



PRESCOTT CITY COUNCIL JOINT STUDY SESSION/ SPECIAL MEETING AGENDA

**PRESCOTT CITY COUNCIL
JOINT STUDY SESSION/SPECIAL MEETING
TUESDAY, APRIL 7, 2009
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 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:** Reverend Julia McKenna, Spiritual Architect
- ◆ **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**

STUDY SESSION

I. PROCLAMATION

- A. *April 2009 – Substance Abuse Awareness Month*
- B. *April 2009 – Fair Housing Month*
- C. *April 11, 2009 – Arizona Submarine Veterans Day*
- D. *April 18, 2009 – Earth Day*

II. PRESENTATION – (PUBLIC COMMENT)

- A. Presentation by Prescott Creeks regarding the upcoming Granite Creek Cleanup.
- B. Gary Hudder re Granite Dells Parkway (Side Road) Traffic Interchange project.

III. DISCUSSION ITEMS

- A. Approval of completion of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, requesting funds to hire four entry-level police officer positions under the COPS Hiring Recovery Program.
- B. Approval of completion of a grant application and adoption of Resolution No. 3949-0955 to accept US Department of Justice, Bureau of Justice Assistance (BJA), grant funds in the amount of \$84,057.00.
- C. Award of a three-party architectural services contract between the City of Prescott, Otwell Associates Architects and the Elks Opera House Foundation for historic restorations to the Elks Opera House with the City managing the contract and improvements and the Elks Opera House Foundation paying all costs.
- D. Approval of Preliminary Plat for Granite Dells Estates Commercial Planned Area Development, comprising approximately 206 acres located south of State Route 89A and east of Peavine Trail, PP09-001, Owner is Granite Dells Estates Properties, Inc., Mike Fann; Agent is Lyon Engineering, APN's 103-04-001L, 001M, 001Q, 002A, 003B, 009B, 009C.
- E. Approval of a professional services contract with Black & Veatch for engineering services for the Airport and Sundog Wastewater Treatment Plants Master Plan for Capacity, Technology, and Improvement Projects in an amount not to exceed \$1,167,908.00.
- F. Adoption of Ordinance No. 4695-0938 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, ordering and calling a Special Election to be held on September 1, 2009, to vote on municipal measures.
- G. Adoption of Resolution No. 3948-0954 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, adopting a Council policy regarding contracts with the City by public officers and employees of the City.

- H. Discussion of Potential Council Policy regarding a requirement that members of City Boards/Commissions/Committees be residents of the City of Prescott.
- I. Approval of the Minutes of the Prescott City Council Joint Study Session/ Special Meeting of March 17, 2009 and the Regular Voting Meeting of March 24, 2009.
- J. Selection of items to be placed on the Regular Voting Meeting Agenda of April 14, 2009.

IV. ADJOURNMENT

SPECIAL MEETING

- I. Call to Order.
- II. Recess into Executive Session.
- III. EXECUTIVE SESSION
 - A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. 38-431.03(A)(3).
 - 1. New Granite Dells Parkway (Side Road) Traffic Interchange project.
- IV. 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

PROCLAMATION

“SUBSTANCE ABUSE AWARENESS MONTH”

APRIL 2009

WHEREAS, few citizens of the City of Prescott are unaffected by substance abuse; and

WHEREAS, substance abuse is directly associated with crimes against persons and property, domestic violence, physical illness, child abuse, economic loss, destruction of families, driving while impaired and drug-related vehicular collisions; and

WHEREAS, the resources and capacity of the courts and detention system, hospital emergency rooms and providers of behavioral health services are severely stretched by the proliferation of methamphetamine, illegal drugs and abuse of other substances such as prescription drugs within the City of Prescott; and

WHEREAS, the City of Prescott has united against methamphetamine, illegal drugs, prescription drugs and alcohol abuse to form MATForce, the Yavapai County Substance Abuse Coalition; and

WHEREAS, MATForce views substance abuse as a community problem that is best addressed through a variety of strategies that bring together education, treatment and criminal justice resources in a coordinated, individualized approach; and

WHEREAS, MATForce has declared April 2009 as “Substance Abuse Awareness Month” to heighten public awareness of the dangers of substance abuse and of available treatment options.

THEREFORE, the City of Prescott proclaims the month of April 2009 as Substance Abuse Awareness Month.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 7th day April 2009.



JACK.D. WILSON, MAYOR
City of Prescott

ATTEST:

PROCLAMATION

"FAIR HOUSING MONTH" April 2009

WHEREAS, The Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act, and the Fair Housing Amendments Act of 1988 prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familial status or national origin; and

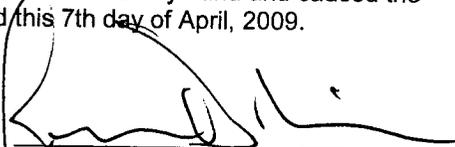
WHEREAS, the 1986 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States.

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

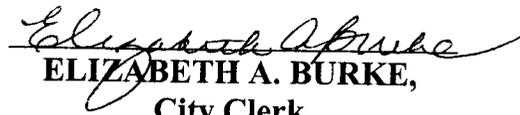
"FAIR HOUSING MONTH"

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott, to be affixed this 7th day of April, 2009.



JACK.D. WILSON,
Mayor

ATTEST:



ELIZABETH A. BURKE,
City Clerk



PROCLAMATION
“Arizona Submarine Veterans Day”
April 11, 2009

Whereas, the United States Submarine Force was founded on April 11, 1900 with the purchase of the USS Holland; and

Whereas, during World War II, the submarine force destroyed 1,314 enemy ships, accounting for 55% of the enemy ships lost in World War II; and

Whereas, 16,000 brave submariners served the United States during World War II, and seven were awarded the Congressional Medal of Honor; and

Whereas, from 1948 to 1955 the submarine force developed an industrial base in new technologies, pioneered new materials, designed and built a prototype reactor, established a training program, and took to sea the world's first nuclear powered ship, the submarine USS Nautilus, SSN 571; and

Whereas, the submarine force has contributed greatly to the success of the Cold War with extended operations worldwide including the Arctic. These operations have encompassed as much as 300 days submerged during a single year. The submarine support of land based troops anywhere in the world has been demonstrated many times including the Gulf Wars, Afghanistan and Iraq where 1/3rd of the Tomahawk missiles launched came from submarines; and

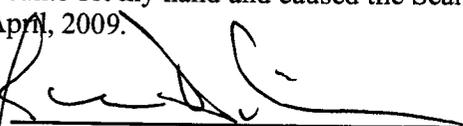
Whereas, on April 11, 2009, the United States Submarine Service will celebrate its 109th Anniversary and will pay tribute to the strength, service and sacrifice of all those who serve in our nations submarine force;

Now Therefore Be It Proclaimed by the City Council of Prescott, in regular session this 7th Day of April 2009, as follows:

1. In recognition of the contributions made by all Prescott Submarine Veterans to our country and community, the City Council hereby proclaims April 11, 2009, be designated as “Prescott Submarine Veterans Day”.
2. The City Council urges all citizens to reflect upon this special day and to fully appreciate the freedom we now enjoy by remembering and honoring our brave veterans and submariners of the past, and especially those that are now in harms way today safeguarding our freedoms in the remote oceans of the world.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 7th day of April, 2009.




JACK D. WILSON, MAYOR
City of Prescott

ATTEST:

PROCLAMATION

"EARTH DAY"

April 18, 2009

WHEREAS, a sound natural environment is the foundation of a healthy society and a robust economy; and

WHEREAS, human activities around the globe are causing severe environmental damage that threaten human health and our planet's ability to sustain a diverse community of life; and

WHEREAS, the knowledge of ways to live in harmony with our environment and methods and technologies to accomplish this end already exist; and

WHEREAS, local communities can do much to reverse environmental degradation and contribute to building a healthy society by addressing issues such as energy use, transportation, waste prevention and sprawl; and

WHEREAS, the turn of the millennium is a symbolic time in which to accomplish dramatic change in our relationship to the environment; and

WHEREAS, Earth Day 2009 offers an unprecedented opportunity to commit to building a healthy planet, flourishing communities and empowered citizens; and

WHEREAS, the City of Prescott recognizes April 18, 2009 as "Earth Day" and commits itself to undertaking programs and honoring projects that enhance the community's natural environment.

NOW THEREFORE, I, Jack D. Wilson, Mayor of the City of Prescott, Arizona, do hereby proclaim April 18, 2009 as "Earth Day" to celebrate the Earth and commit to building a sustainable society.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 7th day of April, 2009.



[Handwritten Signature]

JACK D. WILSON, MAYOR
City of Prescott

ATTEST:

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

COUNCIL AGENDA MEMO – April 7 & 14, 2009
DEPARTMENT: POLICE
AGENDA ITEM: Recommendation for Council to approve completion of a grant application seeking funds for the hiring of four (4) entry-level police officer positions under the COPS Hiring Recovery Program.

Approved By:	Date:
Department Head: Randy Oaks	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	03/30/09

Summary:

The Prescott Police Department requests approval to seek COPS Hiring Recovery Program (CHRP) funding to facilitate hiring of four entry-level sworn law enforcement officers. Application deadline is April 14, 2009.

Background:

On March 16, 2009, The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), began solicitation for applications regarding funding awards under the COPS Hiring Recovery Program.

The purpose of these grant awards are to facilitate hiring of career law enforcement officers in an overall effort to create and preserve jobs. The impact of these awards would also increase the Prescott Police Department's community policing capabilities and crime prevention efforts.

