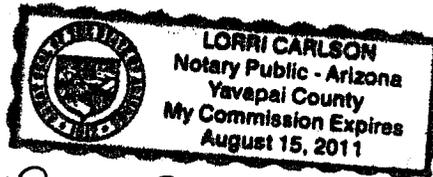
The City shall use its best efforts to keep said easement free from trash, waste and other debris (except for litter originating outside of the easement).

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee. Grantor agrees not to obstruct or construct any buildings or other improvements upon said easement.

DATED this 21 day of JULY, 2008.

GRANTOR:

By: Russell W Rusing  
Name:  
Title: owner



Lorri Carlson  
JULY 21, 2008  
PRESCOTT, AZ

ACCEPTED AND AGREED TO by the Mayor and Council of the City of Prescott this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

City of Prescott

\_\_\_\_\_  
JACK D. WILSON, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Elizabeth Burke  
City Clerk

\_\_\_\_\_  
Gary Kidd  
Prescott City Attorney

STATE OF ARIZONA        )  
                                  ) ss.  
County of Yavapai        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

\_\_\_\_\_  
[Seal]

Notary Public

STATE OF ARIZONA        )  
                                  ) ss.  
County of Yavapai        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Jack D. Wilson, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

\_\_\_\_\_  
[Seal]

Notary Public

## EXHIBIT 'A'

### TRAIL EASEMENT

A 15.00 feet wide Trail Easement, lying 7.50 each side of following described centerline, said Trail Easement being created herein is pertinent only to that portion lying within Lots 2, Lot 4, Lot 6 and the North 17.00 feet of Lot 8, Block "G", of the City of Prescott Original Townsite of Prescott and East Prescott Addition, according to the plat of record on file in the Office of the Yavapai County Recorder in Book 4 of Maps and Plats, Page 22, more particularly described as follows:

Commencing from the Northeast corner of said Lot 2, thence N 88°26'53" W, 12.11 feet, along the North line of Lot 2, to the centerline of this easement, and the Point of Beginning;

Thence S 02°09'40" W, 78.95 feet;

Thence S 23°25'22" W, 68.83 feet;

Thence S 05°25'09" W, 24.65 feet, to a point on the South line of the North 17.00 feet of Lot 8, and being the terminus point of the line.

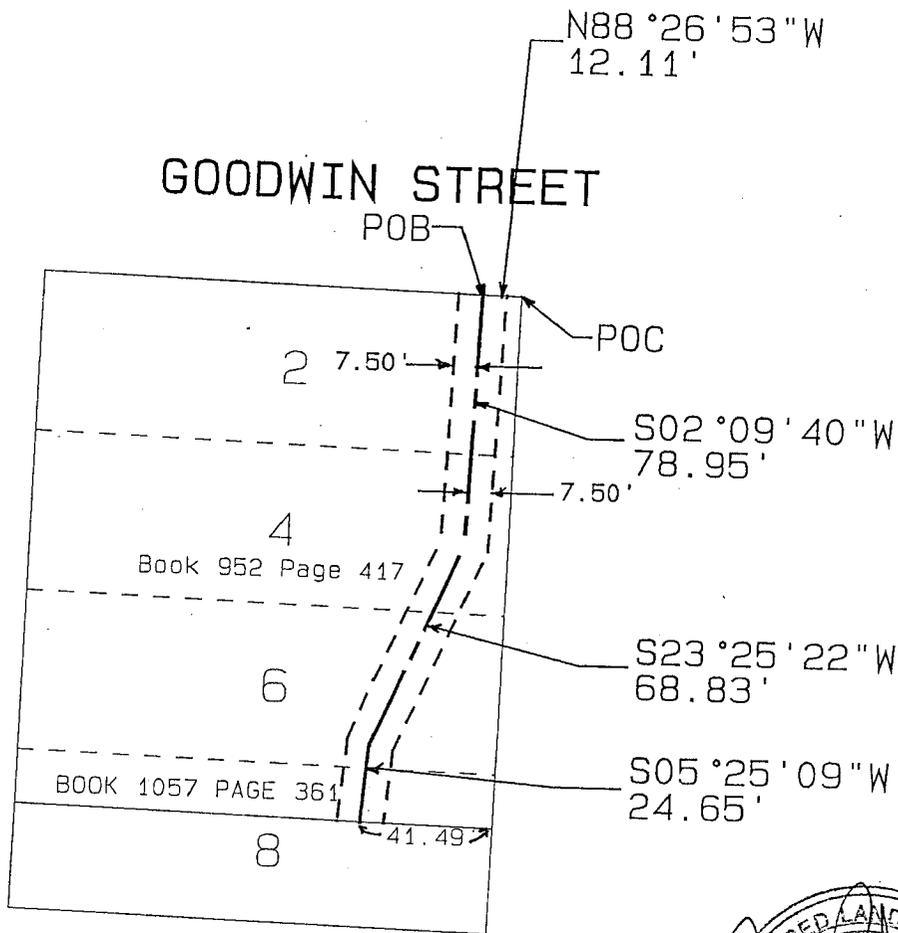


# EXHIBIT "B"

## 15' WIDE TRAIL EASEMENT



MC CORMICK STREET



# PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, Prescott Unified School District, hereinafter called "Grantor", hereby grants unto the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as the "City", its successors or assigns, a fifteen-foot wide public trail easement for the Granite Creek Trail, also known as the Prescott Greenways Project and Prescott's Mile-High Trail System, and the right to maintain the following described trail, together with the right of ingress and egress over and through same, more particularly described in the attached Exhibit "A", subject to the following conditions:

The City shall use its best efforts to keep said easement free from trash, waste and other debris (except for litter originating outside of the easement).

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee. Grantor agrees not to obstruct or construct any buildings or other improvements upon said easement.

DATED this 22nd day of April, 2008.

GRANTOR:

By: 

Name: Kevin J. Kapp

Title: Superintendent, Prescott Unified School District

ACCEPTED AND AGREED TO by the Mayor and Council of the City of Prescott this \_\_\_\_\_ day of,  
\_\_\_\_\_, 2008.

City of Prescott

\_\_\_\_\_  
JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

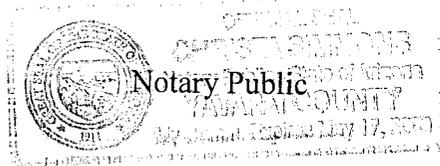
\_\_\_\_\_  
Elizabeth Burke  
City Clerk

\_\_\_\_\_  
Gary Kidd  
Prescott City Attorney

STATE OF ARIZONA     )  
  ) ss.  
County of Yavapai     )

The foregoing instrument was acknowledged before me this 21 day of April, 2008, by KEVIN J. KAPP, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

Christa Sammis  
[Seal]



STATE OF ARIZONA     )  
  ) ss.  
County of Yavapai     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Jack D. Wilson, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

\_\_\_\_\_  
[Seal]

