



# PRESCOTT CITY COUNCIL COMBINED STUDY SESSION/ VOTING MEETING AGENDA

**PRESCOTT CITY COUNCIL  
COMBINED S.S./REGULAR VOTING MEETING  
TUESDAY, OCTOBER 14, 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 Combined Study Session/Regular Voting 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:** Father John Peck, Prescott Orthodox Christian Church
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Lamerson
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Wilson

Councilman Bell

Councilman Lamerson

Councilwoman Lopas

Councilman Luzius

Councilman Roecker

Councilwoman Suttles

- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

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

- A. Sam Webb re Boys Scouts of America activities in Prescott.
- B. Tammy Linn re *Building Prescott Park One Tile at a Time* in Suchitoto, El Salvador.

## II. PROCLAMATIONS

- A. *October 2008 – United Way of Yavapai County Month*
- B. *October 18, 2008 – American Diabetes Association’s Americans Step Out to Fight Diabetes Day in Prescott*

## III. PRESENTATIONS

- A. Presentation of check by the Economic Development Administration (EDA) to Embry-Riddle Aeronautical University in support of their Technology Park Development Project.
- B. Presentation of G.E.M. (**G**oing the **E**xtra **M**ile) Award.
- C. Presentation by Kim Haddow as Captain of the U.S. Golf Team at World University Games in South Africa.
- D. *Presentation of the Open Space Master Plan by members of the Open Space Acquisition Committee.*

## IV. REGULAR AGENDA

- A. *Public Hearing and consideration of a liquor license application submitted by Robert John Elia, applicant for Ariva LLC, for a Series 07, Beer & Wine Bar, license for Papa’s Italian Restaurant located at 1124 White Spar Road.*
- B. *Approval to purchase and install one replacement HVAC unit and two replacement heating units for the Prescott Police Department from Energy Savings and Cooling in the total amount of \$21,510.00.*
- C. *Approval of reimbursement in the amount of \$54,317.97 to the Adult Center of Prescott, Inc. for audio-visual and security systems to the Rowle P. Simmons Community Center.*
- D. *Approval to purchase two 2009 Honda ST1300P A9 Motorcycles with emergency equipment from North Valley Motorsports, Inc. on the Arizona Department of Public Safety State Contract #L5-024-002 for the amount of \$40,723.90.*
- E. *Adoption of Resolution No. 3908-0914 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting the Special Land Use Permit No. 23-110915-03 provided by the State of Arizona, State Land Department, for the special use of Glassford Hill for public safety communication operations for a five-year period and authorizing the execution of any and all documents to implement same.*

- F. Authorize amendment in the amount of \$14,977.00 to the contract with Modular Solutions, Ltd. For TSA mandated modifications to the temporary terminal expansion unit procured under the emergency procurement provisions of the Procurement Code.
- G. Approval of a professional services contract with DMJM Harris in an amount not to exceed \$129,300.00 for the Airport Area Transportation Plan.
- H. Approval to purchase aggregate materials from Asphalt Paving & Supply in an amount not to exceed \$80,000.00 and from Charter Materials, Flintstone Industries and G&S Gravel, each in an amount not to exceed \$7,000.
- I. Approval of Amendment One to City Contract No. 07-271, Downer Trail Pavement and Utility Reconstruction Project, with Fann Contracting, Inc., in the amount of \$200,553.72.
- J. Approval of Amendment Three to Contract No. 07-089, Iron Springs Road Improvement Project, with Fann Contracting, Inc., in the amount of \$194,387.84.
- K. Approval of reimbursement to Granite Dells Estates Properties, Inc., for expenses for construction of the Airport Zone 18" Second Feed and 12" Water Main Project in an amount not to exceed \$1,691,846.40.
- L. Approval of the Minutes of the Prescott City Council Joint Study Session/Special Meeting of September 16, 2008, the Regular Voting Meeting of September 23, 2008, the Joint Special Meeting/Workshop of September 30, 2008 and the Joint Workshop with Prescott Valley Town Council of October 1, 2008.

**V. ADJOURNMENT**

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing AMENDED 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, MMC

**"United Way of Yavapai County Month"  
October 2008**

WHEREAS, the partnership of nonprofit agencies that collaborate with the United Way of Yavapai County serve one of four citizens of our area through many varied and vitally needed services; and

WHEREAS, the United Way of Yavapai County continues to be the most efficient and effective means of raising funds to reduce duplication of services and programs and respond to the most urgent needs of our community; and

WHEREAS, the United Way of Yavapai County is made up of many hard working and committed volunteers who contribute significantly to the welfare of this community and to those in the most need of its community based nonprofit resources; and

WHEREAS, many citizens, including our youth, our seniors and disabled, our homeless and families in crisis, and the working poor are helped by the monies raised to fund the partnership of nonprofit agencies that collaborate with the United Way of Yavapai County to make a positive community impact.

NOW, THEREFORE, I, Jack D. Wilson, Mayor of the City of Prescott, do hereby proclaim the month of October 2008, as:

**"UNITED WAY OF YAVAPAI COUNTY MONTH"**

and urge all citizens to support and generously give to this community volunteer effort that makes such a significant positive impact on our community and touches the daily lives of so many of our citizens in many ways.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 14<sup>th</sup> day of October, 2008.



JACK D. WILSON, MAYOR  
City of Prescott

ATTEST:

  
ELIZABETH A. BURKE  
CITY CLERK

# PROCLAMATION

## “AMERICAN WALK FOR DIABETES DAY OCTOBER 18, 2008”

WHEREAS, more than 23.6 million Americans – including over 400,000 in Arizona – have diabetes, a serious disease that has no cure; and

WHEREAS, diabetes is the fifth deadliest disease in the United States; and

WHEREAS, an estimated one-third are unaware that they have the disease. More than 224,092 Americans each year will die from its complications; and

WHEREAS, people whose diabetes goes undiagnosed and untreated are subject to any of its life-threatening complications, such as blindness, heart disease, kidney disease, stroke, and leg or foot amputations; and

WHEREAS, this year more than 125,000 people will participate in America’s Step Out: Walk to Fight Diabetes across the country. They will reach out to friends, neighbors and co-workers, gather donations, and slip on their sneakers to raise funds in support of the American Diabetes Association’s premier signature fund-raising event; and

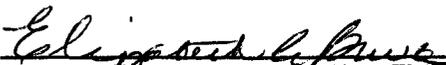
WHEREAS, an increase in community awareness of diabetes, its human impact, and the work of the American Diabetes Association, may stimulate public action to increase research toward a cure, and encourage better treatments for people with diabetes until that cure is found.

NOW THEREFORE, I, Jack D. Wilson, Mayor of the City of Prescott, Arizona, do hereby proclaim Saturday, October 18, 2008 to be the American Diabetes Association’s Americans Step Out to Fight Diabetes Day in Prescott, Arizona and ask that every citizen participate in this fundraising walk to fight diabetes and help raise money for a cure.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 14<sup>th</sup> day of October 2008.

  
\_\_\_\_\_  
JACK D. WILSON, MAYOR  
City of Prescott

ATTEST:

  
\_\_\_\_\_  
ELIZABETH A. BURKE, CITY CLERK  
City of Prescott



## Council Packet Info

To: Mayor & Council  
 From: Michael Byrd, Co-chair Open Space Acquisition Advisory Committee  
 Date: 10 October 2008

RE: Presentation of Open Space Master Plan at 14 October 2008 Council Meeting

Mayor and Council:

I am please to present the Open Space Master Plan developed by the Open Space Acquisition Advisory Committee. Not only was this plan developed using regional and national models, it was also developed at virtually not direct cost to the City of Prescott. The plan covers extensive background justification for the value and benefit of open space to the City of Prescott and provides background for potential and preserved open space areas.

Attached below is a list of open space program successes, as well as the executive summary and recommendations from the plan.

- 2008 Mayor's Open Space Acquisition Advisory Committee completes Open Space Master Plan
- 2008 City in escrow to purchase 80 acre James parcel in Granite Dells area
- 2008 City Purchases 36 acre Granite Gardens (Hazelwood parcel) in Granite Dells
  
- 2007 City prepares and re-opens Community Nature Center to school groups and general public
- 2007 City purchases 8 acre Hisokota parcel in Granite Dells
  
- 2006 City accepts five-acre open space donation along Granite Creek upstream of Yavapai- Prescott Indian Reservation
- 2006 City purchases 18-acre Community Nature Center from Prescott Unified School District
- 2006 City annexes Boyle/DeBusk Open Space Preserve into City, and rezones to Natural Open Space designation
  
- 2005 City purchases 28 acres in Granite Dells along Granite Creek
- 2005 City accepts donation of open space on hill behind Village at the Boulders
- 2005 Mayor's Open Space Acquisition Advisory Committee develops a new open space policy that revises many recommendations from the 1999 City of Prescott Open Space Plan
  
- 2004 City accepts donation along Miller Creek (linear open space) to benefit the Prescott Greenways Project
- 2004 City purchases 34 acres along eastern shoreline of Watson Lake
- 2004 City completes land exchange along Miller Creek (linear open space) to benefit the Prescott Greenways Project

- 2003 City accepts open space donations that include the following:
- 9.7 acres near Mountain Club now known as Boyle/DeBusk Open Space Preserve in partnership with Central Arizona Land Trust who holds the conservation easement
  - 7 acres along White Spar/SR89 and Granite Creek now known as White Spar Creekside Preserve
- 2003 Mayor's Open Space Acquisition Advisory Committee is formed
- 2002 City begins discussions of long-term planning for open space purchases
- 2001 City purchases the 32-acre hill east of Thumb Butte (formally known as Prescott Buttes)
- 2001 City purchases 25-acre parcel in Granite Dells north of Watson Lake
- 2000 Prescott voters approve 1% sales tax extension for street improvements, and add open space acquisitions
- 2000 Prescott and Prescott Valley complete Coordination Plan for proposed Glassford Hill Preserve (State Trust Land)
- 1999 City develops and adopts the 1999 Prescott Open Space Plan
- 1998 Willow and Watson Lakes and associated land base purchase
- 1998 City creates Trails and Open Space Coordinator position
- 1997-1998 City purchases lots on face of Thumb Butte through partnership with Central Arizona Land Trust

## **Executive Summary**

OPEN SPACE IS A VITAL PART of the small-town character and unique natural environment of Prescott. It has long been recognized as a key issue for maintaining a high quality of life for those living in or visiting our community. The Prescott Open Space Master Plan was prepared by the City of Prescott Mayor's Open Space Acquisition Advisory Committee (OSAAC). This plan is a product of intensive volunteer effort by OSAAC committee members over the course of a year. It was partially based on the City of Durango's Open Space Master Plan, as Durango has many similarities to Prescott with respect to natural amenities and open space needs.

The citizens of Prescott passed an initiative in 2000 to fund open space purchases with a portion of sales tax monies. Public forums in 2002 helped clarify priorities and suggest potential open space sites. Mayor Rowle Simmons assembled the Advisory Committee in 2003 to advise the City Council on strategies for open space acquisition and stewardship. With the 2007 adoption of the Parks and Recreation Master Plan (PRMP), OSAAC offered this plan as an expansion of the open space portions of the PRMP into a more detailed and prescriptive document.

The committee has identified key issues, most related to rapid population growth, expanding development, loss of potential open space resources, and insufficient regional planning. Preservation of open space has become a top priority of the citizens and City Council, and this plan is the guide to that end.

This Open Space Master Plan describes a number of potential and existing open space properties and defines the values and criteria under which acquisition decisions should be based. It further suggests potential partnerships and strategies by which open space might be secured. It provides a detailed action plan and open space policies. This plan recognizes that the ongoing acquisition program must be complemented by clear management responsibilities, which it defines.

## **SUMMARY OF RECOMMENDATIONS**

### **Recommendation 1**

**Adopt the Open Space Master Plan as an element of the Prescott General Plan.**

### **Recommendation 2**

**Replace the current Open Space Acquisition Advisory Committee (OSAAC) with a permanent City Council-appointed Open Space Commission (OSC). This commission serves at the Council's request. A commission must always be in place and given authority to function effectively according to its designated responsibilities.**

### **Recommendation 3**

**Establish an Open Space Foundation, in conjunction with or as a work group of the Open Space Commission, to pursue immediately the creation of a permanent funding source for all open space acquisitions and management operations.**

**Recommendation 4**

Create a position on the City of Prescott Development Review Committee for one member of OSC. This will help insure that this committee will consider open space in all development reviews. As part of future annexations and planned developments, require the dedication of effective open space areas that have high value to the open space system. Develop specific criteria for evaluating areas as additions to the City's open space system, including City-owned lands that have natural values as open space. Pursue the protection of those lands and their public uses subject to specific conditions and criteria.

