PRESCOTT CITY COUNCIL JOINT SPECIAL MEETING/ STUDY SESSION AGENDA

PRESCOTT CITY COUNCIL
JOINT SPECIAL MEETING/STUDY SESSION
TUESDAY, OCTOBER 21, 2008
3:00 P.M.

Council Chambers
201 S. Cortez Street
Prescott, AZ 86303
(928) 777-1100

The following Agenda will be considered by the Prescott City Council at its Joint Special Meeting/Study Session pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- **CALL TO ORDER**
- **INTRODUCTIONS**
- **INVOCATION**: Pastor John Perry, Alliance Bible Church
- **PLEDGE OF ALLEGIANCE**: Councilman Luzius
- **ROLL CALL**:

MAYOR AND CITY COUNCIL:

Mayor Wilson
Councilman Bell
Councilman Lamerson
Councilwoman Lopas
Councilman Luzius
Councilman Roecker
Councilwoman Suttles

- **SUMMARY OF CURRENT OR RECENT EVENTS**

SPECIAL MEETING

I. Acceptance of land donation from the Harold James Family Trust valued at $1.2 million.

II. Adjournment.

STUDY SESSION

I. PRESENTATION

A. Presentation of recognition by the American Planning Association of the *Yavapai County Courthouse Plaza as One of the Great Places in America.*

II. DISCUSSION ITEMS

A. Approval of disbursement to Habitat for Humanity in the amount of $49,999.99 in CDBG funding for the purchase of tools for the lending program.

B. Adoption of Resolution No. 3907-0913 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement with Yavapai County for County provision of motor vehicle fuel for use in City vehicles, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

C. Adoption of Resolution No. 3909-0915 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement and a Mutual Aid Compact Agreement with the Arizona Department of Emergency and Military Affairs for mutual assistance during emergencies, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

D. Approval to purchase crack sealant from Crafco, Inc., in a not-to-exceed amount of $60,000.00, through the ADOT's (Arizona Department of Transportation) contract.

E. Approval to purchase 95 front-loading containers from Action Container Solutions in the amount of $80,199.95.

F. Award of a five-year contract to Fann Contracting, Inc., for hauling services in the amount of $12.79 per ton, with an amount not to exceed $805,770.00 per year.

G. Adoption of Ordinance No. 4673-0916 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, vacating and abandoning certain municipal rights-of-way which consist of portions of Garden Street and an alley located west of and parallel to Grove Avenue south of Sheldon Street and sell and convey to Prescott College and authorizing the Mayor and City staff to take all necessary steps to effectuate such vacations and abandonments.

H. Award of bid to Fann Contracting, Inc. for the North Prescott Regional Force Main Replacement Project, along State Highway 89 from Lillian Lane to Willow Creek, in an amount not to exceed $4,081,000.00.

I. Adoption of Ordinance No. 4672-0915 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the purchase of real properties, easements and improvements belonging to Douglas Heffner, Loren J. Ridley, James S. and Lucy Greeneich, and the acquisition of certain rights-of-way, drainage easements and temporary construction easements thereform for the widening of Williamson Valley Road, and authorizing the Mayor and City staff to take all necessary steps to effectuate said purchases.

J. Approval of Amendment One to City Contract #08-207 with Saguaro GeoServices, Inc., for professional engineering services for Lowe's retaining wall design review in the amount of $22,206.80 (reimbursed by Lowe's).

K. Approval of a professional services agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA flood plain determination of Granite Creek in an amount not to exceed $92,935.00 (reimbursed by Yavapai County Flood Control District).

L. Water and Sewer Development Fees:

1. Adoption of Water and Wastewater Capital Improvement Plans.

2. Adoption of Ordinance No. 4665-0908 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending Title II, Chapter 2-1 and Title III, Chapter 3-14, of the Prescott City Code, regarding the imposition of water and sewer development fees.

M. Notice of Public Hearing (October 28) and consideration of a liquor license application from Clay William Romo, applicant for Clay Romo, LLC, for a Series 07, Beer and Wine Bar, license for Lloyd's Liquors located at 1102 West Iron Springs Road.

N. Notice of Public Hearing (October 28) and consideration of a liquor license application from Clay William Romo, applicant for Clay Romo, LLC, for a Series 09, Liquor Store, license for Lloyd's Liquors located at 1102 West Iron Springs Road.

O. Approval of the Minutes of the Prescott City Council Combined Study Session/Regular Voting Meeting of October 14, 2008 and the Study Session of October 21, 2008.

P. Selection of items to be placed on the Regular Voting Meeting Agenda of October 28, 2008.

III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

_____
Elizabeth A. Burke, City Clerk

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COUNCIL AGENDA MEMO – (10/21/08 & 10/28/08)

DEPARTMENT: Fire

AGENDA ITEM: Acceptance of donation from the Harold James Family Trust

Approved By:	Date:
Department Head: Debbie Horton	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	10/17/08

Background

Council approved a Real Estate Purchase Agreement with the Harold James Family Trust at its August 26, 2008, Regular Meeting. Approximately 80 acres in the Granite Dells was approved for addition to the City's Open Space portfolio. Details of the transaction specified the following favorable conditions of sale:

- A purchase price of $4 million, which was anticipated to be substantially less than the appraised value.
- Payment of the purchase price over two City fiscal years, FY 2009 and FY2010, with no interest applicable to the period between the payments.
- Close of escrow on or before November 15, 2008.

Appraisal

An early-2008 appraisal of approximately $5.5 million was determined to be outdated at the time of the August Council discussion. The appraisal was updated following approval of the draft Purchase Agreement, showing a new value of $5.205 million.

Financial Impact

Escrow closing is scheduled for October 21, 2008. The full purchase price of $4 million will have to be recognized for accounting purposes at close of escrow, as well as a donation for $1.2 million from the Harold James Family Trust to the City of Prescott.

The City is privileged to have the James Family as a part of our community. We are grateful for their generosity and kindness and would like to publicly acknowledge this momentous donation.

Recommended Action: MOVE to accept the donation of $1.2 million from the Harold James Family Trust to the City of Prescott, and to approve and authorize the Mayor and staff of the City of Prescott to execute the Acceptance of Donation document and all further documents necessary to accept and acknowledge this donation.

ACCEPTANCE OF DONATION OF REAL PROPERTY FROM THE HAROLD JAMES FAMILY TRUST

WHEREAS, the City of Prescott in accordance with City Resolution No. _____wishes to acknowledge on behalf of its citizens its gratitude for the significant donation by the Harold James Family Trust, in the amount of $1,200,000, whose generous gift has significantly contributed to the City's ability to obtain an area of great scenic beauty for open space and to the benefit of the general public; and

WHEREAS, this gift will enable the citizens of Prescott for generations to come to enjoy the scenic views, grandeur, beauty and pristine nature of this portion of the Granite Dells and the recreational amenities made possible due to this gift and donation.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT HEREBY ACCEPT AND ACKNOWLEDGE THIS GIFT AND DONATION AS FOLLOWS:

Section 1. THAT the City of Prescott hereby accepts from the James Family Trust the donation in the amount of $ 1,200,000, which donation value is based upon current appraisal of the substantial value of this property in excess of the City's purchased portion, and;

Section 2. THAT the Mayor and Staff are hereby authorized to execute such further documents and take such further actions to acknowledge, recognize and promote such recognition of this generous contribution to the citizenry of Prescott and the benefits that will ensue to all current and future citizens thereby.

ACKNOWLEDGED AND ACCEPTED ON BEHALF OF THE CITIZENS OF PRESCOTT, ARIZONA BY the Mayor and Council of the City of Prescott this _____ day of _____, 2008.

_____
JACK D.WILSON

ATTEST:

_____
ELIZABETH A. BURKE
City Clerk

APPROVED AS TO FORM:

_____
GARY D. KIDD
City Attorney

SSII-A

COUNCIL AGENDA MEMO – Oct 21 & 28
DEPARTMENT: City Manager- Grants
AGENDA ITEM: Approve disbursement of $49,999.99 in CDBG funding to Habitat for Humanity for the purchase of tools lending program.

Approved By:	**Date:**
Department Head: Linda Hartmann	**9 October 2008**
Finance Director:	
City Manager: Steve Norwood	10/14/08

On April 29, 2008, Council approved the City's 2008 Annual Action Plan that included $50,000 for a tool lending program requested by the Prescott Area Habitat for Humanity. On July 02, 2008 the US Department of Housing and Urban Development notified the City that they had approved the plan.

Habitat for Humanity "A Brush with Kindness" program is designed to effect landscaping, painting and minor exterior home repairs for low income homeowners. Habitat has a goal to improve 10 homes annually, all owned by families with incomes below 60% of the median income level. The homes are located in the Dexter Neighborhood.
The funds are for the purchase of tools to be lent to homeowners and used by volunteers in the performance of the repairs. It is noted that this project meets a national objective with an outcome of low to moderate area benefit/quality of life.

Habitat has provided the customary/necessary documentation for the purpose of verification.

It should be noted that the "Brush with Kindness" program is a nationally recognized and very successful program within the Habitat for Humanity family.

Approval of funding disbursement will serve in the best of interest of the City of Prescott.

Recommended Action: MOVE to approve the disbursal of $49,999.99 in CDBG funds to Habitat for Humanity for the purchase of tools for the Brush with Kindness program.

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COUNCIL AGENDA MEMO – (10/21/08 & 10/28/08)

DEPARTMENT: Fire

AGENDA ITEM: Resolution to approve an Inter-governmental Agreement (IGA) with Yavapai County for the use of their fuel facility.

Approved By:	**Date:**
Department Head: Darrell Willis	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	10/14/08

Background

The City of Prescott entered into an Inter-Governmental Agreement (IGA) with Yavapai County in March of 1999 for use of their fueling facility. The IGA provides for designated vehicles identified by the City of Prescott officials to refuel at the Yavapai County fueling facility located at 1100 Commerce Drive. The County charges the City for gasoline and diesel fuel at rate of 10 cents per gallon over and above the actual delivery cost to the County of said gasoline or diesel fuel. The Fire Department's airport engine and foam truck fuel at this site due to the close proximity to the airport. The update to this IGA is due to the County changing their security procedures for non-county users.

Financial Impact

The price per gallon identified in this IGA is not changing. The County pays the same price as the City pays for its delivered fuel and adds an additional 10 cents per gallon for administrative costs. Although we will pay slightly higher costs due to County administration fees, these large vehicles will travel fewer miles for purposes of fueling.

Recommended Action: MOVE to adopt Resolution No. 3907-0913.

RESOLUTION NO. 3907-0913

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR COUNTY PROVISION OF MOTOR VEHICLE FUEL FOR USE IN CITY VEHICLES, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, Yavapai County maintains fueling facilities for County vehicles; and

WHEREAS, the City of Prescott Fire Department desires to contract with Yavapai County for the provision of motor vehicle fuel for use in City vehicles; and

WHEREAS, the Parties are authorized to enter into intergovernmental agreements to mutually contract for services or for joint or cooperative action pursuant to A.R.S. §11-952 et seq.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with Yavapai County for County provision of motor vehicle fuel for use in City vehicles, attached hereto as Exhibit "A".

Section 2. THAT the Mayor and staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of October, 2008.

_____

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

EXHIBIT 'A'

INTERGOVERNMENTAL AGREEMENT
MOTOR VEHICLE FUELING

THIS AGREEMENT is made and entered into this ___ day of _____, 2008 by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona and the CITY OF PRESCOTT hereinafter called "USER".

RECITALS

WHEREAS, the COUNTY maintains fueling facilities for COUNTY vehicles; and

WHEREAS, the USER desires to contract with the COUNTY for the provision of motor vehicle fuel for use in USER vehicles; and

WHEREAS, the Parties are authorized to enter into intergovernmental agreements to mutually contract for services or for joint or cooperative action pursuant to A.R.S. §*11-952 et seq.;* and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION A. MOTOR VEHICLE FUEL

1. **Motor Vehicle Fuel and Facilities.** The COUNTY agrees to provide motor vehicle fuel to the USER under the terms and conditions set forth herein. USER staff shall have access to either COUNTY fueling facility located at 1100 Commerce Drive, Prescott Arizona or 4000 West Cherry Road, Camp Verde Arizona for the purpose of refueling USER-owned or leased vehicles. Unleaded gasoline and diesel fuel will be available 24 hours per day. The COUNTY will make keys available to USER to allow its employees to gain access to the fuel pumps after normal working hours. The USER agrees to take such steps as may be necessary to prevent unauthorized use of keys and security code information provided to the USER pursuant to this Agreement.

   The USER will provide a written list of eligible vehicles, and a written list of staff authorized to utilize the COUNTY fuel facility, and shall provide updated lists as necessary. USER will instruct its current and future employees regarding strict adherence to all procedures established by the COUNTY for use of its fuel facilities including, but not limited to traffic control directions at the fuel facility and operating instructions for fuel delivery equipment.

2. **Fuel Charges.** The USER will be issued a unique Access Security Code to be used by authorized staff to obtain fuel on the USER's account. It is understood

and agreed that the USER will pay the COUNTY for all fuel dispensed to users entering the USER's Access Security Code. The COUNTY will charge the USER for gasoline and diesel fuel consumed by the USER pursuant to this Agreement at a rate of 10 cents per gallon over the COUNTY's actual delivered cost for said gasoline or diesel fuel. The COUNTY will advise the USER of any changes in fuel costs no less than two days prior to the effective date of such changes. The COUNTY will bill the USER on a monthly basis for fuel dispensed. Remittance will be due in full within 15 days of receipt of each monthly billing.

3. **Fuel Supply and Use Restrictions.** In the event of emergency, the COUNTY, in its sole discretion, may direct that access to its fuel supplies and facilities pursuant to this Agreement be temporarily limited or discontinued. The USER is not obligated, pursuant to this Agreement, to obtain ***any specified or minimum quantity of*** motor vehicle fuel from the COUNTY and may, in its sole discretion, elect to obtain motor vehicle fuel from other parties at any time.

4. **Indemnification.** USER shall defend, indemnify and hold harmless the COUNTY against any lawsuits, claims, damages, losses and expenses whatsoever relating to or arising out of the acts or omissions of the ***USER*** or its officers, employees or agents with respect to, or in connection with, the dispensing or use of fuel pursuant to this Agreement.

SECTION B. MISCELLANEOUS

1. **Termination for Convenience.** This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party of intent to terminate.

2. **Termination for Breach.** If either party fails to abide by the terms and conditions of this agreement, this agreement may be terminated upon ten (10) days written notice by the party claiming breach to the other party.

3. **Surrender of Equipment.** If this Agreement is terminated for any reason, the USER shall surrender keys and any other equipment provided by the COUNTY for the purposes of utilizing products or services pursuant to this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall commence on November 1, 2008 and shall terminate on June 30, 2010. Thereafter it shall be deemed renewed for successive one-year terms as of July 1 of each year unless either party provides written notice to the other party of intent not to renew no less than sixty (60) days prior to the expiration date of the initial term or any renewal thereof.

5. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

6. **Cancellation for Conflict.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, pertinent portions of which are incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the aforementioned date.

COUNTY: Yavapai County

_____
Chairman, Board of Supervisors

ATTEST:

_____
Clerk of the Board

USER:

_____

_____
Title

ATTEST:

_____

_____
Title

Yavapai County Fleet Management

David Gartner, Director
david.gartner@co.yavapai.az.us

Phone: (928) 771-3160
Fax: (928) 771-3145

1100 Commerce Drive
Prescott, Arizona 86305

MEMO

TO: **City of Prescott**

FROM: **Angie Davis, Data Specialist**
Fleet Management

DATE: **June 10, 2008**

SUBJECT: **Fuel IGA for Yavapai County Government**

We have been asked over the past few months by multiple agencies to authorize all of their vehicles to fuel at the County fueling sites as the cost of fuel was much cheaper than that of the retail fuel stations. As the original contracts were for specific departments we were unable to accommodate their requests. We have changed our Inter-Governmental Agreements (IGA) to allow all vehicles owned and operated by the signing agency to fuel at either our Prescott or Camp Verde locations. The price per gallon above our cost ($0.10 per gallon) will remain the same as in the previous contract.

Please have an authorized representative sign all of the attached contracts and send them back to me at the above address. Once the contracts have been recorded, an original will be sent to you for your records.

Please submit a full list of authorized vehicles via email to myself, Lehua Compson, and Audrey Smith (email addresses are provided below). The vehicle list must include: agency contact information, vehicle number, make, model, license plate, fuel type, and max gallons. If you require a breakdown for billing purposes please call myself or Lehua to set up your preference. As there are multiple agencies renewing their IGA's, please allow one week from the time you submit your full vehicle list for activation.

Angie Davis	928-771-3160	Angie.Davis@co.yavapai.az.us
Lehua Compson	928-777-7558	Lehua.Compson@co.yavapai.az.us
Audrey Smith	928-777-7559	Audrey.Smith@co.yavapai.az.us

Sincerely,

Angie Davis

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COUNCIL AGENDA MEMO – 10/21/08 & 10/28/08

DEPARTMENT: Emergency Management

AGENDA ITEM: Adoption of Resolution No. 3909-0915 - Authorizing the City of Prescott to enter into a Mutual Aid Compact Agreement with the Arizona Department of Emergency and Military Affairs for mutual assistance during emergencies.

Approved By:	Date:
Department Head: Darrell Willis	10/13/08
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	10/14/08

Background

The State of Arizona has never had a state-wide Mutual Aid program. After the 9-1-1 incident and also Hurricane Katrina, part of the national emergency makeover was to see that all states have a mutual aid compacts in the case of a disaster. The State of Arizona has used the wildfire mobilization procedure in the past and would like to formalize an all-risk plan at this time.

Status

Attached is a copy of a formalized Arizona Mutual Aid Compact. This Compact defines the terms and procedures which will be used in the notification, identification of resources and the compensation for the use of the resources. This document is being circulated throughout the State of Arizona for approval.

This compact is a vital tool for our emergency managers to be able to tap into, in case of any disaster. Entities that do not sign the compact are in jeopardy of not being able to get outside emergency assistance and Federal or State funds to pay for those resources during an emergency.

The City Attorney's Office has reviewed and approved the compact.

Financial Impact

No direct financial impact.

Recommended Action: MOVE to adopt Resolution No. 3909-0915.

RESOLUTION NO. 3909-0915

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ("IGA") AND A MUTUAL AID COMPACT AGREEMENT WITH THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS FOR MUTUAL ASSISTANCE DURING EMERGENCIES, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott and the Arizona Department of Emergency and Military Affairs wish to enter into a certain IGA and Mutual Aid Compact Agreement to provide for the interchange of mutual aid assistance in coping with future community disaster or emergencies; and

WHEREAS, the City, which has expertise in managing and responding to community disasters or emergencies, may have need for mutual aid assistance in responding to future community disaster or emergencies, has resources to assist other governmental entities in responding to such disasters or emergencies, and has authority pursuant to A.R.S. 26-308 to enter into contracts and agreements for such purposes; and

WHEREAS, the Arizona Department of Emergency and Military Affairs has expertise in managing and responding to community disasters or emergencies, may have need for mutual aid assistance in responding to future disasters or emergencies and has resources to assist other governmental entities in responding to such disasters or emergencies; and

WHEREAS, the City of Prescott and the Arizona Department of Emergency and Military affairs have the authority to enter into the foregoing agreement pursuant to ARS Section 11-952 and 26-308.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement and Arizona Mutual Aid Compact with the Arizona Department of Emergency and Military Affairs for administering mutual aid assistance, attached hereto as Exhibit "A".

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached Arizona Mutual Aid Compact and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of October, 2008.

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

EXHIBIT 'A'

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and, WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. Definitions.

Automatic Mutual Aid means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
Backfill means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
Compact means this document, the Arizona Mutual Aid Compact (AZMAC).
Director is the Director of the Department of Emergency and Military Affairs (DEMA).
Emergency or **Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
Jurisdiction means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.
Local Mutual Aid are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
Political Subdivision means any county, incorporated city or town, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
Providing Party means the Jurisdiction providing aid in the event of an emergency.
Requesting Party means the Jurisdiction requesting aid in the event of an Emergency.
Self-deployed means to respond to an emergency without being requested by the Requesting Party.

4. Guiding Policy.

Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.

Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.

National Incident Management System (NIMS), 2008

5. Procedures for Requesting Assistance.

A Requesting Party, which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must come from the Requesting Party's county.

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. An example is provided in Appendix A.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing_Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures.

If the Providing Party desires reimbursement, the Requesting Party shall reimburse the Providing Party for all costs when any mutual assistance is requested, whether an incident has been declared an emergency or not. The Providing Party must declare to the Requesting Party its intent to seek reimbursement before responding to the Requesting Party's request for assistance. The Requesting Party, which is informed in advance of the Providing Party's intent to request reimbursement and which subsequently authorizes the

Providing Party to respond, shall reimburse the providing party after receipt of an itemized voucher and documentation of all allowable costs of labor, equipment, and materials that have actually been expended in providing assistance.

The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time).

10. Reimbursement Procedures from the State.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

When mutual aid is extended under this Compact to the State, if the Providing Party desires reimbursement from the State, reimbursement, if any, to the Providing Parties by the State for costs will be provided to the Requesting Party pursuant to A.R.S. § 35-192, and A.A.C. Title 8 as applicable (as may be amended from time to time). A requesting jurisdiction other than a county may submit a request to the county for reimbursement. The county will then request reimbursement from the Director for reimbursement of the Requesting Party.

After the State and/or President has declared an emergency, the Requesting Party shall prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the Providing parties for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time).

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and

employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this Compact, but only to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts or omissions of the indemnifying party.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

All parties to this agreement shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Party duties pursuant to this Compact.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each party shall be responsible for any injuries which may occur to its own personnel during the course of rendering mutual aid pursuant to this Compact. In accordance with A.R.S. § 23-1022, each party of a political jurisdiction of Arizona shall be deemed the primary employer and shall have sole responsibility for the payment of worker's compensation benefits to their respective employees. Each party shall comply with the notice provisions of A.R.S. § 23-1022 (E).

19. Insurance.

Each Requesting and Providing Party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry.

20. Non-appropriation.

Notwithstanding any other provision in this Compact, a party may terminate its participation in this Compact if for any reason the party does not appropriate sufficient monies for the purpose of maintaining this Compact. In the event of such cancellation, the terminating party shall have no further obligation to the other parties other than for payment for services rendered prior to cancellation.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of either party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Agreement.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and

services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall issue an annual report, with updates as needed, to all parties identifying the parties to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

A party shall by resolution of its governing body terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, and a copy will be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

In the event of any controversy, which may arise out of this Compact, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A) or applicable Tribal law. The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needs.

ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE

(NAME OF JURISDICTION)

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

_____
(Signing Authority) Date

ATTEST: _____
(Attesting Authority) Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

_____

(Attorney) Date

Appendix A

Appendix A
Emergency Management Resource Request

DATE REQUEST SUBMITTED

PRIORITY
- Black – Flash ☐
- Red – High ☐
- Yellow – Medium ☐
- Green – Low ☐

STATUS
- Black – Critical Action ☐
- Red – Action Required ☐
- Orange – Enroute ☐
- Yellow – On-Scene ☐
- Green – Released ☐
- Gray – Canceled ☐
- Blue – Closed ☐

Tracking Number-Local

Tracking Number-State

Tracking Number-FEMA

Tracking Number-EMAC

WHO IS MAKING THE REQUEST:

Requesting Organization

Related Event/Incident/Activity

REQUESTORS CONTACT INFO:

Phone: Cell: Fax: Frequency:

WHAT IS BEING REQUESTED:

Resource Category

Quantity

Qty Unit of Measure

Date/Time needed

Resource Type/Kind

Resource must come with ☐Fuel ☐Meals ☐Operator(s) ☐Water ☐Maint ☐Lodging ☐Power

Other

Mission

SPECIAL INSTRUCTIONS (E.G. SAFETY MESSAGE, INGRESS/EGRESS ROUTES, ETC.):

Special Instructions

FORWARD REQUEST TO:

Individual

Organization/Location

Position

Agency

Vendor

Summary of actions taken

Estimated Resource Cost

Appendix B

ARIZONA MUTUAL AID COMPACT (AZMAC)
POINTS OF CONTACT

Date: November 1, 2008

Name of Jurisdiction: City of Prescott

Mailing Address: 2086 Willow Creek Road

City, State, Zip Code: Prescott, Arizona 86305

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1st Alternate	2nd Alternate
Name	Darrell Willis	Bruce Martinez	Ralph Lucas
Title	Emergency Management Director	Deputy Fire Chief	Deputy Fire Chief
24-Hr Phone No.	928-925-7311	928-925-7314	928-710-1441
Address	2086 Willow Creek Road. Prescott, AZ 86305	Same	Same
Day Phone No.	928-777-1700	Same	Same
Night Phone No.	928-445-5357	Same	Same
Fax No.	928-776-1890	Same	Same
Email	Darrell.willis@cityofprescott.net	Bruce.martinez@cityofprescott.net	Ralph.lucas@cityofprescott.net

SS II-D

COUNCIL AGENDA MEMO – October 28, 2008	
DEPARTMENT:	**Field Operations**
AGENDA ITEM:	**Purchase of Crack Sealant Material for road maintenance**

		Date:
Department Head:	**Chad McDowell**	**10/10/2008**
Finance Director:	**Mark Woodfill**	
City Manager:	**Steve Norwood**	10/16/08

Background:

As part of a pavement management system, sealing cracks and joints in pavements extends the service life of the surface treatment and the pavement. Crack sealing does not improve initial pavement ride ability; however, benefits are realized in three to five years when it becomes obvious that the pavement has not deteriorated. Roads and bridges that are crack sealed last longer than those that are not and sealing prior to surface treatments enhances the treatment and further extends the pavement life.

Each year the City crack seals roads throughout the community many in preparation for a chip sealing. The overall success of pavement maintenance systems that include crack sealing, combined with the low cost, makes crack sealing a desired maintenance program. Crack sealing provides the most cost-effective use of dollars over time compared to other pavement maintenance techniques.