Notary Public

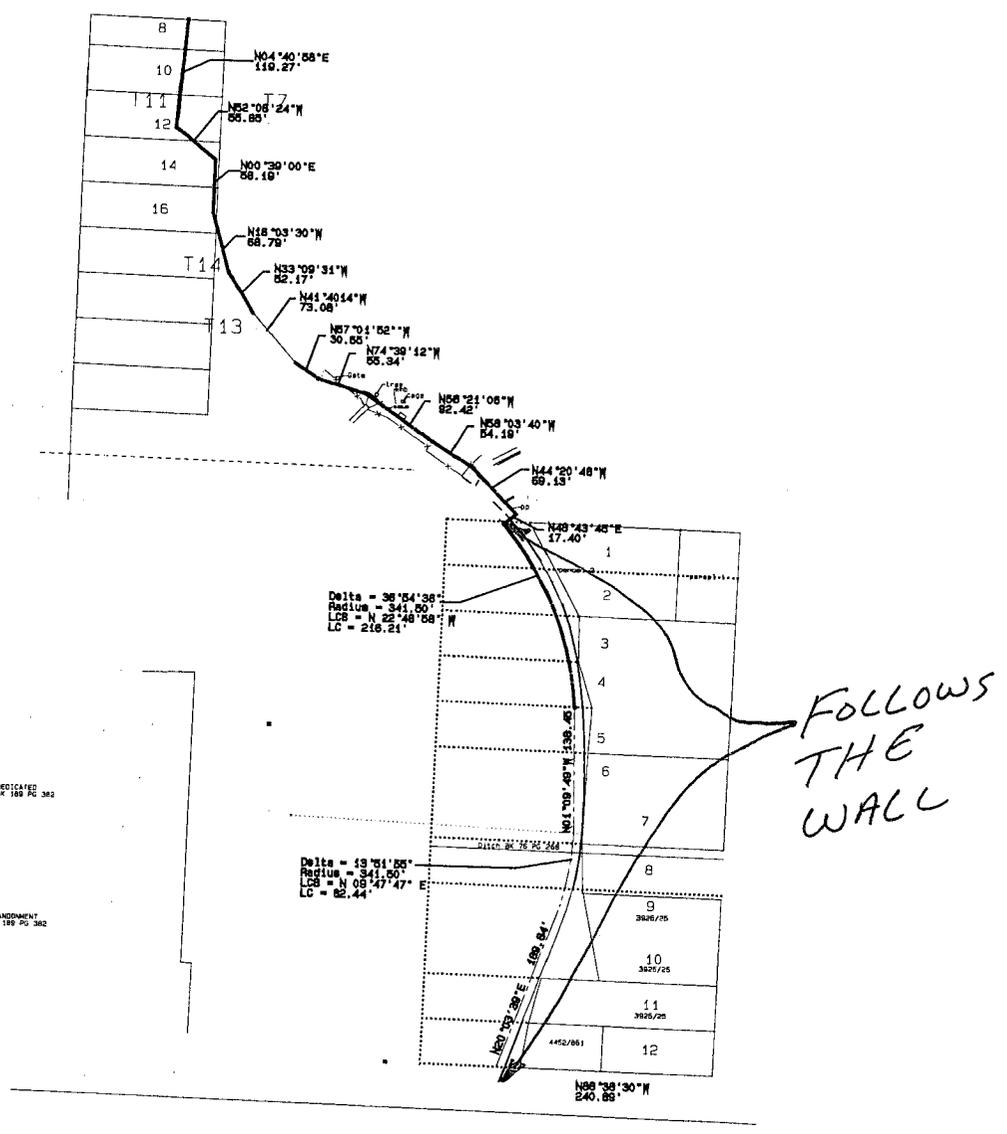
## EXHIBIT 'A'

### TRAIL EASEMENT

A 15.00 feet wide Trail Easement, lying 7.50 each side of following described centerline, said Trail Easement being created herein is pertinent only to that portion lying within Block "G" and Block 25, of the City of Prescott Original Townsite of Prescott and East Prescott Addition, according to the plat of record on file in the Office of the Yavapai County Recorder in Book 4 of Maps and Plats, Page 22, more particularly described as follows:

Commencing from the Southeast corner of Lot 12, of said Block 25, thence N 88°38'30" W, 240.89 feet, along the South line of Lot 12, to the centerline of this easement; and the Point of Beginning;  
Thence N 20°03'39" E, 189.84 feet;  
Thence Northeasterly along a curve to the left having a chord bearing of N 09°47'47" E, a chord length of 82.44 feet, a central angle of 13°51'55" and a radius of 341.50 feet;  
Thence N 01°09'49" W, 138.45 feet;  
Thence Northwesterly along a curve to the left having a chord bearing of N 22°48'58" W, a chord length of 216.21 feet, a central angle of 36°54'36", and a radius of 341.50 feet;  
Thence N 48°43'45" E, 17.40 feet;  
Thence N 44°20'48" W, 69.13 feet;  
Thence N 58°03'40" W, 54.19 feet;  
Thence N 56°21'06" W, 92.42 feet;  
Thence N 74°39'12" W, 55.34 feet;  
Thence N 57°01'52" W, 30.65 feet;  
Thence N 41°40'14" W, 73.08 feet;  
Thence N 33°09'31" W, 52.17 feet;  
Thence N 16°03'30" W, 68.79 feet;  
Thence N 00°39'00" E, 58.19 feet;  
Thence N 52°08'24" W, 55.85 feet;  
Thence N 04°40'58" E, 119.27 feet, to a point on the South line of the North 17.00 feet of Lot 8, and being the terminus point of the line.







**CITY OF PRESCOTT  
PARKS, RECREATION & LIBRARY  
DEPARTMENT**

P.O. Box 2059, Prescott AZ 86302 (928) 777-1560

## **Memorandum**

TO: Gary Kidd  
Craig McConnell  
Tom Guice  
Mark Nietupski  
Ryan Smith

FROM: Eric Smith

DATE: August 19, 2008

RE: Comments on Cavan - 395 acres – Development Agreement

Thank you for the opportunity to review the Cavan - 395 acres – Granite Dells Ranch Holding LLC - Development Agreement with respect to the Prescott Peavine National Recreation Trail. My comments are divided according to north and south of SR89A:

### **South of SR89A:**

Last year we purchased and opened the Prescott Peavine Trail to SR89A. Yavapai County allowed us to create a temporary trailhead on County property east of Side Road, and the area receives some trail use. A few months ago when we met with Cavan representatives at Lyon Engineering, Cavan agreed to provide right-of-way and/or fee simple land to create a permanent trailhead (parking), and necessary easement/access eastbound to the Granite Dells Ranch (large) box culverts under SR89A (east of Side Road) for use as a trail underpass. We are appreciative to Cavan in providing this much needed parking and underpass under highway.

Our only concern is with the trail/road interface at the new proposed east-west roadway south of SR89A. We are concerned about safety of hikers, runners, equestrians, and bicyclists crossing the roadway, primarily since they are not currently crossing a roadway.

**South of SR89A (continued):**

Grade separation is recommended if a high volume of vehicular traffic is anticipated (e.g., similar to 10' x 10' trail underpass along Willow Creek Road near ERAU campus). If a grade separated interface is not possible due to costs, we would respectfully request stop signs for the roadway, and/or a cross-walk with a motion-activated flashing light alerting motorists of someone crossing.

