



PRESCOTT CITY COUNCIL VOTING MEETING AGENDA

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, NOVEMBER 25, 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 Regular Voting Meeting pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Major Trimmer of the Salvation Army
- ◆ **PLEDGE OF ALLEGIANCE:** Councilwoman Lopas
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

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

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

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

- A. Marv Wright re issues with driveway and adjacent property owner at 128 N. Mt. Vernon.
- B. Councilman Bob Luzius re transparency in government.

II. PROCLAMATION:

- A. *November 28, 2008 as Native American Heritage Day*

III. PRESENTATIONS

- A. Introduction of new businesses.
- B. Update by representatives of Arizona Department of Transportation (ADOT) on the 69/89 Traffic Interchange Project.

IV. CONSENT AGENDA

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

- A. Adopt Resolution No. 3920-0926 – A resolution of the Mayor and City Council of the City of Prescott, Yavapai County, Arizona, authorizing the formation of an Enterprise Zone; designating the boundaries of the Enterprise Zone; appointing representatives from the Prescott Council to serve on the Enterprise Zone Commission; and authorizing the City to enter into an Intergovernmental Agreement with Yavapai County to form the Enterprise Zone Commission.
- B. [Approve Water Service Agreement with Granite Gate Retirement Community.](#)
- C. Approve Amendment One to Contract No. 2008-180 with HydroSystems, Inc., for Underground Storage Facility Permit Renewal Hydrological Study.
- D. Approve acceptance of 410-Federal grant funds in the amount of \$60,000.00 from the Governor's Office of Highway Safety.
- E. Approve purchase of one 2009 GMC Sierra 2500HD 4WD Pickup Truck from Midway Chevrolet, through use of State of Arizona Contract #SCC090000-6, for the amount of \$26,887.73.
- F. Approve purchase of three 2009 Ford Crown Victoria Police Interceptor Vehicles from Five Star Ford, through use of Arizona State Contract P71/SCC070008-2, for the amount of \$80,270.61.
- G. Award contract with Datamatx for billing and mailing services.
- H. Approve an agreement with Prescott Alternative Transportation to provide advance funding in the amount of \$25,000.00 for implementation of the ADOT Safe Routes to School Program.
- I. Approve purchase of a new Interactive Voice Response (IVR) Software Program for the Trak-It IVR System, in the amount of \$54,500.00 from Tele-Works, Inc.

- J. Approve replat of a portion of Lots 407 and 420 of the Idlywild Tract Subdivision, located at 125 Josephine St., Applicants: David and Tanya Janssen, APN 111-08-027, (RP08-005).
- K. Adopt Ordinance No. 4683--0926 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending Title X, Land Development Code, of the Prescott City Code by providing for changes to Section 6.4.3 and Section 6.4.7 (Fences), Table 6.2.9 (Drive-thru stacking), Section 6.11.3 (Outdoor Lighting), and Table 6.12.5 (Temporary Signage/Banners).
- L. Approve the Minutes of the Prescott City Council Joint Workshop/Special Meeting of October 28, 2008; the Workshop of November 4, 2008; the Combined Study Session/Regular Voting Meeting of November 4, 2008; the November 5, 2008 Special Council Meeting (in their role as members of the Regional Association of Local Governments); the Special Meeting (for Executive Session) of November 7, 2008, the Workshop of November 18, 2008 and the Study Session of November 18, 2008.

V. REGULAR AGENDA

- A. Reappointment of members to the City of Prescott Industrial Development Authority.
- B. Approve Agreement for Services with Prescott Area Arts and Humanities Council for 2009.
- C. Public Hearing and Adoption of Resolution No. 3921-0927 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending the General Plan Map to reflect the likely future land uses of approximately 2600 acres west of the Prescott Airport Love Field.
- D. Award bid to D & K Farming Enterprises, LLC, for transportation and disposal of bio-solids from the Sundog and Airport Wastewater Treatment Facilities including Bid Alternate A and Bid Alternate B unit prices.
- E. Approval of Amendment Two to City Contract No. 07-271, Copper Basin Road Improvement Project, with Asphalt Paving & Supply, Inc., in the amount of \$495,491.00.
- F. Consider appointment of Mayor Pro Tempore.
- G. Combining the December 16, 2008 Study Session and December 23, 2008 Regular Voting Meeting, to be held on December 16, 2008, due to the Christmas holiday.
- H. Recess into Executive Session.