Financial:

Arizona Department of Transportation currently has a contract with Crafco, Inc. The City of Prescott would like to piggyback off this State (ADOT) contract for a not-to-exceed amount of $60,000.00. Funds were allocated in this year's budget process.

Recommended Action: Approve purchase of a not-to-exceed amount of $60,000. for crack sealant from Crafco, Inc., piggybacking off ADOT's contract.

SSII-E

COUNCIL AGENDA MEMO – October 28, 2008
DEPARTMENT: Field Operations
AGENDA ITEM: Purchase of Front Loading Type Containers with Plastic Lids

Approved By:	**Date:**
Department Head: Chad McDowell	**10/10/2008**
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	10/15/08

Background

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

In September 2008, a Notice Inviting Bids for the purchase of 95 Front-Loading Type Containers with Plastic Lids was published in the Courier. A copy of the bid notice was also sent to five (5) vendors qualified to provide the specified goods.

The following bids were received and opened on October 9, 2008:

Steelform Industries, Phoenix, AZ	$92,883.04
Wastequip – AZ	$91,308.30
Otto Environmental Systems, NC	$88,336.21
Action Container Solutions, Phoenix, AZ	**$80,199.95**

Financial

Verification of availability and delivery has been received from Action Container Solutions. The bids came in below the budgeted amount. Funds are available in account. Based on the above pricing, staff recommends Action Container Solutions as the lowest, most responsive bidder.

Recommended Action: Approve the purchase of 95 Front Loading Containers from Action Container Solutions for $80,199.95.

SSII-F

COUNCIL AGENDA MEMO – October 28, 2008	
DEPARTMENT:	**Field Operations**
AGENDA ITEM:	**Hauling Services Contract**

		Date:
Department Head:	**Chad McDowell**	
Finance Director:	**Mark Woodfill**	
City Manager:	**Steve Norwood**	10/16/08

Overview:

The City of Prescott contracts for hauling services to transport refuse deposited at the Transfer Station to the Gray Wolf Regional Landfill. The contractor transports approximately 63,000 tons of refuse per year, operating six days per week. Our current is with T & H Construction and expires March 31, 2009.

Request for Proposals and bid specifications were published in local and state newspapers, posted on the City's website, and opened on September 25, 2008. The proposed contract is for a five-year period with three one-year options for renewal. Bids were received from T & H Contracting, Fann Contracting, Otto Logistics, and Ashfork Sanitation. The bids were as follows:

Ashfork Sanitation.	$12.55 per ton
Fann Contracting	**$12.79 per ton**
T & H Contracting	$13.17 per ton
Otto Logistics	$14.22 per ton

Fann Contracting was found to be the lowest *responsive* bidder. After review with the City's Legal and Purchasing Departments, Ashfork Sanitation was classified as *unresponsive* as they are not a licensed contractor within the state of Arizona, and are currently operating in the state of Arizona without a current DOT license. Both subjects are requirements within the RFP. Ashfork Sanitation was notified of their non-responsive status, and T & H was notified that their contract would expire as noted, March 31, 2009.

Financial:

Based on the above pricing, staff recommends Fann Contracting, Inc., as the lowest, most responsive bidder. The contract includes a provision for an annual tonnage fee adjustment based in proportion to the change in the last published Consumer Price Index.

Recommended Action: Award to Fann Contracting, Inc., a five-year contract for refuse hauling services for $12.79 per ton, with amount not to exceed $805,770.00 per year.

Agreement for Solid Waste Hauling Services

WHEREAS the City of Prescott (hereinafter referred to as "City") desires to provide for the transport of residential, institutional, commercial, and industrial refuse from within a specifically designated geographical area of the City of Prescott; and

WHEREAS the City solicited proposals from qualified hauling contracting firms for these services; and

WHEREAS City Code Chapter 2-13 authorizes the City to provide garbage and waste collection services to City residents, and to operate a Transfer Station for the purpose of collecting and relocating residential, institutional, commercial and industrial refuse from within a specifically designated geographical area; and

WHEREAS Fann Contracting, Inc., whose business address is P.O. Box 4356, Prescott, Arizona, 86302 (hereinafter referred to as "Fann") desires and is qualified to dispose of the aforementioned solid waste materials; and

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. OBLIGATIONS OF THE PARTIES. The parties agree to provide said services and perform such duties as are set forth in the City's Request for Proposals (hereinafter "RFP") attached hereto and incorporated herein as Exhibit "A" and Fann's response to the "RFP" attached hereto and incorporated herein as "Exhibit B." It is expressly understood by both parties that the solid waste materials will be transported by Fann from the City's Sundog Ranch Transfer Station Facility located on Sundog Ranch Road, Prescott, Arizona. City will incur no additional costs associated with transportation of collected solid waste materials, other than as specifically provided in paragraph 10 of this Agreement. Fann will be responsible for ensuring that the transport trailers are properly located at the City's Sundog Ranch Transfer Facility in a workmanlike and safe manner.

2. TERM – the term of this Agreement shall be for five (5) years from the date the Agreement is approved by the Prescott City Council and fully signed by all the parties to the Agreement unless earlier terminated as set forth herein. This Agreement shall not be effective until approved by the Prescott City Council.

3. RENEWAL – In the City's sole discretion, upon such written notice by the City to Fann within 90 days prior to the expiration of the term of the Agreement or any renewed term, the City may extend this Agreement for three consecutive one-year terms from the date the Agreement would otherwise terminate. Renewal on the City's part shall be done administratively, without the need to bring the Agreement before the Prescott City Council and Notice of each one-year renewal term shall be made individually and separately and in the manner provided in paragraph 6.

4. BREACH AND TERMINATION – Upon the breach by any party of any of the terms of this Agreement, including but not limited to the payment terms requiring payment within 30 days of billing, the nonbreaching party shall be entitled, in its sole discretion, to terminate the Agreement by delivery of a written notice of termination of the Agreement to the breaching party, which termination shall be effective ten (10) days after delivery of such notice.

   A. If Fann breaches or fails to perform any portion of the obligations required by this Agreement, the City may take the following actions in its sole discretion:

   (1) Deduct any and all operating expenses incurred by the City from any money then due or to become due Fann and, should the City's cost for continuing the operation exceed the amount due Fann, collect the amount due, either from Fann or the surety, or both, and also to assert a lien on all properties, both real and personal, of Fann. Fann will provide a security interest to the City in all equipment it uses in performance of this contract.

   (2) During such period, the liability of the City to Fann for loss or damage to equipment and facilities so used shall be for actual, provable damage caused by the negligence of the City of

Prescott, ordinary wear and tear being specifically exempt from such liability. The burden of proof shall be Fann's responsibility. Furthermore, Fann will procure and/or utilize transport vehicles that conform to the generally accepted standards in the Solid Waste Hauling Industry to perform the work required under this Agreement. Said vehicles will meet all local, state and federal laws, rules and regulations governing their use.

(3) Employ such means as it deems advisable and appropriate to continue work until the matter is resolved and Fann is again able to carry out operations under this Agreement.

B. In the event a voluntarily or involuntarily bankruptcy is filed by or against Fann, this Agreement may be immediately terminate at the City's option, and in no event shall this Agreement be, or be treated as, an asset of Fann, or bankruptcy estate. This action shall not relieve Fann of previous responsibilities.

C. All terms, conditions, and specifications of the Agreement are considered material and failure perform any part of the Agreement shall be considered a breach of the Agreement.

D. In the event of termination of the Agreement for breach, default or bankruptcy as specified above, the City shall have the right to exercise its rights under the security interest agreements in said equipment, facilities, and records until such other items can be acquired by the City for operation of the system or another contractor is engaged to perform the service.

E. Any violation of the terms of this Agreement by Fann may, in the City's sole discretion, immediately be brought to the attention of Fann. Should the violation not be immediately addressed and corrected, the City may, in its sole discretion, provide Fann a written notification of the violation, the corrective action required and a time limit specified for the correction to be accomplished.

In the event of failure to comply with the notice as stated, or if the City receives any indication that Fann cannot or will not comply with the notice, the City may take whatever action it deems appropriate to correct the violations stated. All costs incurred by the City shall be recovered by the City billing Fann for all direct and indirect costs incurred.

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

6. NOTICE - Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage or certified mail, at the following addresses:

City of Prescott
Solid Waste Superintendent
P. O. Box 2059
Prescott, AZ 86302

Fann Contracting, Inc.
P.O. Box 4356,
Prescott, Arizona, 86302

Copy to:
Field Operations Director
P.O. Box 2059
Prescott, AZ 86302

If mailed, delivery of such notice shall be complete upon placing such notice in the U.S. Mail, postage prepaid, addressed to the other party at the address provided herein.

7. INDEPENDENT CONTRACTOR - It is expressly agreed and understood by and between the parties that Fann is an independent contractor, and as such none of its employees shall become

City employees, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, Fann further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Fann further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an agent of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

8. NONASSIGNABILITY – Except as otherwise provide herein, this Agreement is non-assignable by the parties. Fann shall not assign or sublet the Agreement, or any portion of the Agreement, without the written approval of the City Manager or his authorized designee. The City's written approval of Fann's assignment of any rights hereunder shall not be considered as making the City a party to such assignment or subcontract, or subjecting the City to liability of any kind to any assignee or subcontractor. No assignment or subcontract entered into by Fann shall, under any circumstances, relieve Fann of its liability or obligation under this agreement, and all transactions shall be made through Fann, unless otherwise specifically authorized by the City in writing, signed by the City Manager or his authorized designee. To the extent Fann desieres to assign the Agreement to an entity wherein Mike Fann owns a controlling interest, the City will not oppose the Assignment if the new entity can prove to the City's satisfaction that it has sufficient assets and insurance to protect the City and the new entity agrees to all terms and provisions of this Agreement.

9. PAYMENT -

A. The City shall pay Fann twelve dollars and seventy-nine cents ($12.79) per ton of solid waste material collected from the City's Sundog Ranch Transfer Station facility. Such tonnage shall be measured and determined by Fann on the City's certified scale(s).

B. Fann Fuel Surcharge- Fann will charge the City a fuel surcharge based on the Oil Price Information Service (OPIS) rates of $4.00 per gallon and Fann will issue the City a credit when the rate falls below $3.00 per gallon; any overage will be paid to Fann based on the four-week average for the month. Travel from the City's Transfer Station to Greywolf Landfill, round trip, is 50 miles. At 5 miles per gallon, this trip takes 10 gallons. For example, if the monthly average is $4.32, the overage paid to Fann will be $0.32 per gallon. If 250 trips are made during the month, the payout to Fann would be $800.00.

If OPIS rates drop, Fann would then credit the City in the same manner. For example, if the monthly average OPIS rate is $2.79, the City would receive a $0.21 credit per gallon used. Using the 250 trip example, the credit to the City would be $424.00

Reimbursement for either party will be based on actual number of trips made to the landfill.

C. Annual Tonnage Fee Adjustment - The net tonnage fee adjustment will be adjusted prospectively as the anniversary date each year of the contract in proportion to the change in the last published Consumer Price Index (CPI) compared with the CPI last published one year prior. For purposes of defining CPI, the term CPI means the Consumer Price Index, published by the Bureau of Labor Statistics (BLS) of the United States Department of Labor. If the BLS substantially revises or ceases publication of the CPI, then a substitute index for determining cost of living adjustments, issued by the BLS or by a reliable government or other non-partisan publication, shall be designated by agreement between the City and Fann. In addition, the net tonnage fee will be adjusted prospectively as of the effective date of any change in law (as described below), in an amount equal to Fann's actual increased costs resulting from a change in law which has the effect of requiring special handling or other procedures in connection with the processing, transportation or disposal of solid waste more costly than those procedures in connection with the processing, transportation or disposal of solid waste more costly than those procedures required as of the date of the RFP, September 25, 2008, for processing,

transportation or disposal of Solid wastes.

D. Fann shall bill the City monthly for the payments due for the total tonnage collected by Fann each month. The City shall pay such billings based on the City's general accounts payable schedule.

10. LAWS TO BE OBSERVED – The parties shall at all times observe and comply with all applicable Federal and State laws, local laws, ordinances, orders, resolutions and regulations of the Federal, State, County or City governments, including such applicable laws of the City of Prescott.

11. CONSTRUING THE AGREEMENT -This Agreement is the result of negotiations by and between the parties. Although the Prescott City Attorney has drafted it, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party

12. APPLICABLE LAWS - This Agreement shall be construed under the laws of the State of Arizona.

13. WHOLE AGREEMENT - This Agreement, which incorporates and includes Exhibits A & B, represents the entire and integrated Agreement between the City and Fann and supersedes all prior negotiations, representations, or agreements, either written or oral. This paragraph is subject to the provisions of Paragraph 22 of this Agreement. This Agreement may be amended only by written instrument signed by both the City and Fann. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

14. SEVERABILITY AND WAIVER - In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

15. INDEMNIFICATION AND HOLD HARMLESS – Fann agrees to indemnify and save harmless the City of Prescott, and its employee officers, agents and representatives from all suits, including attorneys' fees and cost of litigation, actions, loss, damage, expense, cost or claims arising out of the failure of Fann or those acting under Fann to conform to any statutes, ordinance, regulation, law or court decree. It is the intent of the parties to this Agreement that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with Fann's performance pursuant to this Agreement, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of Fann or of its officers, agents or employees, or subcontractors.

The City agrees to indemnify and save harmless Fann, and its employee officers, agents and representatives from all suits, including attorneys' fees and cost of litigation, actions, loss, damage, expense, cost or claims arising out of the failure of the City or those acting under the City to conform to any statutes, ordinance, regulation, law or court decree. It is the intent of the parties to this Agreement that Fann shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the City's performance pursuant to this Agreement, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the City or of its officers, agents or employees, or subcontractors.

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

17. INSURANCE -

A. Fann shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with limits not less than $2,000,000.00. Liability insurance shall provide the following coverages:

1) Commercial General Liability ("explosion, collapse, and underground" and "products/ completed operations" coverage may be excluded);
2) Umbrella form – including environmental compliance;
3) Automobile Liability.

B. All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate shall be provided the City as satisfactory proof of such insurance prior to the delivery of any material to Fann.

C. Prior to the delivery of any material under this Agreement, Fann shall provide the City with a certificate of insurance, or other evidence or that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. § 23-901 et seq., with a limit of at least $500,000, or that it employs no persons subject to the requirement for such coverage.

18. NONDISCRIMINATION - Fann, with regard to its obligations hereunder and during its performance of this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Fann will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975.

19. JURY TRIAL AND ATTORNEYS' FEES -The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Fann further agrees that this provision shall be contained in all subcontracts related to the subject of this Agreement. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute. Fann further agrees that this provision shall be contained in all subcontracts related to the subject of this Agreement.

20. RIGHTS OF PARTIES - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Fann.

21. GENERAL CONTRACT TERMS AND CONDITIONS - To the extent that the general contract terms and conditions found in the City's "RFP" (See Exhibit A) have not been modified by this document ("this document" being defined as the six-page document entitled "Agreement for Solid Waste Hauling Services" not containing the Exhibits), same shall be in full force and effect and are incorporated into this Agreement. To the extent any of the general contract terms and conditions of the City's "RFP" have been modified in this document, then the terms and conditions listed in this document control the understanding of the parties. The provisions of Exhibit C (pertaining to legal worker requirements) are hereby incorporated into and made part of this contract by this reference.

22. CONTRACTOR PENALTIES –

A. Upon receipt of notification, verbal or fax, if the contractor does not replace the trailer within thirty (30) minutes, the contractor will be subject to a twenty-five percent (25%) reduction in the unit price to be paid. If the trailer is not replaced within sixty (60) minutes, the contractor will be subject to a fifty percent (50%) reduction in the unit price to be paid. If the trailer is not replaced within one hundred twenty (120) minutes, the contractor will be subject to a one

hundred percent (100%) reduction in the unit price to be paid.

B. If sufficient trailers are not available and on-site to allow for the clearing of the tipping floor by 4:30 p.m., the contractor will be subject to any and all costs associated with the operation of the Transfer Station for those "after hours" operations.

C. If the contractor fails to move a transport-ready trailer from the Transfer Station to the disposal site within forty-eight (48) hours, the contractor is subject to a fifty percent (50%) reduction in the unit price to be paid. If this trailer is not moved from the Transfer Station to the disposal site within seventy-two (72) hours, the contractor is subject to a one hundred percent (100%) reduction in the unit price to be paid.

DATED this _____ day of _____, 2008.

CITY OF PRESCOTT

_____
Jack D. Wilson, Mayor

Fann Contracting, Inc.

_____
By: _____

Title: _____

ATTEST:

_____
Elizabeth A. Burke, City Clerk

APPROVED AS TO FORM:

_____
Gary D. Kidd, City Attorney

Exhibit "C"

COMPLIANCE WITH FEDERAL AND STATE LAWS

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty).

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

SS II-G

M	COUNCIL AGENDA MEMO – October 21 & 28, 2008
L	**DEPARTMENT:** Public Works
S	**AGENDA ITEM:** Adoption of Ordinance No. 4673-0916 to abandon a segment of Garden Street and the alley west of Grove Avenue between Western Drive and Sheldon Street
M	

Approved By:		**Date:**
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood	10/15/08

Item Summary

This item is a request to abandon a segment of Garden Street south of Sheldon Street in the vicinity of Butte Creek; and the alley west of and parallel to Grove Avenue between Western Drive and Sheldon Street as shown on the attached plan. The right-of-way property is proposed to be conveyed at market value.

Background

This request is initiated by Prescott College and is an effort on their part to improve pedestrian safety for faculty, students, and the public. Through the abandonment the College property will be joined to provide a more campus like "feel". Garden Street and the alley are part of Murphy's Fifth Subdivision and Fleury's Addition respectively. The College owns all the real property which is adjacent to the rights-of-way requested.

This portion of Garden Street (15,022.5 SF) is unimproved with a large portion of the right-of-way in the Butte Creek Floodplain, and therefore is not accessible to vehicular traffic. There are no plans to improve this segment of Garden Street due to the limited benefit it would provide and the significant cost of bridging Butte Creek. Existing utilities located in Garden Street will require a Public Utilities Easement be retained. No structures would be permitted within the Butte Creek Floodway and any improvements to the Floodplain must comply with the City's Floodplain Regulations, City Code, Title XIII. The portion of Garden Street through Butte Creek was closed by City Council action on November 26, 1996.

The alley (8,763.12 SF) is improved, albeit in poor condition, and contains all available public utilities requiring a Public Utilities Easement be retained for further operations and maintenance. The College has plans to enhance the alley with landscape and hardscape features which would integrate the alley into the adjacent College facilities. A meeting was held several months ago to ensure that police, fire and all utilities have full and unrestricted access to the alley and Garden Street at all times for emergency response and maintenance of utilities.

The primary reason for the College's abandonment request is to improve pedestrian safety. The alley is narrow (25 feet wide) with multiple above ground utilities which

restricts traffic flow and does not permit two-way traffic. Students and faculty must cross the alley to access classrooms and administration buildings; there are also several college parking lots that take access from the alley all of which do not integrate well with through traffic. The intended use of an alley is for access and service to the adjacent properties.

Notification letters have been mailed out to the adjacent property owners advising them of the Prescott College's abandonment request. Several property owners and area residents have called and voiced concerns that if the alley is abandoned and not available for through traffic, they will not be able to access the traffic signal at the Grove Avenue Sheldon Street intersection. There are alternate routes for traffic to access this signal, Gurley Street, and Sheldon Street. The alley is a service facility not designed or intended to handle two-way through traffic.

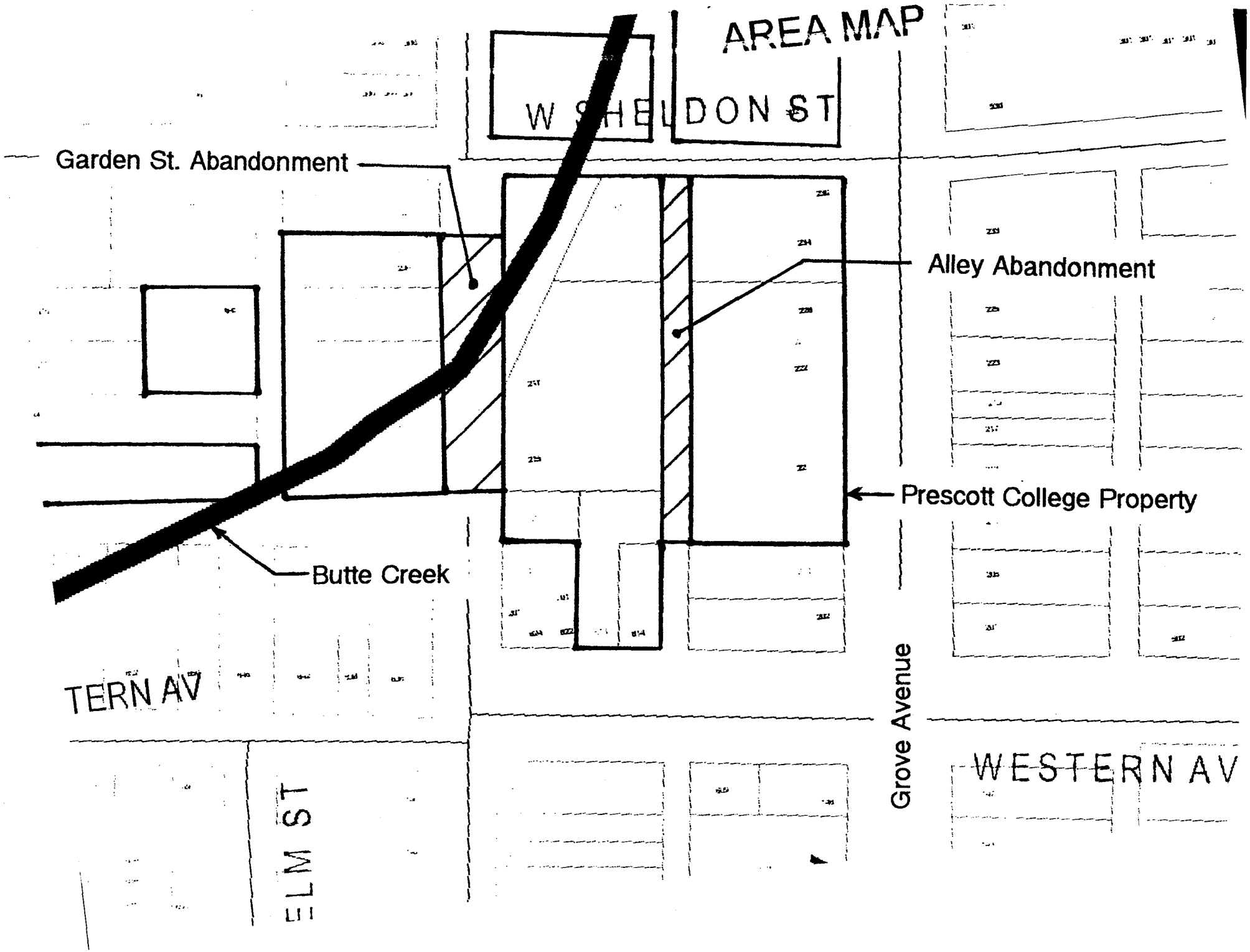
Garden Street and the alley have been appraised by an independent third party appraiser at a value of $26,500.00 and $35,000.00 respectively. The appraised values have been adjusted to reflect the encumbrance for the Public Utility Easements. Prescott College will pay $61,500.00 ($26,500.00 + $35,000.00) plus $265.00 for the processing and recording fees for a total of $61,765.00 for the abandoned right-of-way property.

Credit Account No. 7-774-01

Attachments

- Area Map
- Exhibit "A" Map and Legal Description of Garden Street
- Exhibit "B" Map and Legal Description of Alley
- Ordinance No. 4673-0916
- Letter of Understanding

Recommended Action: MOVE to adopt Ordinance No. 4673-0916.