**North of SR89A**

We agreed with Cavan that we needed an easement to traverse from the large box culverts/trail underpass under highway (mentioned above), westbound over to the railroad grade for northbound trail users. Once again, for the interface with the proposed Airport Blvd, grade separation is recommended if a high volume of vehicular traffic is anticipated (e.g., similar to 10' x 10' trail underpass along Willow Creek Road near ERAU campus). If a grade separated interface is not possible due to costs, we would respectfully request stop signs for the roadway, and/or a cross-walk with a motion-activated flashing light alerting motorists of someone crossing.

**Regarding 3.9b dedication to City of open space/floodplain**

Due to staffing and budgetary limitations, and a portfolio of open space that is growing with open space purchases, Parks and Recreation is not in a position to take on additional acreage for maintenance unless it is part of a defined open space preserve (i.e., Granite Dells, etc.). Is it possible that this proposed dedication remain in private ownership? The Open Space Advisory Committee may have additional comments on this area.

Thank you.

cc: Debbie Horton, Deputy Director, Parks, Recreation, and Library  
Department  
Chris Hosking, Trails Specialist

<b>COUNCIL AGENDA MEMO – (09/02/08 &amp; 09/09/08)</b>	
<b>DEPARTMENT:</b>	Economic Development
<b>AGENDA ITEM:</b>	Approval of payment to Prescott Chamber of Commerce for Annual Courthouse Lighting

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Jane Bristol, Economic Development Director	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>[Signature]</i>	8/22/08

**Background**

The City of Prescott has contributed funds to the Prescott Chamber of Commerce for several years to enhance the annual Courthouse Lighting from bed tax receipts. When the bed tax rate was increased from 2% to 3% in FY2008, Council agreed to contribute up to 5% of bed tax receipts to this annual event.

**CURRENT STATUS**

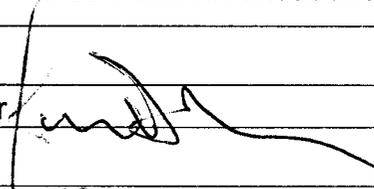
The allocation of bed tax receipts in FY2008 was budgeted as follows:

- PACT            40.0%
- City            40.0%
- Rodeo           7.5%
- PAAHC        7.5%
- Chamber       5.0%

The Chamber of Commerce allocation in FY2009 based on the above formula equals \$34,036. This amount is restricted to the Annual Courthouse Lighting in December 2008, and the Chamber has requested payment as soon as possible. These funds are available in the Bed Tax Fund 18-801.

**Recommended Action:** **MOVE** to approve payment of \$34,036.00 to the Prescott Chamber of Commerce to be used for the Annual Courthouse Lighting in December 2008.

<b>COUNCIL AGENDA MEMO – (09/02/08 &amp; 09/09/08)</b>	
<b>DEPARTMENT:</b>	Office of the Mayor
<b>AGENDA ITEM:</b>	Immigration Issues Task Force Recommendations

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b>	Jack D. Wilson, Mayor 	07-21-2008
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Steve Norwood 	07/23/08

**Background**

Mayor Wilson established a Mayor's Advisory Committee on Immigration Issues which has concluded its work and made three recommendations:

- 1) Ask the Prescott City Council to send a letter to the area's state legislative representatives (Mason, Tobin and O'Halleran) and Arizona's U.S. Congressional delegation, urging "comprehensive immigration reform." See Attachment 1 - Approved Task Force Recommendation 1.
- 2) Recommend the formation of a three-member city immigration advisory committee. It was felt that this committee could deal with immigration-related issues as they arise in the community, as an alternative to taking each issue to the City Council. One member should be from the city and Lt. Reinhardt is suggested. The other two members would be appointed by the Prescott City Council.
- 3) Schedule a public meeting that would feature two speakers. Brenda Bobinsky suggested bringing in Judith Gans, Director, Immigration Policy Program at the Udall Center for Studies in Public Policy at the University of Arizona to present her report: *Immigrants in Arizona: Fiscal and Economic Impacts*. City Attorney Gary Kidd suggested having Yuma City Attorney Steven Moore speak about his city's experiences with immigration. It was felt the two presentations would provide a balance on the issues.

**Financial Impact**

- 1) Minimal.
- 2) Could vary depending on the number of meetings.
- 3) Estimated at \$500.00.

<p><b>Recommended Action:</b></p> <ol style="list-style-type: none"> <li>(1) Approve a letter to Arizona legislative representatives Mason, Tobin and O'Halleran, plus the Arizona congressional Delegation as specified in Attachment 1;</li> <li>(2) Approve formation of a three-member City Immigration Advisory Committee with Lt. Andrew Reinhardt as the City of Prescott member, with Prescott City Council to nominate and appoint other two members; and</li> <li>(3) Approve scheduling a public meeting that would feature two speakers:               <ol style="list-style-type: none"> <li>(a) Judith Gans, Director, Immigration Policy Program at the Udall Center for Studies in Public Policy at the University of Arizona to present her report: <i>Immigrants in Arizona: Fiscal and Economic Impacts</i>. B</li> <li>(b) Yuma City Attorney Steven Moore to speak about his City's experiences with immigration.</li> </ol> </li> </ol>
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## **Attachment 1 - Approved Task Force Recommendation 1**

### ***Letter to Arizona Congressional Delegation***

The Immigration Task Force proposes that the Prescott City Council send a letter to our Arizona legislative representatives (Mason, Tobin and O'Halleran) plus the Arizona Congressional Delegation (two senator, eight representatives), urging them to work on immigration reform at the Federal level. The task force recommends that letter address the following issues:

1. Create a guest-worker program. Most illegal immigrants come to work. This would give them a chance to do that without breaking the law. By allowing guest workers, U.S. authorities could focus on drug dealers and security hazards instead of job-seekers.
2. Secure the border, prevent illegal residents and workers.
3. Pressure the federal government. It's essential to better reimburse local officials for the costs of illegal immigrants and recognize the federal obligation to do so.
4. Inform the public. Too many still don't have an accurate picture of the full economic impact of immigrant labor.
5. The Federal Government is urged to develop reformed Visa and citizenship application processes.

### **Arizona Congressional Delegation Members**

#### **Representatives**

Trent Franks  
Gabrielle Giffords  
Jeff Flake  
Raul Grijalva  
Harry Mitchell  
Ed Pastor  
Rick Renzi  
John B. Shadegg

#### **Senators**

John McCain  
Jon Kyl

### **Arizona Legislators**

#### **Representatives**

Lucy Mason  
Andy Tobin

#### **Senators**

Tom O'Halleran

# **MAYOR'S IMMIGRATION ISSUES TASK FORCE**

## **Meeting Minutes - June 23, 2008 Meeting**

The final meeting of the **Mayor's Immigration Issues Task Force** was held on Monday, June 23, 2008, in the Council Chambers, 201 S. Cortez Street, Prescott, Arizona.

### **Attendees:**

- Minutemen (Mel Oliverson)
- Sacred Heart (Gladdy Miller, replacing Sister Ann)
- Veterans for Secure Borders (Bob Park)
- Prescott College AZLan Center (Amy Wendhausen, substitution for Ligia Umana)
- Deputy City Manager (Laurie Hadley)
- Police Department (Lt. Andrew Reinhardt)
- City Attorney (Gary Kidd)
- Yavapai County Contractors Association, YCCA (Sandy Griffis)
- Hispanic Community Representative (Brenda Bobinsky)
- Facilitator/mediator (Gil Shaw)
- Committee chairman (Mayor Jack Wilson)

### **Meeting recap**

The meeting was called to order at 2:00pm by task force chair Mayor Jack D. Wilson. Task force members substituting for others introduced themselves: Gladdy Miller (replacing Sister Ann for Sacred Heart) and Amy Wendhausen (substitution for Ligia Umana).