I. EXECUTIVE SESSION

1. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §§38-431.03(A)(3) and (4).
 - a. Big Chino Water Ranch.
 - b. Easement contractual issues for properties located north of the existing City limits.
 - c. Continuing water service to Wilhoit Water Company.

VI. 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, MMC

PROCLAMATION

“Native American Heritage Day” November 28, 2008

WHEREAS, Native Americans have made distinct and significant contributions to the United States and the rest of the world in many fields, including agriculture, medicine, music, language and art and Native Americans have distinguished themselves as inventors, entrepreneurs, spiritual leaders and scholars; and

WHEREAS, Native Americans are the descendants of the aboriginal, indigenous, native people who were the original inhabitants of the United States; and

WHEREAS, Native Americans have served in the United States Armed Forces with valor, in every American war dating back to the Revolutionary War; and

WHEREAS, nationwide recognition of the contributions that Native Americans have made to the fabric of American society will afford an opportunity for all Americans to demonstrate their respect and admiration of Native Americans for their important contributions to the political, cultural, and economic life of the United States; and

WHEREAS, in addition to our neighbors of the Yavapai Prescott Tribe, the Prescott area is home to members of a wide diversity of Native American Tribes; and

WHEREAS, over twenty North American Tribes are represented by students in the Prescott Unified School District; and

WHEREAS, designation of Native American Heritage Day will encourage public elementary and secondary schools in the United States to enhance understanding of Native Americans by providing curricula and classroom instruction focusing on the achievement and contributions of Native Americans to the Nation.

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

NATIVE AMERICAN HERITAGE DAY

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 28th day of November 2008.




 JACK D. WILSON, MAYOR
 City of Prescott

ATTEST:



**AGREEMENT FOR POTABLE WATER
GRANITE GATE RETIREMENT COMMUNITY, LLC**

WHEREAS, Granite Gate Retirement Community, LLC (hereinafter referred to as "Applicant") is the owner of certain real property to which the City of Prescott is currently providing water service in fulfillment of a contractual obligation; and

WHEREAS, Applicant wishes to secure approval for the provision of potable water for additional development on the foregoing property from the City of Prescott (hereinafter referred to as "City"); and

WHEREAS, the Applicant contemplates construction an additional fifty-five (55) dwelling units and two thirty- (30) unit rehabilitation/Alzheimer's centers on the property; and

WHEREAS, the Applicant does not meet the current Prescott City Code provisions for water service, but is still a party to the aforementioned contractual obligation; and

WHEREAS, the Applicant has agreed to convey assured water supply (AWS) credits to the City to serve the additional demand on the property in accordance with the Water Management Policy; and

WHEREAS, PCC Section 2-1-12(H) requires that an agreement be reached between the City and Applicant in order to provide potable water; and

WHEREAS the City Council finds that compliance with this Agreement by the Applicant shall result in:

1. The project or development being consistent with and conforming to, and furthering the implementation of, and is not contrary to, the adopted Water Management Policy; and
2. That the City's plans and goals are not adversely affected, since the subject property is outside of the City limits; and
3. The project being in accord with the duly adopted Prescott Water Budget.

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

1. That this Agreement shall relate to that property more specifically described as Yavapai County Assessor Parcel Numbers 106-10-014K and 106-10-014L, more particularly described in the attached Exhibit "A"(hereinafter referred to as the "Property").
2. That upon receipt of notice from the Arizona Department of Water Resources that the AWS credits have been conveyed to the City's designation, the City will set aside and allocate an annual amount of water to serve the Property, subject to the following:

A. That the amount of AWS credits required to be conveyed to the City shall be determined by the date of building permit application. Prior to July 11, 2009, the amount of AWS credits required shall equal 0.35 acre-feet/dwelling unit x 100 years or 1,925 AWS credits. After July 11, 2009, the amount of AWS credits required shall equal 0.25 acre-feet/dwelling unit x 100 years, or 1,375 AWS credits. Water service shall not be activated until the credits are conveyed and approved by ADWR.