The Police Department will seek four sworn officer positions from this program to replace our current budgeted, but vacant positions. If awarded, grant funds will cover 100 percent of the approved entry-level salary and fringe benefits for each hired officer over a three-year period, resulting in a total award of \$874,304. Upon completion of the initial three-year period, the City would be required to continue funding the four positions for an additional 12 months.

Financial Impact:

During the initial 3-year period, the City would only be responsible for any additional costs incurred by hiring individuals above entry-level. Anticipated total salary and fringe benefit costs for the four positions during the fourth year would be \$303,176.

Recommended Action: MOVE to approve completion of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, requesting funds to hire four entry-level police officer positions under the COPS Hiring Recovery Program.
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COUNCIL AGENDA MEMO – April 7 & 14, 2009	
DEPARTMENT: POLICE	
AGENDA ITEM: Recommendation for Council to approve completion of a grant application and adopt a resolution to accept U.S. Department of Justice, Bureau of Justice Assistance (BJA), grant funds in amount of \$84,057 for the purchase of equipment that will enhance law enforcement programs.	

Approved By:	Date:
Department Head: Randy Oaks	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>04/02/09</i>

Summary:

The Prescott Police Department requests approval to submit an application and accept \$84,057 in grant funding from the U.S. Department of Justice, Bureau of Justice Assistance.

Background:

On March 6, 2009, the Prescott Police Department received notification that the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, had allocated Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the amount of 84,057 to the Prescott Police Department.

The funds are allocated to support components of the criminal justice system, and can be used for training and personnel costs, as well as purchasing supplies and equipment that will improve or enhance law enforcement programs. Additionally, allocated funds may be expended over a period of four grant period years.

Through these grant funds, the Prescott Police Department proposes to purchase the items listed below. Each will significantly enhance the Department's crime prevention and criminal investigation capabilities.

- Six (6) Mobile Digital Computers with Modems – Immediate impact will be recognized through the lessening work loads of the Regional Communications Center, enabling dispatchers and call takers more time to regulate emergency calls for service. Computers will also allow officers to be more proactive while on routine patrol by providing them the ability to run record checks from their patrol vehicle.
- One (1) Automated License Plate Reader – Will immediately enhance enforcement efforts toward stolen vehicle identification, identification of wanted felons, surveillance, and criminal investigation. Will provide our Department the ability to gather large amounts of vehicle data to assist all facets of criminal investigations.
- Five (5) SWAT Tactical Vests – The Prescott Police Department's SWAT officers currently have four vests with expired ballistic panels and one that will expire within

AGENDA ITEM: Recommendation for Council to approve completion of a grant application and adopt a resolution to accept U.S. Department of Justice, Bureau of Justice Assistance (BJA), grant funds in amount of \$84,057 for the purchase of equipment that will enhance law enforcement programs.

the next year. The expenditure required to purchase five new vests are required to insure SWAT officer safety, as well as providing the offices with the ability to carry necessary protective equipment.

- One (1) Motion Activated Surveillance Device – This device will provide the Department the ability to track and record criminal activity in high crime areas. The device will be used to deter vandalism, graffiti, illegal dumping, theft, trespassing, burglary, and criminal damage. Additionally, apprehension and prosecution of crime suspects, as well as evidence gathering, will be enhanced by this device.
- One (1) Birddog Quick Install GPS Tracking Device – This device, when attached to a vehicle, uses GPS satellites to track in real-time the movements and location of a targeted vehicle. When provided by law, this will allow the Department to proactively track individuals suspected of committing particular crimes, while also greatly reducing the staffing hours currently necessary for comprehensive surveillance.
- One (1) Body Wire – Current body wire owned by the Prescott Police Department is over 20-years old, has limited reception range, and does not have video capability. When provided by law, the new device will provide necessary audio and video evidence to enhance prosecution of crimes in those instances when monitoring of individual conversations are an element of an investigation.

Financial Impact:

There are no requirements for local matching funds associated with this grant award. Consequently, there would be no initial fiscal impact to the City. However, the Birddog tracking device and the mobile digital computers require continuing cell service at the ongoing rate.

Recommended Action: MOVE to approve completion of a grant application and adopt Resolution No. 3949-0955.

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COUNCIL AGENDA MEMO – April 7 & 14, 2009	
DEPARTMENT: Administrative Services – Elks Opera House	
AGENDA ITEM: Award of a three party architectural services contract with the City, Otwell Associates Architects and the Elks Opera House Foundation for historic restorations to the Elks Opera House.	

Approved By:	Date:
Department Head: Mic Fenech, Administrative Services	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>03/31/09</i>

ITEM SUMMARY

This Council presentation is to familiarize Council with the history of renovations and restorations at the Elks Opera House, introduce this phase of restoration, and request that Council authorize the City to enter into an architectural services contract with Otwell Associates Architects and the Elks Opera House Foundation for historic restorations and renovations to the Elks Opera House. Although no city funds will be used for these architectural services, state statute requires City Council approval for professional services and any improvement to municipal buildings. The City will manage the architectural services contract and procurement process and the Elks Opera House Foundation will pay the entire Architectural cost from privately raised funds.

BACKGROUND

The Building

The Elks Opera House was originally built in 1905. The Elks Opera House is owned by the City of Prescott, however, approximately one-half of the Elk’s building is owned by Prescott Elks Building, LLC, and occupied by a number of business tenants.

Through the years, additions various restorations, and repairs have destroyed or covered up elements of the original Opera House. This phase of restoration and renovations is meant to restore many elements to the original 1905-1925 era.

In addition to historically correct restoration, this project also adds renovations such as new theater seating, digital stage lighting, and in an additional phase, an automatic fire sprinkler system and front marquee.

The Architect

Otwell Associates Architects is a local Prescott firm who has specialized in historic restorations in Prescott and throughout Arizona, (Resume attached).

AGENDA ITEM: Award of an architectural services contract with Otwell Associates Architects and the Elks Opera House Foundation for historic restorations to the Elks Opera House

The selection of Otwell Associates Architects as the most qualified local architect is based on his strong local historical restoration experience and previous experience with the Elks Opera House. Otwell is the unanimous choice of the Board of Directors of the Elks Opera House Foundation and City staff who was involved in the selection. This selection is in accordance with Arizona Revised Statutes, 34-103, Direct Select, and the City's Procurement Code.

FINANCIAL PLAN

The Elks Opera House is owned and managed by the City. A Memorandum of Understanding between the City and the non-profit Elks Opera House Foundation encourages the Foundation to develop ways to minimize the City's financial liability associated with the restoration of the building.

The Foundation is the recipient of a generous gift by the James Family Trust in the amount of \$1 million. Combined with other donated funds, the Foundation anticipates spending \$1.35 million on Elks restoration construction and architectural fees.

ACTION PLAN

The Elks Opera House will "go dark" (close) for restoration on July 1, 2009, and reopen Feb 21, 2010 in time for the 105th anniversary.

It is our intent to present the restoration plans to the Preservation Commission on April 10, and complete the architectural plans for building permits as soon as possible.

We will soon publish a Request for Qualifications (RFQ) for the Construction Manager at Risk procurement method and establish a Selection Committee to choose the most qualified general contractor using the Construction Manager at Risk (CM@R) process.

The resulting construction contract will be presented to the City and the Elks Opera House Foundation with a Guaranteed Maximum Price which will have been negotiated to be within available funding.

All restoration construction will be in strict accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Places.

Recommended Action: **MOVE** to authorize the City to enter into an architectural services contract with Otwell Associates Architects and the Elks Opera House Foundation to provide restorations and renovations to the Elks Opera House with the City managing the contract and improvements and the Elks Opera House Foundation paying all costs.

OTWELL

A S S O C I A T E S

A R C H I T E C T S

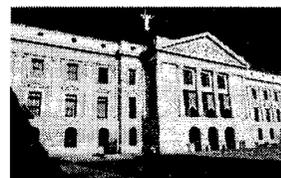
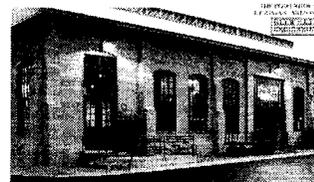
Otwell Associates Architects has been specializing in historic preservation services since 1979. As architects and preservation consultants, we have been responsible for most of the rehabilitation projects in Prescott, and we currently have projects in Kingman, Globe, Casa Grande and Prescott. Some of these projects are being undertaken as part of our contract with the state of Arizona Main Street Program.

The enclosed partial client list is provided to demonstrate the wide range of preservation services we provide. The range includes historic structure reports, research, as found drawings, photo documentation, National Register nominations, and extensive experience with rehabilitation projects. Some of these projects have received local and statewide recognition and many have been certified by the Department of Interior as Tax Act Projects. The following examples illustrate the type of services we are experienced in providing.

OTWELL ASSOCIATES ARCHITECTS SELECTED HISTORICAL PROJECTS

RESTORATION AND REHABILITATION

1. The Knights of Pythias Building in Prescott, 1894. A Rehabilitation for an Art Gallery and Studio. Completion: Scheduled for spring 2009.
2. 2002 Arizona Preservation Award for rehabilitation of the Kingman Powerhouse. Built in 1906, it was rehabilitated over a five year – three phase project by Otwell Associates. It is now the Kingman Visitor Center and the Route 66 Museum.
3. Rehabilitation of the Arizona State Capital Building. A joint venture project with TRK Architects. Completed for the Centennial Celebration in 2001.
4. Burlington Northern/Santa Fe Railroad Offices. Rehabilitation of the Flagstaff 1888 Santa Fe Freight Depot. Completed: 1998.