**Recommendation 5**

Coordinate regional open space planning with all affected federal and state agencies and non-governmental organizations, as well as with the Quad-City governments.

**Recommendation 6**

Review and revise City ordinances to increase incentives for open space preservation. These ordinance guidelines will be directed toward conserving open space and/or minimizing project impacts to open space values on hillsides, watersheds, and wildlife.

**Recommendation 7**

Report at least annually to City Council and the public on open space losses, gains, concerns, and opportunities.

**Recommendation 8**

Update and maintain the Open Space and Trails map system as a planning tool and public information resource.

**Recommendation 9**

Develop programs to increase public awareness of the tax and estate planning benefits of donations of land and conservation easements. Enlist aid of Arizona and national non-profit land trusts in the effort.

**Recommendation 10**

Conduct an analysis of requirements and costs vs. benefits of setting up Purchase of Development Rights (PDR) and Transferable Development Credits (TDC) systems to preserve open space.

**Recommendation 11**

Review and update the Open Space Master Plan within five years of its adoption.

**Recommendation 12**

Establish, when funding is available, a position for a full-time Open Space Manager to be responsible for continued development of the Open Space Program and management of open space properties as acquired. Assign or otherwise provide management staff for this program.

<b>COUNCIL AGENDA MEMO – (October 14, 2008)</b>
<b>DEPARTMENT:</b> City Clerk
<b>AGENDA ITEM:</b> Public Hearing and consideration of a liquor license application from Robert John Elia, applicant for Ariva LLC, for a Series 07, Beer & Wine Bar, license for Papa's Italian Restaurant located at 1124 White Spar Road.

Approved By:	Date:
Department Head: Elizabeth A. Burke	10/07/08
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>straightforward for</i>	10-8-08

A liquor license application, City No. 09-078/State No. 07130022, has been received from Robert John Elia, applicant for Ariva, LLC, for a Series 07, Beer & Wine Bar, license for **Papa's Italian Restaurant** located at 1124 White Spar Road.

The public hearing will be held at the Regular Council Meeting of Tuesday, October 14, 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 07, All 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. 07130022, for a new Series 07, Beer & Wine Bar, liquor license for Robert John Elia, applicant for Ariva, LLC for Papa's Italian Restaurant located at 1124 White Spar Road.
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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

**COUNCIL AGENDA MEMO – October 14, 2008**

**DEPARTMENT: Administrative Services**

**AGENDA ITEM: Purchase and Installation of (1) Replacement HVAC Unit and (2) Replacement Heating Units for the Prescott Police Department**

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**Approved By:**

**Date:**

**Department Head: Mic Fenech**

**Finance Director:**

**City Manager: Steve Norwood**

*Craig Blouin for*

*10-8-08*

During a scheduled preventative maintenance inspection, three (3) heating-ventilation-air conditioning (HVAC) units at the Police Department building were red-tagged for excessive carbon monoxide (CO) readings. One unit's heating and cooling functions and two units' heating function were defective and required replacement.

On September 7, 2008, Purchasing published a Request for Bids for the purchase and installation of (1) replacement HVAC unit and (2) replacement heating units for the Police Department. No bids were received and due to the rapidly approaching cold weather season, staff utilized previously received written quotes from existing vendors for purposes of cost comparison.

The following quotes were received:

(1) 4-ton, HVAC Unit

Energy Savings & Cooling  
Prescott \$7,172.00 (13 SEER)

TDK Comfort Systems  
Chino Valley \$5,900.00 (10 SEER)\*

(2) Heating Units

Energy Savings & Cooling \$14,338.14\*\*

\*A SEER (Seasonal Energy Efficiency Rating) rating of "13" is the lowest acceptable rating used for new installations and replacement units within the City. It's more effective and energy efficient while providing a better value overall in that the additional cost is recouped well within the life expectancy of the unit.

\*\*The replacement heating units are special order to ensure compatibility with existing ductwork, gas and electrical connections. They have a (10) year warranty on the unit and (1) year on parts and labor. Replacement of the entire units (HVAC) would cost almost twice as much due to the sizes (6 and 7.5 tons) cost (approximately \$21,000), replacement ductwork (\$2,500), and new electrical and gas connections required.

**Agenda Item: Purchase and Installation of (1) Replacement HVAC Unit and (2) Replacement Heating Units for the Prescott Police Department**

Based on the above, staff recommends issuance of a purchase order to Energy Savings and Cooling in the amount of \$21,510.00.

Funds for this purchase have been budgeted in account 21-942-522.

**Recommended Action: MOVE** to approve purchase of one (1) HVAC unit and two (2) heating units from Energy Savings and Cooling in the total amount of \$21,510.00.

IV-C

**COUNCIL AGENDA MEMO – (October 14, 2008)**

**DEPARTMENT: Parks, Recreation & Library**

**AGENDA ITEM: Audio-Visual and Security Systems Reimbursement for the Adult Center of Prescott, Inc.**

**Approved By:**

**Date:**

**Department Head: Debbie Horton**

**Finance Director: Mark Woodfill**

**City Manager: Steve Norwood**

10-8-08

**BACKGROUND:**

The City of Prescott opened its new Community Center in January 2006, and is home to the Adult Center of Prescott, Inc. and Prescott Meals-on-Wheels. Users of the facility have been extremely pleased with this state-of-the-art facility. Features such as projection television and drop down screens, remote controlled sound boards and multiple media players have increased the number and types of events and presentations which can be enjoyed by the public at the new Community Center. A video security system was also installed for safety and deterrence of criminal activities.

**FINANCIAL:**

As discussed at the Council Budget Retreat in May 2008, the City of Prescott committed to reimbursing the Adult Center 50% of the cost of Audio-Visual system and one-third of the cost of the security system. This expense was originally schedule for FY 08, but was deferred to FY09 and is currently budgeted.

In summary, \$102,738.74 has been spent for audio-visual installation, 50% of which is \$51,369.37. The security system cost \$8,845.80, of which our 1/3 reimbursement totals \$2,948.60. The total of these requests is \$54,317.97.

**Recommended Action: Approve reimbursement for \$54,317.97 for audio-visual and security systems to the Adult Center of Prescott, Inc.**

# Adult Center OF PRESCOTT, INC.

1280 East Rosser St.  
Prescott, Arizona 86301  
Phone: (928) 778-3000 ♦ Fax: (928) 541-0595  
Email: [acenter@adultcenter.org](mailto:acenter@adultcenter.org)  
Website: [www.adultcenter.org](http://www.adultcenter.org)

April 27, 2007

The Honorable Rowle Simmons  
Mayor  
City of Prescott  
201 South Cortez Street  
Prescott, Arizona 86303

Dear Mayor Simmons:

Prior to the opening of the new Prescott Community Center, officers of the Adult Center discussed with you and other council members the possibility of the City reimbursing the Adult Center for a portion of the costs associated with installing a sophisticated audio-visual system in the building. At that time, it was agreed that City reimbursement for 50 percent of the system's costs would be a reasonable amount, and that the Adult Center should work with the City to have that amount included in the City's next fiscal year budget.

Additionally, it was agreed that it would be reasonable for the City to fund a share of the costs associated with installing a multi-camera security system for the interior of the Community Center. That cost was to be shared equally by the City, the Adult Center, and Prescott Meals on Wheels.

It is our understanding that the City is now in the process of preparing its budget for the 2008 fiscal year. Toward that end, we are asking the City to include the following amounts in that budget:

- \$52,150, which represents half of the costs associated with the audio-visual system; and
- \$2,950, which represents one-third of the costs associated with the security system.

We're pleased that you and the Council have expressed a willingness to help fund the audio-visual and security system, both of which benefit the City directly. I'm sure that City officials who have used the Community Center for their meetings so far will affirm the excellence of the audio-visual system. Likewise, the security system is playing a major role in protecting the City's investment in the new Center.

Please feel free to contact me if copies of invoices related to installation of the two systems or other information is needed.

The Honorable Rowle Simmons  
April 27, 2007  
Page Two

We greatly appreciate the City of Prescott's efforts making the new Prescott Community Center a reality. The first few months of operation have made it clear that the new Center is a rousing success, and we thank you again for your ongoing support of the Adult Center and Meals on Wheels.

Sincerely,

Edward S. Stecki  
President  
Board of Directors

cc: ~~Steve~~ Norwood  
James McCasland

## Invoice Copies Received

<u>DATE</u>	<u>INVOICE #</u>	<u>AMOUNT</u>
7/25/2006	23527	\$ 82,894.23
10/27/2006	10	\$ 13,145.97
10/27/2006	20-5-015--COR-036	\$ 4,099.00
11/13/2006	23827	\$ 279.96
12/22/2006	23904	\$ 150.00
1/24/2007	23978	\$ 1,432.82
4/27/2007	24186	\$ 156.69
7/17/2007	24346	\$ 329.24
9/6/2007	24475	\$ 250.83
<b>TOTAL</b>		<b>\$102,738.74</b>
	<b>50% of Total</b>	<b>\$ 51,369.37</b>

COUNCIL AGENDA MEMO – October 14, 2008

DEPARTMENT: POLICE

AGENDA ITEM: Approval to purchase two (2) 2009 Honda ST1300P A9 Motorcycles with emergency equipment from North Valley Motorsports Inc., Phoenix, Arizona, on Arizona Department of Public Safety State Contract # L5-024-002 for the total amount of \$40,723.90.

Approved By:

Date:

Deputy Chief of Police:	Mike Kabbel	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood <i>Craig Woodfill for</i>	10-8-08

Background:

The Prescott Police Department requested and obtained a quote for two (2) police equipped motorcycles from North Valley Motorsports, Inc., under Arizona DPS Contract # L5-024-002.

North Valley Motorsports, Inc., will also provide and install the emergency lights and siren on state contract to be provided with this purchase.

The additional and optional equipment to be provided with the police motorcycles consists of crash bars (front and back), handlebar riser, emergency light kit (front and back), siren kit and seat cover.

The total price for this purchase with the listed equipment is \$ 40,723.90. Funds have been budgeted for the purchase of these replacement motorcycles.

**Recommended Action: MOVE** to authorize purchase of two (2) 2009 Honda ST1300P A9 Motorcycles with emergency equipment from North Valley Motorsports, Inc., in the total amount of \$ 40,723.90.

COUNCIL AGENDA MEMO - 2008 10/14/08

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DEPARTMENT: Prescott Regional Communications Center

AGENDA ITEM: Recommendation for Council to adopt a Resolution accepting a Special Land Use Permit (#23-110915-03) issued by the State of Arizona, Arizona State Land Department providing access to the Glassford Hill Public Safety communications tower site. The term of this permit commences on September 7, 2008 and expires on September 6, 2013.

Approved By:

Date:

Department Head: Darrell Willis, Emergency Services Director <i>DW</i>	10/7/08
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SN</i>	

**BACKGROUND**

The City of Prescott Fire Department placed communication equipment on Glassford Hill in 1986 and continues to use this site as a main transmission site for public safety communications. This request is for the renewal of an existing sub-lease, for a five year period, with an annual fee of \$1,800 per year.

The Glassford site will continue to be used as the primary Fire Department communications site until the new Public Safety radio system is operational in 2009. The Glassford site will then become a back-up transmission site for both Police and Fire communications.

**RECOMMENDATION**

It is recommended that the City of Prescott approve the renewal of this Special Land Use Permit with the State of Arizona, Arizona State Land Department. This agreement will provide the City of Prescott with the access necessary to continue the use of this Public Safety communications site. A copy of the agreement is attached to the memorandum.

Recommended Action: Move to adopt Resolution No. 3908-0914

**RESOLUTION NO. 3908-0914**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING THE SPECIAL LAND USE PERMIT NO. 23-110915-03 PROVIDED BY THE STATE OF ARIZONA, STATE LAND DEPARTMENT, FOR THE SPECIAL USE OF GLASSFORD HILL FOR PUBLIC SAFETY COMMUNICATION OPERATIONS FOR A 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 communication towers and the Glassford Hill 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 period commences on September 7, 2008 and expires on September 6, 2013. A copy of the Special Land Use Permit is attached as Exhibit "A".