AREA MAP
W SHELDON ST
Garden St. Abandonment
Alley Abandonment
Prescott College Property
Butte Creek
TERN AV
ELM ST
Grove Avenue
WESTERN AV

KELLEY / WISE ENGINEERING, INC.
146 GROVE AVENUE
PRESCOTT, ARIZONA 86301
(928) 771-1730
FAX 778-2220
CIVIL ENGINEERING/LAND PLANNING/SURVEYING

JOB	PRESCOTT COLLEGE 08-03		
SHEET NO.	1	OF	1
DRAWN BY	WRW	DATE	04/10/08
CHECKED BY	JRW	DATE	04/10/08

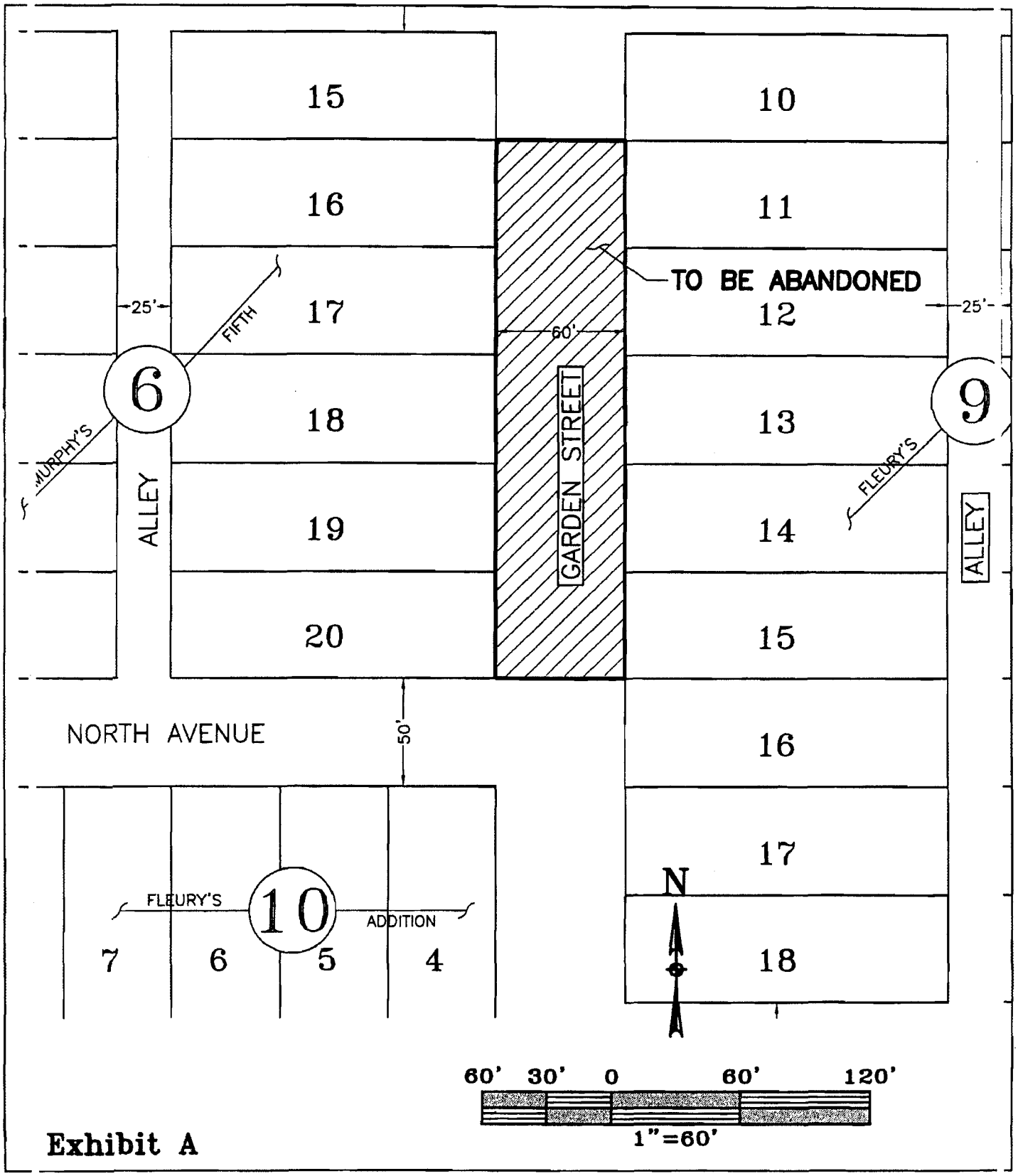


Exhibit A

EXHIBIT A

That portion of GARDEN STREET in MURPHY'S FIFTH SUBDIVISION as recorded in Book 2 of Maps and Plats at Page 31, records of Yavapai County, Arizona, being a portion of Section 33, Township 14 North, Range 2 West, Gila and Salt River Meridian, City of Prescott, Yavapai County, Arizona, described as follows:

BEGINNING at the southeast corner of Lot 20, Block 6 in said MURPHY'S FIFTH:

thence northerly along the west right-of-way of said GARDEN STREET to the northeast corner of Lot 16, Block 6 in said MURPHY'S FIFTH (shown distant 250.05 feet, more or less, per the Block Maps on file with the City of Prescott Public Works Department);

thence easterly to the northwest corner of Lot 11, Block 9 in FLEURY'S ADDITION as recorded in Book 2 of Maps and Plats at Page 1 and Amended in Book 2 of Maps and Plats at Page 31, records of Yavapai County (shown distant 60.00 feet, more or less, per said Block Maps);

thence southerly along the east right-of-way of said GARDEN STREET to the southwest corner of Lot 15, Block 9 in said FLEURY'S ADDITION (shown distant 250.70 feet, more or less, per said Block Maps);

thence westerly to the POINT OF BEGINNING (shown distant 60.00 feet, more or less, per said Block Maps).

This description is based on the record documents noted within and does not benefit from a field survey.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
16921
JAMES R.
WISE
Date Signed 4/25/2008
ARIZONA, U.S.A.
Expires 12/31/10

April 14, 2008
KWE 08-033 (ex)
Portion Garden Street

KELLEY / WISE ENGINEERING, INC.
146 GROVE AVENUE
PRESCOTT, ARIZONA 86301
(928) 771-1730
FAX 778-2220
CIVIL ENGINEERING/LAND PLANNING/SURVEYING

JOB	PRESCOTT COLLEGE 08-033		
SHEET NO.	1	OF	1
DRAWN BY	WRW	DATE	04/10/08
CHECKED BY	JRW	DATE	04/10/08

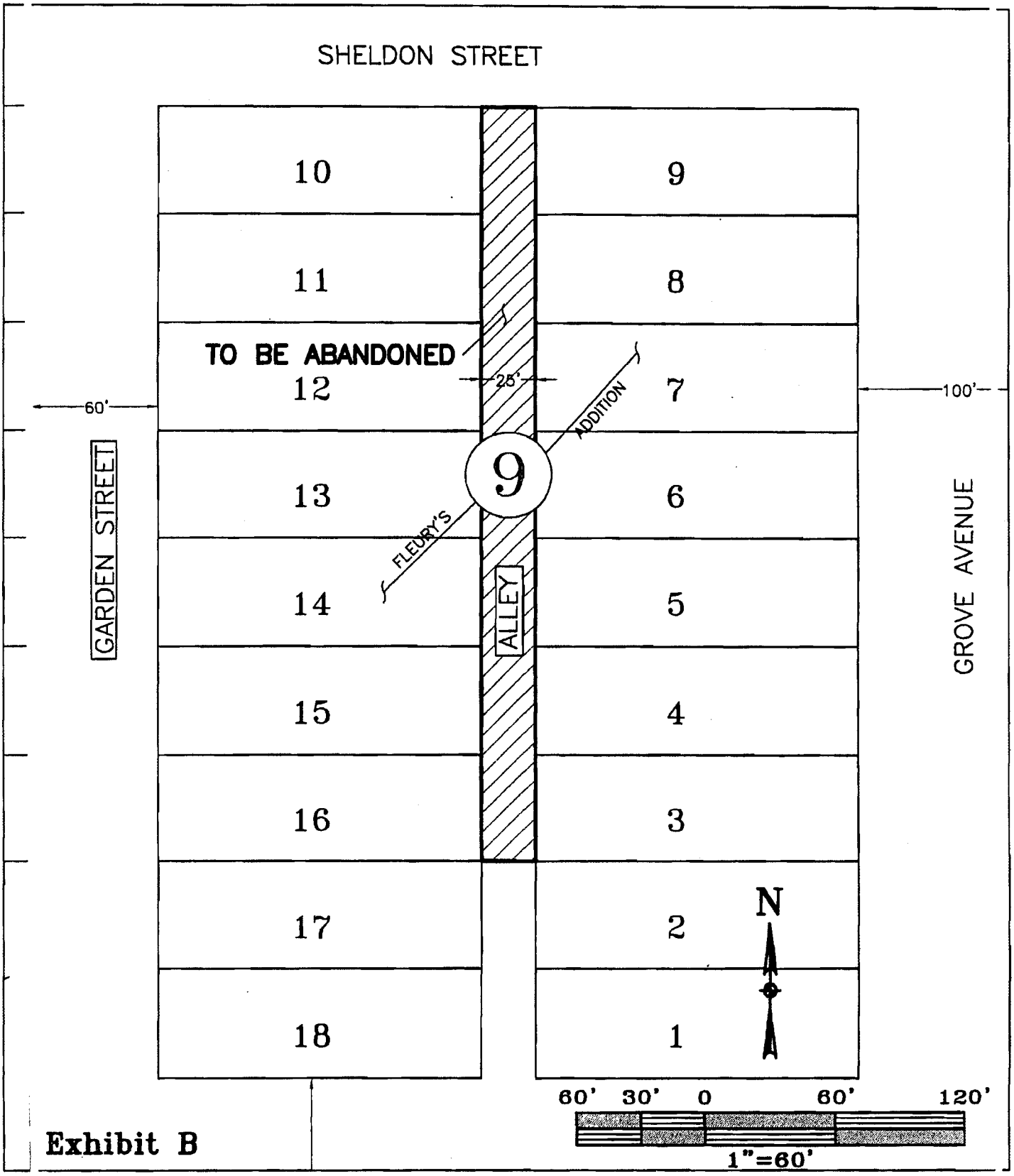


Exhibit B

EXHIBIT B

That portion of the alleyway within Block 9 in FLEURY'S ADDITION as recorded in Book 2 of Maps and Plats at Page 1 and Amended in Book 2 of Maps and Plats at Page 31, records of Yavapai County, Arizona, being a portion of Section 33, Township 14 North, Range 2 West, Gila and Salt River Meridian, City of Prescott, Yavapai County, Arizona, described as follows:

BEGINNING at the southeast corner of Lot 16, Block 9 in said FLEURY'S ADDITION;

thence northerly along the west right-of-way of said alleyway to the northeast corner of Lot 10, Block 9 in said FLEURY'S ADDITION (shown distant 350.56 feet, more or less, per the Block Maps on file with the City of Prescott Public Works Department);

thence easterly to the northwest corner of Lot 9, Block 9 in said FLEURY'S addition (shown distant 25.00 feet, more or less, per said Block Maps);

thence southerly along the east right-of-way of said alleyway to the southwest corner of Lot 3, Block 9 in said FLEURY'S ADDITION (shown distant 350.49 feet, more or less, per said Block Maps);

thence westerly to the POINT OF BEGINNING (shown distant 25.00 feet, more or less, per said Block Maps).

This description is based on the record documents noted within and does not benefit from a field survey.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
16921
JAMES R.
WISE
Date Signed 4/25/2008
ARIZONA, U.S.A.
Expires 12/31/10

April 14, 2008
KWE 08-033 (ex)
Portion Block 9 Alleyway

ORDINANCE NO. 4673-0916

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, VACATING AND ABANDONING CERTAIN MUNICIPAL RIGHT-OF-WAYS WHICH CONSIST OF PORTIONS OF GARDEN STREET AND AN ALLEY LOCATED WEST OF AND PARALLEL TO GROVE AVENUE SOUTH OF SHELDON STREET AND SELL AND CONVEY TO PRESCOTT COLLEGE AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH VACATIONS AND ABANDONMENTS

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that portions of City Right-of-Ways, Garden Street and an alley, more particularly described in Exhibits "A" and "B", attached hereto and made a part hereof, are not needed, nor likely to be needed within a reasonable future time by the City; and

WHEREAS, the City Council of the City of Prescott wishes to abandon those aforesaid certain portions of Right-of-Ways described on Exhibits "A" and "B" and convey to Prescott College; and

WHEREAS, the value of the Right-of-Ways was appraised by an independent appraiser at $61,500.00 and therefore will be conveyed to Prescott College at market price. The value of the Right-of-Ways has been adjusted to reflect the encumbrance of the public utility easements. Prescott College will pay the amount of $61,500.00 plus $265.00 for filing, processing and recording fees for a total amount of $61,765.00; and

WHEREAS, the sections of the Right-of-Ways proposed to be abandoned will advance the public interest and public welfare in that these areas are heavily trafficked by pedestrians going to and from Prescott College, the City has historically closed portions of these right-of-ways, the intended use of the alley is for maintenance purposes for the abutting land users and was not contemplated for vehicular traffic other than maintenance vehicles and for other beneficial public purposes; and

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

ENACTMENTS:

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

SECTION 1. THAT certain municipal Right-of-Ways as set forth in Exhibit "A", which constitute a portion of Garden Street consisting of 15,022.5 square feet; recorded

in Book 2 of Maps and Plats at Page 31 and Exhibit "B", which constitutes a portion of an alley located west of and parallel to Grove Avenue south of Sheldon Street consisting of 8,763.12 square feet; recorded in Book 2 of Maps and Plats at Page 1 and amended in Book 2 of Maps and Plats at Page 31, records of the Yavapai County Recorder, are no longer necessary for public use and the same are hereby vacated and abandoned.

SECTION 2. THAT title to that property set forth in Exhibits "A" and "B" shall vest in the owner of the adjacent property, Prescott College, Inc., located at 220 Grove Avenue, which legal description is made a part of this Ordinance. Prior to such conveyance, the owner of the adjacent property, Prescott College, Inc., will pay to the City of Prescott pursuant to this abandonment the appraised market value of $61,765.00, which sum and consideration is determined to be commensurate with the value of the abandoned property, and includes payment to the City of Prescott in the sum of $265.00 in accordance with PCC Section 8-2-14.

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

SECTION 4. THAT the City of Prescott hereby retains public utility easements over the abandoned right-of-ways as shown on Exhibits "A" and "B".

SECTION 5. THAT the public interest is served by these vacations and abandonments.

SECTION 6. THAT pursuant to ARS Section 33-404, the following disclosure is made:

The beneficiary of this abandonment is:
Prescott College Inc.
220 Grove Avenue
Prescott, AZ 86301

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of October, 2008.

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

City of Prescott
Public Works Department
PO Box 2059 Prescott, Arizona 86302
Phone: (928) 777-1273 TDD: (928) 777-1100 FAX: (928) 771-5943

October 7, 2008

Prescott College
220 Grove Avenue
Prescott, AZ 86301

Attn: Steven Corey Ph.D.
Executive Vice President

Re: Letter of Understanding for Alley Enhancement

This letter is to confirm our previous meetings and conversations regarding the College's requested abandonment of Garden Street and the alley and the proposed alley enhancements. Maintaining unrestricted access for Police and Fire Departments, Sanitation and all Utilities is paramount for the City's consideration of the alley abandonment. Given this requirement, the College's alley enhancement plans must be reviewed and approved the City and include the conditions discussed below.

1. The alley enhancement design must provide a minimum 20 feet wide clear passage at all times for emergency response, utility access and trash collection.
2. The landscape and hardscape must support the load requirements for both the Fire and Sanitation Departments.
3. The College will be responsible for any damage and/or repair to the landscape and hardscape as a result of repair and maintenance to any utility facilities.

If the information and conditions stated above are an accurate summation of our meetings, please sign on the signature block below.

If you have any questions, please call me at 777-1273.

Sincerely,

Richard A. Mastin
Development Services Manager

Steven Corey, Ph. D.
Executive Vice President

M
L
S
M

SS II-H

COUNCIL AGENDA MEMO – October 21 & 28, 2008

DEPARTMENT: Public Works

AGENDA ITEM: Award of bid to Fann Contracting, Inc. for the North Prescott Regional Force Main Replacement Project, along State Highway 89 from Lillian Lane to Willow Creek, in an amount not to exceed $4,081,000.00.

Approved By:		**Date:**
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood	10/15/08

Item Summary

This item is to award a bid and contract for construction services required to provide sewer improvements along the segment of State Highway 89, from Lillian Lane, to Willow Creek. This project include removal of the existing 14" force main and replacement with a new 24" gravity sewer main, including new sewer manholes, trench paving and new asphalt rubber friction course paving.

Background

The City operates and maintains an existing 14" ductile iron sewage force main, beginning at the Prescott Lakes Regional Lift Station on Willow Lake Road, then proceeding to Highway 89 and discharging into an existing gravity line north of Granite Dells. This line conveys major flows from the northern portions of the City to the Airport Wastewater Treatment Plant. City crews repaired a line break in 2004 and during that repair evidence was found of significant deterioration, necessitating removal of the old 14" force main and replacement with a new 24" gravity sewer main.

A condition assessment was completed in April 2005 through the use of video and material sampling at various locations. The evaluation found that due to the pipe slope and hydraulics accumulated corrosive gasses and have severely degraded the pipe structure over time. The line was constructed in 1978.

Bid Results

Bidder	Location	Total
Fann Contracting	Prescott, AZ	$ 3,886,407.61
Wagner Place	Int. Falls, MN	$ 4,178,810.34
Spire Engineering	Mesa, AZ	$ 4,632,000.00
Johansen Construction	Prescott Valley,	$ 4,839,192.42
Eagle Mtn Construction	Flagstaff, AZ	$ 5,328,506.00
Technology Construction	Prescott, AZ	$ 5,542,775.00
Engineer's Estimate	Prescott, AZ	$ 6,025,000.00

Written bid confirmation has been received from the lowest, responsive, responsible bidder, Fann Contracting, Inc.

AGENDA ITEM: Award of bid to Fann Contracting, Inc. for the North Prescott Regional Force Main Replacement Project, along State Highway 89 from Lillian Lane to Willow Creek, in an amount not to exceed $4,081,000.00.

Project Schedule

Commence Construction – November, 2008
Complete Construction – June, 2009

Budget

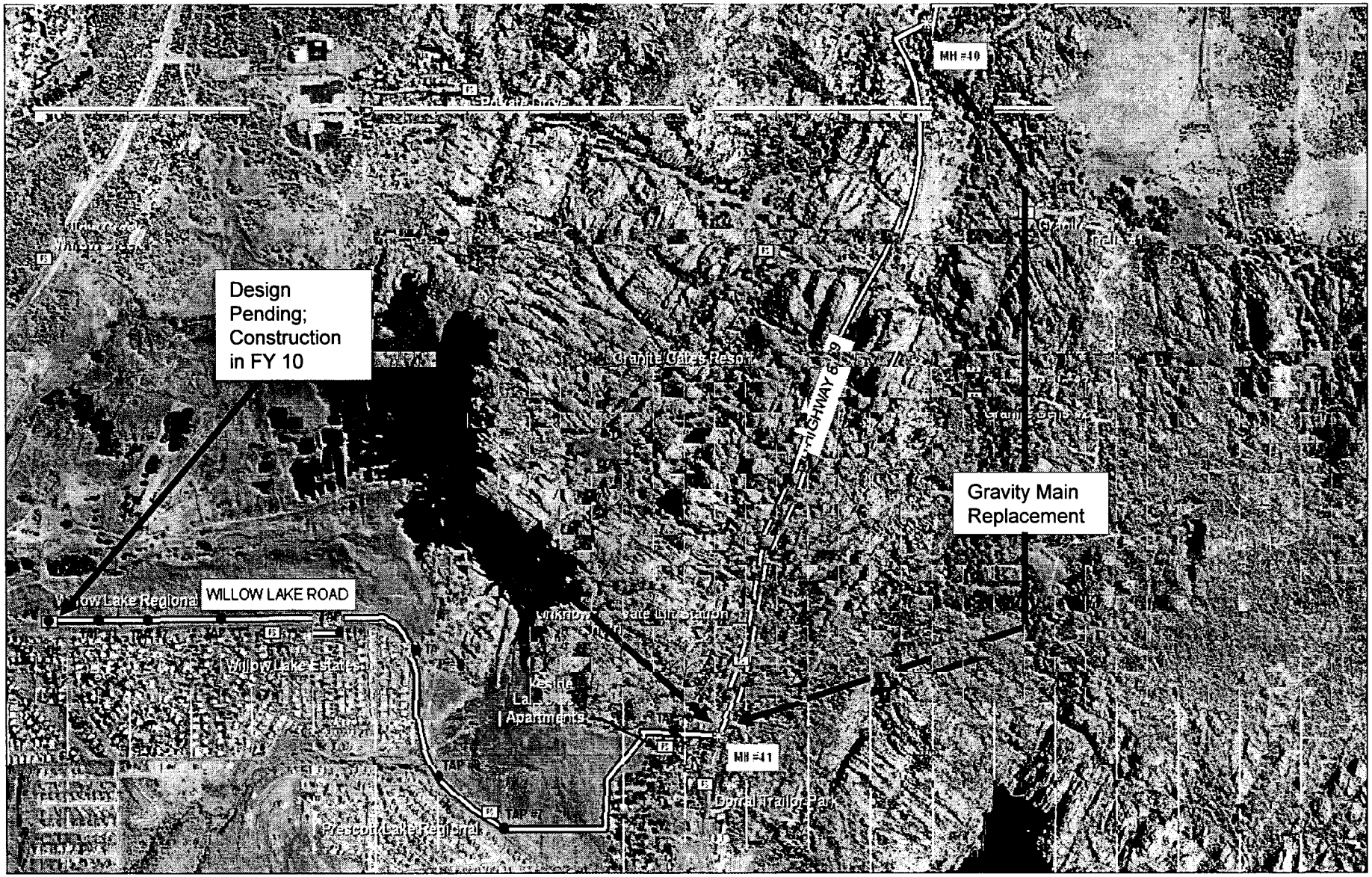
The recommended contract amount is the construction bid amount of $3,886,407.61 plus 5% ($194,592.39) for a total not to exceed amount of $4,081,000.

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 $4,081,000.

FY 09 budgeted funds are available for the North Prescott Regional Force Main Replacement Project. (Source: Sewer Fund, Account No. 13-90519, Amount $5,371,000.00)

Attachments - Location Map

Recommended Action: MOVE to award a contract to Fann Contracting, Inc., for the North Prescott Regional Force Main Replacement Project in an amount not to exceed $4,081,000.00.



0 450 900
Feet

LEGEND

Existing Pump Station

Approximate North Force Main Location

Approximate Hot Tap Locations

FIGURE 1
NORTH FORCE MAIN INVESTIGATION

SSII-I

M	COUNCIL AGENDA MEMO – October 21 & 28, 2008
L	**DEPARTMENT:** Public Works
S	**AGENDA ITEM:** Adoption of Ordinance No. 4672-0915 authorizing purchase and acceptance of public rights-of-way, drainage easements, and temporary construction easements from various owners for the Williamson Valley Road Improvement Project
M	

Approved By:		**Date:**
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood	10/15/08

Item Summary

Approval of this ordinance would acquire various rights-of-way; drainage easements, and temporary construction easements necessary for the Williamson Valley Road Improvement Project. Exhibit "A" (attached) provides a summary of the acquisition, involving four (4) parcel's of real property. Upon approval of the ordinance and associated closings of escrow, 12 of 33 parcels will have been acquired. 7 of 13 temporary construction easements have been executed by property owners along the roadway.

Background

Reconstruction of Williamson Valley Road was identified in the Ten-Year Street Improvement Program of July 1995. Project design was completed September 14, 2007.

Exhibit "A" identifies property owner, addressee, assessors parcel number, areas and type of acquisitions, compensation (including where applicable real property improvements and severance) and other terms and conditions for each acquisition. The agreement amounts are based on appraisal or competitive market data provided by Michael Wolf Real Estate Appraisal Services, State Certified Appraiser, the appraisal firm retained by the City for this project. Copies of the actual agreements are available in the City Clerks Office; compensation worksheets are on file at the Public Works office.

Budget

FY 09 budgeted funds are available for right-of-way acquisition for the Williamson Valley Road project from the One Cent Sales Tax for Streets and Open Space (Account No. 66-88614; Amount $900,000). The total amount required for the acquisition listed on Exhibit "A" is $99,305.00 plus closing costs estimated between $200 and $1000 for each closing. The actual closing costs will determine the final amount for each transaction.

Attachments - Exhibit "A" summary of acquisitions
- Ordinance No. 4672-0915

Recommended Action: MOVE to adopt Ordinance No. 4672-0915.

ORDINANCE NO. 4672-0915

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTIES, EASEMENTS AND IMPROVEMENTS BELONGING TO DOUGLAS HEFFNER, LOREN J. RIDLEY, JAMES S. AND LUCY GREENEICH, AND THE ACQUISITION OF CERTAIN RIGHTS OF WAY, DRAINAGE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS THEREFROM FOR THE WIDENING OF WILLIAMSON VALLEY ROAD, AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SAID PURCHASES

RECITALS:

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

WHEREAS, the proposed purchase prices of the following described properties, easements and improvements are deemed to be fair and equitable and will benefit the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase certain real property and easements more particularly described in that certain Agreement for Sale of Real Property and easements dated September 24, 2008 and agrees to purchase and accept said property and easements from Douglas Heffner, pursuant to the terms and conditions as set forth therein, for the purchase price of $12,100.00 plus closing costs

SECTION 2. THAT the City Council hereby accepts the offer to purchase certain real property and easements more particularly described in that certain Agreement for Sale of Real Property and easements dated September 24, 2008 and agrees to purchase and accept said real property and easements" from Loren J. Ridley, pursuant to the terms and conditions as set forth therein, for the purchase price of $87,200.00 plus closing costs.

SECTION 3. THAT the City Council hereby accepts the offer to quit claim certain real property more particularly described in that certain Quit Claim Deed dated October 2, 2008 and accept said real property" from James S. and Lucy Greeneich, pursuant to the terms and conditions as set forth therein, for the purchase price of $5.00 plus closing costs.

SECTION 4. THAT upon payment of the foregoing sums, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchases and acceptance of rights of way and easements, including the payment of closing and other costs associated with the purchases and recordation's of the closing documents.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28TH day of October, 2008.

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

Williamson Valley Road Rights-of-Way
Acquisition Summary
October 21, 2008

Owner Name	Property Address	Assessor Parcel No	Acquisition ROW / Easements	Compensation	Other Terms and Conditions
Heffner, Douglas	2101 Williamson Valley Rd Prescott, AZ. 86303	116-04-001B	R/W= 4,841.1 SF TCE= 8,007.0 SF	$12,100.00	Seller to retain existing boulder's Double water meter set per project plans
Ridley, Loren J.	1818 N Mt. Granite Way Prescott, AZ. 86305	116-04-001F	R/W= 8,555.8 SF Drn Esmt= 1,092.0 SF TCE= 1,271.0 SF	$87,200*	Includes loss of landscaping
Ridley, Loren J.	1818 N Mt. Granite Way Prescott, AZ. 86305	116-04-001G	R/W= 5,452.0 SF	*Included in above	
Greeneich, James S. and Lucy	2285 Leloop Drive Prescott, AZ. 86305	115-01-058	QC= 2,157.1 SF	$5.00	17' to be dedicated upon request of the City of Prescott Engineer Department

SF =	Square Feet
R/W =	Right-of-Way
Drn Esmt =	Drainage Easement
Slp Esmt =	Slope Easement
TCE =	Temporary Construction Easement
SE =	Sewer Easement
QC =	Quit Claim

SSII-J

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COUNCIL AGENDA MEMO – October 21 & 28, 2008

DEPARTMENTS: Public Works

AGENDA ITEM: Approval of Amendment One to City Contract #08-207 with Saguaro Geo services, Inc., for professional engineering services for Lowe's retaining wall design review in the amount of $22,206.80

Approved By:		**Date:**
Department Heads:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood SNwood	10/15/08

Item Summary

This item is to amend City Contract No. 08-207 with Saguaro Geoservices, Inc. for Lowe's Wall Repair Analysis to provide compensation for additional design review required for a soldier pile wall with tie-back reinforcements to remediate the Lowe's wall failure.