Facilitator Gil Shaw then had task force members summarize their proposals. A summary of these proposals, who presented them and the task force's action on each, is presented in the table, on the following page.

### **Actions Taken**

Three (3) recommendations were accepted by the committee to be given to the mayor who will in turn present them to the Prescott City Council.

The first recommendation came from Mayor Jack D. Wilson. It was later modified to include an addition proposed by Gladdy Miller. This recommendation asks the Prescott City Council to send a letter to the area's state legislative representatives (Mason, Tobin and O'Halleran) and Arizona's U.S. Congressional delegation, urging "comprehensive immigration reform." See Attachment 1 - Approved Task Force Recommendation 1.

The second recommendation would be the formation of a three-member city immigration advisory committee. Gladdy Miller suggested the committee as a way of dealing with immigration-related issues as they arise in the community, as an alternative to taking each issue to the City Council. One member should be from the city and Lt. Reinhardt was suggested.

The third recommendation combined suggestions from Brenda Bobinsky, Hispanic Community representative and from Gary Kidd, Prescott City Attorney. The recommendation is to schedule a public meeting that would feature two speakers. Brenda Bobinsky suggested bringing in Judith Gans, Director, Immigration Policy Program at the Udall Center for Studies in Public Policy at the University of Arizona to present her report:

*Immigrants in Arizona: Fiscal and Economic Impacts.* City Attorney Gary Kidd suggested having Yuma City Attorney Steven Moore speak about his city's experiences with immigration. It was felt the two presentations would provide a balance on the issues.

Mayor Wilson stated he expects to take the three recommendations to the Prescott City Council for consideration within the next three to four weeks.

**Recommendation Presented**

<b>Proposal Description</b>	<b>Presented By</b>	<b>Task Force Action</b>
Recommend that Prescott City Council send letter to Arizona legislators and Arizona Congressional delegation asking for action on comprehensive immigration reform.	Mayor Wilson	Consensus to proceed, add issue about visa processing as a fifth item: 5. The Federal Government is urged to develop reformed Visa and citizenship application processes.
Volunteer effort to determine work needs that are not currently being filled by local labor pool. Encourage reform, including availability of H2B visas to meet local labor needs not met by citizens.	Brenda Bobinsky #1	Tabled. No action required by the City of Prescott.
Immediately revise budget to dedicate two police officers to immigration and strict enforcement of existing ordinances at Lincoln and Gove.	Mel Oliverson #1	At least two committee members had heartburn with this recommendation
Create a permanent oversight of advisory committee for City Council on immigration issue.	Gladdy Miller #1	Consensus to accept. This committee would need to be appointed by the city council. It was recommended that it be a three-member committee, with one member from the City of Prescott. Mayor Wilson suggested that the member should be Lt. Reinhardt. However, other suggestions were made including a City Attorney representative and or City manager's staff representative.
Requesting immigration status of any one arrested or detained by City of Prescott Police.	Bob Parks, Item #1	Lt. Reinhardt stated that the Prescott Police Department is currently moving forward with this issue.
Query business owners on Immigration issues, labor needs and effects of	Amy Wendhousen #1	Tabled as no city action required.

immigration on local economy.		
Invite Judith Gans, Manager of the Immigrations Policy Program at the Udall Center for Studies in Public Policy at the University of Arizona to present her report: <i>Immigrants in Arizona: Fiscal and Economic Impacts.</i>	Brenda Bobinsky, Item #2	Consensus to accept recommendation with a modification to also invite Yuma City Attorney Steven Moore speak about his city's experiences with immigration.
Immediate appointment of a Mayor's Immigration "Ombudsman."	Mel Oliverson, remainder of proposals	No action taken, but see Gladdy Miller recommendation #1, above.
Ask Federal Government for a Comprehensive Reform Bill on Immigration in the form of an official letter from the Prescott City Council.	Gladdy Miller #2	Was added to Mayor Wilson's recommended letter, above.
Utilize a "traffic stop form" for all stops. This is the form that DPS was required to use after a lawsuit regarding racial profiling in their traffic stops.	Amy Wendhausen #2	No action. Lt. Reinhardt expressed concern about the issue and indicated he would take any complaints very seriously. He encouraged anyone to come forward with a complaint. During his tenure on the force he recalls none against the City of Prescott Police.

### Concluding Remarks

Mayor Wilson thanked all the participants for sticking with the task force through several months of effort. All participants expressed their thanks to the Mayor for taking the issue on and forming the task force and that they look forward to continue to work with everyone on the issue of immigration in Prescott.

Mayor Wilson adjourned the meeting at approximately 4:35pm.

Respectfully submitted

Mayor Jack D. Wilson

JDW/jdw

# **Attachment 1 - Approved Task Force Recommendation 1**

## ***Letter to Arizona Congressional Delegation***

The Immigration Task Force proposes that the Prescott City Council send a letter to our Arizona legislative representatives (Mason, Tobin and O'Halleran) plus the Arizona Congressional Delegation (two senator, eight representatives), urging them to work on immigration reform at the Federal level. The task force recommends that letter address the following issues:

1. Create a guest-worker program. Most illegal immigrants come to work. This would give them a chance to do that without breaking the law. By allowing guest workers, U.S. authorities could focus on drug dealers and security hazards instead of job-seekers.
2. Secure the border, prevent illegal residents and workers.
3. Pressure the federal government. It's essential to better reimburse local officials for the costs of illegal immigrants and recognize the federal obligation to do so.
4. Inform the public. Too many still don't have an accurate picture of the full economic impact of immigrant labor.
5. The Federal Government is urged to develop reformed Visa and citizenship application processes.

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**COUNCIL AGENDA MEMO – September 2, 2008**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approval of Ordinance No. 4667-0910 authorizing purchase and acceptance of public right-of-way and temporary construction easement from Prescott Unified School District No. 1 for the Williamson Valley Road Improvement Project, Sidewinder Road to Shadow Valley Ranch Road.

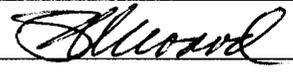
**Approved By:**

**Date:**

**Department Head:** Mark Nietupski

**Finance Director:** Mark Woodfill

**City Manager:** Steve Norwood



08/28/08

**Item Summary**

Approval of this ordinance will acquire right-of-way and temporary construction easement from Prescott Unified School District No. 1 (PUSD) necessary for the Williamson Valley Road Improvement Project.

**Background**

Reconstruction of Williamson Valley Road was identified in the Ten-Year Street Improvement Program of July 1995. This project will widen and improve the segment of Williamson Valley Road, within City limits, between Sidewinder Road and Shadow Valley Ranch Road.

The acquisition involves a portion of real property, 7,268 square feet in area, from Assessors Parcel No. 116-04-002D along with a temporary construction easement 7,200 square feet in area. Compensation is in the amount of \$45,950.00 and includes loss of landscaping. The agreement amount is based on competitive market data provided by Michael Wolf Real Estate Appraisal Services, State Certified Appraiser, the appraisal firm retained by the City for this project. A copy of the actual agreement is available in the City Clerk's Office; compensation worksheets are on file at the Public Works office. Upon approval of the ordinance and associated closing, 5 of 23 parcels will have been acquired.