B. That the City will set aside and allocate either 19.25 acre-feet or 13.75 acre-feet annually of potable water to serve the Property in accordance with Section 2.A. above.

C. That the Applicant shall be solely responsible for the costs of any water main extension or upgrade required to serve the Property.

D. That the Applicant shall tie the additional development onto the City's Sanitary Sewer System and shall be responsible for any and all costs associated therewith.

E. That the Applicant shall pay applicable water and wastewater impact fees in effect at the time of building permit application. The Applicant may produce documentation of the cost of acquiring the AWS credits conveyed to the City for a credit towards the Water Resource Development Fee (WRDF) assessed on the project. The credit shall not be greater than the total WRDF assessed by the City, and the Applicant agrees to pay the full amount of the Water System and Wastewater System Impact fees if an additional meter is installed on the Property.

F. In the event that fifty-five dwelling units are not constructed within eight (8) years, then and in that event, the amount of potable water set aside for the Property pursuant to this Agreement shall be reduced by either 0.35 acre-feet or 0.25 acre-feet for each such unit not constructed, in accordance with Section 2.A. above, and the City will convey back to Applicant the associated AWS credits for each such unit not constructed. In the event that the fifty-five dwelling units are not constructed, but the rehabilitation/Alzheimer's facility is constructed, the City shall retain 550 AWS credits to account for the facility's water use, and convey the remaining credit back to the Applicant.

G. That the installation of any additional well on the Property shall result in the termination of this Agreement.

3. This Agreement shall be contingent upon the approval by the Yavapai County Board of Supervisors of the Applicant's request for an adjustment to the PAD requirement.

4. This Agreement shall run with the land, and shall be binding upon the Property owner's successors in interest and assigns.

5. Pursuant to A.R.S. Section 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 this 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 event of the foregoing, the City of Prescott 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 of Prescott from any other party to the agreement arising as a result of this agreement.

6. That the Property Owner hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Applicant or its agents or employees.

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

8. Time is of the essence in this agreement. The failure of either party to require strict performance of any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

9. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

10. The parties hereto 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 Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

APPLICANT:
GRANITE GATE RETIREMENT COMMUNITY, LLC

DATED this _____ day of _____, 2008.

By: _____

CITY OF PRESCOTT:

DATED this _____ day of _____, 2008.

JACK D. WILSON
Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

STATE OF ARIZONA)
)ss.
COUTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by x _____, the _____ of Granite Gate Retirement Community, LLC, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

[Seal]

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

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

_____)
[Seal]

_____)
Notary Public

V-A

M
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M

COUNCIL AGENDA MEMO – 11/25/2008

DEPARTMENT: City Council

AGENDA ITEM: Re-election of members to the City of Prescott Industrial Development Authority

Approved By:

Date:

Council Appointment Committee:

Mayor Wilson, Councilwoman Suttles, Councilman Luzius

11/20/2008

Finance Director: Mark Woodfill

City Manager: Steve Norwood



11/21/08

Item Summary

The terms of the following three members of the Prescott Industrial Development Authority expire this month:

William F. Fuller	Appointed 11/2005
Richard A. Jacobs	Reappointed 02/2003
Paul Madden	Reappointed 02/2003

Mr. Jacobs and Mr. Madden have both indicated to Barry Cline that they are interested in reappointment. He has been unable to contact Mr. Fuller, but believes he is also interested in reappointment. They have a meeting scheduled for the first part of next month and Mr. Cline would like to have these appointments made as soon as possible. The Council Appointment Committee recommends reappointment of these members.

Background

The Industrial Development Authority was established pursuant to A.R.S. Title 9, Chapter 11 and Title 35, Chapter 701, which authorizes IDA's and prescribes their powers, duties and procedures for cooperation with local government bodies. Resolution No. 1022 was adopted on November 11, 1974 which approved the formation of the Industrial Development Authority for the City of Prescott and the Articles of Incorporation were approved for the non-profit corporation.

The Authority consists of nine Board of Directors serving for six-year staggered terms which are elected by the Mayor and Council. The purpose of the Authority is to assist the City of Prescott in the development and financing of industry within its corporate limits.