Background

On February 20, 2008, the City Manager authorized a professional services agreement with Saguaro Geoservices, Inc., in the amount of $18,620.00, to provide geotechnical engineering services to evaluate the proposed retaining wall remedial design produced by Lowes. During the past several months Lowes has evaluated three separate remedial designs; a tie-back retaining wall, a soil nail retaining wall and a soil buttress concept. Saguaro Geoservices, Inc. has provided detailed analysis and comments on all three concepts. The additional analysis for soldier piles is beyond the scope of the original contract.

Lowe's has provided the City a letter (attached) committing Lowes to reimburse the City for the total contract amount of $40,826.80. To date the City has paid Saguaro Geoservices, Inc., $18,620 and invoiced Lowes for reimbursement of this expenditure.

Project Schedule

Lowes anticipates submitting 95% plans in November 2008. The construction schedule is not yet established.

Contract Summary

Original Contract Amount	$18,620.00
Amendment No. 1	$22,206.80
Revised Contract Amount	$40,826.80

AGENDA ITEM: Approval of Amendment One to City Contract #08-207 for professional geotechnical engineering services for Lowe's retaining wall design review in the amount of $22,206.80

Budget

FY 09 budgeted funds are available from the One Cent Sales Tax for Streets and Open Space for this expenditure understanding Lowes will reimburse the City for the entire contract amount.

Attachment - Amendment One
- Lowes letter

Recommended Action: MOVE to approve Amendment One to City Contract No. 08-207 with Saguaro Geoservices, Inc., in the amount of $22,206.80.

Improving Home Improvement
WEST COAST ENGINEERING & CONSTRUCTION DEPARTMENT

September 24, 2008

City of Prescott
Attn: Scott Tkach
City Engineer
Engineering Services
430 North Virginia Street
P.O. Box 2059
Prescott, Arizona 86302

RE: Lowe's of Prescott, Arizona (Retaining Wall – Third Party Review)

Dear Mr. Tkach:

I am contacting you to confirm our telephone and email correspondence with respect to the third party plan review of the Lowe's of Prescott retaining wall repair plan by Robert Cummings with Saguaro Geo-Services Incorporated. Lowe's will reimburse the City of Prescott for fees incurred based on the initial budget estimate of $18,620 amended on September 5th, 2008 to a total of $40,826.80.

(Contract amendment #1 in the sum of $22,206.80 along with email correspondence is attached as appendix 1.)

Please contact me at your earliest convenience if you have any further questions at 760-804-5330.

Sincerely,

Gregory T. Finley, P.E.
Director of Engineering and Construction
Lowe's HIW, Inc.
1530 Faraday Ave., Suite 140
Carlsbad, California 92008

Appendix 1

Finley, Gregory - Gregory T

From: Finley, Gregory - Gregory T
Sent: Friday, September 05, 2008 7:02 AM
To: 'scott tkach'
Subject: RE: Budget for retaining wall review
Attachments: document2008-09-05-094223.pdf

Scott,

I don't believe we really put together a formal letter agreement. (I think approvals have been documented via email correspondence.) To give you more of a comfort level I went ahead and signed the amendment for additional work. Let me know if you anything more formal. Please have Robert proceed.

Thanks.
Greg Finley
Lowe's

From: scott tkach [mailto:scott.tkach@cityofprescott.net]
Sent: Thursday, September 04, 2008 4:20 PM
To: Finley, Gregory - Gregory T
Subject: FW: Budget for retaining wall review

Scott,

I hope your vacation is going well. I don't recall receiving a formal proposal from Robert however based on the explanation below, please have him proceed with the additional work.

Thanks.
Greg Finley
Lowe's

Greg, I apologize if I neglected to send this to you. He has been working on the review in tandem with your submittals. Did you and Mark have a letter of agreement that will need to be amended to reflect this additional work?

-Tkach

SGS PROJECT NO. 1088-09
PRESCOTT LOWE'S GEOTECHNICAL ASSISTANCE
Manpower Breakdown Estimate – SAGUARO GEOSERVICES, INC.
REVIEW OF SOLDIER PILE DESIGN PLANS AND CALCS
Analysis

TASK	PM/PE	SGE	EA	T/D	TT	TOTAL
TASK 1 – COORDINATION	16	4	0	0	12	32
TASK 2 – MEETINGS AND FIELD REVIEWS	32	0	0	0	0	32
TASK 3 – DESIGN REVIEW SOLDIER PILE DESIGN, INTERIM UNLOADING DESIGN, AND GEOTECHNICAL CALCS	64	64	80	16	0	224
TOTAL TASK 4 – COMMENT LETTER	24	16	8	8	12	68
PROJECT TOTALS	136	84	88	24	24	356
(unit rate/hour cost, overhead, and fee)	$105.00	$105.00	$55.00	$45.00	$40.00	
TOTAL LABOR COSTS	$14,280	$8,820	$4,840	$1,080	$960	$29,980

PM/PE – PRINCIPAL REGISTERED GEOLOGICAL ENGINEER
SGE – REGISTERED SENIOR GEOTECHNICAL ENGINEER
SEG – REGISTERED SENIOR ENGINEERING GEOLOGIST
EA – ENGINEERING ASSISTANT
T/D – TECHNICIAN/DRAFTER
TT – SECRETARIAL/CLERICAL

DIRECT EXPENSES

TRAVEL	Trips	Mi/Trip	Days	Unit Cost	Cost
Mileage ($0.50/mile)					
Meetings and field work (Site)	2	280	4	$0.49	$1,[illegible]
Lodging	2		2	$105.00	$210.00
Subsistence	2		4	$40.00	$160.00

TOTAL ESTIMATED DIRECT EXPENSE		$505.80
TOTAL LABOR		$29,980.00
TOTAL ESTIMATED COST FOR SOLDIER PILE DESIGN REVIEW		$30,485.80
LABOR BUDGET REMAINING AS OF JULY 11, 2008	Calculated according to above unit rates	$8,279.00
MODIFICATION REQUEST	Increment	$22,206.80

Approved
9/5/08
[illegible]
[illegible]
[illegible]

SSII-K

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COUNCIL AGENDA MEMO – October 21 & 28, 2008

DEPARTMENT: Public Works

AGENDA ITEM: Approval of a professional services agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA floodplain determination of Granite Creek in an amount not to exceed of $92,935.00.

Approved By:		**Date:**
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood	10/16/08

Item Summary

This item is to approve a professional services agreement with J2 Engineering and Environmental Design, LLC, Phoenix, Arizona, for the engineering analysis, preparation and submittal of an updated FEMA floodplain determination for all of Granite Creek within the City of Prescott. These services also include updating the 1996 City of Prescott Area Drainage Master Plan Hydrologic Modeling Report which will provide storm flow analysis for all named creeks within the city limits.

This professional services agreement is the product of and funded through the Intergovernmental Agreement between the City of Prescott and the Yavapai County Flood Control District previously approved by Council.

Background

On August 26, 2008 the City Council approved an Intergovernmental Agreement with the Yavapai County Flood Control District for the acceptance of FY 09 funding in the amount of $100,000.00 to update the existing 1977 FEMA flood maps for Granite Creek. This professional service agreement also includes updating of the 1996 City of Prescott Area Drainage Master Plan Hydrologic Modeling Report, which is a necessary part of the floodplain analysis.

Both studies are an essential part of the City's management of drainage ways within Prescott and would be key to the development of a Drainage Utility Program in the future. This program includes updating all the existing FEMA Flood Insurance Maps, identifying and analyzing all the components of our drainage infrastructure, and establishing watershed master plans for each of our waterways. This initial project is consistent with Council's goal of providing a first class utility system.

Agenda Item: Approval of a professional services agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA floodplain determination of Granite Creek in an amount not to exceed of $92,935.00.

Procurement of Engineering Services

J2 Engineering and Environmental Design, LLC, was selected as prime for this contract since they are presently performing a flood study of Granite Creek for the City of Prescott's Fire Station No 1 site plan design.

The project team also includes Arroyo Engineering, Tucson, Arizona, the engineering firm that prepared the City's 1996 Area Drainage Master Plan Hydrologic Modeling Report, and Kelly Wise Engineering, Prescott, Arizona, who will be providing professional land survey support.

Project Schedule

Commence	November 3, 2008
Complete Submittal	March 1, 2009

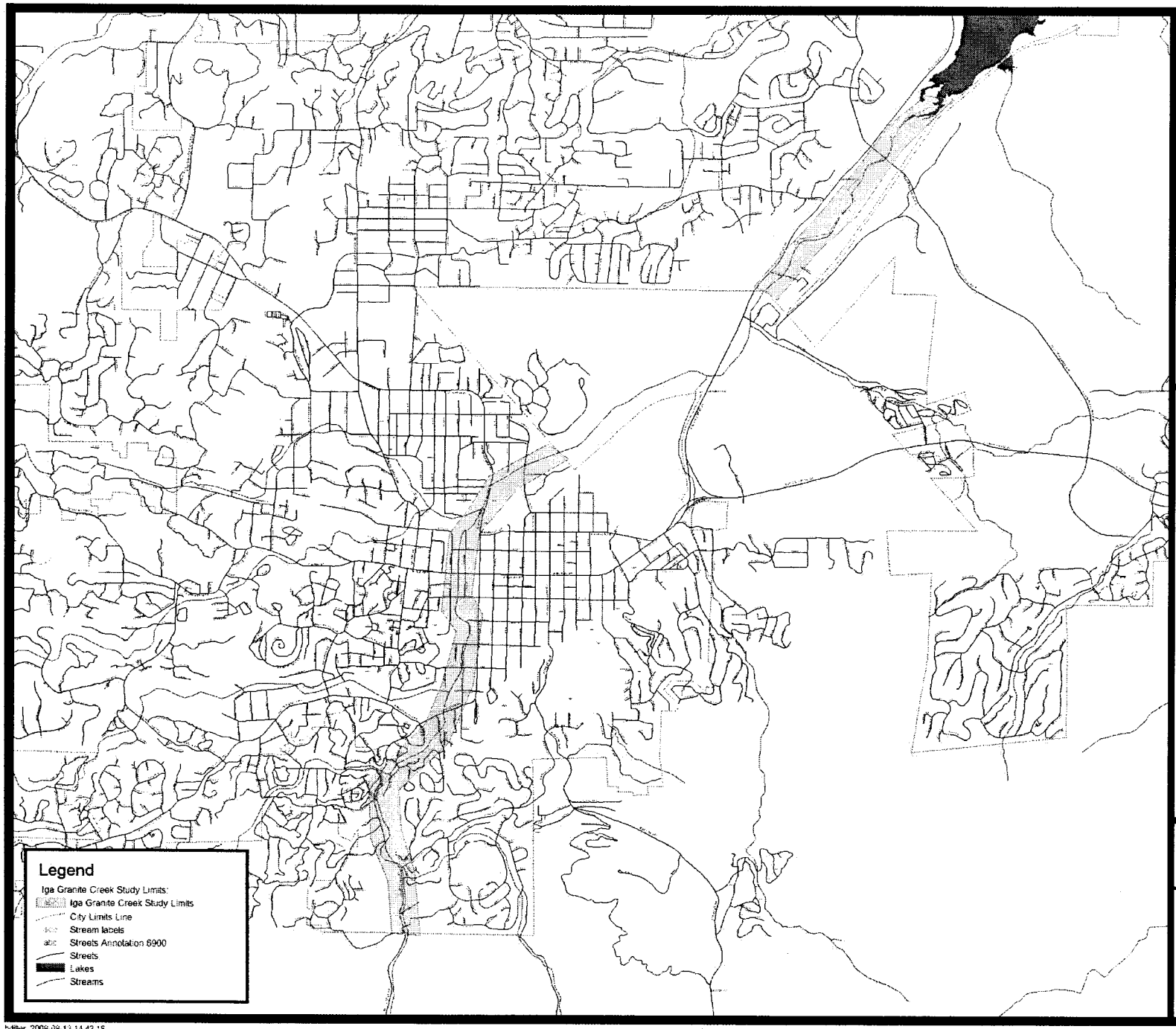
Budget

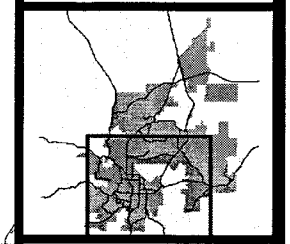
FY 09 funding for this project will be paid from the One Cent Sales Tax for Streets and Open Space (Account No. 88-88621) with the full project cost to be reimbursed in FY09 by the Yavapai County Flood Control District.

Attachments

- Study Limits Map
- Cost Proposal
- Scope of Services

Recommended Action: MOVE to approve a Professional Services Agreement with J2 Engineering and Environmental for engineering services associated with updating the Granite Creek FEMA floodplain study in an amount not to exceed $92,935.00





IGA GRANITE CREEK STUDY LIMITS

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

0' 1" = 4600'

bdiller 2008-09-13 14 42 18
(=Yugen\MapView\Encompass\Admin\Personal\bdiller.mdb)

This document is a graphic representation only of best available sources. The City of Prescott assumes no responsibility for any errors.

City of Prescott
Granite Creek Floodplain Delineation Study and
Federal Emergency Management Agency
Letter of Map Revision (LOMR) Request Package
October 14, 2008

Derivation of Cost Proposal Summary
(Round Figures to the Nearest $1.00)

ESTIMATED DIRECT LABOR

Classification	Manhours	Rate/Hour	Total
Project Principal	2	$65.00	$ 130
Project Manager	25	$55.00	$ 1,375
Project Engineer	84	$41.10	$ 3,452
Design Engineer	192	$30.46	$ 5,848
CADD/Technician	64	$24.30	$ 1,555
Secretary/Clerical	4	$14.50	$ 58
Total Hours	371		

Total Estimated Labor:	$ 12,419
Overhead @ 150% of Direct Labor:	$ 18,628
Total Estimated Labor and Overhead:	$ 31,047

ESTIMATED DIRECT EXPENSES

Mileage	460 miles @ $0.485 per mile	$ 335
Total Direct Expenses		$ 335

ESTIMATED OUTSIDE SERVICES
(Listed by Firm or Name at Estimated Cost to you - No Markup)

Arroyo Engineering	$ 40,000
Kelley Wise Engineering	$ 10,000
Total Estimated Outside Services:	$ 50,000
Total Estimated Cost to Consultant:	$ 81,382
Fixed Fee (D.L. + O.H.) X 10% :	$ 3,105
Total:	$ 84,487
10% Contingency:	$ 8,449
Total Lump Sum Cost:	$ 92,935

J2 Engineering and Environmental Design, LLC

Jeff Holzmeister, PE
President

Date

M:\Proposals\City of Prescott\Granite Creek Floodplain Study\Granite Creek LOMR-Hours&Fee- 101408.xls

City of Prescott
Granite Creek Floodplain Delineation Study and
Federal Emergency Management Agency
Letter of Map Revision (LOMR) Request Package
October 14, 2008

Task	Description	Project Principal	Project Manager	Project Engineer	Design Engineer	CADD Designer	Sec. Clerical	Total Hours
100	**Data Collection/Field Reconnaissance**	**0**	**4**	**20**	**0**	**0**	**0**	**24**
	110 Data Collection/Review Hydrologic/Hydraulic Data and FEMA Data	0	4	8	0	0	0	12
	120 Site Investigation	0	0	12	0	0	0	12
200	**Hydrologic/Hydraulic Analyses**	**0**	**0**	**16**	**72**	**8**	**0**	**96**
	210 Develop Corrected Effective Floodplain/Floodway Model (HEC-RAS)	0	0	16	72	8	0	96
300	**Floodplain/Floodway Delineation**	**1**	**4**	**16**	**72**	**40**	**0**	**133**
	310 Work Map Preparation	1	4	16	72	40	0	133
400	**Letter of Map Revision (LOMR)**	**1**	**9**	**24**	**48**	**16**	**4**	**102**
	410 FEMA Forms and figures	0	0	8	16	8	0	32
	420 FEMA LOMR submittal production and preparation	1	1	8	16	4	4	34
	430 Address FEMA comments	0	8	8	16	4	0	36
500	**Meeting and Coordination**	**0**	**8**	**8**	**0**	**0**	**0**	**16**
	510 Meetings and coordination with City of Prescott	0	8	8	0	0	0	16
Total		**2**	**25**	**84**	**192**	**64**	**4**	**371**

ATTACHMENT "A"
SCOPE OF SERVICES
Granite Creek Floodplain Delineation Study
and Federal Emergency Management Agency
Letter of Map Revision (LOMR) Request Package
October 14, 2008

The purpose of this project is to prepare a Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR) request package for Granite Creek in Prescott, Arizona. Since the publication of the effective Flood Insurance Rate Map (FIRM) on June 6, 2001, the City of Prescott has obtained new topographic mapping. In addition, considerable development has taken place within the Granite Creek watershed. As a result, it is expected that the floodplain and floodway delineations shown on the effective FIRM will change.

J2 Engineering and Environmental Design, LLC (J2) will be responsible for preparing and sending the LOMR request package for Granite Creek to FEMA. The LOMR package will include FEMA forms and supporting documentation, including revised hydrologic and hydrologic analyses.

The project limits will cover the corporate limits of the City of Prescott, for a total length of approximately 3.2 river miles.

Arroyo Engineering previously prepared a hydrology study of Granite Creek (*Prescott Area Drainage Master Plan,* 1997) for the City of Prescott. That study included existing and future condition hydrologic analyses. The future condition analysis was based on projected land use at that time. As part of this project, Arroyo will be a sub-consultant to J2 and will be preparing a new existing condition model reflecting current conditions in the watershed. The results of the new Arroyo hydrologic analysis will be used as the basis for the revised floodplain and floodway delineation along Granite Creek.

Kelley/Wise Engineering (KWE) will provide supplemental survey data at critical locations along Granite Creek such as culverts, bridges, and streets, or any location where more accurate elevation data are needed. This supplemental survey may also include additional ground surveyed cross sections in areas where the topographic mapping appears inadequate due to tree cover. The cross sections will include features that affect the water surface elevation in Granite Creek, including but not limited to: tops and toes of slopes, top and bottom of vertical walls, wash crossings, bridge structures, and other major flow barriers.

KWE will also provide survey control data following FEMA standards and format to document the basis of the City of Prescott topographic mapping. At a minimum, at least two of the Elevation Reference Marks (ERM's) that appear on the effective FIRM panel should be tied in to this project survey, both vertically and horizontally. It will also benefit the project by including the FIRM ERM points and two section corner or other common benchmark points in the survey points file. Ideally there would be four benchmark points located outside and surrounding the project limits.

Task 100 Data Collection/Field Reconnaissance

J2 shall obtain and review available existing FEMA FIS data. The primary source of information will be FEMA and the City of Prescott. J2 shall perform a site investigation to verify the field conditions and to develop hydraulic parameters for the project.

City of Prescott will supply topographic mapping (1" = 200', CI = 2') for the project area. This mapping will be supplemented with survey data provided by Kelley/Wise. The specific limits and required detail of survey data is described above. Survey control, benchmark locations and information will also be provided by Kelley/Wise.

Task 200 Hydrologic/Hydraulic Analyses

Arroyo Engineering will perform hydrologic analyses required to establish the 100-year existing condition flows to be used in the revised floodplain and floodway delineations for the Granite Creek. The hydrologic analyses will be derived from the 1997 *Prescott Area Drainage Master Plan* performed by Arroyo Engineering.

Arroyo will prepare a separate LOMR request package for the hydrologic analysis to be submitted to FEMA. While this package is in review, J2 will begin development of the hydraulic (HEC-RAS) models.

Previous correspondence with the City of Prescott and FEMA indicated that neither the City nor FEMA had copies of the original hydraulic models in electronic format utilized to develop the effective floodplain/floodway delineation. Therefore it will not be possible to create a duplicate effective HEC-2 or HEC-RAS model. J2 will develop only a new HEC-RAS hydraulic model using the results of the revised Arroyo Engineering hydrologic analysis.

Procedures and methodologies outlined in the current FEMA *Guidelines and Specifications for Flood Hazard Mapping Partners* will be utilized for this project.

Task 300 Floodplain/Floodway Delineation

Using the results of the hydraulic analysis, J2 shall prepare work maps containing floodplain and floodway delineations on Granite Creek as part of the LOMR request package. The work maps will use the City of Prescott 2' contour interval topographic mapping as a base.

The floodplain/floodway delineation will not include any tributaries to Granite Creek. The floodplain and floodway will be drawn to connect into the effective floodplain and floodway delineations of the tributaries.

Task 400 Letter of Map Revision (LOMR)

J2 will prepare a LOMR request package for the City of Prescott to submit to FEMA. The package will include all necessary FEMA forms as well as supporting documentation. The current FEMA review fee for a LOMR submittal is $4800.00. J2 is not responsible for and has not included a cost to cover the FEMA review fee. It is understood that the City of Prescott will submit the LOMR request package to FEMA, including the review fee.

After submittal of the LOMR request to FEMA, J2 will respond to FEMA comments and will perform modeling revisions that result from the discussions with FEMA in order to finalize the LOMR.

Task 500 Meetings and Coordination

J2 will coordinate as necessary with the City of Prescott and Kelley/Wise Engineering to obtain topographic mapping and survey information necessary to prepare the Granite Creek work maps.

J2 will also coordinate with FEMA during the study as necessary to ensure that the LOMR request package meets FEMA's requirements.

J2 will meet with the City to provide updates on the progress of the project. The manhours in the fee proposal were developed assuming a maximum of two in-person meetings with the City.

Items outside of J2 Engineering Drainage Scope of Services

- Floodplain or floodway delineation along any tributaries to Granite Creek
- Future condition hydrologic or hydraulic analyses
- Survey and mapping
- Environmental services/clearances, including 404 permitting
- LOMR review fees

SSII-L

COUNCIL AGENDA MEMO – October 21, 2008
DEPARTMENT: City Manager
AGENDA ITEM: Adoption of Water and Wastewater Capital Improvement Plans and Ordinance No. 4665-0908 setting water and wastewater development fees

Approved By:			**Date:**
Dep. City Manager:	Craig McConnell	Craig McConnell	10-15-08
Finance Director:	Mark Woodfill		
City Manager:	Steve Norwood	SNorwood	10/15/08

BACKGROUND

In October 2007 the City engaged Economists.com to update utilities rates and impact (development) fees with the following objectives: to assure a stable financial footing for the Water and Sewer Enterprise Funds, continue quality delivery of basic services, and safeguard the public health, all enabling achievement of the Council's "1st Class Utility System" goal, and "growth pays for growth" policy.

Dan Jackson, principal of Economists.com, presented the rate and fee study to Council at a workshop on April 1, 2008. The document was finalized, filed with the City Clerk as required by Arizona Revised Statutes (ARS), and made available on the City website. Updated water and wastewater rates were subsequently adopted by ordinance on May 27, 2008. This memorandum pertains only to water and wastewater development fees.

The Water and Wastewater Capital Improvement Plans (Attachments A and B) and Ordinance No. 4665-0908 (Attachment C) setting development fees recommended by the Economists.com study are provided herewith for Council consideration of adoption.

TIMETABLE FOR SETTING DEVELOPMENT FEES

5/13/08	Notice of Intention	Declared the Council's intent to increase impact fees, set the public hearing date, and notified the public of the availability of the Economists.com final report. This notice was published May 21 through 24, 2008.
7/22/08	Public Hearing	The public hearing on the proposed water and wastewater impact fees was opened, conducted, and closed on July 22, 2008.
8/19-26/08	Adoption of CIPs and Impact Fees	Ordinance No. 4665-0908 for adoption of the Water and Wastewater Capital Improvement Plans (CIPs) and impact fees was discussed and then deferred to 10/08 to afford additional time for parties of interest to bring forth alternatives to the fee recommendations.
10/21-28/08	Adoption of CIPs and Impact Fees	Adoption of Ordinance No. 4665-0908 is to be considered again.
1/11/09	New Impact Fees Effective	Earliest effective date of new water and wastewater impact fees (payable at building permit issuance).

Attachments D and E (a summary of the process required for adoption of development fees, and ARS 9-463.05, respectively) are provided for reference.

IMPACT FEES – GENERAL PRINCIPLES

Section VI of the Economists.com study provides background on impact fees, including the following:

1. Development of land has a measurable capacity impact on public infrastructure systems and services.

2. Development fees are one-time charges paid by new construction to finance the water resource and public infrastructure (water and sewer) needed to serve it, as set forth in the Capital Improvement Program, and cannot exceed the new development's proportional shares of the associated costs.

3. Impact fees must meet various legal tests more specifically addressed in ARS Section 9-463.05.

The study, setting forth a 10-year financial plan to provide adequate City utilities for projected growth, is intended to be updated every two years to reflect changes in development market conditions, and resource and infrastructure costs. Generally speaking, a reduction in impact fee levels must be accompanied by a reduction in the capital improvement program (deferral of capacity projects), constraining development in those areas where facilities are inadequate to accommodate new demand.

It should be further noted that many water and sewer CIP projects involving existing lines have two purposes: (1) to replace aged, deteriorated infrastructure prone to breakage and malfunctions; and (2) to increase the size of lines to augment capacity for new connections (e.g., development of infill lots). Deferral of such projects in the CIP will limit the City's ability to issue building permits in the areas otherwise to be benefited.

WASTEWATER SYSTEM IMPACT FEES

Attachment F provides a summary of the wastewater system impact fees presented at the April 1, 2008, workshop which are necessary to support that part of the Sewer Fund CIP in the approved FY 09 budget creating new capacity for development. As indicated, the current "buy-in" fee based on plumbing fixture units will be replaced by an impact fee by water meter size (adjusted to return flow to the wastewater collection system net of irrigation and other outside water use).