The PUSD Board of Education approved the agreement at their August 12, 2008, meeting.

**Budget**

The FY 09 Streets Capital Improvement Program includes \$900,000.00 for the Williamson Valley Road Project (Account No. 66-88614; source – One Cent Sales Tax for Streets and Open Space). The total amount required for the acquisition is \$45,950.00 plus closing costs estimated between \$200 and \$1000. The actual closing costs will determine the final amount of the transaction.

**Attachments** - Ordinance No. 4667-0910

**Recommended Action:** Move to adopt Ordinance No. 4667-0910.

**ORDINANCE NO. 4667-0910**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTY, TEMPORARY CONSTRUCTION EASEMENT AND IMPROVEMENTS FROM PRESCOTT UNIFIED SCHOOL DISTRICT #1 FOR THE WIDENING OF WILLIAMSON VALLEY ROAD, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE**

**RECITALS:**

WHEREAS, the City Council has determined that certain real property, easements and improvements are needed by the City for the widening of Williamson Valley Road: and

WHEREAS, the proposed purchase price of the following described property, easement and improvements are deemed to be fair and equitable.

**ENACTMENTS:**

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase that certain right-of-way and temporary construction easement more particularly described in that certain Agreement for Sale of Real Property dated August 12, 2008, from Prescott Unified School District #1, pursuant to the terms and conditions as set forth therein, for the purchase price of \$45,950.00 plus closing costs.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 9th day of September, 2008.

\_\_\_\_\_  
JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH A. BURKE, City Clerk

\_\_\_\_\_  
GARY D. KIDD, City Attorney

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<b>COUNCIL AGENDA MEMO – 09/02/08 &amp; 09/08/08</b>	
<b>DEPARTMENT:</b> Public Works	
<b>AGENDA ITEM:</b> Award of bid for the Rosser Street Traffic Calming and Re-striping Project to Core 5 Construction LLC., in the amount of \$73,335.15.	

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b> Mark Nietupski		
<b>Finance Director:</b> Mark Woodfill		
<b>City Manager:</b> Steve Norwood	<i>SNorwood</i>	08/27/08

**Item Summary**

This item is to award a bid and contract for the installation of various traffic calming measures on Rosser Street in the area of the Meadows subdivision.

**Background**

This project generally consists of the installation of new raised medians, curb extensions, and signing and striping to realign travel lanes on Rosser Street through the area for the purpose of slowing and properly directing traffic. This work is one portion of the ongoing efforts to implement traffic calming across the entire length of Rosser Street.

**Bid Results**

Four bids were received on August 14, 2008, with Core 5 Concrete LLC. submitting the low bid in the amount of \$73,335.15.

Bidder	Location	Base Bid
Engineer's Estimate		\$ 101,840.00
Core 5 Concrete, LLC.	Prescott Valley	\$73,335.15
Asphalt Paving & Supply Inc.	Prescott Valley	\$84,434.75
Unico Universal, LLC.	Prescott	\$103,987.75
Fann Contracting, Inc.	Prescott	\$120,834.00

Core 5 Concrete has submitted written confirmation of their bid, which is \$28,504.85 less than the Engineer's estimate.

**Project Schedule**

Pending bid award and execution of the contract, staff expects to issue a Notice to Proceed to Core 5 Concrete LLC., in September, 2008. The contract period will be 30 calendar days.

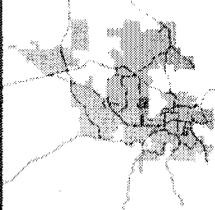
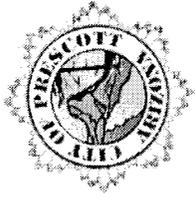
**Agenda Item:** Award of bid for the Rosser Street Traffic Calming and Re-striping Project to Core 5 Concrete LLC., in the amount of \$73,335.15.

**Budget**

The project has been budgeted in Fiscal Year 2008. Funding for this project is available in Account No. 66-88601 from the One Cent Sales Tax for Streets and Open Space.

**Attachments**      Location Map

**Recommended Action:** MOVE to award a contract, in the amount of \$73,335.15 to Core 5 Concrete LLC., Prescott Valley, for the installation of traffic calming measures on Rosser Street.