121 EAST GOODWIN
PRESCOTT, ARIZONA 86303-3940
PHONE (928) 445-4951
FAX (928) 778-6120

5. Flagstaff Visitors Center. Rehabilitation of the 1927 Santa Fe Passenger Depot. Completed: 1996.



6. Willard Hotel, Tucson, Arizona. Rehabilitation of a 1902 hotel for office use. Winner of the 1995 Governor's Award for Historic Preservation. Completed: 1993.

7. Gurley Street Grill, Prescott, Arizona. Rehabilitation of the historic Mulvenon Building for a restaurant. Completed: 1992.

8. Prescott Santa Fe Depot, Prescott, Arizona. Rehabilitation of the 1907 mission revival style train depot. Completed: 1989.

9. Goodwin Street, Prescott, Arizona. Rehabilitation of a 6,000 square foot 1905 rowhouse for new offices for Otwell Associates and Appraisal Consultants. Completed: May 1987.



10. Helfinstine Offices, Prescott, Arizona. Rehabilitation of a 1920's red brick structure on Grove Avenue. Completed: 1986.

11. Hassayampa Hotel, Prescott, Arizona. A certified rehabilitation project under the Economic Recovery Tax Act of 1981. Completed: 1985.



12. The Mountain Telephone and Telegraph Building. A rehabilitation and new construction to connect this structure to the Hassayampa Hotel for use as a meeting and banquet facility.

13. Dr. Warren E. Day Octagon Building, Prescott, Arizona. Rehabilitation of the first hospital in Arizona Territory. Built in 1877. Completed: 1985.

14. Santa Fe Depot, Wickenburg, Arizona. Rehabilitation of the depot with adaptive use for the Wickenburg Chamber of Commerce offices. Completed: 1984.



15. Marina Executive Center (1927 Mormon Church), Prescott, Arizona.

16. Prescott College, Prescott, Arizona. A certified rehabilitation project, partially funded by Jobs Bill, of the Sisters of Mercy Hospital Convent. Completed: 1984.

17. Hotel Vendome, Prescott, Arizona. A certified rehabilitation project under the Secretary of the Interior Guidelines for rehabilitation projects. Completed: 1983.
18. The Stork, Tucson, Arizona. A certified rehabilitation project partially funded by the Jobs Bill. A new office and retail outlet for Southwest parks and Monuments Association. Completed: 1983.
19. Palace Hotel Restaurant, Prescott, Arizona. A certified rehabilitation project under the Secretary of the Interior Guidelines. A new restaurant and restoration of the top floor of the Palace Bar, construction 1901. Completed: 1982.
20. Prescott Chamber of Commerce Building, Prescott, Arizona. Exterior restoration of the 1894 building façade and interior remodeling. Completed: 1981.
21. Elks Opera House, Prescott, Arizona. Project architect for rehabilitation of 1904, 800-seat performing arts facility, phase one, completed 1979. Phase Two: lobby rehabilitation, completed: 2003.

HISTORIC STRUCTURE AND BUILDING CONDITION ASSESSMENT REPORTS AND HISTORIC BUILDING PRESERVATION PLANS

1. Casa Grande Southern Pacific Railroad Depot, Casa Grande, Arizona. Historic Building Preservation Plan. Completed: 2009.
2. Cottage Hotel, Seligman, Arizona. Historic Building Preservation Plan. Completed: 2008.
3. Globe Depot and Freight Office, Globe, Arizona. Historic Building Preservation Plan. Completed: 2007.
4. Jordan Historical Park, Sedona, Arizona. Building Condition Assessment Report. Completed: 2007.
5. Grace Sparkes Activity Center, Prescott, Arizona. Building Condition Assessment Report. Completed: 2006.
6. Wickenburg Boetto House, Wickenburg, Arizona. Building Condition Assessment Report. Completed: 2006.



7. Yavapai County Courthouse, Prescott, Arizona. Building Condition Assessment Report. Completed: 2002.
8. Kingman Depot, Kingman, Arizona. Building Condition Assessment Report. Completed: 2001.
9. Federated Community Church, Flagstaff, Arizona. Building Condition Assessment Report, Completed: 1998.
10. Sante Fe Freight Depot, Flagstaff, Arizona. Building Condition Assessment Report. Completed: 1995.
11. Knights of Pythias Building/Herndon - Hawkins Building, Prescott, Arizona. Building Condition Assessment Report, Completed: 1993.
12. Wilson Block/Wilson Apartments, Prescott, Arizona. Historic Structure Report. Completed: 1991.

CONSULTANT AGREEMENT

WHEREAS the City of Prescott (hereinafter referred to as "City") and Elks Opera House Foundation (hereinafter referred to as "Elks Foundation") have partnered in the historic restoration and renovation of the Elks Opera House section of the building at 117 E. Gurley Street in Prescott.

WHEREAS Otwell Associates Architects (hereinafter referred to as "Consultant") has expertise in providing architectural services.

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. That Consultant shall provide those services to the City and Elks Foundation as more particularly identified in the attached Exhibit 'A' and as requested by the City's Director of Administrative Services (hereinafter referred to as the Project Director) or his designee in cooperation with the Elks Foundation.

2. In addition to those services identified in the attached Exhibit 'A', the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit 'A' but necessary to the full and effective performance of the tasks specifically referenced.

3 Consultant shall provide sufficient qualified personnel, upon reasonable notice, to perform any and all services as required herein, including but not limited to inspections, public presentations and focus group meetings, and preparation of reports as reasonably requested by the Project Director or his designee in cooperation with the Elks Foundation.

4. (A) The term of this agreement shall be from April 15, 2009 through March 1, 2010. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and Elks Foundation no later than March 1, 2010.

(B) The parties may, by mutual consent, extend this contract under the same terms and conditions as contained herein upon written notice provided by the City's Director of Administrative Services.

(C) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. It may also be terminated in the event that funding for payments hereunder is dependent upon grants and/or other commitments of funds where said funds are terminated or substantially reduced for any reason. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

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 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 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. Any notices must be in writing, and personally delivered or mailed by prepaid postage and certified mail, to the following addresses:

City of Prescott
Mic Fenech
Administrative Services Director
201 S. Cortez St
Prescott, AZ 86301

With Copy to:
City Clerk
P.O. Box 2059
Prescott, AZ 86302

Consultant:
Otwell Associates Architects
William S. Otwell
121 E. Goodwin St
Prescott, AZ 86303

Elks Opera House Foundation
Elisabeth Ruffner, Secretary
125 E. Goodwin St
Prescott, AZ 86303

7. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant 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. As an independent contractor, Consultant 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, Consultant 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 officer or employee 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. This Agreement is non-assignable by the Consultant.

9. (A) The Elks Foundation shall pay to Consultant the total sum of \$92,749.00 for the complete performance of all services specified in Sections 1 and 2 of this Agreement.

(B) The foregoing sum includes payment for any and all services to be rendered by consultants or subcontractors which the Consultant may employ for this Agreement. It is expressly agreed by and between the parties that the Consultant is solely responsible for any and all payment to such consultants or subcontractors retained by the Consultant.

(C) The Consultant shall submit to the City monthly billings for the percentage of the total fee corresponding to the percentage of services performed for said billing period. The City shall review all invoices in a timely manner and, upon approval, submit to the Elks Foundation for payment. The Elks Foundation shall pay such billings within thirty (30) days of the date of their receipt.

(D) Payment of the total amount provided for under Section 10(A) shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1 and 2. Should the City or Elks Foundation request in writing additional services beyond those specified in Sections 1 and 2, then Consultant shall submit the proposed scope of work and associated fees in writing to the requesting party for approval prior to commencement.

10. 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 any of the parties. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control.

11. This agreement shall be construed under the laws of the State of Arizona.

12. All original and/or sealed drawings, specifications, and other work product of the Consultant for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the City or its agents, or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the City shall remain the property of the City. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

13. This Agreement represents the entire and integrated Agreement between the City, the Elks Foundation and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties. 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. 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. The Consultant shall, within ten (10) calendar days after the execution of the Agreement and before awarding any subcontract, furnish the City with a list of proposed subcontractors, and shall not employ any that the City may object to as incompetent or unfit.

16. The Consultant 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 the Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Consultant 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 the Consultant has or may have against the City, its agents or employees, arising out of or in any way connected with the Consultant's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

17. 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. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

18. (A) The Consultant 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 \$1,000,000.00. Liability insurance shall provide the following coverages:

- a) Comprehensive General Liability ("explosion, collapse, and underground" and "products/ completed operations" coverage may be excluded);
- b) Errors and Omissions (professional malpractice);
- c) Automobile Liability.

(B) All insurance and bonds 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 bond or binder.

(C) Prior to commencing work under this Agreement, the Consultant shall provide the City with evidence that he/she is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that he/she employs no persons subject to the requirement for such coverage.

19. The Consultant, with regard to the work performed by it after award and during its performance of this contract, 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. The Consultant 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.

20. 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 Consultant further agrees that this provision shall be contained in all subcontracts related to the project which is 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 Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The Consultant further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

21. **CONTRACTOR IMMIGRATION WARRANTY** - The Consultant 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. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the City that the Consultant 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 Consultant 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 Consultant or Subcontractor's employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the Contractor Immigration Warranty. Consultant 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 Consultant and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Consultant agrees to assist the City in regard to any random verifications performed.

Neither the Consultant nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Consultant 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 Consultant 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.

DATED this 14th day of April, 2009.