As previously mentioned, little capital investment for maintaining, rehabilitating, and enhancing the City's wastewater system capacity has been made for decades. The Sewer Model identified short and long term needs in the hundreds of millions of dollars, including addressing capacity deficiencies in developed but not yet built out areas of the City. Funding of existing deficiencies has been assured via the May 2008 rate increase. However, additional sewer capacity to enable reasonable growth to continue throughout

the City is urgently needed. Adoption of the wastewater development fees set forth by the ordinance (Attachment C) will fund the new capacity.

WATER RESOURCE DEVELOPMENT AND SYSTEM IMPACT FEES

Attachment F also summarizes the water impact fees presented at the April 1, 2008, workshop, since updated to reflect the 5% increase effective May 1, 2008, applied pursuant to City Code Sections 3-14-13(G) and 3-14-14(G).

A notable change proposed in the study would be to assess the water resource development fee for residential building permits on a per dwelling unit basis, regardless of the metering configuration (individual or master meter for multi-family). The rationale was presented in detail at the July 15/22 and August 26, 2008, Council meetings.

This change is supported by actual usage per dwelling unit for the single and multi-family customer classes. The attached ordinance defines these two types of residential classes, single family and multi-family; and specifies calculation of multi-family water resource development fees at 60% of the single family fee for a 5/8" x 3/4" meter.

BUILDING ACTIVITY - 2008 PERMITS AND FUTURE PROJECTS

Year to date (YTD) building permit activity, numbers of projects considered likely to commence construction during the next three years, and the estimated difference between revenue for the prospective projects at the current and recommended development fee levels, are provided below.

Permit Period	Single Family # units	Multi-Family # units	Comm'l /Other # permits
Calendar Year 2008 YTD	91	46	12
Calendar Year 2007	208	1	6

Of the 79 water meters issued to new single family residential this calendar year, 47% were the 1" size, indicating larger homes and/or those requiring sprinkler systems.

The Community Development Department has recently reviewed proposed projects and developed a list of likely candidates for construction within the next two years. Based on that review, the following projections were developed to show the difference in revenue if the current water and sewer fees were left in place vs. adopting the recommended fees:

Project Type	# of Projects	# Units Proposed	Difference in Impact Fees (Potentially Lost Revenue)
Single Family	1	12	$ 42,811
Duplex/townhouse	2	131	467,356
Multi-Family/ Assisted Living	4	652	1,626,584
Total	7	795	$ 2,136,751

ACTION BY THE COUNCIL ON AUGUST 26, 2008, AND SUBSEQUENT DIALOGUE

At the Council meeting of August 26, 2008, consideration of Ordinance No. 4665-0908 was deferred to October 21, 2008. Discussion of the item included "bringing the Economists.com 2008 Water and Wastewater Rate and Impact Fee Study to current", and questions as to whether modifying the study would invalidate it, and require beginning the impact fee study process anew.

Since August 26th, there has been continuous dialogue with the Yavapai County Contractors Association (YCCA) regarding the study. A detailed summary of this dialogue, 28 pages in length, is available in the Office of the City Clerk. To date, The City has not received a specific proposal from YCCA presenting an alternative to the study recommendations.

With respect to any significant updating of the study to reflect revised building permit numbers/impact fee collections, the water and/or wastewater capital improvement plans, different interest rates, etc., it is the consensus of City staff, Economists.com, and the legal firm which drafted the ordinance, Gust Rosenfeld, that the process prescribed by Arizona Revised Statutes which extends for a minimum of 165 calendar days would have to be restarted. As mentioned at the August 26th meeting, the Economists.com contract was approved in October 2007. One year has been required to prepare the study, hold the April 1st Council workshop, and conduct the 165 day period which began with adoption of the Notice of Intention on May 13, 2008.

Of necessity, a cutoff date is required to perform a rate and/or development fee study. The study, then, becomes a "snapshot" comprised of input data, assumptions, guidance, and analysis, which must stand on its own. Changes in the economic context or capital improvement plans prior to adoption do not directly render the study invalid. The most current information is always used for these studies: capital improvement programs and projects are updated on an ongoing, continuous basis; City budgets including capital improvement plans are comprehensively updated annually; utilities rate and impact fee studies are updated biannually. The result, though in the view of some a "dated" document, is nevertheless one meeting all statutory requirements.

The risk of an "endless loop" is evident due to the impact fee procedure--several months are required to accomplish the study, followed by a minimum of 165 days of public process. A challenge comes forward that it is no longer current, and needs to be updated. The update requires time, followed by a new 165 day public process. Result: the impact fee process is never concluded--the process itself becomes a means of challenging the study.

Considering all of the foregoing, it is recommended that the Economists.com 2008 Water and Wastewater Rate and Impact Fee Study <u>not</u> be updated for the purpose of considering Ordinance No. 4665-0908 again on October 21, 2008. YCCA was advised of this recommendation on September 25, 2008, following a conference call among that organization, the Chamber of Commerce, Economists.com, City staff, and two

interested individuals (Leslie Hoy and Howard Mechanic), which addressed various subjects identified during the near-two month dialogue following the August 26th Council meeting. YCCA mentioned at that time plans to retain a firm (DPFG, Phoenix office) to accomplish a "technical review" of the Economists.com study, the results of which would be presented at the October 21, 2008, Council meeting. Neither Economists.com nor the City have been contacted to date by DPFG.

ALTERNATIVES

Various alternatives for action regarding the capital improvement plans and development fees are possible, including those listed below. Attachments H and I are listings of water and sewer projects which would be candidates for deferral in the event the recommended fees are reduced and/or implementation is delayed.

1. Adopt the plans and fees detailed in Attachments A, B, and C, to become effective January 11, 2009

2. Adopt reduced fees for either or both of water and wastewater, and revise the capital improvement plans to align them with the reduced funding, all to become effective January 11, 2009

3. Adopt the capital improvement plans (Attachment A and B) but defer implementation of the development fee changes set forth by the ordinance of Attachment C to a date after January 11, 2009

4. Take no action, in which case the current fees would remain in effect, and capital improvement plans revised during the upcoming annual budget cycle for FY 10 commencing in January 2009, to align them with the reduced funding.

Attachments

A - Water Capital Improvement Plan
B - Wastewater Capital Improvement Plan
C - Ordinance No. 4665-0908
D - Summary of process required for adoption of development fees
E - ARS 9-463.05
F - Water and wastewater fees summary from 4/1/08 workshop
G - Listing of all current impact fees for single family residential construction
H - Listing of Water Capital Projects - candidates for deferral
I - Listing of Sewer Capital Projects - candidates for deferral

Recommended Action: **MOVE** to adopt:
1. the Water and Wastewater Capital Improvement Plans
and 2. Ordinance No. 4665-0908

CITY OF PRESCOTT
CAPITAL IMPROVEMENT PLAN

	Asset	Total Cost	Percent Growth Related	Total Growth-Related CIP	Total Replacement CIP
	Water Resource Development				
W1	Big Chino Water Ranch -- Water Resource Development	$ 80,765,324	80.0%	$ 64,612,259	$ 16,153,065
W2	Alternative Water Sources	5,122,000	100.0%	5,122,000	-
	Total Water Resource Development	**85,887,324**		**69,734,259**	**16,153,065**
				81.2%	18.8%
	Water System				
W3	Operations Capital	9,753,531	3.4%	334,250	9,419,281
W4	Pipes, Pumps Tanks	106,662,694	55.1%	58,740,746	47,921,949
W5	Street Projects	27,795,000	19.8%	5,503,600	22,291,400
W6	Infrastructure Planning Studies and Projects	350,000	100.0%	350,000	-
	Total Water System	**144,561,225**		**64,928,596**	**79,632,630**
				44.9%	55.1%
	Total Water Capital Improvements	**$ 230,448,549**		**$ 134,662,855**	**$ 95,785,694**
				58.4%	**41.6%**

Attachment A

Forecast 2008-2017			Treatment/ Dist/Admin/ Customer	Depreciable Lifespan (Years)	Percent Grant Funded	CITY OF PRESCOTT WATER RESOURCE DEVELOPMENT/SYSTEM IMPACT FEE MODEL: Percent Growth	Percent Replacement	Total CIP	Total Growth	Total Replacement
Input Area -- Capital Improvement Plan -- Water										
			[redacted]							
		Utility:	**CITY OF PRESCOTT**							
		Test Year	**2008**							
		Forecast Period	**2008-2017**							
W1		**Big Chino Water Ranch -- Water Resource Development**						45.9%	54.1%	
W1	1	Big Chino Water Ranch Project	Alt	50	0.0%	80.0%	20.0%	$ 80,765,324	$ 64,612,259	$ 16,153,065
		Total						**80,765,324**	**64,612,259**	**16,153,065**
W2		**Alternative Water Sources**								
W2	1	Surface Water Recharge Line Replacement	Alt	50	0.0%	100.0%	0.0%	5,122,000	5,122,000	-
		Total						**5,122,000**	**5,122,000**	**-**
W3		**Operations Capital**								
W3	1	Maintenance Management	Treat	50	0.0%	70.0%	30.0%	137,500	96,250	41,250
W3	2	Interim Arsenic Treatment Facilities	Treat	50	0.0%	0.0%	100.0%	320,000	-	320,000
W3	3	Chino Booster Station Replacement Pump	Dist	20	0.0%	0.0%	100.0%	42,000	-	42,000
W3	4	Chino Plant Chlorine Storage Building	Treat	50	0.0%	0.0%	100.0%	65,000	-	65,000
W3	5	Water Building Siding Replacement	Treat	20	0.0%	0.0%	100.0%	48,000	-	48,000
W3	6	Water Distribution Shoring Equipment	Dist	50	0.0%	0.0%	100.0%	35,000	-	35,000
W3	7	Leak Detection Program	Dist	10	0.0%	0.0%	100.0%	150,000	-	150,000
W3	8	New Water Service Line Installation	Dist	50	0.0%	0.0%	100.0%	-	-	-
W3	9	Production Well Maintenance & Repair	Treat	20	0.0%	0.0%	100.0%	800,000	-	800,000
W3	10	Fire Hydrant Repair & Replacement Program	Dist	20	0.0%	0.0%	100.0%	400,000	-	400,000
W3	11	PRV Station Upgrades	Dist	50	0.0%	0.0%	100.0%	380,000	-	380,000
W3	12	Storage Tank Maintenance Program	Dist	20	0.0%	0.0%	100.0%	2,129,630	-	2,129,630
W3	13	Telemetry (SCADA) System Installation/Upgrades Program	Dist	10	0.0%	70.0%	30.0%	340,000	238,000	102,000
W3	14	Water Meter Changeout Program	Cust	10	0.0%	0.0%	100.0%	4,000,000	-	4,000,000
W3	15	Water Production Distribution Warehouse	Treat	50	0.0%	0.0%	100.0%	141,401	-	141,401
W3	16	Wells/Booster Stations Bldg, Replacements, Refurb.	Treat	20	0.0%	0.0%	100.0%	625,000	-	625,000
W3	17	Chino Wells Auxiliary Power Transfer Switches	Treat	10	0.0%	0.0%	100.0%	140,000	-	140,000
W3	18	Future Projects	Treat	50	0.0%	0.0%	100.0%	-	-	-
		Total						**9,753,531**	**334,250**	**9,419,281**
W4		**Pipes, Pumps Tanks**								
W4	1	Mingus Tank Reservoir Replacement	Dist	50	0.0%	50.0%	50.0%	4,300,000	2,150,000	2,150,000
W4	2	Prescott Pines Tank Reservoir Replacement	Dist	50	0.0%	50.0%	50.0%	-	-	-
W4	3	Zone 102 (Storm Ranch) Tank Reservoir	Dist	50	0.0%	100.0%	0.0%	4,000,000	4,000,000	-
W4	4	SR69 Corridor Phase 1 Public Water Infrastructure	Dist	50	0.0%	100.0%	0.0%	1,021,300	1,021,300	-
W4	5	Prescott Canyon 1.25 MG Reservoir & Piping	Dist	50	0.0%	75.0%	25.0%	3,040,394	2,280,296	760,099
W4	6	Prescott Resort Pump Station #1 Upgrade	Dist	20	0.0%	75.0%	25.0%	5,595,000	4,196,250	1,398,750
W4	7	Yavapai Hills Lower Pump Station Upgrade	Dist	20	0.0%	75.0%	25.0%	950,000	712,500	237,500
W4	8	SR69 Corridor Phase 2 Water Main Upgrade (Prescott Resort-Holiday	Dist	50	0.0%	75.0%	25.0%	1,200,000	900,000	300,000
W4	9	SR69 Corridor Phase 3 Water Main Upgrade	Dist	50	0.0%	75.0%	25.0%	700,000	525,000	175,000
W4	10	Indian Hills Reservoir - 1.3 MGD	Dist	50	0.0%	50.0%	50.0%	3,220,000	1,610,000	1,610,000
W4	11	12" Main - Pioneer Pump Sta. to Indian Hills Tanks	Dist	50	0.0%	50.0%	50.0%	3,122,000	1,561,000	1,561,000
W4	12	Pioneer Pump Station Upgrade	Dist	20	0.0%	50.0%	50.0%	665,000	332,500	332,500
W4	13	20" Main Aubrey St - Old South Reservoir to Pioneer Pump Station	Dist	50	0.0%	50.0%	50.0%	1,048,000	524,000	524,000
W4	14	Peregrine Pump Station	Dist	20	0.0%	20.0%	80.0%	180,000	36,000	144,000
W4	15	Mountain Club System Cross Connection Protection	Dist	50	0.0%	0.0%	100.0%	1,000,000	-	1,000,000
W4	16	12" Chino Transmission Main Relocation - Center St to Rd 4S	Dist	50	0.0%	25.0%	75.0%	2,132,000	533,000	1,599,000
W4	17	Reconstruct Willow Creek 14" Main - Willow Lake Road	Dist	50	0.0%	50.0%	50.0%	1,393,000	696,500	696,500
W4	18	12" Line White Spar - Granite to Copper Basin	Dist	50	0.0%	20.0%	80.0%	431,000	86,200	344,800
W4	19	Copper Basin Reservoir	Dist	50	0.0%	10.0%	90.0%	2,385,000	238,500	2,146,500
W4	20	Copper Basin Reservoir Piping - Sheriffs Posse to New Reservoir	Dist	50	0.0%	10.0%	90.0%	460,000	46,000	414,000
W4	21	White Spar Pump Station Upgrade	Dist	20	0.0%	10.0%	90.0%	250,000	25,000	225,000
W4	22	Tank Road Water Reservoir Abandonment	Dist	50	0.0%	10.0%	90.0%	70,000	7,000	63,000
W4	23	Airport Zone 18" Second Feed - SR 89/89A to Chino 12" Main	Dist	50	0.0%	90.0%	10.0%	2,980,000	2,682,000	298,000
W4	24	Airport Zone 12" Main - SR 89/89A to Side Road connector	Dist	50	0.0%	90.0%	10.0%	2,425,000	2,182,500	242,500

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CITY OF PRESCOTT
WATER RESOURCE DEVELOPMENT/SYSTEM IMPACT FEE MODEL

Forecast
2008-2017

Input Area – Capital Improvement Plan – Water

			Treatment/ Dist/Admin/ Customer	Depreciable Lifespan (Years)	Percent Grant Funded	Percent Growth	Percent Replacement	Total CIP	Total Growth	Total Replacement
W4	25	Airport Zone Production/Recovery Wells	Treat	50	0.0%	90.0%	10.0%	7,180,000	6,462,000	718,000
W4	26	Airport Zone 12" Main North Side Runway Loop	Dist	50	0.0%	75.0%	25.0%	2,486,000	1,864,500	621,500
W4	27	Airport Zone 12" Main South Side Runway Loop	Dist	50	0.0%	75.0%	25.0%	1,515,000	1,136,250	378,750
W4	28	Airport Zone Pump Station Upgrade	Dist	20	0.0%	10.0%	90.0%	238,000	23,800	214,200
W4	29	Airport Zone New Reservoir	Dist	50	0.0%	90.0%	10.0%	3,850,000	3,465,000	385,000
W4	30	Airport Zone 12 Tank Reservoir & Booster Station	Dist	50	0.0%	90.0%	10.0%	1,300,000	1,170,000	130,000
W4	31	Zone 113 New Tank Reservoir & Booster Station	Dist	50	0.0%	100.0%	0.0%	2,400,000	2,400,000	-
W4	32	Zone 113 Transmission Piping	Dist	50	0.0%	100.0%	0.0%	1,275,000	1,275,000	-
W4	33	Zone 101 New Tank Reservoir	Dist	50	0.0%	100.0%	0.0%	1,750,000	1,750,000	-
W4	34	Airport Zone Main Feed – New Intermediate Storage	Dist	50	0.0%	90.0%	10.0%	1,883,000	1,694,700	188,300
W4	35	Airport Zone New Pump Station Near SR 89/89A	Dist	50	0.0%	90.0%	10.0%	2,250,000	2,025,000	225,000
W4	36	Airport Zone SR 89A Main Crossings	Dist	50	0.0%	80.0%	20.0%	1,500,000	1,200,000	300,000
W4	37	Small Water Main Replacements	Dist	50	0.0%	0.0%	100.0%	7,500,000	-	7,500,000
W4	38	Dam Repairs	Dist	50	0.0%	0.0%	100.0%	640,000	-	640,000
W4	39	Foothills Pump Station Bypass	Dist	50	0.0%	0.0%	100.0%	25,000	-	25,000
W4	40	Copper Canyon PRV Abandonment	Dist	50	0.0%	0.0%	100.0%	30,000	-	30,000
W4	41	Zone 107 New PRV – Prescott Lakes Blvd	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	42	Eastwood PRV Rebuild	Dist	50	0.0%	0.0%	100.0%	50,000	-	50,000
W4	43	Old North Reservoir Replacement	Dist	50	0.0%	0.0%	100.0%	2,190,000	-	2,190,000
W4	44	12" Line Sundog Connector - East of Prescott Lakes Parkway	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	45	12" Line Heritage Park Road	Dist	50	0.0%	90.0%	10.0%	430,000	387,000	43,000
W4	46	12" Line SR 89 - Copper Basin Road to Prescott Pines Pump Station	Dist	50	0.0%	10.0%	90.0%	1,275,000	127,500	1,147,500
W4	47	8" Line – Rancho Vista Drive	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	48	8" Line Oakwood Drive	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	49	8" Line East Timber Ridge Rd	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	50	12" Line Fairway View, Birch Drive	Dist	50	0.0%	0.0%	100.0%	750,000	-	750,000
W4	51	8" Line Highland Ave. - Country Club to Copper Basin	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	52	8" Line Hemlock Ave. - Copper Basin to Cedar Road	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	53	8" Line Clubhouse Dr. - Cedar Road to SR 89	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	54	36" Line Douglas Avenue - Willow Creek Road to North Reservoirs	Dist	50	0.0%	0.0%	100.0%	462,000	-	462,000
W4	55	8" Line Tolmec Road to Wildwood Drive	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	56	8" Line Angelita Drive to Woodridge Lane	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	57	Hassayampa Pump Station - New Zone 19	Dist	50	0.0%	75.0%	25.0%	188,000	141,000	47,000
W4	58	New Thumb Butte Reservoir	Dist	50	0.0%	10.0%	90.0%	2,250,000	225,000	2,025,000
W4	59	Lower Thumb Butte Pump Station Rehabilitation	Dist	20	0.0%	10.0%	90.0%	556,000	55,600	500,400
W4	60	Haisley New Reservoir	Dist	50	0.0%	50.0%	50.0%	1,932,000	966,000	966,000
W4	61	Virginia Pump Station Rehabilitation	Dist	20	0.0%	0.0%	100.0%	-	-	-
W4	62	Pinnacle Circle New Reservoir	Dist	50	0.0%	50.0%	50.0%	3,410,000	1,705,000	1,705,000
W4	63	12" Line Miller Valley Rd. - Whipple St. to Lincoln and Grove	Dist	50	0.0%	10.0%	90.0%	-	-	-
W4	64	12" Line Northridge Dr. to Rosser	Dist	50	0.0%	75.0%	25.0%	661,000	495,750	165,250
W4	65	Village Hydro System Abandonment	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	66	12" Line Mingus – Mingus Pump Station	Dist	50	0.0%	25.0%	75.0%	-	-	-
W4	67	12" Line Douglas Demerse Delano	Dist	50	0.0%	25.0%	75.0%	-	-	-
W4	68	12" Line Skyline Horizon Lookout	Dist	50	0.0%	50.0%	50.0%	450,000	225,000	225,000
W4	69	12" Line Hassayampa Village - Copper basin to Thumb Butte	Dist	50	0.0%	25.0%	75.0%	-	-	-
W4	70	12" Thumb Butte Rd - Idylwild to Hassayampa Village Rd	Dist	50	0.0%	50.0%	50.0%	-	-	-
W4	71	12" Line Thumb Butte Rd - Hassayampa Village to Lower Thumb Butte	Dist	50	0.0%	50.0%	50.0%	800,000	400,000	400,000
W4	72	12" Line Meadowbrook to Sherwood	Dist	50	0.0%	20.0%	80.0%	1,260,000	252,000	1,008,000
W4	73	12" Line Circle P Dr Tank to Idylwild	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	74	12" Line Gail Gardner - Fair St to Linwood	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	75	12" Line - Virginia St - Virginia St Pump Sta to Foothills Pump Sta	Dist	50	0.0%	10.0%	90.0%	625,000	62,500	562,500
W4	76	12" Line Haisley Rd - HWY 89 to Haisley Pump Sta	Dist	50	0.0%	10.0%	90.0%	450,000	45,000	405,000
W4	77	12" Line Haisley Rd - Deerfield to Valley Ranch Rd	Dist	50	0.0%	0.0%	100.0%	555,000	-	555,000
W4	78	Abandon Robinson Reservoir	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	79	Haisley Pump Station Rehabilitation	Dist	20	0.0%	10.0%	90.0%	228,000	22,800	205,200
W4	80	12" Line Bradshaw Dr. - McDonald Dr. to Robinson PRV	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	81	8" Line Hill Dr. - Robinson PRV to Emerald Trail	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	82	8" Line Onyxx Pass - Robinson PRV to Topaz Trail	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	83	8" Line Buckingham Place to McDonald & Bradshaw Drive	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	84	16" Line Willow Creek Road -North Reservoirs to Whipple	Dist	50	0.0%	10.0%	90.0%	-	-	-

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Forecast 2008-2017			Treatment/ Dist/Admin/ Customer	Depreciable Lifespan (Years)	Percent Grant Funded	CITY OF PRESCOTT WATER RESOURCE DEVELOPMENT/SYSTEM IMPACT FEE MODEL Percent Growth	Percent Replacement	Total CIP	Total Growth	Total Replacement
Input Area – Capital Improvement Plan – Water										
W4	85	Abandon Cross Town Pump Station	Dist	50	0.0%	0.0%	100.0%	-	-	-
W4	86	18" Line Smoke Tree Lane - 30" @ Willow Creek Rd. to Birchwood Co	Dist	50	0.0%	10.0%	90.0%	1,665,000	166,500	1,498,500
W4	87	12" Line Delano Ave. - North Reservoirs to Cedarwood Tank	Dist	50	0.0%	10.0%	90.0%	-	-	-
W4	88	12" Kyle/Downer Trail	Dist	50	0.0%	80.0%	20.0%	-	-	-
W4	89	12" Sierry Peaks -Downer Trail	Dist	50	0.0%	80.0%	20.0%	-	-	-
W4	90	High Valley Pump Station Rehabilitation	Dist	20	0.0%	10.0%	90.0%	-	-	-
W4	91	Lower Rancho Vista Pump Rehabilitation	Dist	20	0.0%	10.0%	90.0%	400,000	40,000	360,000
W4	92	Upper Rancho Vista Pump Rehabilitation	Dist	20	0.0%	10.0%	90.0%	78,000	7,800	70,200
W4	93	Virginia Pump Station Rehabilitation	Dist	20	0.0%	10.0%	90.0%	250,000	25,000	225,000
W4	94	Abandon Robinson Pump Station	Dist	20	0.0%	0.0%	100.0%	-	-	-
W4	95	8" Line Rancho Vista Drive to View Point Road	Dist	50	0.0%	0.0%	100.0%	167,000	-	167,000
W4	96	12" Line Sundog Ranch Road - Prescott Lakes Parkway to Rosser Str	Dist	50	0.0%	100.0%	0.0%	440,000	440,000	-
W4	97	12" Line Northridge Dr. - Vantage Point Circle to Smoke Tree Lane	Dist	50	0.0%	50.0%	50.0%	-	-	-
W4	98	12" Line Sierry Peaks - Iron Springs to Forest View	Dist	50	0.0%	80.0%	20.0%	1,185,000	948,000	237,000
W4	99	12" Line Yakashba Dr. - Williamson Valley Road to Pinnacle Circle Ne	Dist	50	0.0%	25.0%	75.0%	1,045,000	261,250	783,750
W4	100	12" Line Rill Road - Pinnacle Road to Country Park Pump Station	Dist	50	0.0%	25.0%	75.0%	825,000	206,250	618,750
W4	101	Foothills Pump Station Rehabilitation	Dist	20	0.0%	50.0%	50.0%	-	-	-
W4	102	Mingus Pump Station Rehabilitation	Dist	20	0.0%	50.0%	50.0%	600,000	300,000	300,000
W4	103	Southview Pump Station Rehabilitation	Dist	20	0.0%	25.0%	75.0%	372,000	93,000	279,000
W4	104	Country Park New Pump Station	Dist	50	0.0%	25.0%	75.0%	624,000	156,000	468,000
W4	105	Vista Del Cerro Pump Station Rehabilitation	Dist	20	0.0%	0.0%	100.0%	-	-	-
W4	106	Vista Del Cerro Pump Station Rehabilitation	Dist	50	0.0%	0.0%	100.0%	350,000	-	350,000
W4	94	Upper Thumb Butte Replacement Reservoir	Dist	50	0.0%	10.0%	90.0%	1,750,000	175,000	1,575,000
W4	95	Future Projects	Dist	50	0.0%	50.0%	50.0%	-	-	-
		Total						**106,662,694**	**58,740,746**	**47,921,949**
W5		**Street Projects**								
W5	1	Unpaved Streets	Dist	20	0.0%	0.0%	100.0%	5,130,000	-	5,130,000
W5	2	Unpaved Alleys	Dist	20	0.0%	0.0%	100.0%	1,350,000	-	1,350,000
W5	3	Demerse	Dist	20	0.0%	0.0%	100.0%	1,410,000	-	1,410,000
W5	4	Iron Springs Road	Dist	20	0.0%	0.0%	100.0%	150,000	-	150,000
W5	5	Downer Trail	Dist	20	0.0%	100.0%	0.0%	595,000	595,000	-
W5	6	Copper Basin Road	Dist	20	0.0%	50.0%	50.0%	5,073,000	2,536,500	2,536,500
W5	7	Park Avenue	Dist	20	0.0%	0.0%	100.0%	720,000	-	720,000
W5	8	Rosser Street Phase 1	Dist	20	0.0%	0.0%	100.0%	849,000	-	849,000
W5	9	S. Mount Vernon Avenue	Dist	20	0.0%	0.0%	100.0%	300,000	-	300,000
W5	10	Williamson Valley Road	Dist	20	0.0%	10.0%	90.0%	2,387,000	238,700	2,148,300
W5	11	Robinson Drive	Dist	20	0.0%	10.0%	90.0%	649,000	64,900	584,100
W5	12	Brush Street	Dist	20	0.0%	0.0%	100.0%	225,000	-	225,000
W5	13	Beach Street	Dist	20	0.0%	0.0%	100.0%	230,000	-	230,000
W5	14	Bradsaw Drive	Dist	20	0.0%	10.0%	90.0%	550,000	55,000	495,000
W5	15	College Heights	Dist	20	0.0%	50.0%	50.0%	327,000	163,500	163,500
W5	16	Sundog Connector/Sundog Ranch Road	Dist	20	0.0%	100.0%	0.0%	350,000	350,000	-
W5	17	Future Street Projects	Dist	20	0.0%	20.0%	80.0%	7,500,000	1,500,000	6,000,000
		Total						**27,795,000**	**5,503,600**	**22,291,400**
W6		**Infrastructure Planning Studies and Projects**								
W6	1	Smart Growth Plan (Planned Growth Strategy)	Dist	10	0.0%	100.0%	0.0%	100,000	100,000	-
W6	2	East Airport Area Utilities Master Plan (Cavan)	Dist	10	0.0%	100.0%	0.0%	125,000	125,000	-
W6	3	West Airport Area Utilities Master Plan	Dist	10	0.0%	100.0%	0.0%	125,000	125,000	-
		Total						**350,000**	**350,000**	**-**