WHEREAS, the City of Prescott wishes to accept the foregoing permit provided by the State of Arizona, State Land Department, for the special use of Glassford Hill 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 permit provided by the State of Arizona, State Land Department, for the special use of Glassford Hill 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 14th day of October, 2008.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**STATE LAND DEPARTMENT  
STATE OF ARIZONA**

**SPECIAL LAND USE PERMIT**

Permit No. 23-110915-03

Site I.D.: Glassford Hill

**THIS SPECIAL LAND USE PERMIT ("Permit") is entered into by and between the State of Arizona, Arizona State Land Department ("Permitter"), 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 Permitter 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 Permitter 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 September 7, 2008, ("Commencement Date") and expires on September 6, 2013, ("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.**

4.3 Permitter 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 Permitter, 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 Permitter 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.

**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.

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

**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 Permittor 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 Permittor 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 Permittor. 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 Permittor, 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.

**14.10 Supplemental Conditions:**

- 1) The Permittee shall notify the grazing lessee at least 15 days prior to the beginning of any construction.**
- 2) Any range improvement (i.e. fencing, gates, pipelines, etc.) removed or damaged as a result of construction or maintenance shall be replaced and/or reconstructed immediately.**
- 3) If construction or maintenance occurs during periods of livestock grazing the Permittee will take necessary measures to achieve livestock protection and containment.**
- 4) Material for construction (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State lands without the proper permits and authorization.**
- 5) All excess man-made materials or trash resulting from construction of this proposed project will be promptly removed from the site and disposed of properly.**
- 6) The Permittee will construct double "H-braces" with a metal Power River style gate where the road crosses all fences. These gates will be locked and clearly marked indicating no motorized vehicles.**
- 7) The Permittee will provide the Prescott Range Resource Area Manager with a noxious weed management plan prior to the renewal of the SLUP and maintenance of the dirt road. The Permittee will be responsible for controlling weeds along the ROW and around the communication site for the duration of the ROW and commercial lease term.**
- 8) All vehicles/equipment entering State Land to access the Communication Site will be power washed, including the undercarriage, to prevent the spread of noxious weeds.**
- 9) The Permittee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features. The Permittee agrees to be responsible for any reclamation necessary to restore disturbed areas to a natural condition.**

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

RUN DATE 30-SEP-2008  
RUN TIME: 08:07:27  
APPENDIX A  
PAGE: 001

KE-LEASE#: 023-110915-03-001 APPTYPE: RENEWAL

AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
14.0-N-01.0-W-17-13-031-8006	ANTENNA IN SESE (03-89493)	0.00	0.100
TOTALS:		0.00	0.100

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)

✓ \_\_\_\_\_  
Permittee

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

✓ \_\_\_\_\_  
Title

✓ \_\_\_\_\_  
Address

✓ \_\_\_\_\_  
City State Zip

COUNCIL AGENDA MEMO – OCTOBER 14, 2008

IV-F

DEPARTMENT: Airport

**AGENDA ITEM:** Authorize change order in the amount of \$14,977.00 to the contract with Modular Solutions, Ltd. for TSA mandated modifications to the temporary terminal expansion unit procured under the emergency procurement provisions of the Procurement Code and further authorizing the Mayor and staff to execute any and all documents related to the procurement.

Approved By:

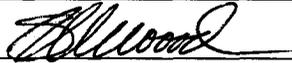
Date:

Department Head: Benjamin Vardiman, Airport Manager

Sept 29, 2008

Finance Director:

City Manager:



10/21/08

In August of 2008, the Airport department was in the process of the installation of a temporary terminal expansion unit at the Prescott Municipal Airport per the contract with Modular Solutions. Part of this project was to relocate the security screening checkpoint and screened passenger waiting area to allow for the security checkpoint layout to conform to Federal guidelines. The Transportation Security Administration informed the City at this time that they were concerned about the structural integrity of the flooring of the modular unit and mandated that the City shore up the flooring in the area of their equipment to the satisfaction of the TSA. The Airport had our consultant engineer firm, Z&H Engineering, work with the TSA to a satisfactory solution. The solution was steel beam reinforcement of the area for the x-ray machine and a separate concrete foundation pad for the walk through metal detector. Modular Solutions performed the work at a cost of \$14,977.00.

Due to the critical need of this equipment to function properly to preserve the health, welfare and safety of the public in the national air transportation system, the City authorized the work under the emergency procurement provisions of the City Procurement Code.

This work has been completed and the Airport is bringing this change order before Council for authorization as required.

**Recommended Action:** Authorize change order in the amount of \$14,977.00 to the contract with Modular Solutions, Ltd. for TSA mandated modifications to the temporary terminal expansion unit procured under the emergency procurement provisions of the Procurement Code and further authorizing the Mayor and staff to execute any and all documents related to the procurement.

# COUNCIL AGENDA MEMO – October 14, 2008

IV-G

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approval of a professional services agreement with DMJM Harris in an amount not to exceed \$129,300.00 for the Airport Area Transportation Plan

**Approved By:**

**Date:**

**Department Head:** Mark Nietupski

**Finance Director:** Mark Woodfill

**City Manager:** Steve Norwood

*Craig H. ... for*

10-7-08

## Item Summary

This item is to approve a professional services agreement with DMJM Harris (Phoenix office), in association with Jacobs Engineering, for comprehensive transportation planning within the airport area. Key project elements include: one-on-one stakeholder meetings with major property owners; scoping meetings with local governments; development of traffic data; and formulation and evaluation of up to four alternatives for the purpose of identifying a recommended a future roadway network within the planning area (see attached map).

## Background

The 2006 CYMPO Regional Transportation Plan identified projects for new and improved roadways within the City of Prescott necessary to meet future year 2025 travel demands. The document also identified various regional roadways in the study area that Yavapai County and CYMPO are currently evaluating. Other studies subsequent to the 2006 CYMPO Plan in or near the airport area study boundaries include:

- City of Prescott, Willow Creek Road/Pioneer Parkway Traffic Interchange Feasibility Analysis, June 2008
- City of Prescott, West Airport General Plan Major Amendment, July 2008
- Yavapai County/ADOT, SR 89/SR89A/Willow Creek Road "Triangle Area" Traffic Analysis Report, August 2008
- Yavapai County, Great Western Extension Design Concept Report and Environmental Document, anticipated start October 2008
- CYMPO, Chino Valley Extension Corridor Study, in progress
- City of Prescott, Airport Master Plan Update, in progress

Given these significant transportation studies, it is critical that without delay the City of Prescott integrate planning of future facilities through evaluation of future land uses, determination of associated travel demand, and assignment of that demand on a new roadway network with the objective of balancing access, capacity, and system implementation cost.

**Agenda Item:** Approval of a professional services agreement with DMJM Harris in an amount not to exceed \$129,300.00 for the Airport Area Transportation Plan

### **Project Tasks and Milestones**

	<u>Begin Task</u>
Scoping – stakeholder meetings	OCT 2008
Agency scoping	OCT 2008
Stakeholder coordination	OCT 2008
Traffic data collection – inventory existing studies	OCT 2008
Develop initial roadway alternatives	DEC 2008
Travel demand/transportation modeling	JAN 2009
Refine alternatives/sub-area studies	MAR 2009
Final report	APR 2009

### **Budget**

The estimated cost of this project is \$129,300.00. FY 09 funding of \$150,000 has been budgeted for the Airport Area Transportation Plan in the One Cent Streets & Open Space Fund.

**Attachment** - Map of Project Area, Scope of Work, Fee Breakdown, and Schedule

**Recommended Action:** **MOVE** to approve a professional services agreement with DMJM Harris, Phoenix, Arizona, in an amount not to exceed \$129,300.00 for the Airport Area Transportation Plan.

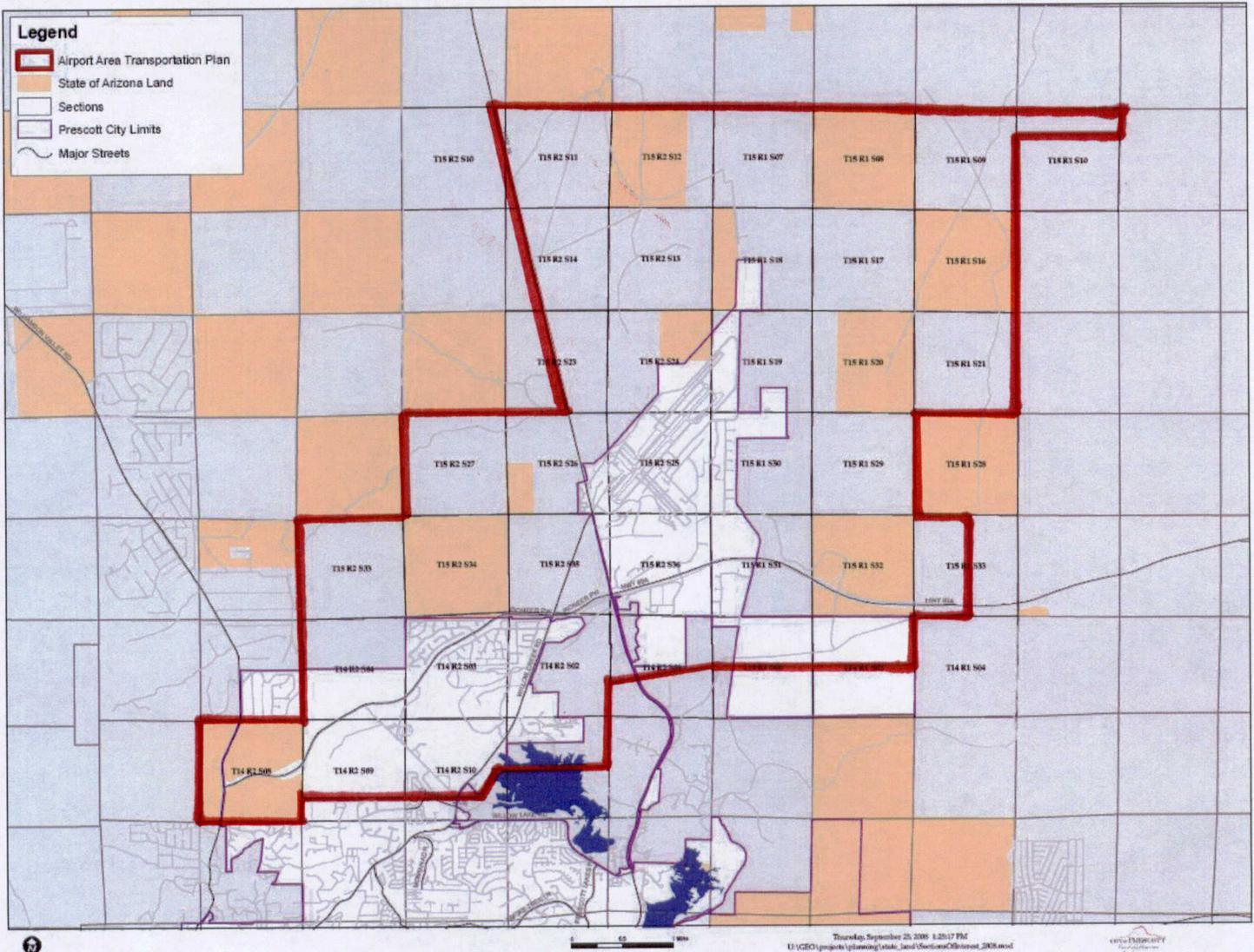
# CITY OF PRESCOTT AIRPORT AREA TRANSPORTATION PLAN SCOPE OF WORK SEPTEMBER 24, 2008

## GENERAL PROJECT INFORMATION

### Study Area

The study area for the Airport Area Transportation Plan is generally bounded by the SR 89A/Pioneer Parkway corridors to the south, Williamson Valley Road to the far west, Glassford Hill Road/Great Western Extension to the east, and "Road 6 South", approximately one mile south of Outer Loop Road, to the north. The study area is shown in Figure 1.

**Figure 1. Study Area**



## **Project Background**

The 2006 Central Yavapai Metropolitan Planning Organization's (CYMPO) Regional Transportation Study identified several new and improved roadway projects within the City of Prescott to meet future year 2025 travel demands. The study also identified new regional roadways in the study area that Yavapai County and CYMPO are currently evaluating. Other studies underway in or near the Airport Area study boundary include:

- City of Prescott, West Airport General Plan Amendment (GPA), July 2008
- City of Prescott, Airport Master Plan Update, in progress
- Yavapai County/ADOT, SR 89/SR89A/Willow Creek Road "Triangle Area" Traffic Analysis Report, August 2008
- City of Prescott, Willow Creek Road/Pioneer Pkwy TI Feasibility Analysis, June 2008
- Yavapai County, Great Western Extension DCR and Environmental Document, anticipated start October 2008
- CYMPO, Chino Valley Extension Corridor Study, in progress

Given these significant transportation studies, it is critical that the City of Prescott prioritize future transportation planning within the airport area. Therefore, the Airport Area Transportation Plan will be formulated through evaluation of projected future land uses and potential roadways within the area to develop a recommended roadway network that will meet the future travel demands.