Recommended Action: MOVE to accept Council Appointment Committee recommendation to re-elect William F. Fuller, Richard A. Jacobs and Paul Madden to the City of Prescott Industrial Development Authority, terms to expire November 2014.

V-B

COUNCIL AGENDA MEMO – November 25, 2008

DEPARTMENT: Economic Development

AGENDA ITEM: Agreement for Services with Prescott Area Arts and Humanities Council

Approved By:

Date:

Department Head: Jane Bristol <i>JB</i>	11/19/08
Finance Director:	
City Manager: Steve Norwood <i>SNorwood</i>	11/20/08

CONTRACT AMENDMENT

PAAHC had requested that the contract description for a “non-profit entity” be amended to include 501(c)(6) designation in addition to the 501(c)(3). Mayor Wilson and others questioned the appropriateness of the change.

Upon further review, staff agrees that a 501(c)(6) designation is not appropriate for a non-profit entity. PAAHC agreed to withdraw their request and the attached contract reflects that change in Footnote 1, Page 1.

In addition, the contract now includes Exhibits A and B.

FUNDING

PAAHC is funded through the Bed Tax Fund based on collections in the prior fiscal year. Arts funding has been budgeted at \$51,054 for FY09, which is 7.5% of total bed tax collected.

A request for funding specific arts projects will be made in 2009 after the PAAHC grant application process is complete.

Recommended Action: Approve Agreement for Services with Prescott Area Arts and Humanities Council for a period of one-year from July 30, 2008, with the potential for renewal for two additional one-year periods.

AGREEMENT FOR SERVICES

**City Of Prescott
and
Prescott Area Arts and Humanities Council**

Agreement made by and between the City of Prescott (COP), a municipal corporation with offices at 201 S. Cortez Street, Prescott, Yavapai County, Arizona, and the Prescott Area Arts and Humanities Council, Inc. (PAAHC), an Arizona non-profit corporation, mailing address: Prescott Area Arts and Humanities Council, P. O. Box 2292, Prescott, AZ 86302, effective as of the date written below.

RECITALS

- A. City of Prescott seeks the services of a non-profit¹ entity to increase the cultural profile of Prescott by supporting Prescott non-profit arts and humanities organizations in their producing programs²; by stimulating public and private support for arts and cultural endeavors in Prescott; by promoting and preserving Prescott's uniquely diverse arts and cultural communities and organizations; by increasing opportunities for all Prescott residents to experience arts and culture in a meaningful way; by utilizing and developing existing artistic and cultural expertise in the community; by increasing opportunities for educational experiences in the arts of Prescott students; and by managing a granting program that distributes available City funding to arts and cultural activities that meet these goals; and,
- B. PAAHC is a local arts and cultural agency dedicated to promoting, supporting, coordinating, developing and advocating arts and humanities organizations and programs in the Prescott area for the public benefit. As a public agency with representation by the leadership of a major portion of the arts and cultural community in the Prescott area, PAAHC is able to and offers to provide he services required by COP.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, COP and PAAHC agree as follows:

1 SERVICES TO BE PERFORMED BY PAAHC

- 1.1 Build support for the arts, culture, and humanities in the community of Prescott;
- 1.2 Serve as a coordinating agency for arts, cultural and humanities programs in the Prescott area, and provide a free arts and culture calendar on the internet for Prescott residents and visitors to the area;
- 1.3 Expand Prescott's role as a center for arts and culture while meeting the needs of the Prescott area, and expand Prescott's role as a cultural destination, collaborating with the Prescott Area Coalition for Tourism;

¹ Non profit as determined by federal registration under the 501(c)(3).

² Programs may be construed to result in the creation of an object.