JACK D. WILSON
Mayor, City of Prescott

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

ELKS OPERA HOUSE FOUNDATION

By: _____

Title: _____

CONSULTANT
OTWELL ASSOCIATES ARCHITECTS

By: _____

Title: _____



**Elks Opera House Foundation
Elks Theater Restoration
Scope of Work/Cost Estimate
03.24.09**

EXHIBIT 'A'
(5 pages)

<u>Item</u>	<u>Total</u>
Remove fluted wood covering at front of theater. Restore decorative detailing at proscenium wall, box seats and balcony wall	\$ 62,000
Replace box seats	\$ 160,200
Replace theater seating	\$ 225,000
Replace center light fixture, provide new period lighting	\$ 35,100
Provide new carpeting	\$ 21,200
Provide new aisle lighting	\$ 11,100
Repair all damaged plaster	\$ 169,100
Repaint all walls to historically correct colors	\$ 28,200
Repair and repaint metal ceiling	\$ 21,100
Remove doors at bottom of enclosed stairs provide new sound rated, 2 hr. doors at top, restore access to upper boxes doors to boxes	\$ 5,200
Repair and replace hardware and doors to boxes	\$ 3,900
Replace doors at top of stairs to balcony	\$ 2,100

121 EAST GOODWIN
PRESCOTT, ARIZONA 86303-3940
PHONE (928) 445-4951
FAX (928) 778-6120

Provide new stair lift	\$ 11,900
Replace stage flooring	\$ 6,200
Remove enclosure at stage left pin line balcony, repair and replace pin lines and pins	\$ 11,300
Provide new sound rated loading door	\$ 1,600
Provide new insulation in attic space above theater and stage	\$ 15,100
Provide 1 hour ceiling at stage	\$ 14,300
Provide new theater lighting system	\$ 200,000
Provide 1 hr. rated separation in attics between theater and offices	\$ 4,200
	Subtotal: \$1,008,800
Contractor overhead and profit - 12%	\$ 121,056
	Subtotal: \$1,129,856
Cost Escalation/Contingency – 10%	\$ 112,986
	Subtotal: \$1,242,842
General Conditions and Mobilization	\$ 25,000
	Subtotal: \$1,267,842
Architects Contract Amount – 7% fee (including consultants and \$4,000 reimbursable allowance)	\$ <u>92,749</u>
	TOTAL: \$1,360,591

Note: Lead paint and asbestos abatement are not included.

Architect's responsibilities and scope of basic services are listed in Article 2 & 3 in the attached document (3 pages).

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of the Work.

Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

COUNCIL AGENDA MEMO – April 7 and 14, 2009
DEPARTMENT: Community Development
AGENDA ITEM: Preliminary Plat Granite Dells Estates Commercial Planned Area Development. APNs 103-04-001L, -001M, -001Q, -002A, -003B, -009B, and -009C including 206 acres located south of State Route 89A and east of the Peavine Trail. Granite Dells Estates Properties Inc. Mike Fann; Lyon Engineering, File No. PP09-001.

Approved By:	Date:
Department Head: Tom Guice <i>TAG</i>	<i>4.2.09</i>
Finance Director:	
City Manager: Steve Norwood <i>SNorwood</i>	<i>04/03/09</i>

This application seeks approval of the Preliminary Plat for the Granite Dells Estates Commercial Planned Area Development (PAD), a development including 206 acres. The overall Granite Dells Estates (GDE) Development has been the subject of numerous reviews and approvals, including but not limited to;

- ANX 07-002, the annexation of the GDE area including 1,142 acres, Ordinance No. 4632-0834, 11/30/07
- Development Agreement No. 2008-164, Resolution No. 3864-0832, Including a Master Plan, 11/30/08.
- RZ08-002, the zoning of GDE, including Residential, Commercial and Industrial Districts, Ordinance No. 4651-0853, 5/27/08.
- PP08-002 Preliminary Plat including waivers associated with final plat submittal and grading requirements, 5/27/08.

The current Preliminary Plat application for the GDE Commercial PAD, 206 acres, is consistent with both the approved Master Plan and zoning districts as noted above.

This application shows the following;

1. Tract A (purple on the color coded plat/map) divided into 13 lots ranging in size from 12.25 acres to 1.85 acres. This area has Industrial General (IG) zoning. Fann Contracting intends to develop Lot C1 as the location of their office and operations, maintenance yard.
2. Tract B (yellow) divided into 10 lots ranging in size from 11.59 acres to 1.10 acres. This area has Business General (BG) zoning.
3. Tract C (pink) divided into 2 lots, one at 13.99 acres and the other at 13.53 acres. This area has Business General (BG) zoning.
4. Tract D (green) divided into 6 lots ranging in size from 1.48 acres to 0.92 acres. This area has Industrial Light (IL) zoning and also includes 1.03 acres of open space.
5. Tract E (brown) divided into 2 lots, one at 12.96 acres and the other at 7.47 acres. These lots have BG zoning.
6. Tract F (blue) includes 1 lot at 13.38 acres with BG zoning. Tracts E and F do not reflect the public utility and access easement as shown on the earlier GDE Preliminary plat and necessary for the Izona property and the City water facilities site.

DEVELOPMENT SCHEDULE SUMMARY

The development schedule is summarized as follows:

- Construction of the Airport Zone 18" water main by the City, extending from Pinion Oaks/Pioneer Parkway easterly to the SR89/89A intersection is 75% complete and is to be fully completed by 7/09.

Agenda Item: Granite Dells Estates, Commercial PAD Preliminary Plat, PP09-001

- Construction of the Airport Zone 12" water main, connecting to the 18" main described above, extending to the Side Road Connector is 75% complete and is to be fully completed by 7/09.
- Fann/GDE to extend water and sewer mains and road (Dells Ranch Road) from Side Road area through Phase 1 area.
- Engineering and design, by City, of SR89A/Granite Dells Parkway Traffic Interchange is complete and the project is in the bidding process. Construction is expected to start 7/09 with completion anticipated 12/10.
- Fann/GDE intends to submit Grading Plans and all other associated reports/plans necessary for a Grading Permit to mass grade approximately 100 acres. This includes the area noted as "Phase 1 Commercial" on the Preliminary Plat including Tract A (purple), Tract B (yellow) and Tract D (green). This is allowed under LDC Section 6.7.4.B. and Section 9.6 and prior Council approvals. This includes the approval of the earlier GDE Preliminary Plat, showing the residential areas, the commercial industrial tracts and a waiver to LDC Sections 6.7 and 9.6.3 allowing for grading and site disturbance on the Commercial and Industrial Tracts without full site plan approval.

GENERAL PLAN AND AIRPORT SPECIFIC AREA PLAN

A review of the City's General Plan and the Airport Specific Area Plan occurred with the earlier approvals for GDE. The Master Plan, Zoning and Preliminary Plats are considered to be consistent with both the General Plan and the Airport Specific Area Plan.

DEPARTMENT AND AGENCY REVIEW

City Department and outside agency comments are attached as Appendix to this report. All comments are to be addressed prior to either the Grading Plan submittal or the Final Plat submittal.

ROAD STANDARDS AND CONNECTIVITY

Road specifications were defined in the Development Agreement. This preliminary plat includes the street section drawings. Road specifications are summarized as follows:

- Granite Dells Parkway, north to SR89A, Major Arterial, ROW width 100'. This roadway will include 4 traffic lanes, 1 center turn lane, 2 bike lanes, curb, gutter, sidewalk both sides (sidewalks are shown as adjacent to the curb rather than separated from roadway by parkway). GDE has indicated that they will build this road to the full specification as part of the initial construction rather than utilizing the option provided in the Development Agreement for a narrower roadway with full completion at a later date.
- Granite Dells Parkway, southwesterly from Granite Dells Parkway to the old SR89A underpass of the Peavine Trail. At a future date this road will connect westerly to SR89 in the vicinity of the Phippen Museum. This road will include 100' of ROW, 4 travel lanes, 1 center turn lane, 2 bike lanes, curb, gutter, sidewalk both sides. This road will be fully dedicated with the initial final plat. Construction of the road will be phased. GDE will build the phase 1 portion of this road to the full specification as part of the initial construction.
- Internal Commercial Streets, Roads 40, 41 and 43. ROW width 60', 2 travel lanes, parking lanes, curb, gutter, sidewalk both sides.
- Internal Commercial Streets, Roads 39 and 42, ROW width 70', 2 travel lanes, center turn lane, bike lanes curb gutter, sidewalks both sides.

There are two additional issues associated with Road 39 that need to be discussed.

1. Portions of this road are located outside of the annexed area. The permitting process (Yavapai County/City) needs to be defined. This property is not owned by Fann/GDE. An easement/ROW for the road needs to be created.

2. The road crossing of the Peavine Trail is proposed to occur as an "at grade crossing". This trail crossing along with other proposed trail crossings creates a need for discussion and specific design criteria for at grade and separated grade crossings. Several letters and/or e-mails addressing this matter are included with this staff report.

The Development Agreement includes the following statement in relation to this issue.

"5.02.25 Railroad Right-of-way Easements. City shall acquire and grant to Owner, at no cost to Owner, in a timely manner to allow for Owner's development of the Property, easements for ingress, egress and utilities over and across the railroad right-of-way (anticipated rails to trails use) located between the Existing Property and the Additional Property at locations to be determined by agreement of the parties. Such easements shall accommodate trail users."

Additional information pertaining to the trail/road crossing issues occurs in the Public Comment and Planning Commission Review and Recommendations sections of this report.

WATER AND WASTE WATER UTILITIES

The initial sewer service will occur by extending lines from the Side Road, Centerpointe East area. However additional sewer capacity will need to be constructed to serve future phases of this development and adjoining lands. In relation to the internal sewer service there are concerns about the combination of the private low pressure lines and gravity flow lines. Discussions in relation to future water and sewer services for both for this development and the greater area are ongoing.

DRAINAGE ANALYSIS

Additional drainage information and analysis is needed as part of the Grading Plan.