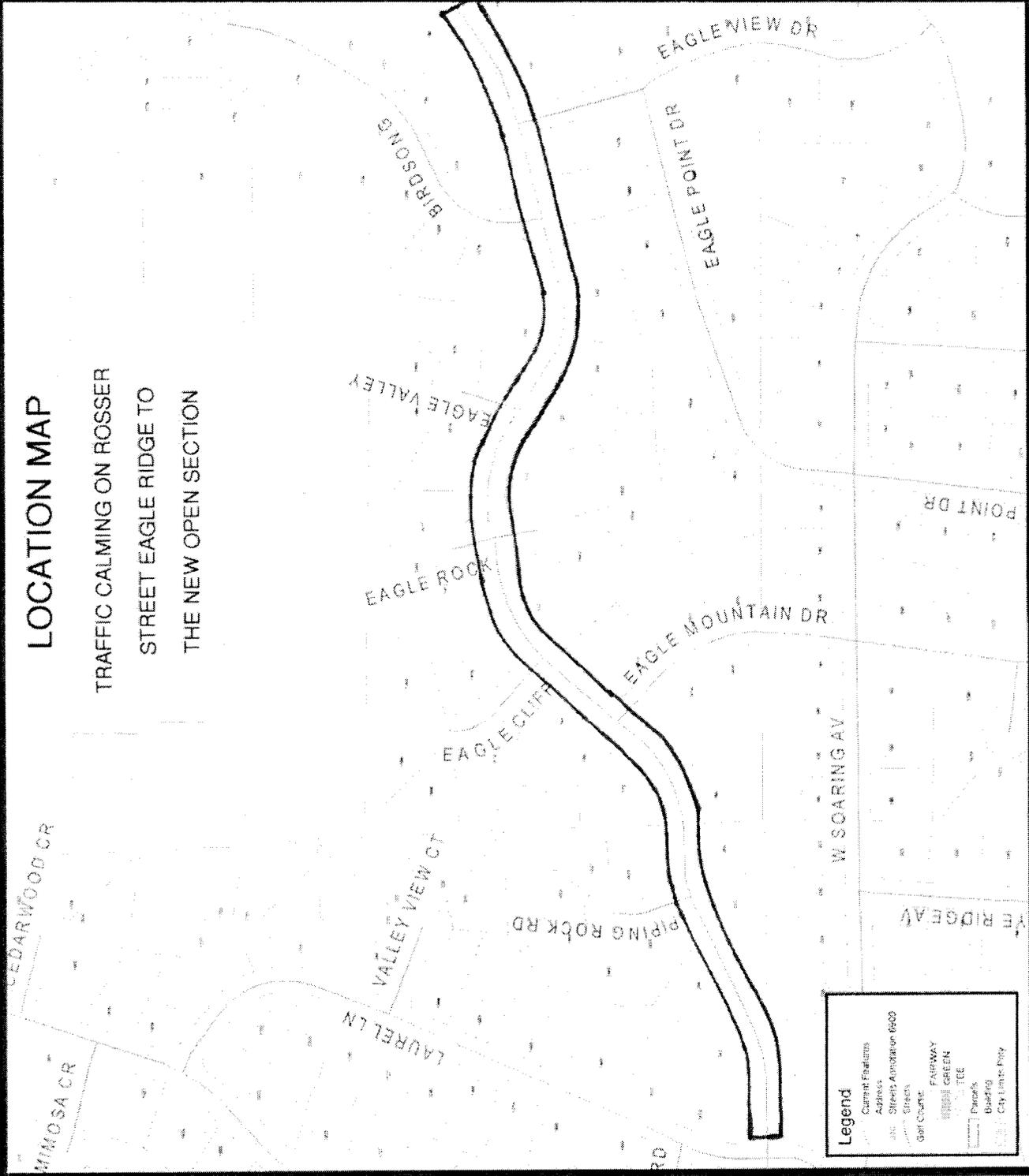


This map is a product of the City of Prescott GIS



# LOCATION MAP

TRAFFIC CALMING ON ROSSER STREET EAGLE RIDGE TO THE NEW OPEN SECTION



**Legend**

- Current Features
- Address
- Streets Annotation 6500
- Streets
- SOI Course
- FAIRWAY
- GREEN
- TEE
- Pavement
- Barbed
- City Limits Poly

This document is a graphic representation only of data as shown. The City of Prescott assumes no responsibility for any errors.

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<b>COUNCIL AGENDA MEMO – 09/02/08 &amp; 09/08/08</b>	
<b>DEPARTMENT:</b>	Public Works
<b>AGENDA ITEM:</b>	Award of bid for the McCormick Street Sidewalk Construction Project, Goodwin Street to the Pioneer Retirement Home Road, to Core 5, LLC in the amount of \$66,691.80.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>[Signature]</i>	8/27/08

**Item Summary**

This item is to award a bid and contract for construction of new sidewalk, curb and gutter, drainage improvements, removal and replace of a retaining wall and new striping along the west side of McCormick Street from Goodwin Street to the Pioneer Retirement Home road.

**Background**

Currently there is not a continuous sidewalk on the west side of McCormick Street between Goodwin Street to the Pioneer Retirement Home road. This project will construct approximately 700-linear feet of new sidewalk to enhance pedestrian connectivity between the noted streets. This project is consistent with Council's objectives for the extension of sidewalks within the City.

The project generally consist of approximately 1,775 square-feet of 4-foot wide sidewalk, 1,530 square-feet of 6-inch thick concrete driveway entrances, 435 linear-feet of concrete rolled curb, the installation of drainage scuppers, the removal and replacement of an existing wall at the intersection of Goodwin and McCormick and new striping.

**Bid Results**

Bids were received on August 14, 2008, with the following results:

Bidder	Location	Total Bid
Core 5, LLC	Prescott Valley, AZ	\$ 66,691.80
Asphalt Paving & Supply	Prescott Valley, AZ	\$90,998.50
WWC. LLC	Prescott, AZ	\$94,100.00
Bunny's, Inc.	El Mirage, AZ	\$100,816.00
Unico Universal, Inc.	Prescott, AZ	\$115,038.50
Caymus Corporation	Tempe, AZ	\$122,942.15

**AGENDA ITEM:** Award of bid for the McCormick Street Sidewalk Construction Project Gurley Street to Sheldon Street, to Talis Construction, Inc., in the amount of \$115,244.34

The Engineer's Estimate was \$106,109.75. Written bid confirmation has been received from Core 5, LLC.

### **Schedule**

The contract allows thirty (30) calendar days for completion of the work with specific project milestones listed below:

Award of Contract	Sept 9, 2008
Pre-Construction Meeting	September 15, 2008
Notice to Proceed (NTP)	September 22, 2008
Substantial Project Completion	October 21, 2008

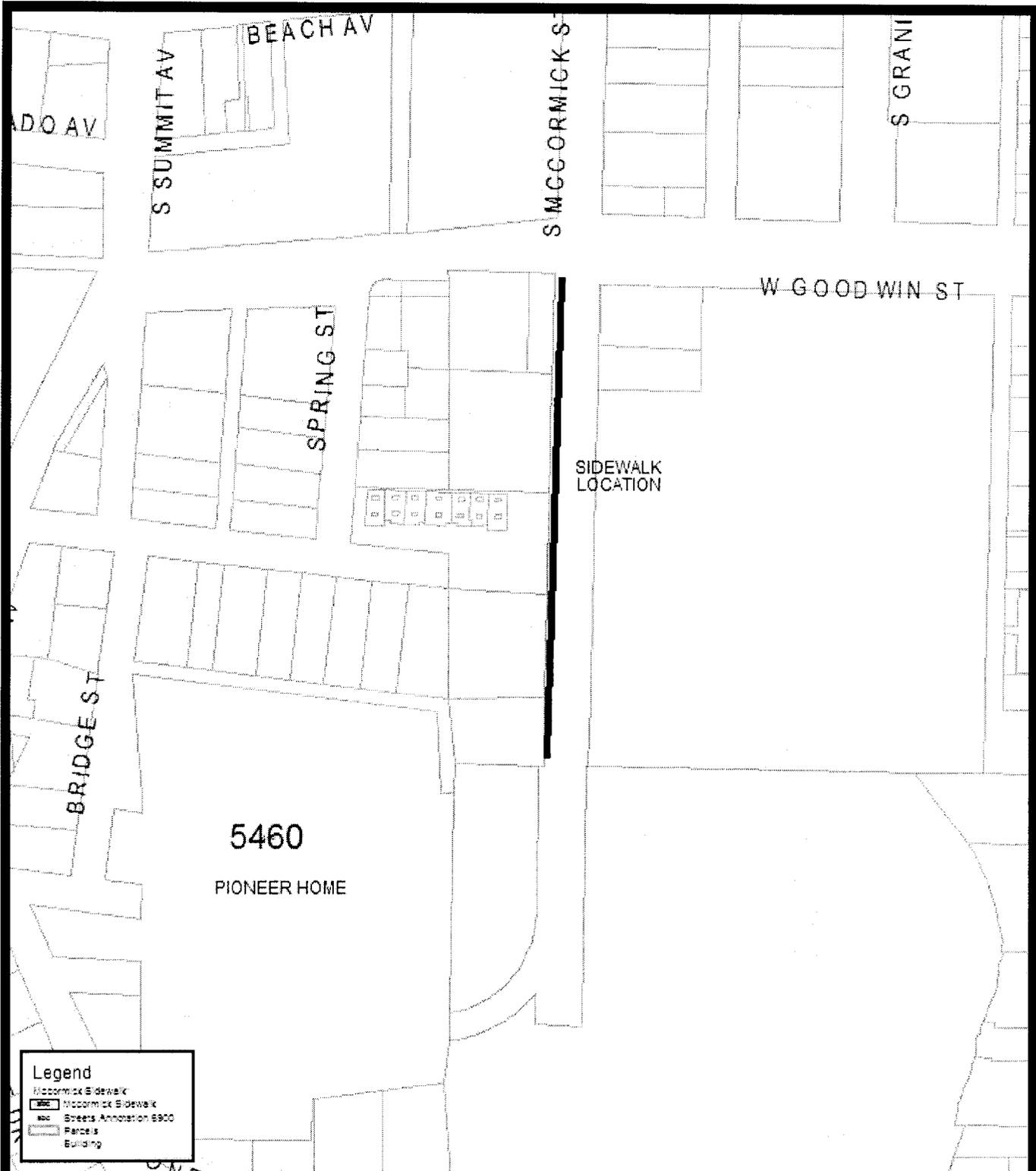
### **Budget**

Funding for this project will be from the One Cent Sales Tax for Streets and Open Space FY 09 Account No. 66-88656.