- 1.4 Promote recognition of COP's role in providing funding to arts and cultural organizations and activities in the community.
- 1.5 Coordinate its activities with community, state and federal long-range plans of the Arizona Commission on the Arts, the National Endowment for the Arts, and the Arizona Arts Education Plan.
- 1.6 Provide technical assistance and guidance in management of arts and cultural organizations, individuals or groups, as requested by these entities and with the approval of the PAAHC Board of Directors;
- 1.7 Make grants of available City funds to performing and/or cultural arts entities in accordance with the criteria and procedures set forth in Exhibit A, and criteria as adopted by the City Council. In order to do this:
 - 1.7.1 PAAHC will appoint a five-person review panel composed of Prescott residents, leaders in the local arts community, and local businesspersons, with one member appointed by the Prescott City Mayor, which will review each funding request according to the criteria in Exhibit A, and criteria as adopted by City Council, and using the proposal ranking system similar to that in Exhibit B.
 - 1.7.2 PAAHC will present allocations approved by its Board of Directors to COP, providing written justification for all recommendations.
 - 1.7.3 PAAHC will be responsible for notifying organizations of reporting requirements and payment schedules and for enforcing these requirements. PAAHC shall ensure that it and all grantees operate within the guidelines set forth in the COP's policy on arts funding.
 - 1.7.4 PAAHC will disburse approved allocations and otherwise administer all funds covered by this agreement, monitoring funded programs and finances, and will submit an annual report to COP on the status of these programs no later than July 30, 2009.
 - 1.7.5 PAAHC will ensure that each funded program properly recognizes COP and PAAHC as sponsors.
- 1.8 PAAHC will provide the following deliverables:
 - 1.8.1 Request for proposals document.
 - 1.8.2 Service Contract between PAAHC and funded organizations.
 - 1.8.3 Recommendations for funding (organization, amount requested, amount recommended, project description and other pertinent information).
 - 1.8.4 Rating or evaluation form used in scoring applicant proposals.

- 1.9 Insurance certificate for each funded organization, with COP and PAAHC named as additional insured, in an amount of not less than one million dollars (\$1,000,000).

2 COMPENSATION

- 2.1 PAAHC shall make every possible effort to obtain funding from sources other than COP, including financial participation agreements with other governments and government agencies, grants, donations, and any other sources of funding as may become part of the annual budget.
- 2.2 COP will pay five hundred dollars (\$500) to PAAHC as support to PAAHC, which will be paid to PAAHC in one payment no later than December 1, 2008.
- 2.3 Funds remitted to PAAHC by COP and which remain in PAAHC's possession at the end of the term of this Agreement will either be refunded to COP within fifteen (15) days after termination of the Agreement or carried over to the next year's funding cycle; however, the \$500 for PAAHC's administrative expenses shall be retained by PAAHC.

3 ACCOUNTABILITY

- 3.1 PAAHC shall submit to COP a financial statement detailing all of its revenues and expenditures no later than July 30 of each year during the term of this Agreement or any extensions thereof. This report shall be in a manner approved by COP.
- 3.2 PAAHC shall establish and maintain an accounting system which will comply with generally accepted accounting principals.
- 3.3 COP may withhold or nullify, in its sole discretion, in whole or in part, the appropriated funds as may be necessary for the following reasons:
- 3.4 Services not rendered, as revealed by investigation by COP; or
- 3.5 Failure to supply information or reports as requested by COP in a timely and reasonable fashion; or
- 3.6 Non-compliance with agreed upon disbursement documentation, accounting procedures, and performance; or
- 3.7 Failure of PAAHC to make payments, disbursements or grants to subcontractors or grant recipients.

4 GENERAL PROVISIONS

- 4.1 This agreement shall be effective upon approval of this Agreement by the City Council, and shall continue in force until July 30, 2009. This Agreement may be renewed under the same terms and conditions of this Agreement upon the mutual

consent of the parties for two additional one-year periods. Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause.

- 4.2 Pursuant to A.R.S. Section 38-511, the City may cancel this agreement without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract 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 Contract 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, negotiation, securing, drafting or creating this agreement on behalf of the City from any other party to the agreement, arising as a result of the agreement.
- 4.3 Any notices to be given by either party to the other must be in writing and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

City of Prescott
City Manager
P. O. Box 2059
Prescott, AZ 86302

With copies to:

City of Prescott
Budget and Finance Director
P. O. Box 2059
Prescott, AZ 86302

PAAHC President
110 S. Montezuma Street, Suite H
Prescott, AZ 86303

- 4.4 It is expressly agreed and understood by and between the parties that PAAHC is an independent contractor, and as such PAAHC shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in the Compensation Section of the Contract. As an independent contractor, PAAHC 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 Contract, or as a result of its employment of a business manager. As an independent contractor, PAAHC further agrees 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. The parties expressly acknowledge that

provisions of this Paragraph shall also be binding upon PAAHC's business manager, and that PAAHC shall include this paragraph in any employment contract or contracts into which it enters.