## **SCOPE OF WORK TASKS TO BE PERFORMED**

### **General Assumptions:**

1. Design Year is 2030.
2. The year 2030 daily TransCAD model developed for the CYMPO Transportation Study and the peak-hour model developed for the SR 89A Corridor and Interchanges Traffic Analysis will be made available by the City of Prescott for use on this study.
3. The socioeconomic data for the model input will be based on proposed land use plans in the area, the Airport West GPA, or the current General Plan land uses where other data is unavailable.
4. An initial scoping meeting will be held to include the City of Prescott, Yavapai County, CYMPO, Prescott Valley, Chino Valley, and ADOT to identify the regional roadways to be included in the modeling.

### **Task 1. Scoping**

Initial one-on-one stakeholder meetings will be held with key property owners to obtain future land use information and discuss any transportation needs, concerns or proposals each stakeholder may have. The DMJM Harris Team will conduct two of these stakeholder meetings, and the City of Prescott will conduct up to three stakeholder meetings as follows:

- Arizona State Land Department, Melanie Headstream (meeting by DMJM Harris Team)
- Cavan Real Estate Investments, Jeff Market (meeting by DMJM Harris Team)
- Deep Well Ranch, Ron James (meeting by City of Prescott)
- Executive Airpark, Ty Myers (meeting by City of Prescott)
- Mike Fann (meeting by City of Prescott)
- Embry-Riddle (meeting by City of Prescott)

Meeting minutes will be prepared and distributed for all stakeholder meetings. Additional land use information to be obtained from the City of Prescott for use in the travel demand modeling includes:

- Embry Riddle Expansion Master Plan
- West Airport GPA
- Stringfield Ranch
- Park West Development

From the information gathered through these stakeholder meetings, the DMJM Harris Team will refine the Scope of Work for City concurrence. The Scope will be discussed with the City and revised as necessary to develop a final scope of work for agency scoping.

### **Task 2. Agency Scoping**

Upon finalizing the refined Scope of Work, an agency scoping meeting will be held. The City of Prescott will organize this meeting and the following agencies will be included:

- City of Prescott
- Yavapai County Public Works
- Town of Prescott Valley
- Town of Chino Valley
- ADOT Prescott District
- CYMPO

The DMJM Harris Team in association with the City of Prescott, will lead the scoping meeting. The purpose of the meeting is to present the draft final Scope of Work and receive agency feedback regarding the study assumptions, study area, and land use and roadway inputs. Programmed and anticipated roadway projects will be discussed for input into the travel demand model, such as Great Western corridor and Willow Creek Road.

The DMJM Harris Team will produce meeting minutes and forward to all agencies. The draft final Scope of Work will be revised to reflect the results of the meeting. The Final Scope of Work will be submitted to the City of Prescott for approval. Any necessary revisions will be made, and the Final Scope of Work will be forwarded to all agencies who participated in the agency scoping meeting.

### **Task 3. Stakeholder Coordination**

One-on-one stakeholder meetings will be held with each stakeholder identified under Task 1 to verify the land use and socioeconomic data input into the model, as well as the assumed roadway network. This scope assumes the City and DMJM Harris Team will both participate in all stakeholder meetings. A total of five (5) stakeholder meetings are assumed, some of which will be held on the same day or on the same day as a progress meeting.

### **Task 4. Data Collection**

This task will inventory and summarize the existing transportation studies in the area and, where feasible, proposed land use developments. This will include a summary of relevant information included in the six (6) studies identified under "Project Background" as well as any information provided by the other local agencies in the Agency Scoping Meeting. Information from the Stakeholder meetings to be included in the travel demand model will also be documented. The traffic studies and development plans prepared for Executive Airpark and Embry Riddle Expansion Master Plan will be used to obtain land use inputs for these parcels. The summary of land use and roadway data will be included as a chapter in the final study.

DMJM Harris will use the City's GIS data and aerial photography to produce a composite map of the study area. The base map will be used to present both existing and future study area conditions. Future study area conditions assumed for the travel demand model will be shown via GIS mapping and are anticipated to include future land use, proposed and/or potential future land developments, proposed and/or potential roadway networks and improvements, proposed airport improvements, and significant future utility corridors.

#### **Task 5. Develop Roadway Alternatives**

The DMJM Harris Team will work with the City to develop up to four roadway network alternatives to be modeled. These alternatives are assumed to include different airport terminal locations and access to/from the airport, Granite Creek crossing locations, configurations for Great Western/Glassford Hill Extension, and municipal arterial/major collector roadway networks. Two airport alternatives and access configurations are anticipated. Based on these terminal locations, it is assumed two alternatives will be developed for each location. These alternatives will be modeled to identify the ultimate roadway capacity needs for the study area. The roadway alternatives will be presented on the GIS graphics prepared for the study. The results of the alternative modeling and traffic volume projections will also be shown on the GIS map exhibits.

#### **Task 6. Travel Demand/TransCAD Model**

Year 2030 travel demand model will be prepared using TransCAD. A daily and peak hour model will be prepared using the previous City of Prescott TransCAD models as a starting point. The socioeconomic data in the previous model will be updated to reflect the information received through the stakeholder interviews and agency scoping meeting. The following tasks will be completed to develop the 2030 model.

- Split existing Traffic Analysis Zones (TAZs) to reflect the new land use and roadway characteristics, specifically:
  - West Airport GPA,
  - Park West development,
  - Embry Riddle expansion,
  - Executive Airpark development,
  - Proposed Airport plan and redevelopment,
  - Fann development,
  - Granite Dells/Cavan development, and
  - ASLD parcels which will use land uses per the West Airport GPA and reasonable future land use assumptions based on Cavan's land use plans.
- Update 2030 model land use data in the study area vicinity based on latest land use plans from stakeholders and agencies
- Update 2030 model roadway network
- Perform base year model run and validate travel patterns for daily and peak hour conditions
- Perform 2030 base model run
- Perform 2030 no-build model run
- Perform up to a total of four alternative roadway scenario runs, including 2 potential airport terminal locations
- Forecast 2030 daily, AM, and PM peak hour traffic volumes for each model run

The results of the travel demand model will be documented as a chapter of the final report.

### **Task 7. Additional Analyses**

Based on the results of the model runs, additional more detailed analyses may be required within the study area. This is anticipated to include a more focused study area surrounding the airport and access to/from potential terminal locations, including roadway operations, capacity needs, and major intersections/interchanges on SR 89A/Pioneer Pkwy from approximately Granite Dells Pkwy TI (Side Road) to Williamson Valley Road. A potential local roadway system with a crossing over Granite Creek will be evaluated in the alternative model runs performed under Task 6. However, an additional model run may be required if the terminal location and access needs are found to be different from the roadway network proposed. It is also anticipated level of service peak hour intersection analyses will be required at some of the TI intersections to verify that these locations will operate efficiently in the horizon year 2030.

An estimate of manhours is included in the fee breakdown to be used as directed by the City of Prescott for these analyses. For the purposes of estimating manhours, it is assumed an additional roadway network in the area of the airport will be developed and one additional model run will be performed for daily, AM and PM peak hours. It is also assumed a total of three TI ramp intersections will be evaluated for peak hour level of service, as well as ten local intersections. Synchro and RODEL will be used to perform the peak hour intersection level of service analyses.

### **Task 8. Final Report**

The draft chapters summarizing data collection, agency scoping, stakeholder coordination, model input assumptions, model results, alternatives development and summary of findings will be incorporated into a draft report. The draft report will be submitted to the City of Prescott as a PDF file format via email. Review comments will be discussed during a progress meeting and resolution will be made at the meeting, or as a follow-up action item from the meeting.

Upon concurrence of the review comment resolution, the DMJM Harris Team will produce the final Airport Area Transportation Study report. Eight (8) hard copies of the final report will be submitted to the City. The final report will also be submitted to the City in PDF format on a CD.

### **Task 9. Progress Meetings**

It is anticipated seven (7) progress meetings will be held at the City of Prescott offices. These meetings are anticipated to be held monthly, or as needed. The meetings are anticipated to be held with the following milestones:

- Scoping
- Final scoping, summary of data collection, and preparation for Agency Scoping meeting
- Summarize socioeconomic input to the model
- Results of base model and no-build model, and alternatives development
- Results of alternatives analysis, discussion of study findings and additional more detailed analyses required
- Results of detailed analyses
- Review of draft report

**City of Prescott  
Airport Area Transportation Plan  
Total Fee Estimate**

<b>Direct Labor</b>				
<u>Classification</u>	<u>Hours</u>	<u>Contract Rate</u>	<u>Cost</u>	<u>Totals</u>
Project Principal	0	\$206.00	\$0	
Project Manager	248	\$168.00	\$41,664	
Quality Manager	10	\$138.00	\$1,380	
Project Engineer	42	\$144.00	\$6,048	
Engineer/Designer	122	\$84.00	\$10,248	
CADD/Technician/GIS	40	\$72.00	\$2,880	
Administrative	66	\$53.00	\$3,498	
<b>Direct Labor</b>	<b>528</b>			<b>\$65,718</b>
 <b>Outside Direct Expenses</b>				
Mileage (Personal Vehicle)			\$1,275	
Per Diem			\$80	
Reproduction			\$1,831	
Mail & Delivery Service			\$100	
<b>Total Direct Expenses</b>				<b>\$3,286</b>
 <b>Subconsultant Costs</b>				
<u>Subconsultant</u>			<u>Fee</u>	
Jacobs			\$60,298	
<b>Total Sub Consultant Costs</b>				<b>\$60,298</b>
 <b>Total Estimated Cost</b>				 <b>\$129,302</b>
 <b>Total Contract Amount</b>				 <b>\$129,300</b>

**City of Prescott Airport Area Transportation Plan  
Labor Hour Estimate**

Task Description	Total Hours	Proj Princ	Proj Mgr	QC Mgr	Proj Eng	Eng/ Des	CADD/ Tech	Admin
<b>1. Scoping</b>								
Scoping Meeting @ Prescott (1 total)	8		8					
Stakeholder Meetings (2 total)	8		6					2
Scope of Work	18		12			2		4
<b>Total - Scoping</b>	<b>34</b>		<b>26</b>			<b>2</b>		<b>6</b>
<b>2. Agency Scoping</b>								
Agency Scoping Meeting - Attendance & Preparation	28		16			8		4
Final Scope of Work	7		4	1				2
<b>Total - Agency Scoping</b>	<b>35</b>		<b>20</b>	<b>1</b>		<b>8</b>		<b>6</b>
<b>3. Stakeholder Coordination</b>								
Stakeholder Meetings (5 total)	31		25					6
<b>Total - Stakeholder Coordination</b>	<b>31</b>		<b>25</b>					<b>6</b>
<b>4. Data Collection</b>								
Inventory & Summarize Ext/Ongoing Studies/Reports	32		6			18		8
GIS Mapping / Project Graphics	33		1			8	24	
Report Documentation	26		4	2		8		12
<b>Total - Data Collection</b>	<b>91</b>		<b>11</b>	<b>2</b>		<b>34</b>	<b>24</b>	<b>20</b>
<b>5. Develop Roadway Alternatives</b>								
Initial Alternatives Development (4 alternatives)	56		32		16	8		
Alternatives Refinement	32		20		8	4		
GIS Graphics	6		2				4	
<b>Total - Preliminary Alternatives</b>	<b>94</b>		<b>54</b>		<b>24</b>	<b>12</b>	<b>4</b>	<b>4</b>