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CITY OF PRESCOTT
WATER RESOURCE DEVELOPMENT/SYSTEM IMPACT FEE MODEL

Forecast 2008-2017	Treatment/ Dist/Admin/ Customer	Depreciable Lifespan (Years)	Percent Grant Funded	Percent Growth	Percent Replacement	Total CIP	Total Growth	Total Replacement
Input Area -- Capital Improvement Plan -- Water	[redacted]							
TOTAL WATER CIP						**230,448,549**	**134,662,855**	**95,785,694**
Allocation to:								
Alternate Water Resources					37.3%	$ 85,887,324	$ 69,734,259	$ 16,153,065
							81.2%	**18.8%**
Treatment					4.0%	9,136,901	6,558,250	2,578,651
Distribution					57.0%	131,424,324	58,370,346	73,053,979
Administration					0.0%	-	-	-
Customer					1.7%	4,000,000	-	4,000,000
						144,561,225	**64,928,596**	**79,632,630**
							44.9%	**55.1%**
Total					**100.0%**	**230,448,549**	**134,662,855**	**95,785,694**
							58.4%	**41.6%**

Forecast
2008-2017

CITY OF PRESCOTT
WATER RESOURCE DEVELOPMENT/SYSTEM IMPACT FEE MODEL

Input Area -- Capital Improvement Plan -- Water

Utility:
Test Year
Forecast Period

			2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
W1		**Big Chino Water Ranch -- Water Resource Development**										
W1	1	Big Chino Water Ranch Project	$ 1,059,524	$ 2,554,467	$ 761,322	$ 38,195,006	$ 38,195,006	$ -	$ -	$ -	$ -	$ -
		Total	**1,059,524**	**2,554,467**	**761,322**	**38,195,006**	**38,195,006**	**-**	**-**	**-**	**-**	**-**
W2		**Alternative Water Sources**										
W2	1	Surface Water Recharge Line Replacement	1,500,000	1,622,000	2,000,000	-	-	-	-	-	-	-
		Total	**1,500,000**	**1,622,000**	**2,000,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
W3		**Operations Capital**										
W3	1	Maintenance Management	117,500	20,000								
W3	2	Interim Arsenic Treatment Facilities	100,000	220,000								
W3	3	Chino Booster Station Replacement Pump	42,000	-								
W3	4	Chino Plant Chlorine Storage Building	65,000									
W3	5	Water Building Siding Replacement	48,000									
W3	6	Water Distribution Shoring Equipment	15,000	10,000	5,000	5,000	-	-				
W3	7	Leak Detection Program	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
W3	8	New Water Service Line Installation	-	-	-	-	-	-	-	-	-	-
W3	9	Production Well Maintenance & Repair	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000
W3	10	Fire Hydrant Repair & Replacement Program	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
W3	11	PRV Station Upgrades	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000
W3	12	Storage Tank Maintenance Program	514,815	414,815	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
W3	13	Telemetry (SCADA) System Installation/Upgrades Program	140,000	100,000	100,000							
W3	14	Water Meter Changeout Program	1,000,000	1,000,000	1,000,000	1,000,000						
W3	15	Water Production Distribution Warehouse	141,401	-								
W3	16	Wells/Booster Stations Bldg, Replacements, Refurb.	125,000	125,000	125,000	125,000	125,000					
W3	17	Chino Wells Auxiliary Power Transfer Switches	140,000									
W3	18	Future Projects	-	-	-	-	-	-	-	-	-	-
		Total	**2,621,716**	**2,062,815**	**1,553,000**	**1,453,000**	**448,000**	**323,000**	**323,000**	**323,000**	**323,000**	**323,000**
								1,410,255				
W4		**Pipes, Pumps Tanks**										
W4	1	Mingus Tank Reservoir Replacement	-		-				600,000	3,700,000		
W4	2	Prescott Pines Tank Reservoir Replacement	-		-					-	-	-
W4	3	Zone 102 (Storm Ranch) Tank Reservoir	-		-			1,000,000	3,000,000			
W4	4	SR69 Corridor Phase 1 Public Water Infrastructure	761,300	260,000								
W4	5	Prescott Canyon 1.25 MG Reservoir & Piping	1,420,394	1,620,000	-							
W4	6	Prescott Resort Pump Station #1 Upgrade	3,595,000	1,000,000	1,000,000							
W4	7	Yavapai Hills Lower Pump Station Upgrade	-	-	150,000	800,000						
W4	8	SR69 Corridor Phase 2 Water Main Upgrade (Prescott Resort-Holiday	-	-	150,000	1,050,000						
W4	9	SR69 Corridor Phase 3 Water Main Upgrade			-	100,000	600,000					
W4	10	Indian Hills Reservoir - 1.3 MGD	200,000	1,360,000	1,660,000	-						
W4	11	12" Main - Pioneer Pump Sta. to Indian Hills Tanks	165,000	2,957,000		-	-					
W4	12	Pioneer Pump Station Upgrade	105,000	560,000								
W4	13	20" Main Aubrey St - Old South Reservoir to Pioneer Pump Station	120,500	927,500								
W4	14	Peregrine Pump Station	180,000									
W4	15	Mountain Club System Cross Connection Protection	500,000	500,000								
W4	16	12" Chino Transmission Main Relocation - Center St to Rd 4S	1,532,000	600,000								
W4	17	Reconstruct Willow Creek 14" Main - Willow Lake Road	703,000	690,000								
W4	18	12" Line White Spar - Granite to Copper Basin	52,000	379,000								
W4	19	Copper Basin Reservoir	300,000	485,000	1,600,000							
W4	20	Copper Basin Reservoir Piping - Sheriffs Posse to New Reservoir	-	60,000	400,000							
W4	21	White Spar Pump Station Upgrade	-	-	250,000							
W4	22	Tank Road Water Reservoir Abandonment				70,000						
W4	23	Airport Zone 18" Second Feed - SR 89/89A to Chino 12" Main	1,480,000	1,500,000								
W4	24	Airport Zone 12" Main - SR 89/89A to Side Road connector	1,175,000	1,250,000								

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Forecast
2008-2017

CITY OF PRESCOTT
WATER RESOURCE DEVELOPMENT/SYSTEM IMPACT FEE MODEL

Input Area -- Capital Improvement Plan -- Water

			2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
W4	25	Airport Zone Production/Recovery Wells	1,180,000	400,000	1,600,000	400,000	1,600,000	400,000	1,600,000			
W4	26	Airport Zone 12" Main North Side Runway Loop	218,000	2,268,000								
W4	27	Airport Zone 12" Main South Side Runway Loop	150,000	1,365,000								
W4	28	Airport Zone Pump Station Upgrade	40,000	198,000								
W4	29	Airport Zone New Reservoir	400,000	500,000	2,950,000							
W4	30	Airport Zone 12 Tank Reservoir & Booster Station	-	650,000	650,000							
W4	31	Zone 113 New Tank Reservoir & Booster Station	-		400,000	2,000,000						
W4	32	Zone 113 Transmission Piping			1,275,000							
W4	33	Zone 101 New Tank Reservoir				1,750,000						
W4	34	Airport Zone Main Feed -- New Intermediate Storage	383,000			500,000	1,000,000					
W4	35	Airport Zone New Pump Station Near SR 89/89A	-	-	350,000	1,900,000						
W4	36	Airport Zone SR 89A Main Crossings			300,000	1,200,000						
W4	37	Small Water Main Replacements	850,000	700,000	700,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000
W4	38	Dam Repairs	450,000	50,000	50,000	20,000	50,000	20,000				
W4	39	Foothills Pump Station Bypass	25,000									
W4	40	Copper Canyon PRV Abandonment			30,000							
W4	41	Zone 107 New PRV -- Prescott Lakes Blvd										
W4	42	Eastwood PRV Rebuild			50,000							
W4	43	Old North Reservoir Replacement	30,000	360,000	1,800,000							
W4	44	12" Line Sundog Connector - East of Prescott Lakes Parkway	-	-								
W4	45	12" Line Heritage Park Road			430,000							
W4	46	12" Line SR 89 - Copper Basin Road to Prescott Pines Pump Station						175,000	1,100,000			
W4	47	8" Line -- Rancho Vista Drive			-							
W4	48	8" Line Oakwood Drive							-			
W4	49	8" Line East Timber Ridge Rd			-							
W4	50	12" Line Fairway View, Birch Drive			100,000	650,000						
W4	51	8" Line Highland Ave. - Country Club to Copper Basin		-	-							
W4	52	8" Line Hemlock Ave. - Copper Basin to Cedar Road		-	-	-						
W4	53	8" Line Clubhouse Dr. - Cedar Road to SR 89		-	-	-	-					
W4	54	36" Line Douglas Avenue - Willow Creek Road to North Reservoirs		-	462,000							
W4	55	8" Line Tolmec Road to Wildwood Drive		-								
W4	56	8" Line Angelita Drive to Woodridge Lane		-								
W4	57	Hassayampa Pump Station - New Zone 19		-	31,000	157,000						
W4	58	New Thumb Butte Reservoir	-	420,000	150,000	1,680,000						
W4	59	Lower Thumb Butte Pump Station Rehabilitation	220,000	56,000	280,000							
W4	60	Haisley New Reservoir	320,000			193,000	1,419,000					
W4	61	Virginia Pump Station Rehabilitation		-								
W4	62	Pinnacle Circle New Reservoir	520,000			250,000	2,640,000					
W4	63	12" Line Miller Valley Rd. - Whipple St. to Lincoln and Grove		-	-	-						
W4	64	12" Line Northridge Dr. to Rosser		-	85,000	576,000						
W4	65	Village Hydro System Abandonment				-						
W4	66	12" Line Mingus -- Mingus Pump Station							-			
W4	67	12" Line Douglas Demerse Delano								-	-	-
W4	68	12" Line Skyline Horizon Lookout						75,000	375,000			
W4	69	12" Line Hassayampa Village - Copper basin to Thumb Butte				-	-					
W4	70	12" Thumb Butte Rd - Idylwild to Hassayampa Village Rd				-	-					
W4	71	12" Line Thumb Butte Rd - Hassayampa Village to Lower Thumb Butte				100,000	700,000					
W4	72	12" Line Meadowbrook to Sherwood				160,000	1,100,000					
W4	73	12" Line Circle P Dr Tank to Idylwild				-	-					
W4	74	12" Line Gail Gardner - Fair St to Linwood				-	-					
W4	75	12" Line - Virginia St - Virginia St Pump Sta to Foothills Pump Sta				75,000	550,000					
W4	76	12" Line Haisley Rd - HWY 89 to Haisley Pump Sta				50,000	400,000					
W4	77	12" Line Haisley Rd - Deerfield to Valley Ranch Rd				75,000	480,000					
W4	78	Abandon Robinson Reservoir					-					
W4	79	Haisley Pump Station Rehabilitation				228,000						
W4	80	12" Line Bradshaw Dr. - McDonald Dr. to Robinson PRV			-	-						
W4	81	8" Line Hill Dr. - Robinson PRV to Emerald Trail				-						
W4	82	8" Line Onyxx Pass - Robinson PRV to Topaz Trail			-	-						
W4	83	8" Line Buckingham Place to McDonald & Bradshaw Drive				-						
W4	84	16" Line Willow Creek Road -North Reservoirs to Whipple				-	-					

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Forecast
2008-2017

CITY OF PRESCOTT
WATER RESOURCE DEVELOPMENT/SYSTEM IMPACT FEE MODEL

Input Area -- Capital Improvement Plan -- Water

			2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
W4	85	Abandon Cross Town Pump Station						-				
W4	86	18" Line Smoke Tree Lane - 30" @ Willow Creek Rd. to Birchwood Co				200,000	1,465,000					
W4	87	12" Line Delano Ave. - North Reservoirs to Cedarwood Tank			-	-						
W4	88	12" Kyle/Downer Trail			-	-						
W4	89	12" Sierry Peaks -Downer Trail			-	-						
W4	90	High Valley Pump Station Rehabilitation			-	-						
W4	91	Lower Rancho Vista Pump Rehabilitation				400,000						
W4	92	Upper Rancho Vista Pump Rehabilitation				78,000						
W4	93	Virginia Pump Station Rehabilitation			250,000							
W4	94	Abandon Robinson Pump Station				-						
W4	95	8" Line Rancho Vista Drive to View Point Road			15,000	30,000	122,000					
W4	96	12" Line Sundog Ranch Road - Prescott Lakes Parkway to Rosser Str				50,000	390,000					
W4	97	12" Line Northridge Dr. - Vantage Point Circle to Smoke Tree Lane			-	-						
W4	98	12" Line Sierry Peaks - Iron Springs to Forest View				135,000	1,050,000					
W4	99	12" Line Yakashba Dr. - Williamson Valley Road to Pinnacle Circle Ne					115,000	930,000				
W4	100	12" Line Rill Road - Pinnacle Road to Country Park Pump Station					165,000	660,000				
W4	101	Foothills Pump Station Rehabilitation										
W4	102	Mingus Pump Station Rehabilitation									100,000	500,000
W4	103	Southview Pump Station Rehabilitation					-	-		62,000	310,000	
W4	104	Country Park New Pump Station				62,000	250,000	312,000				
W4	105	Vista Del Cerro Pump Station Rehabilitation			-							
W4	106	Vista Del Cerro Pump Station Rehabilitation			50,000	300,000	-	-				
W4	94	Upper Thumb Butte Replacement Reservoir	-	250,000	1,500,000	-			-	-	-	-
W4	95	Future Projects	-	-	-	-	-	-	-	-	-	-
		Total	**17,075,194**	**21,365,500**	**18,718,000**	**15,989,000**	**14,846,000**	**4,322,000**	**7,425,000**	**4,512,000**	**1,160,000**	**1,250,000**
								15,385,949				
W5		**Street Projects**										
W5	1	Unpaved Streets	790,000	790,000	200,000	350,000	500,000	500,000	500,000	500,000	500,000	500,000
W5	2	Unpaved Alleys		150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
W5	3	Demerse	630,000	780,000								
W5	4	Iron Springs Road	150,000									
W5	5	Downer Trail	435,000	160,000								
W5	6	Copper Basin Road	3,353,000	1,720,000								
W5	7	Park Avenue	-	-				720,000				
W5	8	Rosser Street Phase 1	432,000	252,000			165,000					
W5	9	S. Mount Vernon Avenue			300,000							
W5	10	Williamson Valley Road	887,000	1,500,000								
W5	11	Robinson Drive	300,000	349,000								
W5	12	Brush Street	115,000	110,000								
W5	13	Beach Street	-			230,000						
W5	14	Bradsaw Drive				-	-		550,000			
W5	15	College Heights				-	-		327,000			
W5	16	Sundog Connector/Sundog Ranch Road		350,000		-	-					
W5	17	Future Street Projects	-	250,000	500,000	750,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
		Total	**7,092,000**	**6,411,000**	**1,150,000**	**1,480,000**	**1,815,000**	**2,370,000**	**2,527,000**	**1,650,000**	**1,650,000**	**1,650,000**
W6		**Infrastructure Planning Studies and Projects**										
W6	1	Smart Growth Plan (Planned Growth Strategy)	-	100,000	-	-	-	-	-	-	-	-
W6	2	East Airport Area Utilities Master Plan (Cavan)		125,000	-							
W6	3	West Airport Area Utilities Master Plan	-	125,000	-	-	-	-	-	-	-	-
		Total	**-**	**350,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

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Forecast
2008-2017

CITY OF PRESCOTT
WATER RESOURCE DEVELOPMENT/SYSTEM IMPACT FEE MODEL

Input Area -- Capital Improvement Plan -- Water

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
TOTAL WATER CIP	**29,348,434**	**34,365,782**	**24,182,322**	**57,117,006**	**55,304,006**	**7,015,000**	**10,275,000**	**6,485,000**	**3,133,000**	**3,223,000**
Allocation to:										
Alternate Water Resources	$ 2,559,524	$ 4,176,467	$ 2,761,322	$ 38,195,006	$ 38,195,006	$ -	$ -	$ -	$ -	$ -
Treatment	1,896,901	625,000	1,805,000	605,000	1,805,000	480,000	1,680,000	80,000	80,000	80,000
Distribution	23,892,009	28,564,315	18,616,000	17,317,000	15,304,000	6,535,000	8,595,000	6,405,000	3,053,000	3,143,000
Administration	-	-	-	-	-	-	-	-	-	-
Customer	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-
	26,788,910	**30,189,315**	**21,421,000**	**18,922,000**	**17,109,000**	**7,015,000**	**10,275,000**	**6,485,000**	**3,133,000**	**3,223,000**
Total	**29,348,434**	**34,365,782**	**24,182,322**	**57,117,006**	**55,304,006**	**7,015,000**	**10,275,000**	**6,485,000**	**3,133,000**	**3,223,000**

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CITY OF PRESCOTT
CAPITAL IMPROVEMENT PLAN

	Asset	Total Cost	Percent Growth Related	Total Growth-Related CIP	Total Replacement CIP	Total Unsewered
	Wastewater System					
WW1	Wastewater Treatment Plants	$ 33,411,000	66.7%	$ 22,290,400	$ 5,331,500	$ 5,789,100
WW2	Operations Capital	5,082,500	1.3%	64,625	5,000,250	17,625
WW3	Collections	87,788,000	31.3%	27,519,550	38,763,600	21,504,850
WW4	Recharge	830,000	65.5%	544,000	150,000	136,000
WW5	Street Projects (Packages found in 1% Streets & Open S	23,860,000	18.3%	4,355,800	18,216,400	1,287,800
WW6	Correction of Inadequate Slopes	4,250,000	0.0%	-	4,250,000	-
WW7	Infrastructure Planning Studies and Projects	300,000	100.0%	300,000	-	-
	Total Wastewater Capital Improvements	**155,521,500**		**55,074,375**	**71,711,750**	**28,735,375**
				35.4%	**46.1%**	**18.5%**

Attachment B

Forecast
2008-2017

CITY OF PRESCOTT
WASTEWATER SYSTEM IMPACT FEE MODEL

Input Area -- Capital Improvement Plan -- Wastewater

[redacted]

Utility: **CITY OF PRESCOTT**
Test Year **2008**
Forecast Period **2008-2017**

				Treatment/ Dist/Admin/ Customer	Depreciable Lifespan (Years)	Percent Grant Funded	Percent Growth	Percent Replacement	Percent Unsewered	"4-Area" General" Unsewered	Total CIP	Total Growth	Total Replacement	Percent Unsewered
WW1		**Wastewater Treatment Plants**												
WW1	1	Sundog - Plant Paving	Existing Deficiency	Treat	50	0.0%	0.0%	100.0%	0.0%		$ 700,000	$ -	$ 700,000	$ -
WW1	2	Sundog- Digester Cleaning	Existing Deficiency	Treat	50	0.0%	0.0%	100.0%	0.0%		1,150,000	-	1,150,000	-
WW1	3	Site, Processes and Equip Master Plan	New Development & Unsewered Are	Treat	50	0.0%	80.0%	0.0%	20.0%	General	100,000	80,000	-	20,000
WW1	4	Sundog - Biosolids Master Plan	New Development & Unsewered Are	Treat	50	0.0%	45.0%	45.0%	10.0%	General	50,000	22,500	22,500	5,000
WW1	5	Sundog - Plant Process Expansion and U	New Development & Unsewered Are	Treat	50	0.0%	80.0%	0.0%	20.0%	General	17,575,000	14,060,000	-	3,515,000
WW1	6	Sundog- Solids Handling Rehabilitation	Existing Deficiency, New Developme	Treat	50	0.0%	45.0%	45.0%	10.0%	General	960,000	432,000	432,000	96,000
WW1	7	Sundog- Odor Control	New Development & Unsewered Are	Treat	50	0.0%	80.0%	0.0%	20.0%	General	4,400,000	3,520,000	-	880,000
WW1	8	Sundog- Replacement Emergency Gener	Existing Deficiency	Treat	50	0.0%	0.0%	100.0%	0.0%		435,000	-	435,000	-
WW1	9	Sundog- Dewatering Bed Removals	New Development & Unsewered Are	Treat	50	0.0%	80.0%	0.0%	20.0%	General	75,000	60,000	-	15,000
WW1	10	Sundog & Airport SCADA Systems	New Development & Unsewered Are	Treat	50	0.0%	55.0%	30.0%	15.0%	General	95,000	52,250	28,500	14,250
WW1	11	Sundog & Airport Electronic Effluent Disp	Existing Deficiency, New Developme	Treat	50	0.0%	55.0%	30.0%	15.0%	General	35,000	19,250	10,500	5,250
WW1	12	Airport- Plant Capacity & Treatment Tech	New Development & Unsewered Are	Treat	50	0.0%	60.0%	20.0%	20.0%	General	100,000	60,000	20,000	20,000
WW1	13	Airport- Biosolids Master Plan	New Development & Unsewered Are	Treat	50	0.0%	60.0%	20.0%	20.0%	General	50,000	30,000	10,000	10,000
WW1	14	Airport- Plant Process Upgrades	New Development & Unsewered Are	Treat	50	0.0%	60.0%	20.0%	20.0%	General	4,400,000	2,640,000	880,000	880,000
WW1	15	Airport Ras/Was Pump Station	Existing Deficiency, New Developme	Treat	50	0.0%	40.0%	50.0%	10.0%	General	350,000	140,000	175,000	35,000
WW1	16	Airport- Centrifuge	Existing Deficiency, New Developme	Treat	50	0.0%	40.0%	50.0%	10.0%	General	2,936,000	1,174,400	1,468,000	293,600
WW1	17	Northeast Treatment Plant	Existing Deficiency, New Developme	Treat	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-
		Subtotal									**33,411,000**	**22,290,400**	**5,331,500**	**5,789,100**
WW2		**Operations Capital**												
WW2	1	Maintenance Management	Existing Deficiency, New Developme	Coll	50	0.0%	55.0%	30.0%	15.0%	General	117,500	64,625	35,250	17,625
WW2	2	Collection System Condition Assessment	Existing Deficiency	Coll	50	0.0%	0.0%	100.0%	0.0%		450,000	-	450,000	-
WW2	3	Lift Station Rehabilitation	Existing Deficiency, New Developme	Coll	50	0.0%	0.0%	100.0%	0.0%		600,000	-	600,000	-
WW2	4	Sewer Manhole Rehabilitation/Replaceme	Existing Deficiency	Coll	50	0.0%	0.0%	100.0%	0.0%		450,000	-	450,000	-
WW2	5	Chemical Root Control	Existing Deficiency	Coll	50	0.0%	0.0%	100.0%	0.0%		825,000	-	825,000	-
WW2	6	Lift Station Abandonment	Existing Deficiency	Coll	50	0.0%	0.0%	100.0%	0.0%		2,640,000	-	2,640,000	-
		Subtotal									**5,082,500**	**64,625**	**5,000,250**	**17,625**
WW3		**Collections**												
WW3	1	North Prescott Regional Force Main - SR	Existing Deficiency, New Developme	Coll	50	0.0%	10.0%	80.0%	10.0%	General	10,791,000	1,079,100	8,632,800	1,079,100
WW3	2	North Prescott Regional Force Main - Will	Existing Deficiency, New Developme	Coll	50	0.0%	35.0%	30.0%	35.0%	General	4,585,000	1,604,750	1,375,500	1,604,750
WW3	3	East Prescott Regional Force Main Rehat	Existing Deficiency, New Developme	Coll	50	0.0%	0.0%	100.0%	0.0%		-	-	-	-
WW3	4	Sewer Mainline Replacement/Rehabilitatic	Existing Deficiency, New Developme	Coll	50	0.0%	10.0%	80.0%	10.0%	General	6,470,000	647,000	5,176,000	647,000
WW3	5	Granite Street- Granite Creek to Leroux	Existing Deficiency, New Developme	Coll	50	0.0%	45.0%	35.0%	20.0%	General	5,000,000	2,250,000	1,750,000	1,000,000
WW3	6	Storm Ranch	New Development & Unsewered Are	Coll	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-
WW3	7	Sundog Trunk Main	New Development & Unsewered Are	Coll	50	0.0%	25.0%	65.0%	10.0%	General	15,000,000	3,750,000	9,750,000	1,500,000
WW3	8	Miller Valley Road - Brannen Ave to Hosp	Existing Deficiency, New Developme	Coll	50	0.0%	45.0%	0.0%	55.0%	General	1,240,000	558,000	-	682,000
WW3	9	Cliff Rose Lift Station Upgrade	Existing Deficiency, New Developme	Coll	50	0.0%	100.0%	0.0%	0.0%		1,142,000	1,142,000	-	-
WW3	10	Prescott Canyon Sewer Relocation	New Development & Unsewered Are	Coll	50	0.0%	100.0%	0.0%	0.0%		332,000	332,000	-	-
WW3	11	Wastewater Infrastructure South of SR 89	New Development	Coll	50	0.0%	100.0%	0.0%	0.0%		3,665,000	3,665,000	-	-
WW3	12	Forest Trails Phase 2	Existing Deficiency, New Developme	Coll	50	0.0%	20.0%	35.0%	45.0%	General	780,000	156,000	273,000	351,000
WW3	13	Hassayampa	Existing Deficiency, New Developme	Coll	50	0.0%	10.0%	80.0%	10.0%	General	5,026,000	502,600	4,020,800	502,600
WW3	14	Brush-Lincoln (See Gurley)	Existing Deficiency, New Developme	Coll	50	0.0%	15.0%	85.0%	0.0%		820,000	123,000	697,000	-
WW3	15	Prescott Lakes Pkwy	New Development	Coll	50	0.0%	80.0%	20.0%	0.0%		-	-	-	-
WW3	16	Banning Creek	Existing Deficiency, New Developme	Coll	50	0.0%	45.0%	55.0%	0.0%		274,000	123,300	150,700	-
WW3	17	Ranches	Existing Deficiency, New Developme	Coll	50	0.0%	65.0%	35.0%	0.0%		240,000	156,000	84,000	-
WW3	18	Airport Trunk Main	New Development	Coll	50	0.0%	90.0%	10.0%	0.0%		-	-	-	-
WW3	19	Pleasant Valley	Existing Deficiency, New Developme	Coll	50	0.0%	30.0%	30.0%	40.0%	General	5,596,000	1,678,800	1,678,800	2,238,400
WW3	20	Pinion Oaks	New Development	Coll	50	0.0%	80.0%	10.0%	10.0%	General	-	-	-	-
WW3	21	Airpark	New Development	Coll	50	0.0%	100.0%	0.0%	0.0%		947,000	947,000	-	-
WW3	22	Effluent Pipeline	Existing Deficiency, New Developme	Coll	50	0.0%	45.0%	45.0%	10.0%	General	11,500,000	5,175,000	5,175,000	1,150,000
WW3	23	Summit Point & Tenney (partially built with	New Development -- Developer Fun	Coll	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-
WW3	24	Crossings at Willow Creek	New Development -- Developer Fun	Coll	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-
WW3	25	West of Prescott Lakes Parkway (Schedu	New Development	Coll	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-
WW3	26	Old Black Canyon Highway (Scheduled fc	New Development	Coll	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-