- 4.5 This Agreement is non-assignable by PAAHC.
- 4.6 This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
- 4.7 This Agreement shall be construed under the laws of the State of Arizona.
- 4.8 This Agreement represents the entire and integrated Agreement between the City and PAAHC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and PAAHC. 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.
- 4.9 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.
- 4.10 PAAHC hereby agrees to indemnify and hold harmless the City, its departments, and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of PAAHC's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of PAAHC or its agents. PAAHC further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which PAAHC has or may have against the City, its agents or employees, arising out of or in any way connected with PAAHC's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
- 4.11 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 ARS Section 20-217, a copy of which certificate is to be attached to each applicable policy or binder.
- 4.12 PAAHC, with regard to the work performed by it after award and during its performance of the 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. PAAHC 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, and Executive Orders 99-4 and 2000-4.

4.13 The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. 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 Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. PAAHC further agrees that this provision shall be contained in all contracts for funding entered into pursuant to this Agreement.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

DATED this ____ day of _____, 2008.

PRESCOTT AREA ARTS AND HUMANITIES COUNCIL

By: _____
Name: _____
Title: _____



**CITY OF PRESCOTT
CULTURAL/PERFORMING ARTS
GRANT AWARDS
2009
THE PROCESS**

How will PAAHC make the determination for which programs receive funding?

All applications received by PAAHC will be turned over to a Grant Review Panel. The Panel will be made up of five leaders in the arts and business community: one appointed by the Mayor and four appointed by PAAHC.

Panelists will read all applications in advance and then attend a Panelists' meeting. At the Panelists meeting, all grants will be reviewed and discussed with the full Panel present. PAAHC will moderate the discussion, but will not lead Panelists either for or against any proposal. Panelists who might have a conflict of interest will be asked to recuse themselves and will not participate in the discussion of nor the voting on those applications.

This meeting will be open to the public, but does not allow for public comment. Applicants and/or staff may attend and may be questioned during the review process. Anyone attempting to influence Panelist during the meeting will be asked to leave.

After discussion of each application, Panelists will be directed to rank the application on a ranking sheet provided by PAAHC. Applications will be ranked separately for each of the four criteria, as listed in the Funding Criteria page.

Following the Panelists meeting, PAAHC will tally all rankings for the application and order them highest to lowest. Available funding will be applied to each request based on the rankings. Some of the winning applicants will receive more funding than other winning applicants, if their ranking was higher.

PAAHC will then present the panelists recommendations (approved by its Board of Directors) to the City of Prescott, providing written justification for all recommendations. Those recommendations will go before City Council during a regularly scheduled Study Session and Voting Session.

Once approved by the Prescott City Council and funding is received by PAAHC's Treasurer, grant awards will be publicly announced and funds made available to recipients within 45 days from Council approval.

**CITY OF PRESCOTT
CULTURAL/PERFORMING ARTS
GRANT AWARDS
2009**

APPLICATION CRITERIA

The City of Prescott wishes to sponsor and share expenses for cultural events and programs when the programs contribute to overall community value. The Prescott Area Arts & Humanities Council (PAAHC) has been designated as the organization to oversee allocation of the funds available through this program. Questions concerning this program may be directed to Deborah Thurston at (928) 848-0303 or by email at echodesignz@gmail.com or the Grant Committee Chair, Elisabeth Ruffner at (928) 445-5644 or by email at elisabeth19@aol.com.

Refer to the requirements below and the Funding Criteria to determine if you are eligible or likely to receive funding.