**City of Prescott Airport Area Transportation Plan  
Labor Hour Estimate**

Task Description	Total Hours	Proj Princ	Proj Mgr	QC Mgr	Proj Eng	Eng/ Des	CADD/ Tech	Admin
<b>6. Travel Demand / TransCAD Model</b>								
Split Existing TAZ								
Update 2030 Model Land Use	4		4					
Update 2030 Model Roadway Network	4		4					
Perform Base Model Run and Validation								
Perform 2030 Base Model Run								
Perform 2030 No-Build Model Run								
Perform Alternative Runs (4 total)								
Forecast ADT and Peak Hour Volumes for Each Run								
Report Documentation	10		8	2				
<b>Total - Travel Demand / TransCAD Model</b>	<b>18</b>		<b>16</b>	<b>2</b>				
<b>7. Additional Analyses / Sub-Area Studies</b>								
Alternative Roadway Network	42		16		12	6	8	
TransCAD Model Run								
Synchro/RODEL Intersection Analyses (10 total)	14		2			12		
Report Documentation	14		2	2		8		2
<b>Total - Additional Analyses</b>	<b>70</b>		<b>20</b>	<b>2</b>	<b>12</b>	<b>26</b>	<b>8</b>	<b>2</b>
<b>8. Final Report</b>								
Draft Report	52		12	2	6	20	4	8
Final Report	17		8	1		4		4
<b>Total - Final Report</b>	<b>69</b>		<b>20</b>	<b>3</b>	<b>6</b>	<b>24</b>	<b>4</b>	<b>12</b>
<b>9. Progress Meetings</b>								
Progress Meetings at City of Prescott (7 total)	86		56			16		14
<b>Total - Progress Meetings</b>	<b>86</b>		<b>56</b>			<b>16</b>		<b>14</b>
<b>Total DMJM Harris Hours</b>								
	<b>528</b>	<b>0</b>	<b>248</b>	<b>10</b>	<b>42</b>	<b>122</b>	<b>40</b>	<b>66</b>

**City of Prescott  
Airport Area Transportation Plan  
Estimate of Direct Costs**

Mileage (Personal Vehicle)					
Item	Trips	Miles/Each		Rate	Cost
		Way	Total		
Monthly Coordination Meetings @ Prescott	7	110	1,540	\$0.585	\$900.90
Agency Scoping Meeting	1	110	220	\$0.585	\$128.70
Stakeholder Meetings @ Prescott (assume mtgs in Prescott are combined)	1	110	220	\$0.585	\$128.70
Stakeholder Meetings @ Phoenix	5	20	200	\$0.585	\$117.00
<b>Total Mileage</b>			<b>2,180</b>		<b>\$1,275.30</b>

Per Diem					
Item	Trips	Staff	Total	Rate/pp/day	Cost
Agency Scoping Meeting	1	1	1	\$10.00	\$10.00
<b>Total Per Diem</b>					<b>\$80.00</b>

Reproduction					
Item	# Sheets	# Copies	Total #	Rate	Cost
Final Report (w/appendices)	200	12	2,400	\$0.65	\$1,560.00
Binding	1	12	12	\$0.55	\$6.60
Report covers	2	12	24	\$1.00	\$24.00
<b>Total Reproduction</b>					<b>\$1,830.60</b>

Mail & Delivery Service	
Item	Total
UPS - Correspondence and Submittals	\$100
<b>Total Mail &amp; Delivery Service</b>	
	<b>\$100</b>

JACOBS

**City of Prescott  
Airport Area Transportation Plan  
Jacobs Fee Estimate**

<b>Direct Labor</b>	<b>Classification</b>	<b>Hours</b>	<b>Contract Rate</b>	<b>Cost</b>	<b>Totals</b>
	Project Principal			\$0	
	Project Manager	237	\$180.00	\$42,660	
	Quality Manager			\$0	
	Project Engineer	38	\$133.00	\$5,054	
	Engineer/Designer	124	\$81.00	\$10,044	
	CADD/Technician/GIS			\$0	
	Administrative	16	\$58.00	\$928	
<b>Direct Labor</b>		<b>415</b>			<b>\$58,686</b>
<b>Outside Direct Expenses</b>					
	Mileage (Personal Vehicle)			\$1,252	
	Per Diem			\$80	
	Reproduction			\$240	
	Mail & Delivery Service			\$40	
<b>Total Direct Expenses</b>					<b>\$1,612</b>
<b>Total Estimated Cost</b>					<b>\$60,298</b>

**City of Prescott Airport Area Transportation Plan  
Labor Hour Estimate**

Task Description	Total Hours	Proj Princ	Proj Mgr	QC Mgr	Proj Eng	Eng/ Des	CADD/ Tech	Admin
<b>1. Scoping</b>								
Scoping Meeting @ Prescott (1 total)	8		8					
Stakeholder Meetings (1 total)	3		3					
Scope of Work	1		1					
<b>Total - Scoping</b>	<b>12</b>		<b>12</b>					
<b>2. Agency Scoping</b>								
Agency Scoping Meeting	8		8					
Final Scope of Work								
<b>Total - Agency Scoping</b>	<b>8</b>		<b>8</b>					
<b>3. Stakeholder Coordination</b>								
Stakeholder Meetings (5 total)	25		25					
<b>Total - Stakeholder Coordination</b>	<b>25</b>		<b>25</b>					
<b>4. Data Collection</b>								
Inventory & Summarize Ext/Ongoing Studies/Reports	10		2			8		
GIS Mapping / Project Graphics								
Report Documentation	4				4			
<b>Total - Data Collection</b>	<b>10</b>		<b>2</b>		<b>8</b>			
<b>5. Develop Roadway Alternatives</b>								
Initial Alternatives Development	24		24					
Alternatives Refinement	16		16					
GIS Graphics	28		8		20			
<b>Total - Preliminary Alternatives</b>	<b>68</b>		<b>48</b>		<b>20</b>			

**City of Prescott Airport Area Transportation Plan  
Labor Hour Estimate**

Task Description	Total Hours	Proj Princ	Proj Mgr	QC Mgr	Proj Eng	Eng/ Des	CADD/ Tech	Admin
<b>6. Travel Demand / TransCAD Model</b>								
Split Existing TAZ	9		1		4	4		
Update 2030 Model Land Use	14		4		2	8		
Update 2030 Model Roadway Network	5		1			4		
Perform 2007 Base Model Run and Validation	48		16		8	24		
Perform 2030 Base Model Run	5		1			4		
Perform 2030 No-Build Model Run	5		1			4		
Perform Alternative Runs (4 total)	20		4			16		
Forecast ADT and Peak Hour Volumes for Each Run	24		8		16			
Report Documentation	40		16		8	8		8
<b>Total - Travel Demand / TransCAD Model</b>	<b>170</b>		<b>52</b>		<b>38</b>	<b>72</b>		<b>8</b>
<b>7. Additional Analyses / Sub-Area Studies</b>								
Alternative Roadway Network	16		16					
TransCAD Model Run	20		4			16		
Synchro/RODEL Intersection Analyses (10 total)	10		2			8		
<b>Total - Additional Analyses</b>	<b>46</b>		<b>22</b>			<b>24</b>		
<b>8. Final Report</b>								
Draft Report	8		8					
Final Report	4		4					
<b>Total - Final Report</b>	<b>12</b>		<b>12</b>					
<b>9. Progress Meetings</b>								
Progress Meetings at City of Prescott (7 total)	64		56					8
<b>Total - Progress Meetings</b>	<b>64</b>		<b>56</b>					<b>8</b>
<b>Total Jacobs Hours</b>								
	<b>415</b>	<b>0</b>	<b>237</b>	<b>0</b>	<b>38</b>	<b>124</b>	<b>0</b>	<b>16</b>

**City of Prescott  
 Airport Area Transportation Plan  
 Estimate of Direct Costs**

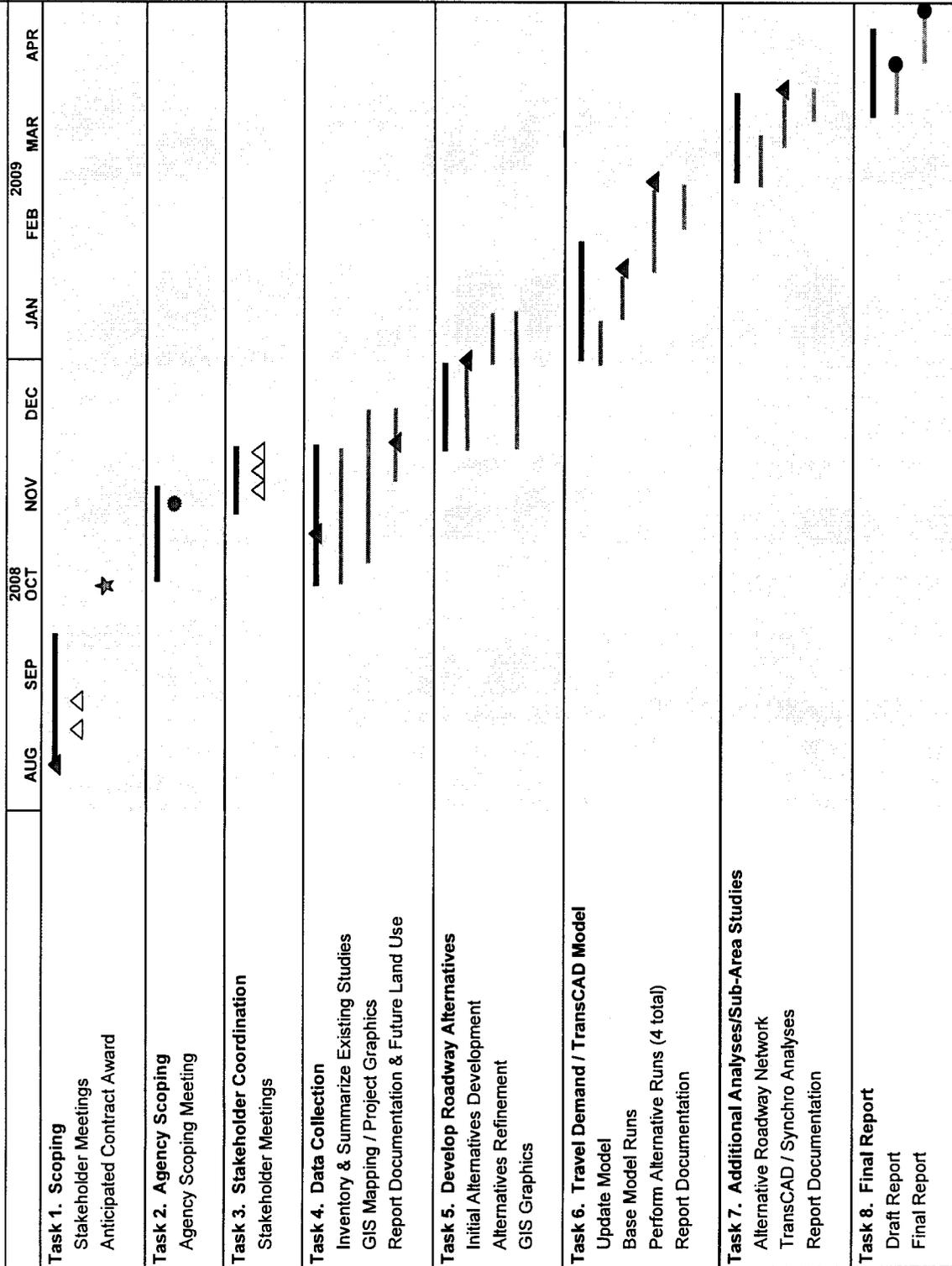
<b>Mileage (Personal Vehicle)</b>					
Item	Trips	Miles/Each		Rate	Cost
		Way	Total		
Monthly Coordination Meetings @ Prescott	7	110	1,540	\$0.585	\$900.90
Agency Scoping Meeting	1	110	220	\$0.585	\$128.70
Stakeholder Meetings @ Prescott (assume mtgs in Prescott are combined)	1	110	220	\$0.585	\$128.70
Stakeholder Meetings @ Phoenix	4	20	160	\$0.585	\$93.60
<b>Total Mileage</b>			<b>2,140</b>		<b>\$1,251.90</b>

<b>Per Diem</b>					
Item	Trips	Staff	Total	Rate/pp/day	Cost
Monthly Coordination Meetings	7	1	7	\$10.00	\$70.00
Agency Scoping Meeting	1	1	1	\$10.00	\$10.00
<b>Total Per Diem</b>					<b>\$80.00</b>

<b>Reproduction</b>					
Item	# Sheets	# Copies	Total #	Rate	Cost
Correspondence & General Project Info	4,000	1	4,000	\$0.06	\$240.00
Final Report (w/appendices)	0	0	0	\$0.65	\$0.00
Binding	0	0	0	\$0.55	\$0.00
Report covers	0	0	0	\$1.00	\$0.00
<b>Total Reproduction</b>					<b>\$240.00</b>

<b>Mail &amp; Delivery Service</b>	
Item	Total
UPS - Correspondence and Submittals	\$40
<b>Total Mail &amp; Delivery Service</b>	<b>\$40</b>

# City of Prescott Airport Area Transportation Plan Project Schedule



**Legend**

▲ Progress Meeting

<b>COUNCIL AGENDA MEMO – (October 14, 2008)</b>	
<b>DEPARTMENT:</b>	<b>Field Operations -</b>
<b>AGENDA ITEM:</b>	<b>Aggregate Materials (ABC, Gravel, Rock, Sand)</b>

	<b>Date:</b>
<b>Department Head:</b> Chad McDowell	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>SNorwood</i>	<i>9/30/08</i>

**Background:**

In an effort to maximize this year's budget by ensuring the City of Prescott receives the best price for materials, the City of Prescott staff, with the help of Ron Miller, solicited bids from local vendors for aggregate materials. The three biggest aggregate users are Field Operations, Parks and Recreation and Utilities. By merging our requirements, staff felt we would get the best price on the market. In fact, some of the prices, using this combined strategy, are better than the prices each department paid for these materials in previous years. Parks and Recreation even commented that they would be getting the material delivered for the same price they are usually charged to pick up the material. Asphalt Paving and Supply provided the City with the most successful bids and it is anticipated that at least \$80,000 will be spent with them. Charter Materials, Flintstone Industries and G&S gravel were successful on the decorative rock, bedding material, river rock, and rip rap. It is anticipated that \$20,000 will be spent with these vendors.