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CITY OF PRESCOTT
WASTEWATER SYSTEM IMPACT FEE MODEL

Forecast
2008-2017

				Treatment/ Dist/Admin/ Customer	Depreciable Lifespan (Years)	Percent Grant Funded	Percent Growth	Percent Replacement	Percent Unsewered	"4-Area" General" Unsewered	Total CIP	Total Growth	Total Replacement	Percent Unsewered
Input Area -- Capital Improvement Plan -- Wastewater														
WW3	27	Antelope Hills	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	4-Area	1,750,000	-	-	1,750,000
WW3	28	North Prescott (Proposed Sewer Improve	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	4-Area	6,550,000	-	-	6,550,000
WW3	29	White Oak Circle	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	4-Area	850,000	-	-	850,000
WW3	30	White Cloud Lane	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	4-Area	1,250,000	-	-	1,250,000
WW3	31	Lorraine Drive	Unsewered Area & Developer-Fund	Coll	50	0.0%	100.0%	0.0%	0.0%		480,000	480,000	-	-
WW3	32	Country Park Estates South (Scheduled f	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	33	Garland Subdivision (Scheduled for Build	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	34	Longview Estates (Scheduled for Buildout	New Development & Unsewered Are	Coll	50	0.0%	30.0%	0.0%	70.0%	General	-	-	-	-
WW3	35	Valley View (Scheduled for Buildout)	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	36	Yakashba Estates (Scheduled for Buildou	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	37	Geneva Woods (Scheduled for Buildout)	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	38	Williamson Valley Rd	Unsewered Area	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	39	Granite Park (Granite Dells)	New Development	Coll	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-
WW3	40	Old Highway 89	New Development	Coll	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-
WW3	41	Hillcrest Acres (Scheduled for Buildout)	New Development	Coll	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-
WW3	42	Mullen Way (Copper Basin Rd Extension)	New Development & Unsewered Are	Coll	50	0.0%	90.0%	0.0%	10.0%	General	3,500,000	3,150,000	-	350,000
WW3	43	Overland Road	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	44	Senator Highway	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	45	Canyon Sights	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	46	Country Park Estates North	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	47	Country Park Ranches	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	48	Forbing Park (Private H20)	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	49	Grandview Estates	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	50	Holiday Hills	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	51	Idylwild Tract	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	52	Juniper Vista - Haisley Road	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	53	Juniper Vista (Karen Drive)	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	54	Mountain Club	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	55	Prescott Riviera	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	56	Rancho Vista Hills	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	57	Shadow Valley Ranch	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	58	Sheriffs Posse Trail	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	59	Sky Terrace	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	60	Stagecoach Acres	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	61	Sweet Acres & Sherman Pines & Oak Kn	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	62	Tonkawa & Ho-Kay-Gan & Burnt Ranch	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	63	Villa Estates & Jackson Acres	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	64	Vista Del Cerro	Unsewered Area -- County	Coll	50	0.0%	0.0%	0.0%	100.0%	General	-	-	-	-
WW3	65	New Northeast Collection System	Unsewered Area -- County	Coll	50	0.0%	100.0%	0.0%	0.0%		-	-	-	-
		Subtotal									**87,788,000**	**27,519,550**	**38,763,600**	**21,504,850**
WW4		**Recharge**												
WW4	1	Recharge Cell Rehabilitation	Existing Deficiency	Treat	50	0.0%	0.0%	100.0%	0.0%		150,000	-	150,000	-
WW4	2	New Recharge Cell #9	New Development & Unsewered Are	Treat	50	0.0%	80.0%	0.0%	20.0%	General	680,000	544,000	-	136,000
		Subtotal									**830,000**	**544,000**	**150,000**	**136,000**
WW5		**Street Projects (Packages found in 1% Streets & Open Space Book)**												
WW5	1	Unpaved Streets		Coll	50	0.0%	0.0%	100.0%	0.0%		5,040,000	-	5,040,000	-
WW5	2	Unpaved Alleys		Coll	50	0.0%	0.0%	100.0%	0.0%		1,225,000	-	1,225,000	-
WW5	3	Iron Springs Road		Coll	50	0.0%	20.0%	80.0%	0.0%		1,080,000	216,000	864,000	-
WW5	4	Downer Trail		Coll	50	0.0%	100.0%	0.0%	0.0%		440,000	440,000	-	-
WW5	5	Copper Basin Road		Coll	50	0.0%	40.0%	55.0%	5.0%	General	2,800,000	1,120,000	1,540,000	140,000
WW5	6	Rosser Street Phase 1		Coll	50	0.0%	0.0%	100.0%	0.0%		1,770,000	-	1,770,000	-
WW5	7	Park Ave		Coll	50	0.0%	0.0%	100.0%	0.0%		620,000	-	620,000	-
WW5	8	S. Mount Vernon Avenue		Coll	50	0.0%	0.0%	100.0%	0.0%		220,000	-	220,000	-
WW5	9	Brush Street		Coll	50	0.0%	0.0%	100.0%	0.0%		144,000	-	144,000	-
WW5	10	Williamson Valley Road		Coll	50	0.0%	50.0%	0.0%	50.0%	General	480,000	240,000	-	240,000
WW5	11	Robinson Drive		Coll	50	0.0%	30.0%	40.0%	30.0%	General	526,000	157,800	210,400	157,800
WW5	12	Senator Hwy		Coll	50	0.0%	100.0%	0.0%	0.0%		606,000	606,000	-	-
WW5	13	Bradsaw Drive		Coll	50	0.0%	30.0%	70.0%	0.0%		200,000	60,000	140,000	-

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CITY OF PRESCOTT
WASTEWATER SYSTEM IMPACT FEE MODEL

Forecast 2008-2017			Treatment/ Dist/Admin/ Customer	Depreciable Lifespan (Years)	Percent Grant Funded	Percent Growth	Percent Replacement	Percent Unsewered	"4-Area" General" Unsewered	Total CIP	Total Growth	Total Replacement	Percent Unsewered	
Input Area – Capital Improvement Plan – Wastewater														
WW5 14	College Heights		Coll	50	0.0%	50.0%	50.0%	0.0%		262,000	131,000	131,000	-	
WW5 15	Downer Trail		Coll	50	0.0%	50.0%	50.0%	0.0%		480,000	240,000	240,000	-	
WW5 16	Bashford Court Alley		Coll	50	0.0%	0.0%	100.0%	0.0%		72,000	-	72,000	-	
WW5 17	Sundog Connector		Coll	50	0.0%	100.0%	0.0%	0.0%		395,000	395,000	-	-	
WW5 18	Future Street Projects		Coll	50	0.0%	10.0%	80.0%	10.0%	General	7,500,000	750,000	6,000,000	750,000	
	Subtotal									**23,860,000**	**4,355,800**	**18,216,400**	**1,287,800**	
WW6	**Correction of Inadequate Slopes**													
WW6 1	Correction of Inadequate Slopes	Existing Deficiency	Coll	50	0.0%	0.0%	100.0%	0.0%		4,250,000	-	4,250,000	-	
	Subtotal									**4,250,000**	**-**	**4,250,000**	**-**	
WW7	**Infrastructure Planning Studies and Projects**													
WW7 1	Smart Growth Plan (Planned Growth Strategy)		Coll	50	0.0%	100.0%	0.0%	0.0%		100,000	100,000	-	-	
WW7 2	East Airport Area Utilities Master Plan (Cavan)		Coll	50	0.0%	100.0%	0.0%	0.0%		50,000	50,000	-	-	
WW7 3	West Airport Area Utilities Master Plan		Coll	50	0.0%	100.0%	0.0%	0.0%		150,000	150,000	-	-	
	Total									**300,000**	**300,000**	**-**	**-**	
TOTAL WASTEWATER CIP										**155,521,500**	**55,074,375**	**71,711,750**	**28,735,375**	#
Allocation to:														
	Treatment						22.0%			34,241,000	22,834,400	5,481,500	5,925,100	
	Collection						78.0%			121,280,500	32,239,975	66,230,250	22,810,275	
	Administration						0.0%			-	-	-	-	
	Customer						0.0%			-	-	-	-	
	Total						100.0%			**155,521,500**	**55,074,375**	**71,711,750**	**28,735,375**	#
											35.4%	**46.1%**	**18.5%**	
Unsewered Area Allocation														
	General												18,335,375	
	4-Area												10,400,000	
	Total												**28,735,375**	

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Forecast
2008-2017

CITY OF PRESCOTT
WASTEWATER SYSTEM IMPACT FEE MODEL

Input Area -- Capital Improvement Plan -- Wastewater

[redacted]

Utility: **CITY OF PRESCOTT**
Test Year **2008**
Forecast Period **2008-2017**

				2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
WW1		**Wastewater Treatment Plants**											
WW1	1	Sundog - Plant Paving	Existing Deficiency	$ -	$ 700,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WW1	2	Sundog- Digester Cleaning	Existing Deficiency	250,000	300,000			300,000				300,000	
WW1	3	Site, Processes and Equip Master Plan	New Development & Unsewered Are	-	100,000								
WW1	4	Sundog - Biosolids Master Plan	New Development & Unsewered Are	-	50,000								
WW1	5	Sundog - Plant Process Expansion and U	New Development & Unsewered Are			500,000					3,000,000	6,000,000	8,075,000
WW1	6	Sundog- Solids Handling Rehabilitation	Existing Deficiency, New Developme	-	160,000	800,000							
WW1	7	Sundog- Odor Control	New Development & Unsewered Are	-	1,100,000	300,000	3,000,000						
WW1	8	Sundog- Replacement Emergency Gener	Existing Deficiency	75,000	360,000								
WW1	9	Sundog- Dewatering Bed Removals	New Development & Unsewered Are	-	75,000								
WW1	10	Sundog & Airport SCADA Systems	New Development & Unsewered Are	-	95,000								
WW1	11	Sundog & Airport Electronic Effluent Dispo	Existing Deficiency, New Developme	-	35,000								
WW1	12	Airport- Plant Capacity & Treatment Tech	New Development & Unsewered Are	-	100,000								
WW1	13	Airport- Biosolids Master Plan	New Development & Unsewered Are	-	50,000			-					
WW1	14	Airport- Plant Process Upgrades	New Development & Unsewered Are	-	800,000	1,800,000	1,800,000			-	-	-	-
WW1	15	Airport Ras/Was Pump Station	Existing Deficiency, New Developme	-	350,000								
WW1	16	Airport- Centrifuge	Existing Deficiency, New Developme	1,243,000	1,193,000	-	-	-	500,000	-	-	-	-
WW1	17	Northeast Treatment Plant	Existing Deficiency, New Developme	-	-	-	-	-	-	-	-	-	-
		Subtotal		**1,568,000**	**5,468,000**	**3,400,000**	**4,800,000**	**300,000**	**500,000**	**-**	**3,000,000**	**6,300,000**	**8,075,000**
WW2		**Operations Capital**											
WW2	1	Maintenance Management	Existing Deficiency, New Developme	117,500									
WW2	2	Collection System Condition Assessment	Existing Deficiency	-	250,000	100,000	100,000						
WW2	3	Lift Station Rehabilitation	Existing Deficiency, New Developme	100,000	100,000	100,000	100,000	100,000	100,000				
WW2	4	Sewer Manhole Rehabilitation/Replaceme	Existing Deficiency	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
WW2	5	Chemical Root Control	Existing Deficiency	150,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
WW2	6	Lift Station Abandonment	Existing Deficiency	290,000	400,000	150,000	500,000	150,000	500,000	150,000	500,000	-	-
		Subtotal		**657,500**	**875,000**	**475,000**	**825,000**	**375,000**	**725,000**	**275,000**	**625,000**	**125,000**	**125,000**
WW3		**Collections**											
WW3	1	North Prescott Regional Force Main - SR	Existing Deficiency, New Developme	5,491,000	5,300,000								
WW3	2	North Prescott Regional Force Main - Will	Existing Deficiency, New Developme	-	585,000	2,000,000	2,000,000						
WW3	3	East Prescott Regional Force Main Rehat	Existing Deficiency, New Developme	-									
WW3	4	Sewer Mainline Replacement/Rehabilitatic	Existing Deficiency, New Developme	1,070,000	1,000,000	100,000	1,000,000	100,000	1,000,000	100,000	1,000,000	100,000	1,000,000
WW3	5	Granite Street- Granite Creek to Leroux	Existing Deficiency, New Developme	-	350,000	450,000	1,400,000	1,400,000	1,400,000				
WW3	6	Storm Ranch	New Development & Unsewered Are	-	-	-	-						
WW3	7	Sundog Trunk Main	New Development & Unsewered Are	-	750,000	4,250,000	750,000	4,250,000	750,000	4,250,000			
WW3	8	Miller Valley Road - Brannen Ave to Hosp	Existing Deficiency, New Developme	-	162,000	-	1,078,000						
WW3	9	Cliff Rose Lift Station Upgrade	Existing Deficiency, New Developme	-	1,142,000	-							
WW3	10	Prescott Canyon Sewer Relocation	New Development & Unsewered Are	332,000	-								
WW3	11	Wastewater Infrastructure South of SR 89	New Development	-	550,000	3,115,000	-	-	-				
WW3	12	Forest Trails Phase 2	Existing Deficiency, New Developme	-	100,000	680,000							
WW3	13	Hassayampa	Existing Deficiency, New Developme	-		-	650,000	2,376,000	2,000,000				
WW3	14	Brush-Lincoln (See Gurley)	Existing Deficiency, New Developme	-			100,000	720,000					
WW3	15	Prescott Lakes Pkwy	New Development	-	-	-	-	-					
WW3	16	Banning Creek	Existing Deficiency, New Developme	-							274,000		
WW3	17	Ranches	Existing Deficiency, New Developme	-							240,000		
WW3	18	Airport Trunk Main	New Development	-									
WW3	19	Pleasant Valley	Existing Deficiency, New Developme	-						600,000	4,996,000		
WW3	20	Pinion Oaks	New Development	-									
WW3	21	Airpark	New Development	-							100,000	847,000	-
WW3	22	Effluent Pipeline	Existing Deficiency, New Developme	-			-	1,500,000	5,000,000	5,000,000			
WW3	23	Summit Point & Tenney (partially built with	New Development -- Developer Fun		-	-							
WW3	24	Crossings at Willow Creek	New Development -- Developer Fun							-	-		
WW3	25	West of Prescott Lakes Parkway (Schedu	New Development									-	-
WW3	26	Old Black Canyon Highway (Scheduled fc	New Development										

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2008-2017

CITY OF PRESCOTT
WASTEWATER SYSTEM IMPACT FEE MODEL

Input Area -- Capital Improvement Plan -- Wastewater

				2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
WW3	27	Antelope Hills	Unsewered Area			250,000	1,500,000						
WW3	28	North Prescott (Proposed Sewer Improve	Unsewered Area	650,000	700,000	2,600,000	2,600,000						
WW3	29	White Oak Circle	Unsewered Area			150,000	700,000						
WW3	30	White Cloud Lane	Unsewered Area			250,000	1,000,000						
WW3	31	Lorraine Drive	Unsewered Area & Developer-Fund						80,000	400,000			
WW3	32	Country Park Estates South (Scheduled f	Unsewered Area										
WW3	33	Garland Subdivision (Scheduled for Build	Unsewered Area										
WW3	34	Longview Estates (Scheduled for Buildout	New Development & Unsewered Are										
WW3	35	Valley View (Scheduled for Buildout)	Unsewered Area										
WW3	36	Yakashba Estates (Scheduled for Buildou	Unsewered Area										
WW3	37	Geneva Woods (Scheduled for Buildout)	Unsewered Area										
WW3	38	Williamson Valley Rd	Unsewered Area										
WW3	39	Granite Park (Granite Dells)	New Development						-	-			
WW3	40	Old Highway 89	New Development						-	-			
WW3	41	Hillcrest Acres (Scheduled for Buildout)	New Development										
WW3	42	Mullen Way (Copper Basin Rd Extension)	New Development & Unsewered Are			350,000	1,575,000	1,575,000					
WW3	43	Overland Road	Unsewered Area -- County										
WW3	44	Senator Highway	Unsewered Area -- County										
WW3	45	Canyon Sights	Unsewered Area -- County										
WW3	46	Country Park Estates North	Unsewered Area -- County										
WW3	47	Country Park Ranches	Unsewered Area -- County										
WW3	48	Forbing Park (Private H20)	Unsewered Area -- County										
WW3	49	Grandview Estates	Unsewered Area -- County										
WW3	50	Holiday Hills	Unsewered Area -- County										
WW3	51	Idylwild Tract	Unsewered Area -- County										
WW3	52	Juniper Vista - Haisley Road	Unsewered Area -- County										
WW3	53	Juniper Vista (Karen Drive)	Unsewered Area -- County										
WW3	54	Mountain Club	Unsewered Area -- County										
WW3	55	Prescott Riviera	Unsewered Area -- County										
WW3	56	Rancho Vista Hills	Unsewered Area -- County										
WW3	57	Shadow Valley Ranch	Unsewered Area -- County										
WW3	58	Sheriffs Posse Trail	Unsewered Area -- County										
WW3	59	Sky Terrace	Unsewered Area -- County										
WW3	60	Stagecoach Acres	Unsewered Area -- County										
WW3	61	Sweet Acres & Sherman Pines & Oak Kn	Unsewered Area -- County										
WW3	62	Tonkawa & Ho-Kay-Gan & Burnt Ranch	Unsewered Area -- County										
WW3	63	Villa Estates & Jackson Acres	Unsewered Area -- County										
WW3	64	Vista Del Cerro	Unsewered Area -- County	-	-	-	-	-	-	-	-	-	-
WW3	65	New Northeast Collection System	Unsewered Area -- County	-	-	-	-	-	-	-	-	-	-
		Subtotal		**7,543,000**	**10,639,000**	**14,195,000**	**14,353,000**	**11,921,000**	**10,230,000**	**10,350,000**	**6,610,000**	**947,000**	**1,000,000**
WW4		**Recharge**											
WW4	1	Recharge Cell Rehabilitation	Existing Deficiency		-	150,000	-	-	-	-	-		
WW4	2	New Recharge Cell #9	New Development & Unsewered Are	-	-	-	-	-	80,000	600,000	-	-	-
		Subtotal		**-**	**-**	**150,000**	**-**	**-**	**80,000**	**600,000**	**-**	**-**	**-**
WW5		**Street Projects (Packages found in 1% Streets & Open Space Book)**											
WW5	1	Unpaved Streets		670,000	670,000	300,000	400,000	500,000	500,000	500,000	500,000	500,000	500,000
WW5	2	Unpaved Alleys		-	100,000	100,000	125,000	150,000	150,000	150,000	150,000	150,000	150,000
WW5	3	Iron Springs Road		1,080,000	-								
WW5	4	Downer Trail		440,000									
WW5	5	Copper Basin Road		1,400,000	1,400,000								
WW5	6	Rosser Street Phase 1		960,000	810,000								
WW5	7	Park Ave		-			-		620,000				
WW5	8	S. Mount Vernon Avenue				220,000							
WW5	9	Brush Street		74,000	70,000								
WW5	10	Williamson Valley Road		280,000	200,000								
WW5	11	Robinson Drive			526,000								
WW5	12	Senator Hwy			-	606,000							
WW5	13	Bradsaw Drive					-	-		200,000			

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Forecast
2008-2017

CITY OF PRESCOTT
WASTEWATER SYSTEM IMPACT FEE MODEL

			2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Input Area -- Capital Improvement Plan -- Wastewater												
WW5	14	College Heights				-	-	-	262,000			
WW5	15	Downer Trail	440,000	40,000		-	-	-	-			
WW5	16	Bashford Court Alley				-	-	-	-	72,000		
WW5	17	Sundog Connector			395,000	-	-	-	-			
WW5	18	Future Street Projects	-	250,000	500,000	750,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
		Subtotal	**5,344,000**	**4,066,000**	**2,121,000**	**1,275,000**	**1,650,000**	**2,270,000**	**2,112,000**	**1,722,000**	**1,650,000**	**1,650,000**
WW6		**Correction of Inadequate Slopes**										
WW6	1	Correction of Inadequate Slopes Existing Deficiency	-	250,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
		Subtotal	**-**	**250,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**
WW7		**Infrastructure Planning Studies and Projects**										
WW7	1	Smart Growth Plan (Planned Growth Strategy)		100,000								
WW7	2	East Airport Area Utilities Master Plan (Cavan)		50,000								
WW7	3	West Airport Area Utilities Master Plan	-	150,000	-	-	-	-	-	-	-	-
		Total	**-**	**300,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL WASTEWATER CIP			**15,112,500**	**21,598,000**	**20,841,000**	**21,753,000**	**14,746,000**	**14,305,000**	**13,837,000**	**12,457,000**	**9,522,000**	**11,350,000**
Allocation to:												
		Treatment	1,568,000	5,468,000	3,550,000	4,800,000	300,000	580,000	600,000	3,000,000	6,300,000	8,075,000
		Collection	13,544,500	16,130,000	17,291,000	16,953,000	14,446,000	13,725,000	13,237,000	9,457,000	3,222,000	3,275,000
		Administration	-	-	-	-	-	-	-	-	-	-
		Customer	-	-	-	-	-	-	-	-	-	-
		Total	**15,112,500**	**21,598,000**	**20,841,000**	**21,753,000**	**14,746,000**	**14,305,000**	**13,837,000**	**12,457,000**	**9,522,000**	**11,350,000**
Unsewered Area Allocation												
		General										
		4-Area										
		Total										

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ORDINANCE NO. 4665-0908

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE II, CHAPTER 2-1 AND TITLE III, CHAPTER 3-14, OF THE PRESCOTT CITY CODE, REGARDING THE IMPOSITION OF WATER AND SEWER DEVELOPMENT FEES.

WHEREAS, the City of Prescott (the "City") engaged Economists.com, L.L.C (the "Consultant"), to conduct a study regarding various development (impact) fees charged with respect to the City's water and wastewater systems; and

WHEREAS, the Consultant completed the study and presented to the City with a report entitled "City of Prescott 2008 Water and Wastewater Rate and Impact Fee Study," dated April 2008 (the "Fee Study"), containing the studies and analysis required by ARIZ. REV. STAT. § 9-463.05, as amended; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-463.05(C), the Notice of Intention to assess new impact fees (the "Notice of Intent") was adopted on May 13, 2008, and such Notice of Intent, including the date, time and place of a public hearing to be held before the City Council, was published in *The Daily Courier* on May 21 through May 24, 2008; and

WHEREAS, a public hearing concerning the adoption of the new impact fees as held in accordance with ARIZ. REV. STAT. § 9-463.05(C) on July 22, 2008; and

WHEREAS, the Mayor and City Council of the City of Prescott (the "City Council") (i) finds that the Fee Study fully supports the conclusion that the new development fees for water system impacts, water resource development and wastewater system impacts fully and fairly offset the costs to the City associated to providing these necessary public services to new development in the City and (ii) wishes to implement the findings in the Fee Study by revising the City's development fees in order to ensure the continued viability of its current and future water and wastewater systems.