Eligibility Requirements

- Applications must be completed in full and postmarked on or before January 15, 2009. All applications must be submitted to PAAHC, P.O. Box 2292 Prescott, Arizona 86302-2292. Applications delivered or postmarked later than January 15, 2009 will not be considered for funding.
- Complete applications include a signed application form, two- to four-page narrative, program budget, resume of Director, list of Board of Directors (if any), and proof of non-profit status. An original and seven (7) copies should be sent to PAAHC.
- Primary consideration shall be given to applicants with clear purpose and function which designate it as an arts, cultural, or humanities organization which provides a public benefit to the community of Prescott. On occasion, PAAHC may consider funding requests for cultural events produced by entities that cannot be characterized as arts, cultural, or humanities based.
- The program for which the applicant is seeking funding must take place within the city limits of Prescott, Arizona.
- The applicant is required to provide liability insurance coverage in the amount of not less than \$1,000,000 before receiving any funds and must name PAAHC and the City of Prescott as additional insured.
- Applicants who receive funding must submit a final report form within 60 days of the end of the funded program.
- **Program dates must completed no later than June 30th, 2010.**
- Applicants who receive funding must include PAAHC and the City of Prescott endorsement (logo) on all printed promotional materials.

**CITY OF PRESCOTT
CULTURAL/PERFORMING ARTS
GRANT AWARDS
2009**

APPLICATION CHECKLIST

Use this form as a guide to make sure that you've included all necessary documentation in your request.

- Application form (provided by PAAHC), filled out and signed.
- Four-page maximum typed narrative, responding to criteria.
- Budget that lists line-item expenses and income for the program.
- Resume of Program Director.
- List of Board of Directors, (if applicable), community affiliations and phone numbers.
- Proof of non-profit status
- Format: Do not bind or place in folder. Clip or rubber band application with related documents.
- Send one original and 7 copies of your grant proposal when submitting.
- **Deliver or mail all documents (postmarked by January 15, 2009) to:**

PAAHC
c/o C.O.P. Grants
P.O. Box 2292
Prescott, Arizona 86302-2292

**CITY OF PRESCOTT
CULTURAL/PERFORMING ARTS
GRANT AWARDS
2009**

APPLICATION FORM

Applications which do not follow the guidelines stated will not be submitted for Panel review. Submit one (1) original and seven (7) copies of application and all attachments by January 15, 2009 (postmarked by 5:00 pm) by mail only to PAAHC c/o C.O.P. Grants, P.O. Box 2292 Prescott, Arizona 86302-2292.

1. APPLICANT INFORMATION

Applicant Organization _____
Contact Person _____ Title _____
Mailing Address _____
City/State _____ Zip Code _____
Website _____ Email _____
Contact Phone # _____ Fax _____
Organization Federal Tax ID# _____

2. FUNDING REQUEST

Program Name _____
Program Beginning Date _____ Program Ending Date _____
Amount Requested _____

3. CERTIFICATION

We understand that failure to respond to any of the items requested in this application may seriously hinder its consideration. We certify that we are committed to the completion of the proposed project in compliance with legal requirements and granting procedures. We certify that, should our organization be chosen for funding, we will comply with the guidelines and requirements in the application. We certify that the information contained in this application, including attachments and supporting materials is true and correct to the best of our knowledge.

Authorizing Official _____ Title _____
(This is the person who is legally able to obligate the applicant)

Authorizing Official's Signature _____ Date _____

Program Director _____

Program Director's Signature _____ Date _____

**CITY OF PRESCOTT
CULTURAL/PERFORMING ARTS
GRANT AWARDS
2009**

FUNDING CRITERIA

Well-written applications will address each of the four criteria in the order listed below. Applicants may use 8 ½ x 11 single-sided typed pages with a font size no smaller than 12 point with a one inch border to respond to the following criteria in a narrative. Requested attachments include the application form, resume of the person responsible for the program, list of Board of Directors (if any), budget form, and proof of non-profit status. No other documents should be included.

Funding Criteria:

Artistic or creative quality of the program (one page)

- Describe the event and list dates, times, and locations.
- Include the mission statement of the organization or individual.
- What are the artistic or cultural goals of the event?

Program's ability to serve the needs of the Prescott Community (one page)

- What is the event's primary target audience?
- Is the event supported by volunteers and experts in the field?
- Show outreach or requests for community participation in the event.
- Show any collaboration with other local organizations and schools.

Appropriateness of budget; effective management; history (one page – not including budget)

- Provide a separate page detailed of the budget for expenses and income for the program
- How will the applicant use the funds requested?
- Include a narrative that briefly explains key points in the budget.
- List the person responsible for production of the program and additional staff.
- Attach resume for the person responsible for the production of the program.
- List of Board of Directors, their community affiliations, and contact info.
- Explain how the organization evaluates the effectiveness of the event.
- Briefly state the history of the event and of the organization in producing events.