**Financial:**

Aggregate Materials is an annually budgeted item, necessary for the City's operations. Funds have been approved in this year's budget in accounts 66-886-350, 13-921-350, 2-911-350, 2-910-350, and 1-83200-210

**Recommended Action:** **MOVE** to award contracts to: Asphalt Paving and Supply in an amount not to exceed \$80,000 citywide; Charter Materials, Flintstone Industries and G & S Gravel, each in an amount not to exceed \$7,000.

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**COUNCIL AGENDA MEMO – October 14, 2008**

**DEPARTMENTS:** Public Works

**AGENDA ITEM:** Approval of Amendment One to City Contract No. 07-271, Downer Trail Pavement and Utility Reconstruction Project, in the amount of \$200,553.72

**Approved By:**

**Date:**

<b>Department Heads:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>Craig Woodfill for</i>	10-8-08

**Item Summary**

This item is to amend City Contract No. 07-271 with Fann Contracting, Inc., for the Downer Trail Pavement and Utility Reconstruction Project to adjust various contract bid items reflecting measured as-built quantities and provide compensation for additional work required to properly complete the project.

**Background**

On May 5, 2007, Council approved a contract with Fann Contracting in the amount of \$1,073,807.50 for the Downer Trail project with a contract completion schedule of 120-calendar days. The project, located in one of Prescott's older neighborhoods, experienced significant delays in construction.

Additional work was required due to numerous utility conflicts, which caused the entire water line installation to be redesigned as construction proceeded. This extended the time needed for project completion. Record drawings were not representative of existing conditions below ground and did not reflect the current standard of required survey. The limited subsurface investigation and bluestake data obtained during design did not reveal the magnitude of conflicts encountered. These unforeseen conditions caused project costs to increase significantly.

Additionally, the gas, phone, and power companies had to relocate or adjust their facilities, during the contract period, in order for project work to be completed. The actual construction period exceeded contract time by 196 calendar days due to these circumstances, beyond the contractor's control.

The redesign and utility conflicts hindered work efficiency and production causing the contractor to incur costs for additional traffic control, equipment and project superintendence. Those costs are associated predominantly with water and roadway construction as indicated below.

**AGENDA ITEM: Approval of Amendment One to City Contract No. 07-271, Downer Trail Pavement and Utility Reconstruction Project in the amount of \$200,553.72**

The final amendment is in the amount of \$200,553.72, which provides compensation for adjusted quantities and incurred costs. The added cost for drainage and road work is \$102,068.44; for water work is \$92,559.68; with the added cost for sewer in the amount of \$5,925.60.

**Budget**

Contract Amendment One, in the total amount of \$200,553.72, will increase the original contract amount by 18.7% from \$1,073,807.50 to \$1,274,361.22. Budgeted funds are available from the One Cent Sales Tax for Streets and Open Space (\$102,068.44), Water Fund (\$92,559.68), and Sewer Fund (\$5925.60) for the additional work.

**Attachment** - Contract Amendment One to City Contract No. 07-271.

**Recommended Action: MOVE** to approve Amendment One to City Contract No. 07-271 with Fann Contracting, Inc., in the amount of \$200,553.72.

**City of Prescott**  
**Contract Amendment One - Final**  
**Downer Trail Pavement and Utility Reconstruction**

Contractor: Fann Contracting, Inc.  
Contract No.: 07-271  
Account: Various  
Date: August 8, 2008

**Purpose of Contract Amendment:**  
To adjust final as-built quantities.

**You are directed to make the following changes in the Contract Documents:**  
Increase Contract amount by \$200,553.72.

**Contract Allowance Expenditures - Item No. 1**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
1-1	Add'l Survey	1.00	LS	1,660.41	1,660.41
1-2	Add'l Survey	1.00	LS	2,722.50	2,722.50
1-3	Reset 24" HDPE - FA 8	1.00	LS	2,331.47	2,331.47
1-4	Groundwater Mitigation - FA 12	1.00	LS	13,700.00	13,700.00
1-5	Groundwater Mitigation - WA 8	1.00	LS	15,969.81	15,969.81
1-6	Eliminate Curb/Grade for Swale	1.00	LS	1,062.68	1,062.68
1-7	Groundwater Mitigation - WA 9	1.00	LS	3,374.19	3,374.19
1-8	River Rock Cost Increase	1.00	LS	277.12	277.12
1-9	Traffic Control Equip. & Superintendence	1.00	LS	43,848.76	43,848.76
<b>Contract Allowance Expenditures Only</b>					<b>\$ 84,946.94</b>

**Account No. 66-88691-758 - Roadway**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
1	Contract Allowance	1.83	LS	30,000.00	54,946.94
5	Roadway Excavation	100.00	CY	42.00	4,200.00
6	3" Thick C 3/4" Asphalt Pavement	394.00	SY	15.00	5,910.00
7	ABC	325.00	CY	74.00	24,050.00
8	Subgrade Preparation	394.00	SY	3.00	1,182.00
9	Concrete Vertical Curb & Gutter, YAG 220-P	11.50	LF	25.00	287.50
10	Concrete Ribbon Curb, YAG 220-P	(15.50)	LF	18.00	(279.00)
11	4' Concrete Sidewalk, YAG 230-P	(7.00)	SF	7.00	(49.00)
12	Concrete Driveway Entrance, YAG 218-AP	1.00	SF	9.00	9.00
13	6" Concrete Driveway Slab	(60.00)	SF	10.00	(600.00)
19	3/4" Gravel on Compacted Fill	229.00	SY	17.00	3,893.00
20	6" Minimum Diameter Rock Rip Rap	120.00	SY	28.00	3,360.00
22	15" HDPE Double Wall Storm Drain	12.00	LF	78.00	936.00
24	24" HDPE Double Wall Storm Drain	36.00	LF	97.00	3,492.00
27	Adjust Valve, Install Debris Cap	2.00	EA	415.00	830.00
28	Adjust Manhole, New Rings & Cover	2.00	EA	450.00	900.00
29	Relocate Existing Fence, Contingency Item	(1.00)	EA	1,000.00	(1,000.00)
<b>Net Increase Account No. 66-88691-758</b>					<b>\$102,068.44</b>

**Contract Allowance Expenditures - Item No. 33**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
1-10	Add'l Survey	1.00	LS	1,567.50	1,567.50
1-11	Relocate Dry Utilities - FA 10	1.00	LS	8,750.00	8,750.00
1-12	1" Rock - Hanson - FA 11	1.00	LS	5,845.41	5,845.41
1-13	Sewer Testing - FA 13	1.00	LS	2,863.01	2,863.01
1-14	8" DIP to SDR Couplings	1.00	LS	166.91	166.91
1-15	Traffic Control, Equip. & Superintendence	1.00	LS	43,848.77	43,848.77
<b>Contract Allowance Expenditures Only</b>					<b>\$ 63,041.60</b>

**Account No. 13-90529-758 - Sewer**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
33	Contract Allowance	2.15	LS	20,000.00	43,041.60
34	Saw Cut	21.00	LF	4.00	84.00
35	4' Diameter Precast Manhole	(2.00)	EA	2,240.00	(4,480.00)
36	4' Diameter Internal Drop Manhole	(1.00)	EA	2,625.00	(2,625.00)
37	5' Diameter Precast Manhole	2.00	EA	3,233.00	6,466.00
38	5' Diameter Internal Drop Manhole	(1.00)	EA	4,072.00	(4,072.00)
39	4" Sanitary Sewer Service, Complete	(5.00)	EA	718.00	(3,590.00)

**City of Prescott**  
**Contract Amendment One - Final**  
**Downer Trail Pavement and Utility Reconstruction**

Contractor: Fann Contracting, Inc.  
Contract No.: 07-271  
Account: Various  
Date: August 8, 2008

40	8" PVC SDR-35 Sewer Main	(317.00)	LF	86.00	(27,262.00)
41	8" DIP Epoxy Lined Sanitary Sewer Main	(1.00)	LF	132.00	(132.00)
44	Private Sewer Reconnect	(5.00)	EA	301.00	(1,505.00)
<b>Net Increase Account No. 13-90529-758</b>					<b>\$ 5,925.60</b>

**Contract Allowance Expenditures - Item No. 48**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
1-16	Transport EQ to Accommodate. Changed Schedule	1.00	LS	233.75	233.75
1-17	Assist COP Pothole Crew	1.00	LS	942.00	942.00
1-18	Vertical Realignment	1.00	LS	6,500.00	6,500.00
1-19	Assist COP Pothole Crew - 8-3-07	1.00	LS	2,580.00	2,580.00
1-20	Assist COP Pothole Crew - 8-15-07	1.00	LS	2,150.00	2,150.00
1-21	Tie-in New 8" Water Line	1.00	LS	3,034.72	3,034.72
1-22	Tie-in Existing 6" to 8" System	1.00	LS	13,372.00	13,372.00
1-23	Install 1" Saddle and Service	1.00	LS	883.59	883.59
1-24	Install 6" Valve on 6" Line	1.00	LS	4,043.97	4,043.97
1-25	Concrete Removals	1.00	LS	1,408.84	1,408.84
1-26	Potholing	1.00	LS	3,877.17	3,877.17
1-27	Repair 2" Water Line - FA 7	1.00	LS	533.00	533.00
1-28	Temporary Water Service	1.00	EA	369.91	369.91
1-29	Furnish & Install Gate Valve	1.00	LS	1,038.00	1,038.00
1-30	Raise Water Valve Boxes	1.00	LS	557.19	557.19
1-31	Storm Drain Inlet	1.00	LS	2,850.00	2,850.00
1-32	ARV Freeze Protection	1.00	LS	360.00	360.00
1-33	Traffic Control, Equip. & Superintendence	1.00	LS	87,697.54	87,697.54
<b>Contract Allowance Expenditures Only</b>					<b>\$ 132,431.68</b>

**Account No. 25-90529-758 - Water**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
48	Contract Allowance	4.29	LS	25,000.00	107,431.68
49	Saw Cut	(58.00)	LF	4.00	(232.00)
50	8" DIP Water Main, Complete	(168.00)	LF	86.00	(14,448.00)
53	Furnish & Install Bend or Fitting	9.00	EA	454.00	4,086.00
54	Furnish & Install Blow Off Valve	1.00	EA	1,046.00	1,046.00
56	Furnish & Install Tee & Valves	1.00	EA	3,568.00	3,568.00
60	1" Water Service, Complete	(4.00)	EA	2,118.00	(8,472.00)
61	Private Water Service Reconnect	(4.00)	EA	475.00	(1,900.00)
62	Furnish & Install Air Release Valve	1.00	EA	1,480.00	1,480.00
<b>Net Increase Account No. 13-90529-758</b>					<b>\$ 92,559.68</b>
<b>Net Increase this Contract Amendment</b>					<b>\$200,553.72</b>

**Roadway Contract Allowance Summary - Item No. 1**

Contract Allowance Amount	\$ 30,000.00
Less Expenditures	(84,946.94)
Amendment One - Adjust Final Quantities	<u>54,946.94</u>
Balance Remaining	\$0.00

**Sewer Contract Allowance Summary - Item No. 33**

Contract Allowance Amount	\$ 20,000.00
Less Expenditures	(63,041.60)
Amendment One - Adjust Final Quantities	<u>43,041.60</u>
Balance Remaining	\$0.00

**Water Contract Allowance Summary - Item No. 48**

Contract Allowance Amount	\$ 25,000.00
Less Expenditures	(132,431.68)
Amendment One - Adjust Final Quantities	<u>107,431.68</u>
Balance Remaining	\$0.00