PUBLIC COMMENTS

As previously mentioned the City has received numerous letters and e-mails showing significant concern about the road crossings of the Peavine Trail. The letters and e-mails are attached. The comments are summarized as follows; The Prescott Peavine Rail-Trail is designated as a National Recreational Trail; The trail is noted for its scenic and recreational qualities; The trail is important to local families and as an asset to the local economy in relation to tourism; At grade trail crossings are viewed as a detriment to the quality trail experience that is currently available; The detriment is viewed both in terms of aesthetic value and safety concerns.

On March 30, 2009, Public Works and Community Development staff met with a board member of the Yavapai Trails Association to provide information and discuss grade separated crossings. Conceptual solutions and cost estimates, which are significant, were provided. Examples of at grade crossings were also discussed as have been implemented in other Arizona communities where trails and streets intersect.

PLANNING COMMISSION REVIEW AND RECOMMENDATION

The Commission reviewed this Preliminary Plat at meetings on February 26 and March 12, 2009. The Commission visited the site on March 5, 2009. A summary of the Commission's discussions follows;

- Land Use; The overall land use plan was viewed as consistent with the earlier GDE submittals.
- Road Standards; The Commission requested and received clarification on road development standards.
- Preliminary Grading Plan; The Commissions discussions touched upon the following;

Agenda Item: Granite Dells Estates, Commercial PAD Preliminary Plat, PP09-001

1. Opportunity for a greater amount of terracing.
 2. Opportunity for some of the cut and fill slopes to be more natural in appearance with a combination of undulating slopes and angular slopes. This may be useful where grading activity approaches the Peavine Trail right-of-way.
 3. Opportunity for better drainage planning, design and management through the mass grade approach rather than individual site/pad grading.
- Road Crossings of the Peavine Trail; The commission has two recommendations for trail/road intersections and/or crossings;
 1. That all Peavine Trail Crossings occur as grade separated crossings.
 2. That the City develop and adopt standards and policies for road and trail intersections and crossings.

The Commission concluded it's review by voting (4:1) to approve the Preliminary Plat for the Granite Dells Estates Commercial PAD with the condition that all Department and agency comments be addressed prior to the submittal of a final plat for any phase or unit of development. Commissioner Gardner cast the vote against the project citing a preference for the site to be graded for specific uses rather than mass graded for general development purposes.

List of Exhibits/attachments

1. Granite Dells Estates Commercial PAD, Preliminary Plat
2. Granite Dells Estates Commercial PAD, Preliminary Plat
3. Five letters and/or e-mails concerning road crossings of the Peavine Trail.
4. Staff and Agency Comments

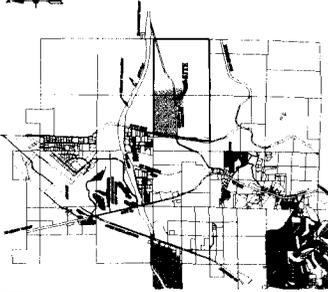
Recommended Action:

Move to approve the Preliminary plat for the Granite Dells Estates Commercial PAD subject to condition that all Department and agency comments be addressed prior to the submittal of a final plat for any phase or unit of development.

PRELIMINARY GRADING
PLAN FOR

**GRANITE DELLS
ESTATES
COMMERCIAL P.A.D.**

LOCATION MAP
4-10-10-10-10



DESCRIPTION OF PROJECT

RECONSTRUCTION OF EXISTING AND NEW BUILDINGS, UTILITIES AND PAVING.

SITE DATA

OWNER: GRANITE DELLS ESTATES COMMERCIAL P.A.D.
ADDRESS: 1403 ARIZONA WAY, PRESCOTT, ARIZONA 86301

ZONING

CURRENT ZONING: R-10
APPLICABLE ZONING: COMMERCIAL P.A.D.

UTILITIES

UTILITY LOCATIONS AND DEPT. CONTACTS:
ARIZONA POWER AND LIGHT CO. (ARIZONA POWER)
ARIZONA WATER SERVICE (ARIZONA WATER)

LEGAL DESCRIPTION

PORTION OF SECTION 1 AND 2, TOWNSHIP 10 NORTH, RANGE 14 WEST, RANGE 14 WEST, COUNTY OF COCHISE, ARIZONA.

SYMBOL LEGEND

Symbol	Description
Circle with dot	PROPOSED UTILITY
Circle with cross	EXISTING UTILITY
Circle with horizontal lines	PROPOSED DRIVE
Circle with vertical lines	EXISTING DRIVE
Circle with diagonal lines	PROPOSED SIDEWALK
Circle with wavy lines	EXISTING SIDEWALK
Circle with dots	PROPOSED PAVEMENT
Circle with dashes	EXISTING PAVEMENT
Circle with triangles	PROPOSED CURB
Circle with squares	EXISTING CURB
Circle with stars	PROPOSED TREE
Circle with crosses	EXISTING TREE

OWNER

GRANITE DELLS ESTATES PROPERTIES, INC.
1403 ARIZONA WAY
PRESCOTT, ARIZONA 86301

ENGINEER/SURVEYORS

LE LITTLE ENGINEERING
1403 ARIZONA WAY
PRESCOTT, ARIZONA 86301

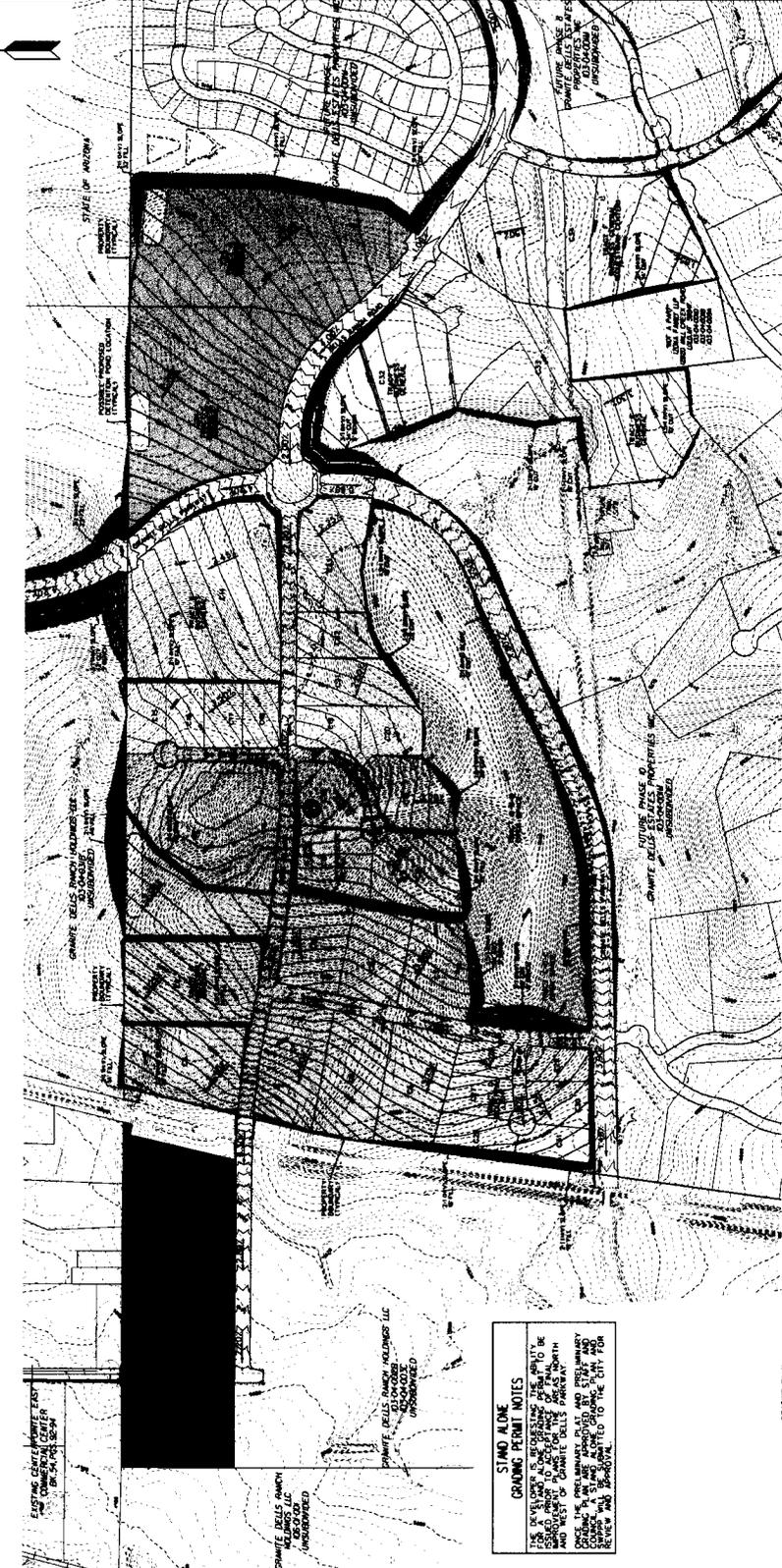
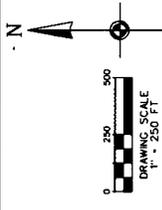
DATE OF PREPARATION

01/23/2009

SHEET

1 OF 1

FOR REVIEW ONLY



**STAND ALONE
GRADING PERMIT NOTES**

1. THIS PLAN IS FOR GRADING PURPOSES ONLY. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR THE GRADING CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PRESCOTT AND THE ARIZONA DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PRESCOTT AND THE ARIZONA DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PRESCOTT AND THE ARIZONA DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

1. ALL GRADING SHALL CONFORM TO THE PRESCOTT CITY ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE AND CITY OF PRESCOTT LAND DEVELOPMENT CODE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PRESCOTT AND THE ARIZONA DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.
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rails-to-trails
conservancy

Western Regional Office
26 O'Farrell Street, Suite 400
San Francisco, CA 94108

tel 415.397.2220
fax 415.397.2228

www.railstotrails.org

11 February 2009

Prescott City Council
City Council Office
201 S. Cortez Street
Prescott, AZ, 86302

Re: Peavine Trail

Dear Members of the Prescott City Council:

We are writing to encourage you to preserve the continuity of the Prescott Peavine Rail-Trail.