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

SECTION 1. THAT Section 2-1-22 of the Prescott City Code, entitled "Departments; Public Works Department; Utilities Division; Sewer Buy In fees," is hereby deleted in its entirety and reserved for future use.

SECTION 2. THAT Section 3-14-8 of the Prescott City Code, entitled "Building Regulations; Development Fees; Imposition of Fees," is hereby amended by adding a new subsection (C) to read as follows:

Attachment C

(C) THE DEVELOPMENT FEES IN THIS CHAPTER WILL AUTOMATICALLY ADJUST FOR INFLATION USING THE *ENGINEERING NEWS RECORD* – 20 CITY CONSTRUCTION COST INDEX (ENR-CCI) ON THE FIRST DAY OF EACH FISCAL YEAR. THE CITY SHALL PROVIDE PUBLIC NOTICE OF THE ANNUAL ADJUSTMENTS AT LEAST THIRTY DAYS IN ADVANCE OF THEIR EFFECTIVE DATE, PURSUANT TO 9-463.05(F), AS AMENDED.

SECTION 3. THAT Section 3-14-13 of the Prescott City Code, entitled "Building Regulations; Development Fees; Development Fees for Water Resources," is hereby amended as follows:

3-14-13: DEVELOPMENT FEES FOR WATER RESOURCES:

(A) All new construction TO BE CONNECTED TO THE CITY'S WATER SYSTEM, within OR OUTSIDE the City limits, shall be assessed the following development fee for water resources:

Meter Size (inches)	
5/8 X 3/4	~~$4,485~~ 4,594
1	~~$7,490~~ 11,485
1 1/2	~~$14,935~~ 22,970
2	~~$23,905~~ 36,752

(B) In the event that a one inch meter is required solely as a result of a ~~house~~ RESIDENTIAL UNIT being equipped with an automatic fire sprinkler system, ~~then and in that event~~ the development fee to be assessed pursuant to this section shall be based on a 5/8" X ¾" meter size; provided, however, that this subsection shall not apply to residences 5,000 square feet or more in size.

(C) In the event that an upsizing of meter size is required as a result of remodeling, renovation or expansion of a structure, the development fee to be assessed pursuant to this section shall be the difference between the development fee for the upsized meter versus the development fee for the existing meter.

(D) For water meters and/or service lines greater than two inches (2"), and for meters utilized for irrigation only, the development fees to be assessed pursuant to this section shall be determined by the Public Works Director on the basis of projected water use stated in gallons per day, using the following formula: Development fee = fee for (5/8" X ¾") meter x (applicant's projected gallons per day [GPD] water use/residential equivalent unit water use of 235 GPD).

(E) FOR WATER METERS FOR MULTI-FAMILY RESIDENTIAL PROJECTS THE DEVELOPMENT FEE SHALL BE CALCULATED USING THE FOLLOWING FORMULA: WATER RESOURCES DEVELOPMENT FEE = (WATER RESOURCES DEVELOPMENT FEE FOR 5/8" X 3/4" METER) X (NUMBER OF RESIDENTIAL UNITS) X 60%.

(~~E~~F) The development fees to be assessed pursuant to this section shall be offset by any fees paid by an applicant pursuant to PCC Section 2-1-12-(I).

(~~F~~G) Fees collected pursuant to this section may only be used for the acquisition, operations and maintenance of additional water resources, as may be authorized pursuant to Arizona Revised Statutes section 9-463.05.

~~(G) The fees provided for in this section shall be increased by five percent (5%) on May 1, 2007, and shall be increased five percent (5%) per annum each May 1 thereafter.~~

SECTION 4. THAT Section 3-14-14 of the Prescott City Code, entitled "Building Regulations; Development Fees; Development Fees for Water System Impacts," is hereby amended as follows:

3-14-14: DEVELOPMENT FEES FOR WATER SYSTEM IMPACTS:

(A) All new construction TO BE CONNECTED TO THE CITY'S WATER SYSTEM, within OR OUTSIDE the City limits, shall be assessed the following development fee for water system impacts:

Meter Size (inches)	
5/8 x 3/4	~~$4,888~~ 6,209
1	~~$8,163~~ 15,522
1 1/2	~~$16,277~~ 31,044
2	~~$26,053~~ 49,671

(B) In the event that a one inch meter is required solely as a result of a ~~house~~ RESIDENTIAL UNIT being equipped with an automatic fire sprinkler system, ~~then and in that event~~ the development fee to be assessed pursuant to this section shall be based on a 5/8" X ¾" meter size; provided, however, that this subsection shall not apply to residences 5,000 square feet or more in size.

(C) In the event that an upsizing of meter size is required as a result of remodeling, renovation or expansion of a structure, the development fee to be assessed pursuant to this section shall be the difference between the development fee for the upsized meter versus the development fee for the existing meter according to the fee schedule in effect at the time of the application for the ~~upside~~ UPSIZED meter.

(D) For water meters and/or service lines greater than two inches (2"), and for meters utilized for irrigation only, the development fees to be assessed pursuant to this section shall be determined by the Public Works Director on the basis of projected water use stated in gallons per day, using the following formula: Development fee = (fee for 5/8" X ¾") meter x (applicant's projected gallons per day [GPD] water use/residential equivalent unit water use of 235 GPD).

(E) The development fees to be assessed pursuant to this section shall be offset by any fees paid by an applicant pursuant to PCC Section 2-1-12-(I).

(F) Fees collected pursuant to this section may only be used for ~~the acquisition and upgrades~~ PURPOSES RELATED to the City's water production, treatment, transmission and distribution system as may be authorized pursuant to Arizona Revised Statutes section 9-463.05, AS AMENDED.

~~(G) The fees provided for in this section shall be increased by five percent (5%) on May 1, 2007, and shall be increased five percent (5%) per annum each May 1 thereafter.~~

SECTION 5. THAT Chapter 3-14 of the Prescott City Code, entitled "Building Regulations; Development Fees" is hereby amended to include a new Section 3-14-15, entitled "Development Fees for Wastewater System Impacts," to read as follows:

3-14-15: DEVELOPMENT FEES FOR WASTEWATER SYSTEM IMPACTS:

(A) All new construction to be connected to the City's wastewater system, within or outside the City limits, shall be assessed the following development fee for wastewater system impacts (based upon the size of each water meter serving the new construction):

Meter Size (inches)	
5/8 x 3/4	$3,273
1	$8,183
1 1/2	$16,367
2	$26,187

(B) In the event that a one inch meter is required solely as a result of a Residential Unit being equipped with an automatic fire sprinkler system, the development fee to be assessed pursuant to this section shall be based on a 5/8" X ¾" meter size; provided, however, that this subsection shall not apply to residences 5,000 square feet or more in size.

(C) In the event that an upsizing of meter size is required as a result of remodeling, renovation or expansion of a structure, the development fee to be assessed pursuant to this section shall be the difference between the development fee for the upsized meter versus the development fee for the existing meter according to the fee schedule in effect at the time of the application for the upsized meter.

(D) For water meters and/or service lines greater than two inches (2"), the development fees to be assessed pursuant to this section shall be determined by the Public Works Director on the basis of projected water use stated in gallons per day, using the following formula: Development fee = (fee for 5/8" X ¾") meter x (applicant's projected gallons per day [GPD] water use/residential equivalent unit water use of 235 GPD).

(E) Fees collected pursuant to this section may only be used for purposes related to the City's wastewater system, as may be authorized pursuant to Arizona Revised Statutes section 9-463.05, AS AMENDED.

SECTION 6. THAT the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

SECTION 7. THAT, if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this 26th day of August, 2008.

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

Development (Impact) Fee Regulations and Process

Arizona Revised Statutes Section 9-463.05 outlines the requirements a municipality must follow when assessing a development fee for providing necessary public services, including water and wastewater infrastructure. Two principal criteria set forth by that section are that: the fees must be based upon a capital improvements plan (CIP) and public report identifying the projects scheduled for completion within the timeframe of the report which are included in the calculation of the fees; and the fees must be assessed in a nondiscriminatory manner.

The City must provide at least 60 days notice in advance of an intention to assess a new fee or modify an existing fee. After the 60 days notice requirement is met, the City may then conduct a public hearing on the proposed fees. This public hearing must be at least 30 days prior to the scheduled date of adoption of the fees. The City must also adopt the CIP and hold a public hearing on the plan at least 30 days prior to its adoption. The statute allows the City to schedule the public hearings and adoptions of the CIP and fees concurrently. Once adopted, the fees will not become effective for 75 days after adoption. A brief summary of the timeline follows:

Action	Time Required
Preparation and release of the public report	varies
City issues a notice of intention to assess or modify fees	0 days
Public hearing on fees and CIP	60 days
Adoption of fees and CIP	30 days
Fees become effective	75 days
Least amount of time required to assess a new fee or modify existing one(s) following preparation and release of the public report	165 days

Once the public report is released identifying the methodology used to calculate the fees, any changes to the CIP upon which the report is based require a new calculation of fees, a new public report, and a new CIP for adoption, restarting the timeline from the beginning.

Changes to the CIP will directly affect the availability of capacity for new development to be created by the corresponding projects. For example, if the CIP includes increasing the size of an existing sewer main which has no additional capacity to accommodate demand (flow) from new development, and the project is deferred, new connections to the existing main would also have to be deferred.

It should be further noted that many water and sewer projects in the City's CIP involving existing lines have two purposes: (1) to replace aged, deteriorated infrastructure prone to breakage and other malfunctions; and (2) to increase the size of the lines to augment capacity for new connections (e.g., development of infill lots). Deferral of such projects will directly constrain the City's ability to issue building permits in the areas to be benefited.

Attachment D

9-463.05. Development fees; imposition by cities and towns; infrastructure improvements plan; annual report; limitation on actions; definition

A. A municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing, other capital costs and associated appurtenances, equipment, vehicles, furnishings and other personal property.

B. Development fees assessed by a municipality under this section are subject to the following requirements:

1. Development fees shall result in a beneficial use to the development.

2. Monies received from development fees assessed pursuant to this section shall be placed in a separate fund and accounted for separately and may only be used for the purposes authorized by this section. Monies received from a development fee identified in an infrastructure improvements plan adopted or amended pursuant to subsection D of this section shall be used to provide the same category of necessary public service for which the development fee was assessed. Interest earned on monies in the separate fund shall be credited to the fund.

3. The schedule for payment of fees shall be provided by the municipality. The municipality shall provide a credit toward the payment of a development fee for the required dedication of public sites, improvements and other necessary public services included in the infrastructure improvements plan and for which a development fee is assessed, to the extent the public sites, improvements and necessary public services are provided by the developer. The developer of residential dwelling units shall be required to pay development fees when construction permits for the dwelling units are issued, or at a later time if specified in a development agreement pursuant to section 9-500.05. If a development agreement provides for fees to be paid at a time later than the issuance of construction permits, the deferred fees shall be paid no later than fifteen days after the issuance of a certificate of occupancy. The development agreement shall provide for the value of any deferred fees to be supported by appropriate security, including a surety bond, letter of credit or cash bond.

4. The amount of any development fees assessed pursuant to this section must bear a reasonable relationship to the burden imposed upon the municipality to provide additional necessary public services to the development. The municipality, in determining the extent of the burden imposed by the development, shall consider, among other things, the contribution made or to be made in the future in cash or by taxes, fees or assessments by the property owner towards the capital costs of the necessary public service covered by the development fee.

5. If development fees are assessed by a municipality, such fees shall be assessed in a nondiscriminatory manner.

6. In determining and assessing a development fee applying to land in a community facilities district established under title 48, chapter 4, article 6, the municipality shall take into account all public infrastructure provided by the district and capital costs paid by the district for necessary public services and shall not assess a portion of the development fee based on the infrastructure or costs.

C. A municipality shall give at least sixty days' advance notice of intention to assess a new or modified development fee and shall release to the public a written report that identifies the methodology for calculating the amount of the development fee, explains the relationship between the development fee and the infrastructure improvements plan, includes documentation that supports the assessment of a new or modified development fee and identifies any index or indices to be used for automatic adjustment of the development fee pursuant to subsection F of this section and the timing of those adjustments. The municipality shall conduct a public hearing on

the proposed new or modified development fee at any time after the expiration of the sixty day notice of intention to assess a new or modified development fee and at least thirty days prior to the scheduled date of adoption of the new or modified fee by the governing body. A development fee assessed pursuant to this section shall not be effective until seventy-five days after its formal adoption by the governing body of the municipality. Nothing in this subsection shall affect any development fee adopted prior to July 24, 1982.

D. Before the assessment of a new or modified development fee, the governing body of the municipality shall adopt or amend an infrastructure improvements plan. The municipality shall conduct a public hearing on the infrastructure improvements plan at least thirty days before the adoption or amendment of the plan. The municipality shall release the plan to the public, make available to the public the documents used to prepare the plan and provide public notice at least sixty days before the public hearing, subject to the following:

1. An infrastructure improvements plan may be adopted concurrently with the report required by subsection C of this section, and the municipality may provide for and schedule the notices and hearings required by this subsection together with the notices and hearings required by subsection C of this section.

2. A municipality may amend an infrastructure improvements plan without a public hearing if the amendment addresses only elements of necessary public services that are included in the existing infrastructure improvements plan. The municipality shall provide public notice of those amendments at least fourteen days in advance of their effective date.

E. For each necessary public service that is the subject of a development fee, the infrastructure improvements plan shall:

1. Estimate future necessary public services that will be required as a result of new development and the basis for the estimate.

2. Forecast the costs of infrastructure, improvements, real property, financing, other capital costs and associated appurtenances, equipment, vehicles, furnishings and other personalty that will be associated with meeting those future needs for necessary public services and estimate the time required to finance and provide the necessary public services.

F. A municipality may automatically adjust a development fee on an annual basis without a public hearing if the adjustment is based on a nationally recognized index applicable to the cost of the necessary public service that is the subject of the development fee and the adjustment mechanism is identified in the report required by subsection C of this section. The municipality shall provide public notice of those adjustments at least thirty days in advance of their effective date.

G. Each municipality that assesses development fees shall submit an annual report accounting for the collection and use of the fees. The annual report shall include the following:

1. The amount assessed by the municipality for each type of development fee.

2. The balance of each fund maintained for each type of development fee assessed as of the beginning and end of the fiscal year.

3. The amount of interest or other earnings on the monies in each fund as of the end of the fiscal year.

4. The amount of development fee monies used to repay:

(a) Bonds issued by the municipality to pay the cost of a capital improvement project that is the subject of a development fee assessment.

(b) Monies advanced by the municipality from funds other than the funds established for development fees in order to pay the cost of a capital improvement project that is the subject of a development fee assessment.

5. The amount of development fee monies spent on each capital improvement project that is the subject of a development fee assessment and the physical location of each capital improvement project.

6. The amount of development fee monies spent for each purpose other than a capital improvement project that is the subject of a development fee assessment.

H. Within ninety days following the end of each fiscal year, each municipality shall submit a copy of the annual report to the city clerk. Copies shall be made available to the public on request. The annual report may contain financial information that has not been audited.

I. A municipality that fails to file the report required by this section shall not collect development fees until the report is filed.

J. Any action to collect a development fee shall be commenced within two years after the obligation to pay the fee accrues.

K. For the purposes of this section, "infrastructure improvements plan" means one or more written plans that individually or collectively identify each public service that is proposed to be the subject of a development fee and otherwise complies with the requirements of this section, and may be the municipality's capital improvements plan.

WATER AND WASTEWATER DEVELOPMENT (IMPACT) FEES
(Proposed to become effective 1-11-09)

Water Meter Size (inches)	Water System Impact Fees		Water Resource Development Fees		Wastewater System Impact Fees *
	Current	Proposed	Current	Proposed	Proposed
5/8 x 3/4	$ 5,389.02	$ 6,209	$ 4,944.71	$ 4,594	$ 3,273
1	8,999.71	15,522	8,257.73	11,485	8,183
1 1/2	17,945.39	31,044	16,465.84	22,970	16,367
2	28,723.43	49,671	26,355.26	36,752	26,187

* The current "buy-in fee" is based on plumbing fixture units which vary by the project. Typical "buy-in fees" for a residence range from $1,300 – 2,500 depending upon the size and design. "Buy-in fees" will be replaced by system impact fees.

Notes:

1. In the event that a one inch meter is required solely as a result of a residence being equipped with an automatic fire sprinkler system, then and in that event the development fees to be assessed shall be based on a 5/8" x 3/4" meter size, provided, however, that this 5/8" x 3/4" basis shall not apply to residences 5,000 square feet or more in size.

2. In the event that an upsizing of meter size is required as a result of remodeling, renovation or expansion of a structure, the development fees to be assessed shall be the difference between the development fees for the upsized meter versus the development fees for the existing meter.

3. For water meters and/or service lines greater than two inches (2"), and for meters utilized for (nonresidential) irrigation only, the development fees to be assessed shall be determined by the Public Works Director on the basis of projected water use stated in gallons per day, using the following formula: Development fee = (fee for 5/8" x 3/4" meter) x (applicant's projected gallons per day water use) ÷ residential equivalent unit water use of 235 gallons per day).

4. The water resource development fee for a multi-family residential project shall be calculated using the following formula: Water resource development fee = (water resource development fee for 5/8" x 3/4" meter) x (number of dwelling units) x 60%.

Rev 10-15-08

Attachment F

City of Prescott Impact Fees for Single Family Residential Construction

	Per Residential Unit			
Development Fees				
Fire Development Fee	$ 525.00			
Police Development Fee	589.00			
Parks Development Fee	715.00			
Recreation Development Fee	401.00			
Library Development Fee	253.00			
Streets Development Fee	469.00			
Public Buildings Development Fee	275.00			
Subtotal	$ 3,227.00			
Sewer				
Buy-In Fee (average - actual based on # of plumbing fixture units)	$ 1,400.00		$3,273	
Water				
Meter Size	5/8" x 3/4"			
Water System Impact Fee	$ 5,389.02		$6,209	
Water Resource Development Fee	4,944.71		4,594	
Total Average Impact Fees for a Single Family Residential Unit	$ 14,960.73	Current	$17,303	Proposed

Attachment G

7/9/2008

Utilities Capital Project Deferrals
FY09-FY14

Water Capital Projects

Project No.	Project Name	Current Program	Deferred Program	Project Purpose	Consequence of Deferral
W4-3	Zone 102 (Storm Ranch) Tank	$4,000,000 (FY13-14) 100% growth	$4,000,000 (FY15-16)	Service to higher elevation areas including Storm Ranch development east of Hwy 89/Prescott Pkwy intersection	Lack of adequate storage for future residential development in higher elevation areas including approved Storm Ranch Middle Parcel project.
W4-46	12" Line SR 89 – Copper Basin Rd. to Prescott Pines Pump Station	$1,275,000 (FY13-14) 10% growth	$1,275,000 (FY15-16)	Bring fire flow supply and pressures to current standards	Fire protection deficiency.
W4-62	Pinnacle Circle New Tank	$2,890,000 (FY11-12) 50% growth	$2,890,000 (FY15-16)	Storage within Williamson Valley Rd. area for gravity provision of required fire flow supply and pressures	Fire protection deficiency; continued reliance on pumping water from adjacent zones/smaller 400,000 gallon Forest Trails Tank.
W4-68	12" Line Skyline, Horizon, Look-Out – Upper Thumb Butte PS to Upper Thumb Butte Tank	$450,000 (FY13-14) 50% growth	$450,000 (FY15-16)	To enable rapid refilling of Upper Thumb Butte tank during high demand periods	Deficient system link will constrain growth.
W4-72	12" Line Meadowbrook, Forest Hills Rd. – Thumb Butte Rd. to Thumb Butte Tank	$1,260,000 (FY11-12) 20% growth	$1,260,000 (FY15-16)	To enable rapid refilling of Lower Thumb Butte Tank during high demand periods, and Lower Thumb Butte tank to assist to augment fire flow to Meadowbrook Road area	Deficient system link will constrain growth; fire protection deficiency in Meadowbrook Road area.
W4-76	12" Line Haisley Rd. – Hwy 89 To Haisley Pump Station	$450,000 (FY11-12) 10% growth	$450,000 (FY15-16)	Bring fire flow supply and pressures to current standards.	Deficient system link will constrain area buildout; fire protection deficiency.
W4-79	Haisley B Pump Station Rehabilitation	$228,000 (FY10) 10% growth	$228,000 (FY15)	Bring fire flow supply and pressures to current standards	Deficient system component will constrain area buildout; fire protection deficiency.
W4-96	12" Line Sundog Ranch Rd. – Prescott Lakes Pkwy to Rosser St.	$440,000 (FY11-12) 100% growth	$440,000 (FY15-16)	Provide fire flow supply and pressures meeting current standards	Delay development of commercial/ industrial projects due to inadequate fire flow supply and pressure.

Attachment H

W4-98	12" Line Sierry Peaks – Iron Springs to Forest View	1,185,000 (FY11-12) 80% growth	$1,185,000 (FY15-16)	Provide fire flow supply and pressures meeting current standards.	Delay development due to fire protection deficiency.
W4-99	12" Line Yakashba Dr. – Williamson Valley Rd. to Pinnacle Circle Tank Reservoir	1,085,000 (FY12-13) 25% growth	$1,085,000 (FY15-16)	Augment flow to/from planned Pinnacle Circle Tank which may also be deferred *(see W4-62 above) for fire* protection	If Pinnacle Circle Tank is constructed, this larger pipe is needed to provide flow pressures per current design standards for *development in the area.*
W5-16	Future Streets Projects	$4,250,000 (FY10-14) 20% growth	$2,000,000 (FY10-14)	Replace existing water mains during street reconstruction to augment capacity	Increased cost and public impact due to separating street and water line projects; pavement cuts; capacity to serve new development delayed.

Utilities Capital Project Deferrals
FY09-FY14

Sewer Capital Projects

Project No.	Project Name	Current Program	Deferred Program	Project Purpose	Consequence of Deferral
WW1-7	Sundog – Odor Control	$3,000,000 (FY11) 80% growth	$3,000,000 (FY15)	Contractual commitment associated with land exchange and development of County Prescott Lakes Parkway property	Contractual commitment not met.
WW3-19	Pleasant Valley	$600,000 (FY14) 30% growth	$600,000 (FY15)	Reconstruction to higher standards due to proximity to Willow Creek, increase size to accommodate future growth	Greater risk for sewer overflows or spills due to pipeline damage resulting from older construction; limited capacity will eventually constrain growth.
WW3-22	Effluent Pipeline	$11,500,000 (FY12-14) 45% growth	$11,500,000 (FY14-17), $1,500,00 in (FY14)	Increased capacity for recharging treated effluent from Sundog Plant to address existing inflow and infiltration and accommodate future growth	Future bottleneck in recharge system following resumption of residential growth.
WW3-31	Lorraine Drive	$480,000 (FY13-14) 100% growth	$480,000 (FY15-16)	Sewer service to existing, undeveloped lots	Delayed development of lots that cannot support onsite septic systems due to site constraints.
WW4-2	New Recharge Cell #9	$680,000 (FY13-14) 80% growth	$680,000 (FY15-16)	Additional recharge capacity to serve new growth	Surface water recharge program constrained due to lack of capacity (wastewater treatment plant effluent priority).
WW5-18	Future Street Projects	$4,250,000 (FY10-14) 10% growth	$2,000,000 (FY10-14)	Replace existing sewer mains during street reconstruction to augment capacity	Increased cost and public impact due to separating street and sewer line projects; pavement cuts; capacity to serve new development delayed.

Attachment I

SSII-M

COUNCIL AGENDA MEMO – (October 21 & October 28, 2008)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Clay William Romo, Applicant for Clay Romo, LLC, for a Series 07, Beer and Wine Bar, license for Lloyd's Liquors located at 1102 West Iron Springs Road.

Approved By:	**Date:**
Department Head: Elizabeth A. Burke	
Finance Director:	
City Manager: Steve Norwood	10/14/08

A Liquor License Application, City No. 09-064 State No. 07130047, has been received from Clay William Romo, Applicant for Clay Romo, LLC, for a Series 07, Beer and Wine Bar, License for **Lloyd's Liquors** located at 1102 West Iron Springs Road.

The public hearing will be held at the Regular Council Meeting of Tuesday, October 28, 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, Beer and Wine Bar, License. Mr. Romo is also applying for a Series 9 Liquor Store license, which will be considered under separate cover.

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

Recommended Action: (1) **MOVE** to close the Public Hearing. (2) **MOVE** to approve/deny State Liquor License Application No. 07130047, for a new Series 07, Beer and Wine Bar, Liquor License for Clay William Romo, Applicant for Clay Romo, LLC, for Lloyd's Liquors located at 1102 West Iron Springs Road.

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

SS-II-N

COUNCIL AGENDA MEMO – (October 21 & October 28, 2008)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Clay William Romo, Applicant for Clay Romo, LLC, for a Series 09, Liquor Store, license for Lloyd's Liquors located at 1102 West Iron Springs Road.

Approved By:	**Date:**
Department Head: Elizabeth A. Burke	
Finance Director:	
City Manager: Steve Norwood	10/14/08

A Liquor License Application, City No. 09-063 State No. 09130042, has been received from Clay William Romo, Applicant for Clay Romo, LLC, for a Series 09, Liquor Store, License for **Lloyd's Liquors** located at 1102 West Iron Springs Road.

The public hearing will be held at the Regular Council Meeting of Tuesday, October 28, 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 9, Liquor Store, License. Mr. Romo has also applied for a Series 7, Beer and Wine Bar license.

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

Recommended Action: (1) **MOVE** to close the Public Hearing. (2) **MOVE** to approve/deny State Liquor License Application No. 09130042, for a new Series 09, Liquor Store, Liquor License for Clay William Romo, Applicant for Clay Romo, LLC, for Lloyd's Liquors located at 1102 West Iron Springs Road.