Original Contract Price	\$ 1,073,807.50
Net Increase This Amendment	<u>\$ 200,553.72</u>
<b>Final Contract Price</b>	<b>\$ 1,274,361.22</b>

**City of Prescott**  
**Contract Amendment One - Final**  
**Downer Trall Pavement and Utility Reconstruction**

Contractor: Fann Contracting, Inc.  
Contract No.: 07-271  
Account: Various  
Date: August 8, 2008

Recommended by:

\_\_\_\_\_  
George Henderson, Project Manager \_\_\_\_\_ Date

Approved by:

\_\_\_\_\_  
Mark Nietupski, Public Works Director \_\_\_\_\_ Date

Approved by:

\_\_\_\_\_  
Bruce Canavan, Utilities Engineer \_\_\_\_\_ Date

Approved by:

\_\_\_\_\_  
Jack D. Wilson, Mayor \_\_\_\_\_ Date

Approved by:

\_\_\_\_\_  
Steve Norwood, City Manager \_\_\_\_\_ Date

Accepted by:

\_\_\_\_\_  
Fann Contracting, Inc. \_\_\_\_\_ Date

Copy to: Steve Norwood, City Manager  
Liz Burke, City Clerk  
Dawn Foster, Purchasing

COUNCIL AGENDA MEMO – October 14, 2008

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<b>DEPARTMENTS:</b> Public Works
<b>AGENDA ITEM:</b> Approval of Amendment Three to Contract No. 07-089, Iron Springs Road Improvement Project, with Fann Contracting, Inc., in the amount of \$194,387.84

<b>Approved By:</b>	<b>Date:</b>
<b>Department Heads:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>Craig Woodfill for</i>	10-8-08

**Item Summary**

This item is for final amendment of City Contract No. 07-089 with Fann Contracting, Inc., for the Iron Springs Road Improvement Project, to adjust various contract bid items reflecting measured as-built quantities and provide compensation for additional work required to properly complete the project.

**Background**

The success of the Iron Springs Road Improvement Project cannot be denied when considering the magnitude and difficult challenges encountered in its delivery. The public has benefited as a result of the City's project approach and fundamental goal to minimize construction impacts. The project began in December 2006 and was completed June 30, 2008.

Council will recall this contract is not a "lump sum" or "fixed price" contract, but rather a "unit cost" contract with payment made based on completed and measured quantities for the specific work items necessary for the project. Lump sum prices do apply to some items of work under the contract or where Force Account (cost plus 15%) was required for additional work where unit prices don't exist.

Contract Amendment No. 3 (attached) details the specific items of work with the respective adjustments, increases and decreases resulting in the net total. Under this amendment roadway costs increased \$87,110.71, in part, for additional paving required beyond the original project limits; while water construction costs increased \$126,165.00 primarily due to the number of vertical realignments required for water main construction to avoid other underground utilities. The reconciliation indicates a credit in the amount of (\$8,908.89) for the cost of sewer and (\$9,979.01) for Meadowridge Road extension.

**Agenda Item:** Approval of Amendment Three to Contract No. 07-089, Iron Springs Road Improvement Project, with Fann Contracting, Inc., in the amount of \$194,387.84

**Contract Summary**

Original Contract Amount		\$17,414,323.30
Amendment One	Fire Station No. 72 Parking Lot Paving	\$ 36,484.50
Amendment Two	Quantities Adjustment	\$979,340.07
Amendment Three	Final Quantity Adjustment	\$194,387.84
Final Contract Amount		\$18,624,535.71
Percent increase 6.95%		

**Budget**

FY 09 budgeted funds are available from the One Cent Sales Tax for Streets and Open Space, \$77,131.70, and Water Fund, \$126,165.00, for the net increase in respective costs. The Sewer Fund will be credited (\$8,908.89) for the decreased cost. The net total is \$194,387.84.

**Attachment** - Amendment Three to City Contract No. 07-089

**Recommended Action:** **MOVE** to approve Amendment Three to City Contract No. 07-089, with Fann Contracting, Inc., in the amount of \$194,387.84 for the Iron Springs Road Improvement Project.

**City of Prescott  
Contract Amendment Three  
Iron Springs Road Reconstruction**

Contractor: Fann Contracting, Inc.  
Contract No.: 07-089  
Account: Various  
Date: August 22, 2008

**Purpose of Contract Amendment:**

To adjust final as-built quantities.

**You are directed to make the following changes in the Contract Documents:**

Increase Contract amount by \$194,387.84.

**Road Work Contract Allowance Item No. 1 Expenditures**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
WD 9A	Install Type A Pole & Foundation	1	LS	3,900.00	3,900.00
WD 10A	Add Truncated Domes at Walk Ramps @ \$825 ea	1	LS	1,650.00	1,650.00
WD 18	Install Curb & Scupper	1	LS	4,602.48	4,602.48
WD 19	Extra Work @ La Bruzza's	1	LS	8,723.47	8,723.47
WD 21	Clean Up Ingham Property	1	LS	2,478.26	2,478.26
WD 22	Remove Unsuitable Subgrade/Replace w/ ABC	1	LS	13,293.40	13,293.40
WD 23	Add'l 4' Chain Link Fence 372 LF @ \$19.50 per ft	1	LS	7,254.00	7,254.00
WD 24	Reconfigure Fence Around Hydrant	1	LS	1,102.00	1,102.00
WD 25	Vastco Qwest Delay Costs COR	1	LS	10,123.00	10,123.00
WD 26	Masonry Wall @ Beverly Gardens	1	LS	8,572.00	8,572.00
WD 27	Groundwater Mitigation - Pete's Boulders	1	LS	9,060.00	9,060.00
WD 28	Add'l Survey for Milling/Paving Extras	1	LS	900.00	900.00
WD 29	Landscape Barrier @ AJ	1	LS	900.00	900.00
WD 30	Bollard/Chain Assemblies @ Fisher Property	1	LS	6,950.00	6,950.00
WD 31	Grading Repairs-Drainage Design Issues	1	LS	832.00	832.00
WD 32	Install New Loops @ The Boulders Gate	1	LS	421.00	421.00
WD 33	Repair Dry Gulch Sign Wiring	1	LS	532.00	532.00
FA 11	Install 1/5" PVC Bypass for Existing Water Line	1	LS	293.97	293.97
FA 29	Remove & Replace Mod. Type A Driveway	1	LS	316.84	316.84
FA 30	Install C Basin in Dance Studio Parking Lot	1	LS	2,946.48	2,946.48
FA 31	Install 4" French Drain	1	LS	3,229.32	3,229.32
FA 33	Remove Bldg in La Bruzza Parking Lot	1	LS	5,730.57	5,730.57
FA 34	Grade/Pour Concrete Drive per HO Drawing	1	LS	2,780.32	2,780.32
<b>Total Road Work Contract Allowance Expenditures Only</b>					<b>\$ 96,591.11</b>

**Road Work - Account No. 66-88681-758**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
1	Contract Allowance	0.32	LS	301,956.55	96,591.11
2	Public Relations Allowance	0.11	LS	50,000.00	5,805.96
10	Saw Cut	1,553.00	LF	3.00	4,659.00
11	Milling of Asphaltic Pavement-Existing, County & Transitions at Ends	2,540.00	SY	2.50	6,350.00
12	Relocate Signs-Private	6.00	EA	3,400.00	20,400.00
14	Remove & Replace Landscape Rock, Landscape Plants & Irrigation	(0.40)	LS	70,000.00	(28,000.00)
15	Subgrade Preparation	297.00	SY	1.50	445.50
16	Aggregate Base Course	1,181.00	CY	38.00	44,878.00
17	Asphalt Conc. Pavement 19mm (6")-Two 3" Lifts	379.00	SY	22.00	8,338.00
18	Asphalt Conc. Pavement 19mm (3")-One 3" Lift-Sta. 1675 to 2950	1,221.00	SY	12.00	14,652.00
19	Asphalt Conc. Pavement 19mm (Replace Milled AC)	656.00	SY	24.00	15,744.00
20	PG Tack Coat	(4.00)	TON	1,150.00	(4,600.00)
21	Tack Coat	3.80	TON	1,025.00	3,895.00
22	Asphalt Conc. Friction Course-Asphalt-Rubber (ACFC)	7,139.00	SY	5.00	35,695.00
23	Fog Seal Coat	(0.70)	TON	990.00	(693.00)
24	Adjust Existing Manholes, Valves, Boxes & Cleanouts	25.00	EA	460.00	11,500.00
26	Pipe, Corrugated Metal, 18"	(45.00)	LF	66.00	(2,970.00)
28	Flared End Section, 18"	(3.00)	EA	693.00	(2,079.00)
31	Decomposed Granite	215.00	SY	4.00	860.00
32	Chain Link Fence 72"	504.00	LF	22.00	11,088.00
34	Concrete Curb & Gutter (YAG Std. Dtl. 220, Type A)	(194.00)	LF	18.00	(3,492.00)
35	Concrete Curb (YAG Std. Dtl. 222, Type A)	131.00	LF	22.00	2,882.00
37	5' Concrete Sidewalk (YAG Std. Dtl. 230)	(8,006.00)	SF	5.00	(40,030.00)
38	Concrete Sidewalk Ramp (YAG Std. Dtl. 231)	911.00	SF	6.00	5,466.00
39	Concrete Driveway (YAG Std. Dtl. 251)	2,208.00	SF	7.00	15,456.00
40	6" Concrete Slab	166.00	SF	7.00	1,162.00
41	Survey Marker, Type A (YAG Std. Dtl. 120-1A)	1.00	EA	300.00	300.00
43	Remove & Replace Pavement (AC & PCC)	4,868.00	SF	5.50	26,774.00
44	Rock Lined Ditch	518.00	LF	21.00	10,878.00
45	Rip Rap w/ Filter Fabric	218.00	SY	42.00	9,156.00

**City of Prescott  
Contract Amendment Three  
Iron Springs Road Reconstruction**

Contractor: Fann Contracting, Inc.  
Contract No.: 07-089  
Account: Various  
Date: August 22, 2008

47	15 Gallon Arizona Ash Trees-Furnish & Install	14.00	EA	308.00	4,312.00
48	Traffic Control Allowance	(0.002)	LS	995,820.83	(2,146.07)
49	Temporary Concrete Barrier-Install & Remove	800.00	LF	10.00	6,000.00
51	Remove, Salvage & Replace Parking Bumpers	(10.00)	EA	65.00	(650.00)
52	Temporary Striping	105,648.00	LF	0.13	13,734.24
54	Temporary Asphalt (3:) & Removal 19MM (Paved Detours)	(13,721.00)	SY	13.00	(178,373.00)
60	Block Retaining Wall (ADOT B-18.50 Split Faced Double Sided)	104.00	SF	66.00	6,864.00
73	Catch Basin (ADOT C-15.75)	(1.00)	EA	6,000.00	(6,000.00)
75	Catch Basin (ADOT C-15.40, 11'-6")	(0.30)	EA	9,000.00	(2,700.00)
107	Fabricated Tee (72"x66")	(1.00)	EA	1,050.00	(1,050.00)
111	Vertical Realignment w/ Restrained Joint, Sta. 51+69 to Sta. 53+91 YAG 311 (12") Main	(1.00)	EA	15,110.00	(15,110.00)
112	2" Combination Air Valve	(1.00)	EA	2,101.00	(2,101.00)
119	Handrail	68.00	LF	54.00	3,672.00
121	Sign Post U-Channel (Galvanized Steel)	(126.00)	LF	9.00	(1,134.00)
122	Regulatory Warn or Marker Sign Panel w/Type III/IV Sheet	(19.00)	SF	24.00	(456.00)
123	Flat Sheet Alum w/Dir-App or Silk Scrn Char. Type III/IV Sheet	20.00	SF	33.00	660.00
127	Pavement Legend Extruded Thermoplastic, Alkyd (.090")	3.00	EA	150.00	450.00
128	Pavement Symbol Extruded Thermoplastic Alkyd (.090")	6.00	EA	120.00	720.00
132	Pole Foundation Type R	1.00	EA	3,000.00	3,000.00
139	Electrical Conduit 2" PVC	(760.00)	LF	20.00	(15,200.00)
249A	Striping, Thermoplastic White Stop Bar, 4" Equivalent	1,507.00	LF	1.00	1,507.00
<b>Net Increase Account No. 66-88681-758</b>					<b>\$ 87,110.74</b>