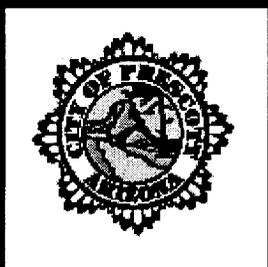
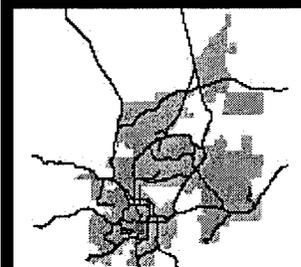
### **Attachments**

- Site Vicinity Map
- Typical cross-section

**Recommended Action: MOVE** to award the bid for the McCormick Street Sidewalk Construction Project to Core 5, LLC, Prescott Valley, in the amount of \$ 66,691.80.

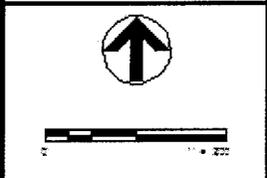


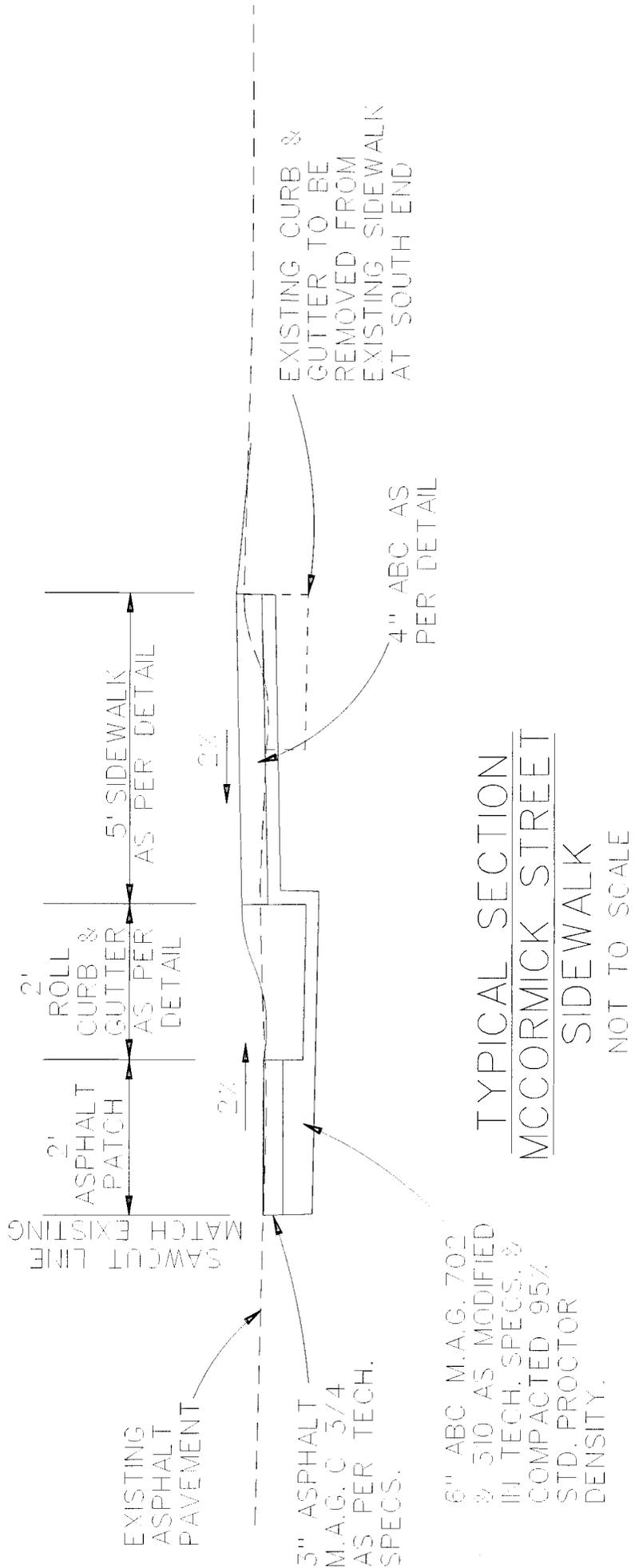
Legend	
	McCormick Sidewalk
	McCormick Sidewalk
	Streets Annotation 6900
	Parcels
	Building



McCormick Street  
 Sidewalk  
 Location Map

This map is a product of the  
The City of Prescott GIS





EXISTING CURB &  
GUTTER TO BE  
REMOVED FROM  
EXISTING SIDEWALK  
AT SOUTH END

4" ABC AS  
PER DETAIL

TYPICAL SECTION  
MCCORMICK STREET  
SIDEWALK  
NOT TO SCALE

EXISTING  
ASPHALT  
PAVEMENT

3" ASPHALT  
M.A.G. C 5/4  
AS PER TECH.  
SPECS.

6" ABC M.A.G. 702  
& 510 AS MODIFIED  
IN TECH. SPECS. &  
COMPACTED 95%  
STD. PROCTOR  
DENSITY.

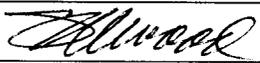
SAWCUT LINE  
MATCH EXISTING

2'  
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2'  
ROLL  
CURB &  
GUTTER  
AS PER  
DETAIL

5' SIDEWALK  
AS PER DETAIL

<b>COUNCIL AGENDA MEMO – (09/02/08 &amp; 09/09/08)</b>	
<b>DEPARTMENT:</b>	Legal/Risk Division
<b>AGENDA ITEM:</b>	Renewal of Airport Liability Policy Effective October 1, 2008 thru September 30, 2009

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Gary D. Kidd	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood 	08/27/08

**Item Summary-**

This is the annual renewal of the Airport Premises Liability policy for FY09 that is due to renew on October 1, 2008. This policy covers premises liability at the airport.

**Background:**

Marsh USA Inc. (Marsh), the City's insurance broker, has recently completed its solicitations of competitive premium quotes for the Airport Liability policy that the City typically purchases annually. We directed our broker to seek out all qualified insurance companies in order to obtain the best competitive pricing. Staff has reviewed the proposals. Included for your consideration are the most favorable and recommended options. This policy is due to renew on October 1, 2008.

- Airport Premises Liability**– Staff received four (4) proposals and one (1) declination. Last year, Ace Property and Casualty Insurance Co. (the incumbent), proposed a premium of \$31,627.

*Option (a) this year, Ace Property and Casualty ("Ace") proposed a premium of \$22,500. This is reduction of \$9,127 or approximately 41%*

*Option (b) AIG proposed a premium of \$22,595, which is slightly higher than Ace, and does offer comparable coverage.*

Staff recommends that the city renew with Ace. Ace has been the Airport Liability carrier for several years now and understands the City's airport operation and is the lowest proposal.