Rails-to-Trails Conservancy is a national non-profit organization dedicated to enriching America's communities by creating a nationwide network of trails from former rail lines and connecting corridors to build healthier places for healthier people. In the past 23 years, we have worked with communities to create nearly 15,000 miles of rail-trails across the nation.

The Prescott Peavine Rail-Trail is one of the gems in the national rail-trail network. This trail has been nationally recognized as one of the country's outstanding rail-trails. It was featured as a Destination Trail in our national magazine *Rails to Trails* in winter 2007; it has been designated a National Recreation Trail, part of a system of trails envisioned in 1988 by the President's Commission on American Outdoors; and the connecting Iron King Trail was featured as the Trail of the Month in our national magazine in January 2005. In addition, we highlighted the Prescott-Peavine Trail in a press release last year as an affordable vacation destination, in light of the high gas prices (see attached).

This scenic trail network is not only a recreational asset for local families, but a route for commuters, and a tourist destination that benefits the local economy. Preserving the continuity of the Peavine and Iron King trail network, without at-grade crossings, is important for a number of reasons, including safety, convenience and popularity as a tourist destination. As a national trails organization working with communities across the country on trail planning and design, we know that an uninterrupted trail experience is a critical factor in attracting local families and commuters, as well as tourists who come to experience the trail and the landscape.

Therefore, we strongly urge you to include underpasses or overpasses to accommodate the trail where new roads or highways will cross the route. Rails-to-Trails Conservancy has documented



many different designs of trail underpasses and bridges that we would be happy to share with you, and can provide other planning resources as you continue to develop your outstanding rail-trail network.

Thank you for your consideration.

Sincerely,



Laura R. Cohen
Director, Western Region
Rails-to-Trails Conservancy

cc: President, Joyce Mackin and Board Members, Yavapai Trails Association

Rails-to-Trails Conservancy Press Release: 05/12/2008

**GOT THE GAS PRICE BLUES? TRY RAIL-TRAILS FOR AN
ALTERNATIVE VACATION**
Families Across America Turn to Rail-Trails for Cheap, Healthy Fun

WASHINGTON, D.C.—As gas prices lean toward \$4 a gallon this summer, Rails-to-Trails Conservancy encourages families to turn to rail-trails as an alternative way to vacation. Rail-trails, pathways converted from old railroad lines, span America, connecting the nation in the same way that that railroads once did. With more than 15,000 miles of rail-trail in America connecting rural landscapes, suburban communities and major metropolitan areas, families can explore the nation without ever having to hop in a car.

"With gas prices at an unprecedented high, vacationers need alternative ways to travel, and rail-trails are a fun, healthy and affordable way to see different parts of the country," says Keith Laughlin, president of Rails-to-Trails Conservancy.

Travelers looking for an urban vacation can turn to rail-trails that showcase cities from unique vantage points, like the Minuteman Bikeway in Boston, the Monon Trail in Indianapolis, or the Burke-Gilman Trail in Seattle. The Monon Trail, for example, begins at in the heart of Indianapolis and ends in the small and eclectic town of Carmel. Along the 15-mile trail tourists can visit cafes, the State Fairgrounds and community staples such as Bubs Burgers and Ice Cream shop—and all without ever needing a car.

More rural trails, such as the Prescott-Peavine Trail in Arizona, provide families with a more outdoors-focused vacation. Rural rail-trails offer plenty of activities to do along the trail, from canoeing to picnicking and fishing, and can tailor accommodations from tent-camping to bed-and-breakfasts to suit their needs or interests.

Rail-trails are also ideal for the family looking for an affordable but fun and easy get-away. Tucked into many suburban towns around the country, trails like the Washington & Old Dominion Rail-Trail Regional Park in Virginia allow vacationers to hit the trail with minimal effort. Families can explore their own backyard and create vacation memories without the standard vacation hassles.

To start planning your vacation around a rail-trail, visit Rails-to-Trails Conservancy's TrailLink.com. Users can search by state, zip code or county to discover rail-trails in their area. Trail profiles feature descriptions, photos and user reviews. Register for free and access detailed trail maps when available. Nearly half of the more than 1,500 rail-trails have been mapped and more are being added every day.

Peavine Trail -- City Council

Nigel Reynolds [nigelaz@commspeed.net]

Sent: Thursday, February 19, 2009 8:05 PM**To:** Lopas,Lora**Cc:** Nigel Reynolds [nigelaz@commspeed.net]; Crouse,Patti; Gaber,Steve; Joyce Mackin [joycemackin@gmail.com]

Lora,

My name is Nigel Reynolds, and I am a board member of Yavapai Trails Association (YTA). We have met a couple of times in the past. You attended the YTA annual meeting in September of 2007 and made a presentation on Open Space. This was when you were running for the City Council. We felt that your views on trails and open space made you a good candidate, and someone who would represent our viewpoints.

I am writing to you because of my personal concern, and the YTA board's concern, about the degradation of the Peavine Trail. We are very uneasy about future roads that may cross the Peavine Trail at grade level. In particular, the City plans to build a road called Centerpointe East Drive that will cross the Peavine about 1/4 mile south of Highway 89A, near the future Side Road interchange. We were expecting that there would be a P&Z meeting, open to the public, at which the Side Road interchange would be discussed, including any impacts on the Peavine Trail. Such a meeting would allow YTA, and other people who are interested in open space and the integrity of trails, to raise the issue of road crossings at grade level.

Please can you tell me when such a meeting is planned in the near future, either P&Z or City Council. If no meeting is planned, please will you ask that an item be added to a future Council meeting, to give the public an opportunity to raise this important issue. This needs to be done BEFORE the road crossing (Centerpointe East Drive/Side Road/Peavine Trail) is literally set in concrete.

Here is some further background on this issue.

First, I'm sure you are well aware that the Peavine Trail is an important trail for the following four reasons, and that maintaining its integrity should be our common goal.

1. It was an historic transportation route, established over 100 years ago.
2. When the Peavine Trail is completed, it will continue to be a primary corridor connecting Prescott with both Chino Valley and Prescott Valley. Together with the Iron King trail, it will allow bicycle commuting between these communities.
3. It is already a significant recreational resource for local hikers, equestrians and mountain bikers, both in Prescott and Chino Valley.
4. It is already a tourist attraction for both recreation and history buffs.

Second, a grade-level crossing such as Centerpointe East Drive would set a precedent for future road crossings, and we know that other roads will be requested in the future. Grade-level crossings, especially ones that are expected to carry heavy commercial traffic, are both a danger to trail users (which include children) and would significantly diminish the trails experience for recreational users. With the new trailhead to be provided by Cavan on the south side of Highway 89A, the recreational traffic on this section of the Peavine will increase considerably, fed by the planned and existing residential areas in this neighborhood.

At the recent P&Z meeting on February 12, the Cavan development was presented. We were pleased to see that this developer understood the value of the Peavine Trail, and the reason for avoiding grade-level crossings. He proposed a way to avoid grade-level crossings that satisfied both his needs and the needs of trail users.

YTA's president, Joyce Mackin, wrote a letter, dated February 8, to the Mayor and City Council expressing YTA's concerns, but she did not ask for an opportunity for the public to give its input, which is the point of my e-mail. I believe the City Council also received a letter, dated February 11, from Laura Cohen of the Rails-to-Trails Conservancy describing similar concerns.

I look forward to hearing from you when such a public meeting will be held.

Regards, Nigel Reynolds
717-2466

PS: I have taken the liberty of copying this e-mail to Patti Crouse for distribution to the City Council, and to Steve Gaber for distribution to the P&Z Commissioners. For future reference, please let me know if you would have preferred to take care of this yourself.

YAVAPAI TRAILS ASSOCIATION



February 8, 2009

Mayor and Prescott City Council

RE: Side Road Interchange and the Peavine Trail

The Peavine Trail is a historical trail. It is part of the National Trail System, Arizona State Trail System, Rails to Trails, and the City Trail system. The Peavine Trail is a free-flowing trail, meaning it has no vehicular interchanges. Users do not have to stop to cross traffic. This enhances safety for all parties involved as well as sets this trail up to become our first major alternative transportation route for commuters in our region. It has long been in the plans of local communities to connect the Peavine from Prescott to Chino Valley, continuing the free-flowing nature of the trail.

Our concern is that current development and proposed highways threaten the free-flowing nature of this trail. It is our fear, and the fear of many who use this trail that at grade vehicular/trail intersections will be built destroying the free-flowing nature of our only regional trail.

The road channeling traffic off the Side Road Interchange will be the first to cross the Peavine Trail. What is done here will set a precedent for future developments. We believe there are only two solutions to this dilemma. Solution 1 is to provide tunnels allowing the Peavine to pass under these highways and roads. Solution 2 is for bridges to be built over these highways allowing Peavine users to cross over. We believe these are the only possible solutions to continue the free-flowing nature of the trail and enhance the safety of the many users of the Peavine Trail.

Yavapai Trails Association does not support an at grade intersection with stoplights. This is dangerous for the many families, hikers, bikers and riders that use the Peavine Trail.