**Water Contract Allowance No. 203**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
184	Double 1" Water Service Replacement Connections w/RPP - To correct erroneous deduction made in Amendment Two	2.00	EA	6,333.00	\$ 12,666.00
<b>Total Water Contract Allowance Expenditures Only</b>					<b>\$ 12,666.00</b>

**Water Work - Account No. 2-90537-758**

Item	Description	Adjustment to Quantity	Unit	Unit Price	Total
184	Double 1" Water Service Replacement Connections w/RPP	(2.00)	EA	6,333.00	(12,666.00)
187	Single 1" Water Service w/PRV & Shut Off Valve - Residential	1.00	EA	3,891.00	3,891.00
203	Contract Allowance	2.00	EA	6,333.00	12,666.00
204	16" Vertical Realignment w/Restrains & Air Release Valve	1.00	EA	13,000.00	13,000.00
205	12" Vertical Realignment w/ Restrains & Air Release Valve	1.00	EA	12,660.00	12,660.00
206	8" Vertical Realignment w/Restrains & Air Release Valve	3.00	EA	7,588.00	22,764.00
207	6" Vertical Realignment w/Restrains & Air Release Valve	10.00	EA	7,385.00	73,850.00
<b>Net Increase Account No. 2-90537-758</b>					<b>\$ 126,165.00</b>

**Sewer Work - Account No. 13-90509-758**

3-1	Vertical Alignment Material Cost Credit	(1.00)	EA	51,761.39	(51,761.39)
224	Remove & Replace Pavement. AC & PCC	1,503.00	SF	5.50	8,266.50
FA 32	Sewer Tie-in Changes	1	LS	34,586.00	34,586.00
<b>Net Decrease Account No. 13-90537-758</b>					<b>\$ (8,908.89)</b>

**Meadowridge Road Extension - Account No. 66-88681-758**

229	Contract Allowance	(1.00)	LS	10,000.00	(10,000.00)
233	Traffic Control	0.99	LS	1.00	0.99
245	Striping, Yellow, 4" Equivalent	200.00	LF	0.10	20.00
<b>Net Decrease Account No. 66-88681-758</b>					<b>\$ (9,979.01)</b>
<b>Total Increase This Amendment</b>					<b>\$ 194,387.84</b>

**Roadway Contract Allowance Summary - Item No. 1**

Contract Allowance Amount	\$ 250,000.00
Amendment Two - Increase Contract Allowance Add'l Work	\$ 51,956.55
Amendment Three - Increase Contract Allowance Add'l Work	\$ 96,591.11
Less Expenditures	(398,547.66)
Balance Remaining	\$0.00

**Water Contract Allowance Summary - Item No. 203**

Contract Allowance Amount	\$ 100,000.00
Amendment Two - Increase Contract Allowance Add'l Work	\$ 18,851.00
Amendment Three - Increase Contract Allowance to Correct Error	\$ 12,666.00
Amendment Three - Expenditures	\$ (12,666.00)
Less Expenditures	(118,851.00)
Balance Remaining	\$0.00

**City of Prescott  
Contract Amendment Three  
Iron Springs Road Reconstruction**

Contractor: Fann Contracting, Inc.  
Contract No.: 07-089  
Account: Various  
Date: August 22, 2008

**Sewer Contract Allowance Summary - Item No. 208**

Contract Allowance Amount	\$ 50,000.00
Amendment Two - Increase Contract Allowance Add'l Work	\$ 22,394.50
Less Expenditures	<u>(72,394.50)</u>
Balance Remaining	\$0.00

Contract Allowance Item No. 229 Summary of Changes

**Summary of Changes in Contract Price**

Original Contract Price	\$ 17,414,323.30
Amendment One	36,484.50
Amendment Two	979,340.07
Net Increase this Contract Amendment	<u>194,387.84</u>
Amended Contract Price	\$ 18,624,535.71

Recommended by:

\_\_\_\_\_ Date

Craig Taylor, Construction Services Superintendent

Approved by:

\_\_\_\_\_ Date

Bruce Canavan, Utilities Engineer

Approved by:

\_\_\_\_\_ Date

Mark Nietupski, Public Works Director

Approved by:

\_\_\_\_\_ Date

Jack D. Wilson, Mayor

Approved by:

\_\_\_\_\_ Date

Steve Norwood, City Manager

Accepted by:

\_\_\_\_\_ Date

Fann Contracting, Inc.

Copy to: Steve Norwood, City Manager  
Liz Burke, City Clerk  
Dawn Foster, Purchasing

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M	<b>COUNCIL AGENDA MEMO – October 14, 2008</b>
L	<b>DEPARTMENT:</b> Public Works
S	<b>AGENDA ITEM:</b> Approval of reimbursement to Granite Dells Estates Properties, Inc., for expenses for construction of the Airport Zone 18" Second Feed and 12" Water Main Project in an amount not to exceed \$1,691,846.40.
M	

<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>Craig Woodfill for</i>	10-8-08

**Item Summary**

This item is to approve reimbursement of construction expenses to Granite Dells Estates Properties, Inc., for the new 18" and 12" water transmission mains to be located along Pioneer Parkway and SR 89, respectively (see attached map). The reimbursement of costs is specified by the Pre-annexation Development Agreement (DA) between the City and Granite Dells Estates, Inc., adopted under Resolution 3264-0832.

This project is an important step in improving the City's water system in the Airport area consistent with Council's 2007 goal targeting this area as a top priority for proactive annexation and economic development.

**Background**

The Airport Pressure Zone is presently fed from a single 8" line tapped off the 12" transmission main from Chino Valley which is located approximately 5,000 feet to the west. The new 18" line will connect to an existing 18" water main at the intersection of SR89 and SR89A, providing a second feed to the Airport Zone and new service for the "triangle" bounded on the west by Willow Creek Road, east by SR 89, and south by Pioneer Parkway. The second new line (12") will serve the new Centerpointe South subdivision, and upgrade service within Centerpointe West through system looping.

These new system links will upgrade service within the Airport Zone, and fulfill certain City commitments set forth in Agreement No. 2008-033 with James 110 Investment, L.L.C. (Resolution 3839-0807 of 7/24/07) for extension of service to the Centerpointe South subdivision at the proposed intersection of SR89 and the Side Road Connector (near the Phippen Museum); and the Pre-Annexation Development Agreement with Granite Dells Estates Properties, Inc., and City Of Prescott (Ordinance No. 4632-0834), adopted 11/30/07 for the Granite Dells Estates Properties Annexation.

**Agenda Item:** Approval of reimbursement to Granite Dells Estates Properties, Inc., for expenses for construction of the Airport Zone 18" Second Feed and 12" Water Main Project in an amount not to exceed \$1,691,846.40

Council awarded a design contract to Lyon Engineering on November 6, 2007, for engineering services to provide a complete set of biddable construction plans and specifications, which was delivered to Granite Dells Estates Properties, Inc., on June 30, 2008.

On July 8, 2009, Council adopted Ordinance 4658-0901 authorizing the acceptance of various water utility easements in furtherance of the project.

In accordance with the DA, Granite Dells Estates Properties, Inc., is responsible for constructing or causing to be constructed the 18" water main and the 12" water main as previously noted, and to be reimbursed for legitimate and reasonable expenses related to the project.

Granite Dells Estates Properties, Inc., publicly advertised and conducted a public bid opening on August 12, 2008, as required by the City Procurement Code, which was witnessed by City staff. The following bids were received:

Asphalt Paving & Supply	\$1,579,930.40
A. Miner Contracting	\$1,668,840.00
Fann Contracting	\$1,996,138.00
Engineer's Estimate	\$2,254,000.00

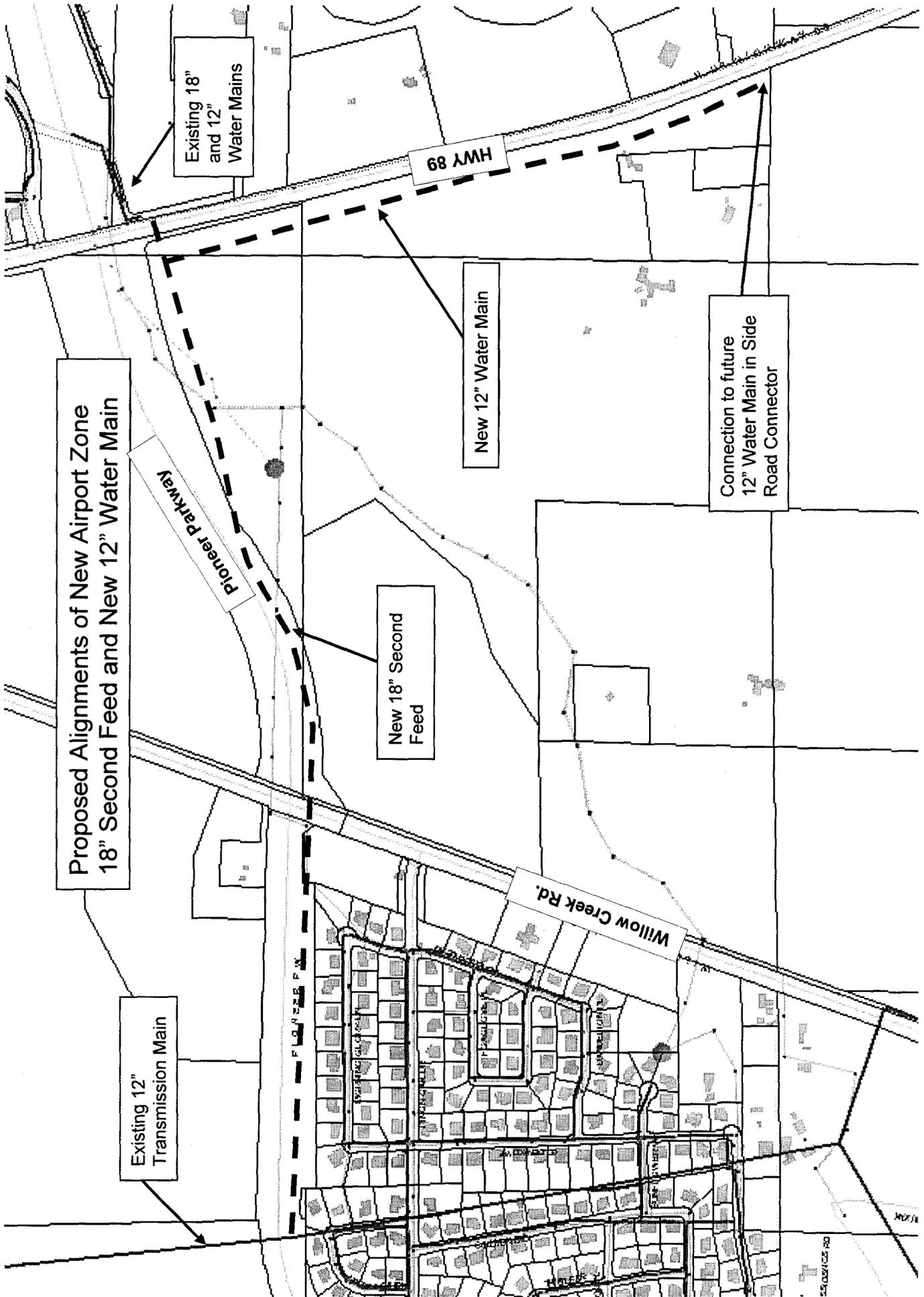
Granite Dells Estates Properties, Inc., will award the construction contract to Asphalt Paving & Supply upon this approval of reimbursements by the City. Reimbursements shall be for actual work accomplished, as approved and agreed by the City, based on monthly invoices.

Per the DA, Granite Dells Estates Properties, Inc., is entitled to reimbursement for certain contract administration costs and has contracted with Lyon Engineering in an amount not to exceed \$32,920.00 for construction administration, inspection, and project certification. Reimbursements will be for actual work accomplished, as approved and agreed by the City, based on monthly invoices.

The construction contract is "Unit Cost" based the various items and quantities in the bid schedule. The recommended authorization for reimbursement, based on recent discussions with Council, is the construction bid amount of \$1,579,930.40 + 5% (\$78,996) + \$32,920.00 (admin/certification).

City Manager approval would be required to exceed the bid amount based on appropriate justification. City Council approval would be required above the total not to exceed amount of \$1,691,846.40.





Proposed Alignments of New Airport Zone  
18" Second Feed and New 12" Water Main

Existing 18"  
and 12"  
Water Mains

68 AMH

New 12" Water Main

Connection to future  
12" Water Main in Side  
Road Connector

New 18" Second  
Feed

Existing 12"  
Transmission Main

Willow Creek Rd.

PIONEER Pkwy

25.103/1/25 RD