Tourism impact on the community of Prescott (one page)

- What are the organization's promotional strategies?
- Document any event spectator data from previous years.
- Document any data tracking where spectators come from to attend the event.
- Does the event encourage overnight visitation?

V-C

COUNCIL UPDATE – November 25, 2008

DEPARTMENT: Community Development - Planning	
AGENDA ITEM: GP08-004 Major General Plan Amendment - West Airport Area totaling 2600 acres. Owner: Deep Well Ranches, AZ State Land and Ty Myers. Agent: City of Prescott, 201 S. Cortez, Prescott, AZ 86302.	
Approved By:	Date:
Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood <i>SNorwood</i>	<i>11/20/08</i>

INFORMATION REGARDING PUBLIC NOTIFICATION:

- Notices were mailed to 1236 homes near the amendment area which included adjacent subdivisions in the County and within the City.
- Two separate display ads were published in the Daily Courier newspaper.
- The area was posted in accordance with LDC requirements. In all, eight 14" x 22" postings were made including the access lanes of Pinon Oaks.
- Also, two 4-feet by 8-feet public hearing notice signs were posted along Willow Creek Road and along Highway 89 with very large lettering readable by passing motorists.
- An area meeting was held at City Hall on September 24th.
- The City website has been updated to include presentational information under the "Spotlight" General Plan Revision banner.
- Two public hearings have been conducted by the Planning and Zoning Commission on October 2nd and October 9th.
- Two public hearings have been conducted by the Prescott City Council on November 4th and November 18th.

Written comments have been received expressing concerns regarding density, open space and traffic issues. Fifty to sixty phone calls and walk-in inquiries have been received (generally requesting information only). Additional concerns regarding density, open space and traffic issues have been provided by the public during the area meeting held at City Hall on September 24th. Throughout this process, the public has been urged to view presentational information provided on the City website under the spotlighted General Plan Revision banner.

PLANNING AND ZONING COMMISSION AND PRESCOTT CITY COUNCIL:

The P&Z Commission met at its regularly scheduled meeting on September 24th to study the proposal, and then met for two Public Hearings on October 2nd and October 9th. The discussion included density, open space, traffic issues, and the possibility of future annexation requests for this area. The public was present at both Commission hearings and provided comments for discussion. The P&Z Commission recommended to approve the application by a vote of 5-0, with Commissioner Petrovsky and Commissioner Scamardo not in attendance.

The Council heard this item at its regularly scheduled meeting on November 4, 2008. The discussion mainly included density and open space. The Council elected to continue the public hearing until November 18, 2008. After further public comment regarding density issues, the Council requested that public hearing be continued until November 25, 2008.

Planning & Zoning Commission Recommendation: MOVE to adopt Resolution No. 3921-0927.

RESOLUTION NO. 3921-0927

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP TO REFLECT THE LIKELY FUTURE LAND USES OF APPROXIMATELY 2600 ACRES WEST OF THE PRESCOTT AIRPORT LOVE FIELD

RECITALS:

WHEREAS, the City of Prescott has requested an amendment to the General Plan Land Use Map pertaining to property located west of the Prescott Airport Love Field to depict likely future land uses and for infrastructure analysis in preparation for future annexation; and,

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held public hearings regarding said General Plan Land Use Map Amendment, subject to certain conditions; and,

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to amend the General Plan Land Use Map pertaining to said properties; and,

WHEREAS, the requirements of the 2003 Prescott General Plan ratified on May 18, 2004, ARS Section 9-461.11, and Resolution No. 3678 have been complied with.

ENACTMENTS:

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

SECTION 1. That the General Plan Map be amended to reflect the various designations as shown on the attached map entitled "General Plan Land Use Map (West Airport Area Major Amendment)".

SECTION 2. That the Mayor and staff are hereby authorized to take all such steps as may be necessary to effectuate said "General Plan Land Use Map (West Airport Area Major Amendment)".

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 25th day of November, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

Planning & Zoning Commission Recommendation: Move to adopt Resolution No. _____ amending the City of Prescott General Plan Land Use Map. There are no conditions associated with this request.