Yavapai Trails Association asks that the council consider the value of the Peavine Trail as part of national, state, and local trail systems and set a precedent for future development of highways and roads that enhances safety and continues the free-flowing nature of the Peavine Trail.

Thank you,


Joyce Mackin, President
Yavapai Trails Association



"A Coalition of Non-Motorized Trail Users"
P.O. Box 403, Prescott, AZ 86302
www.yavapaitrailsassociation.org



Need for a trail crossing standard

M.Lee Keller [yeswecanprescott@gmail.com]

Sent: Wednesday, February 18, 2009 4:50 PM

To: Gaber,Steve

Dear City Leaders:

An issue came to my attention recently that will affect the quality of, and users safety on, our Prescott area trails for many many years to come. **I am requesting that the City set a standard now for this before approving the Granite Dells Estates Commercial Plat as it is now.**

Without a separated grade crossing, Peavine (and other such trail) users will be directed into traffic. Some will dismount/stop and wait for traffic before continuing on the trail. Most will expect to continue their trail-without-motorized-traffic experience, as it should be.

Therefore: There needs to be an engineering standard set by the City of Prescott Planning and Zoning to address how and when at-grade (road) crossings on the Peavine (and other such trails) will occur and when, instead, separated grade crossings - bridges or box culverts (like at Willow Crk Rd and Brownlow trail) must occur.

I look forward to a response.

Thank you,

Marcee Keller
525 Dameron Dr.
Prescott, AZ 86301

Planning & Zoning Commission
City of Prescott
Prescott, AZ 86301

Prescott Outings Club
374 Summit Point Road
Prescott, AZ 86303

February 20, 2009

Dear Commissioners:

I am writing concerning the at-grade crossing of the Peavine Trail proposed as part of the Side Road Interchange and Granite Dells Ranch development. As currently designed, the interchange on the west side of the property at the Peavine Trail (Centerpointe East Drive) will constitute a major traffic and safety issue and create major conflicts for trail users as well as for commercial and general traffic using this roadway.

This project includes a primary trailhead near Highway 89 that will draw many trail users to the area, particularly as the residential developments proposed in the Granite Dells Ranch and the Fann development just to the south are built out. Additionally, current residents of Pinon Oaks and neighborhoods in the north end of Prescott will dramatically increase use of these facilities. For example, the Sundog Ranch trailhead for the Peavine Trail has 3,000 users a month and this new trailhead is likely to experience a similar use level. As a multi-use trail, the Peavine Trail provides experiences for hikers, bikers, and equestrians. Neither the Peavine nor Iron King Trail have a major at-grade crossing and the few crossings that do exist are on dirt roads with very little vehicular traffic. Trail users, particularly bicyclists, will not be expecting a major road crossing to be on the same level as the trail and this will create a serious safety issue for trail users and vehicular traffic. The level of motorized use to access the proposed commercial development will constitute a major conflict and lead to an increase in accidents, injuries and possibly fatalities.

With a major roadway crossing the trail, an opportunity for motorized OHV/ATV access to the non-motorized Peavine will be created. Individuals will have an opportunity to drive their ATVs on the roadway and then turn onto the Peavine Trail. There are many examples where gates, barricades, or other obstructions to motorized recreational vehicles are ineffective in dissuading illegal use of trails. This increases the probability of conflicts and increases the possibility of safety issues. Neither the City of Prescott Police nor the Yavapai County Sheriff's Office have the capabilities to deal with these violations, but will be required to respond to accidents and illegal trail usage.

In addition to the Centerpointe East Drive proposed at-grade trail crossing, there are 3 additional at-grade crossings either under consideration or proposed within a 1½ mile section of the trail. These will create major conflicts with traffic and trail users. Just to the South of this proposed crossing is a proposal by Fann (Road 39 on his development plan) for an at-grade crossing. Just North of Highway 89A, Granite Dells Ranch is considering two additional at-grade crossings to access a small (17 acre) portion of this development. These are far too many at-grade crossings in such an extremely short trail distance. The approval and implementation of more at-grade crossings will create more conflicts and greater safety issues.

The 175 members of the Prescott Outings Club use this trail as well as the many other trails in this area. We are always looking for trails that provide scenic vistas, interesting geography and non-conflicting uses for our hikes. This current design and the likelihood of three additional at-grade crossings within a short distance are highly undesirable for safe trail use and enjoyable recreation. We sincerely hope that you will inform us when a public hearing of the proposed crossing will be presented to your commission so we may contribute to the discussion.

On behalf of the Prescott Outings Club and its 175 members, we request that you not approve or implement this major at-grade road crossing of the Peavine Trail. If road access to this area is mandatory and there are no other reasonable means to access the development without crossing the Peavine Trail, we request that the roadway and trail segments be separated by either a tunnel under the roadway or an elevated ramp over the roadway for trail traffic. Thank you for your consideration.

Sincerely,

/s/ William Williamson

William Williamson, President
Prescott Outings Club
Emeritus Professor of Theoretical Physics

CC: Mayor Jack Wilson
City Council members

Attachment # 4

Granite Dells Estates Commercial PAD, PP09-001

All Department and Agency Comments are to be addressed prior to submittal of the Grading Plans and/or Final Plat

DEPARTMENT AND AGENCY REVIEW 3/25/09

Public Works Engineering

1. The plan submitted indicates primary access from Centerpointe East Drive. The Developer will be responsible for any damage to Centerpointe East Drive as a result of the development of Granite Dells Estates. The developer will need an approval from the County and an easement from Cavan for the east-west connection from Centerpointe East Drive to the project.
2. The preferred access would be through the Cavan property via lands associated with the future Granite Dells Parkway. The developer would need an easement or agreement from Cavan for ingress/egress and to grade the road.
3. The Preliminary Grading Plan submitted shows a number of cut and fill slopes at 1:1, 1.5:1 and 2:1. Set backs for the cut and fill slopes must comply with the LDC Section 6.7. The LDC requires any slopes steeper than 2:1 are to be certified by a Geotechnical Engineer. The Civil Improvement Plans must address the sediment and erosion control and drainage on the slopes.
4. Clearly identify the phasing associated with this Preliminary Plat.
5. The locations of the proposed Detention Basins are questionable. Provide complete drainage analysis, flow calculations, discharge locations and detention calculations.
6. A note of the Preliminary Grading Plan indicates the developer will be submitting for a "Stand Alone Grading Permit" once the Preliminary Plat and Preliminary Grading Plan are approved by Staff and Council. Prior to issuance of a Grading Permit, the developer will submit for review and approval Preliminary Civil Improvement Plans including Grading, Drainage, Detention, Water, Sewer, SWPPP, Sediment and Erosion Control and Analysis for the design. The Drainage Plans must address direction of flow and how offsite flows will be conveyed without impact to the adjacent property owner(s).
7. Provide a Geotechnical Report.
8. Financial Assurances must be posted in the amount of 120% of estimated costs of the grading, drainage, SWPPP, sediment and erosion control improvements.
9. Permanent SWPPP, Sediment and Erosion Control Facilities will be required after completion of grading for any areas expected to remain vacant/undeveloped.
10. Provide grading (excavation and embankment) quantities.
11. The sidewalk on Granite Dells Parkway and Dells Ranch Road is to be constructed a minimum of 5 feet behind curb.
12. Granite Dells Road should extend through the frontage of Lot C34.
13. Revise Preliminary plat to show PUE, Access Easement across Tracts E and F
14. Additional discussion on Road 39 crossing the Peavine Trail and continuing westerly needs to occur.
15. Additional discussion needs to occur on the cul-de-sac dimensions.

16. The southerly right-of-way area associated with Granite Dells Parkway is shown on this Preliminary Plat but is not intended to be constructed as part of the "Phase 1 Commercial".

Public Works Utilities

1. In the residential areas south and east of the area of this specific application, there are many 8" dead-end water lines proposed for development in residential streets ending in cul-de-sacs. When those areas are specifically platted, any of the subject lines in excess of 750' in length must be connected to some other portion of the system to ensure adequate circulation and to minimize the size of areas affected by planned or emergency shutdowns.
2. The area shown for the Zone 12 tank site is most likely not big enough. It indicates an area of about 200' x 200', and is on irregular terrain with an average slope of 15-20%. Assuming another tank, referred to as the Zone 101 tank, can be located to the south of the GDE annexation area, this Zone 12 tank will have to be 3.25 MG. This size equates to 150' feet in diameter and 24' high. There will also need to be room for a sizable, 3.3 MGD pump station (a fairly good size building), all situated adequately with the extensive cut and fill slopes required.

If a site cannot be eventually found for the Zone 101 tank (and we have no strong leads at this late point), the 2.75 MG that is called for in that tank will also have to be added to the Zone 12 tank site.

The applicants engineer needs to demonstrate how these storage and space requirements are going to be met before this initial phase of the project can be approved.

3. Work on the Airport Zone 18" and 12" water mains is proceeding.
4. Initial sewer service will occur by the developer by extending the 8" mains from the Side Road, Centerpointe East area.
5. No Water Service Agreement for commercial and/or industrial uses required at this time.

Fire Department.

1. No comments at this time.

Historic Preservation.

1. The Class III Archaeological Report for this property has been submitted. This preliminary plat identifies an archaeological site. Also identified is the old SR 89A alignment. All curation, treatment, data recovery, testing and mitigation of this site must be completed and approved by the City prior to any grading or other ground disturbance on this property.

Qwest, Wayne Pollard 928-776-2513

1. Using the current design, Qwest facilities would come from an existing location on Centerpointe East Drive, the along Road 39/Dells Ranch Road. The

developer needs to provide access through dedicated PUE's if a conduit backbone structure is desired. Qwest will be requesting an area/easement to place electronic equipment to serve the area. Consideration needs to be given for service in the adjacent areas of this development.