**Recommended Action:** MOVE to authorize the Mayor and staff to purchase an Airport Premises Liability Policy with Ace Property and Casualty Co. in the amount of \$22,500.00.

<b>COUNCIL AGENDA MEMO – (09/02/08 &amp; 09/09/08)</b>
<b>DEPARTMENT:</b> Legal/Risk Division
<b>AGENDA ITEM:</b> Proposal for Environmental Risk Assessment FY09

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Gary D. Kidd	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>SNorwood</i>	<i>08/27/08</i>

**Item Summary-**

The Legal/Risk Division is proposing that the City proceed with an Environmental Risk Assessment in order to pursue purchasing an Environmental Risk Policy in FY09.

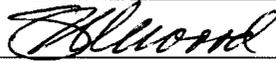
**Background:**

Last year, the City sent out RFP proposals for a professional services contract for an Environmental Risk Assessment in order to explore the possibility of environmental insurance. The City received one (1) response from Marsh (our current broker). The cost of the Environmental Risk Assessment was \$54,000, which was not budgeted at that time. In March 2008, the City Risk Manager was able to negotiate a lower price for the assessment of \$42,250. This is a savings of \$11,750 and this amount was included in the budget for this fiscal year.

The scope of services remains the same as the original proposal and includes a comprehensive assessment which will be used to assess and obtain environmental coverage. The legal staff recommends that we proceed with the Risk Assessment at a cost of \$42,250, which is necessary for an environmental insurance policy.

<p><b>Recommended Action:</b> <b>MOVE</b> to approve a contract for an Environmental Risk Assessment with Marsh, in the amount of \$42,250 and authorize the Mayor and staff to execute all necessary documents.</p>
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<b>COUNCIL AGENDA MEMO – (September 2 &amp; September 9, 2008)</b>
<b>DEPARTMENT:</b> City Clerk
<b>AGENDA ITEM:</b> Public Hearing and consideration of a liquor license application from Carla Roberts, Applicant for Jazzy's Wine, LLC, for a Series 06, All Spirituous Liquor Bar, license for Jazzy's Wine Bar located at 219 North Cortez Street, Suite D.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Elizabeth A. Burke	
<b>Finance Director:</b>	
<b>City Manager:</b> Steve Norwood 	08/28/08

A Liquor License Application, City No. 09-056 State No. 06130040, has been received from Carla Roberts, Applicant for Jazzy's Wine, LLC, for a Series 06, All Spirituous Liquor Bar, License for **Jazzy's Wine Bar** located at 219 North Cortez Street, Suite D.

The public hearing will be held at the Regular Council Meeting of Tuesday, September 9, 2008. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

This license application is due to a person to person transfer of a Series 06, All Spirituous Liquor Bar, Liquor License. Ms. Roberts still holds an inactive Series 07, Beer & Wine Bar Liquor License.

A copy of the application is available for Council's review in the City Clerk's Office.

<b>Recommended Action:</b> (1) <b>MOVE</b> to close the Public Hearing. (2) <b>MOVE</b> to approve/deny State Liquor License Application No. 06130040, for a new Series 06, All Spirituous Liquor Bar, Liquor License for Carla Roberts, Applicant for Jazzy's Wine, LLC for Jazzy's Wine Bar located at 219 North Cortez Street, Suite D.
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**ARIZONA STATE LIQUOR LICENSES  
TYPES / PURPOSES  
AS OF 04/07**

**License Types: Series 01 In-State Producer's License**

Allows an in-state producer to produce or manufacture spirituous liquor and sell the product to a licensed wholesaler.

**License Types: Series 02 Out-of-State Producer's License**

Allows an out-of-state producer, exporter, importer or rectifier to ship spirituous liquor into the state to a licensed Arizona wholesaler.

**License Types: Series 03 Domestic Microbrewery License**

Allows the licensee of a microbrewery to manufacture or produce not less than 5,000 gallons of beer in each calendar year following the first year of operation and not more than 620,000 gallons of beer in a calendar year.

**License Types: Series 04 Wholesaler's License**

Allows a wholesaler to warehouse and distribute for sale, spirituous liquor to a licensed retailer.

**License Types: Series 05 Government License**

Allows the holder of a government license to sell and serve spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town or state university whose governing body has authorized its use.

**License Types: Series 06 Bar License – Transferable**

Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

**License Types: Series 07 Beer and Wine Bar License - Transferable**

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

**License Types: Series 08 Conveyance License (Airplanes, Trains, and Boats)**

Allows the owner or lessee of an operating airline, railroad or boat to sell all spirituous liquors in individual portions or in original containers for consumption *only* on the plane, train or boat.

**License Types: Series 09 Liquor Store License (All spirituous liquors) - Transferable**

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

**License Types: Series 10 Beer and Wine Store License (Beer and wine only)**

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

**License Types: Series 11 Hotel/Motel License (with Restaurant)**

Allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises.

**License Types: Series 12 Restaurant License**

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

**License Types: Series 13 Domestic Farm Winery License**

Allows a domestic farm winery licensee to manufacture or produce more than two hundred (200) gallons, but less than seventy-five thousand (75,000) gallons of wine annually, from grapes or other agricultural products, of which at least seventy-five percent (75%) are grown in this state.

**License Types: Series 14 Club License**

Allows the holder of a club license to sell and serve spirituous liquor for consumption only on the premises owned, leased or occupied by the club, and only to bona fide members of the club and their guests.

**License Types: Series 15 Special Event License**

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

**Non-transferable License Types: Series 16 Wine Festival/Wine Fair License (Temporary)**

1. Wine festival license: Allows a licensed domestic farm winery to serve samples of its products on the wine festival premises and the sale of such products in original containers for consumption off the wine festival premises.
2. Wine fair license: Allows a licensed domestic farm winery to serve samples of its products at a sanctioned county or state fair, and the sale of such products in original containers for consumption off the fair premises.

**License Types: Series 17 Direct Shipment License**

Allows an out-of-state producer, exporter, importer, or rectifier to take orders from retail customers by telephone, mail, catalog or the Internet. The orders must be shipped into the state to a licensed Arizona wholesaler. The wholesaler must sell the product to a licensed retailer. The retailer will deliver the spirituous liquor to the customer.

## R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.
12. Proximity to licensed childcare facilities as defined by A.R.S. § 36-881.

### **Historical Note**

Former Rule 2; Former Section R4-15-02 renumbered as Section R4-15-102 without change effective October 8, 1982 (Supp. 82-5). Repealed effective July 11, 1983 (Supp. 83-4). New Section adopted effective March 3, 1993 (Supp. 93-1). R19-1-102 recodified from R4-15-102 (Supp. 95-1). Amended by final rulemaking at 11 A.A.R. 5119, effective January 9, 2006 (Supp. 05-4).

Editor's Note: The following Section was amended under an exemption from the Arizona Administrative Procedure Act (A.R.S. Title 41, Chapter 6) pursuant to Laws 1996, Ch. 307 § 18. Although exempt from certain provisions of the rulemaking process, the Department was required to provide for reasonable notice and hearing. This Section was not reviewed by the Governor's Regulatory Review Council; and the Department did not submit notice of proposed rulemaking to the Secretary of State for publication in the Arizona Administrative Register (Supp