COUNCIL AGENDA MEMO – April 7 & 14, 2009

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DEPARTMENT: Public Works

AGENDA ITEM: Approval of a professional services contract with Black & Veatch for engineering services for the Airport and Sundog Wastewater Treatment Plants Master Plan for Capacity, Technology, and Improvement Projects in an amount not to exceed \$1,167,908.00.

Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Steve Norwood



04/02/09

Item Summary

The project will take a comprehensive approach to evaluating the City's two wastewater treatment plants and developing solutions and processes to standardize the City's practices and equipment. This item is to procure engineering and design services for: the Sundog and Airport waste water treatment plants capacity and technology assessment; design of Airport waste water treatment plant near term improvements; biosolids master plan for both treatment plants; and a local limits study.

Background

The City of Prescott first started treating wastewater in the late 1930s, which dates back to one of the earliest communities to treat wastewater, prior to the cities of Los Angeles and Boston. The Sundog plant saw major plant upgrades in 1955, and more recently in 1989.

The existing Airport WWTP was constructed in 1978 and sized for a treatment capacity of 0.75 MGD. In 1999, the plant was expanded with a new head work facility, oxidation ditch, clarifier, traveling bridge filter, and ultraviolet disinfection system. The project included an additional clarifier and filter system, which were eliminated from the construction project, apparently due to budget constraints. The final construction increased the plant capacity to 1.2 MGD.

Both the Sundog and Airport Wastewater Treatment Plants are nearing operational capacity limits and therefore an immediate need is required for master planning and design of upgrades of the facilities. With recent and proposed annexation areas, the City will require additional capacity for both plants. The master plan will evaluate new technologies and capacity needs for both plants for future demand through the year 2025 and provide a prioritization schedule of recommended improvements for design and construction.

Agenda Item: Approval of a professional services contract with Black & Veatch for engineering services for the Airport and Sundog Wastewater Treatment Plants Master Plan for Capacity, Technology, and Improvement Projects in an amount not to exceed \$1,167,908.00.

Sundog and Airport Plant Capacity and Treatment Technology Assessment

The existing Sundog Wastewater Treatment Plant is currently permitted for 6.0 million gallon per day (MGD) with a build out requirement of 9.0 MGD, while the existing Airport Wastewater Treatment Plant is currently permitted for 2.2 MGD, although the existing system can only process 1.2 MGD. The Sewer Model has identified a first phase expansion to 4.25 MGD and a build-out capacity of 6.75 MGD for the Airport plant. Additionally, this project will assess and recommend improvements for odor control.

Airport Waste Water Treatment Plant Near Term Improvement Design

Flows into the plant currently equal 83% of its hydraulic capacity, which can be exceeded when increased inflow and infiltration occur during storm runoff events. Currently, the facility does not have backup when these units experience equipment failures. Permit violations and fines with ADEQ and federal regulations are a potential result of the loss of critical components in the treatment process.

Sundog and Airport Biosolids Master Plan

The City currently has the option of either land application or land-filling the biosolids generated. The costs for disposal of the biosolids, commonly called sludge, is currently \$185,000 per year and increasing approximately 5% per year as plant flows, fuel costs and landfill tipping fees increase. This project will thoroughly investigate options available to the City and the implications for future capital equipment needs, operation needs, and program costs. The master plan will result in a phased improvement approach for both plants based on projected capacity needs to support future growth.

Local Limits (Evaluation of Pollutants and Treatment Ability)

Recently ADEQ and EPA, the overseeing regulatory agencies for our wastewater facilities, completed a compliance audit of existing ordinances and the Pretreatment Program (a program to work with customers to assure objectionable/problematic products are not introduced into the waste water stream). One of the outcomes of the audit was that an evaluation of pollutants in the waste water stream of both plants must be completed considering all users. The outcome of the study will identify the WWTPs ability to treat those pollutants and associated impacts upon users.

Procurement

The City solicited Statements of Qualifications (SOQs) and received seventy one (71) proposals from seventeen (17) firms for twelve (12) publicly advertised engineering projects. Pursuant to professional services selection procedures, staff ranked the individual firms based on their SOQ, and then interviewed the top ranked three firms to determine the final ranking for each project. Black & Veatch was the firm selected for this project. Subsequently, the scope of services and fees were successfully negotiated.

Agenda Item: Approval of a professional services contract with Black & Veatch for engineering services for the Airport and Sundog Wastewater Treatment Plants Master Plan for Capacity, Technology, and Improvement Projects in an amount not to exceed \$1,167,908.00.

Schedule

330 days are allowed for completion of the design contract. The work will be started immediately upon receipt of signed contracts, with completion anticipated by the end of March 2010. Construction is planned to commence in 2010.

Budget

FY 09 funding for this agreement in the amount of \$2,880,000 is available from the Waste Water Fund.

Current budget projections for the project elements discussed above in Fiscal Years 10 and 11 is \$9,048,000.00; of this amount \$4,138,000.00 is estimated for near term Airport Plant Process Expansion Improvements with design, plans, specifications and construction support services being \$656,949.00 of the \$1,167,908.00 contract amount.

The proposal and scope of work includes an additional allowance of \$470,898.00 (not to be awarded at this time) should the study determine that the existing Airport Wastewater Treatment Plant filtration process is outdated. If the study determines a significant change to the filtration method is warranted, staff will bring the allowance item back to Council for approval.

Attachment	Scope of Work	Exhibit A
	Cost Breakout	Exhibit B
	Location Map	Exhibit C
	Schedule	Exhibit D
	Plant Schematics	Exhibit E

Recommended Action: **MOVE** to approve a Professional Services Contract with Black & Veatch for engineering services for the Airport and Sundog Wastewater Treatment Plants Master Plan for Capacity, Technology, and Improvement Projects in an amount not to exceed \$1,167,908.00.

EXHIBIT A

City of Prescott

Sundog and Airport WWTPs Capacity and Treatment Technology Assessments, Airport WWTP Near-Term Improvements Design, Sundog and Airport WWTPs Biosolids Master Plan, and Local Limits Study

BACKGROUND

The City of Prescott (Owner) owns and operates two main wastewater treatment / water reclamation facilities: The Airport WWTP and the Sundog WWTP. The City wishes to complete a coordinated long-term Capacity and Treatment Technology Assessment for both the Airport WWTP and Sundog WWTP. The Airport WWTP also requires near-term modifications to increase capacity for anticipated service area industrial and commercial development. In addition, a coordinated Biosolids Master Plan for both plants is needed. This scope of work presents tasks to provide the required services in four Parts, as follows:

Part 1 – Sundog and Airport WWTPs Capacity and Treatment Technology Assessments

Part 2 – Airport WWTP Near-Term Improvements Design

Part 3 – Sundog and Airport WWTPs Biosolids Master Plan

Part 4 – Local Limits Study

SERVICES TO BE PROVIDED

The following tasks describe the scope of services to be provided.

PROJECT MANAGEMENT – TASK GROUP 100

This group of tasks includes project management functions for all activities of this project (all four Parts). This task group shall continue through the completion of all tasks under this contract.

Task 101 - Kickoff Meeting

A kickoff meeting will be held with the Consultant project team and City staff to review the scope of work, project schedule, and to discuss the overall goals of this project. The Consultant shall provide a master list of all the information/data that needs to be collected for the completion of the project, in a format provided by the Consultant.

Task 102 - Progress Reports and Invoices

Prepare monthly progress reports (one for each Part of the project) identifying the time period covered and the percentage of work accomplished, by task. Prepare a monthly invoice which identifies the time period covered and the compensation being requested for each of the four project parts for the anticipated 12-month project duration. An independent schedule will be prepared for each Part of the project. The Capacity and Treatment Technology Assessment (work product of Part 1) shall be on the critical path of the overall project because of its

relationship to the Near-Term Design. Critical decisions under Part 1 for the Airport WWTP will be expedited so design of near term improvements for the Airport WWTP (Part 2) can proceed as soon as possible.

Task 103 - Maintain Decision Matrices/Logs

The Consultant will maintain decision matrices to facilitate decision making and maintain a decision log to document consensus results during the course of the project. A Separate decision matrices for each major decision and separate logs will be maintained for the four project Parts.

Task 104 - Bi-Weekly Technical Meetings

Project meetings will be scheduled bi-weekly for the duration of the anticipated 12-month project schedule, unless mutually agreed upon by the parties (meetings will be a combination of monthly meetings at Public Works and monthly conference calls). The project meetings shall be used to discuss the project progress (scope, monthly schedule, budget, etc.), project decisions, permitting status, private utility coordination, and any other project related issues. All four project Parts will be discussed as required with a separate agenda and meeting minutes for each Part. The Consultant will distribute meeting minutes within one week following each meeting.

TECHNICAL SERVICES

Part 1 – Sundog and Airport WWTPs Capacity and Treatment Technologies Assessments

TASK GROUP 200 – REGULATORY / COMPATIBILITY / RELIABILITY REQUIREMENTS

Task 201 – Effluent Quality

The Consultant shall summarize the existing Aquifer Protection Permit to establish current effluent quality requirements. The Consultant shall review water reuse and recharge trends in order to identify the potential for future regulations, which could lead to other, more advanced technologies to remove micro-constituents.

Task 202 – Odor Control – New Task

The Consultant will consider existing agreements between City and owners of property(s) in the vicinity of either plant, and the likelihood that adjacent or nearby land uses may conflict with odors created by future wastewater treatment processes, by characterizing the possible extent of such conflict and recommending appropriate technologies for odor reduction or land use regulatory mechanism to mitigate future problems. Consultant shall also take into account the role of receiving septage, direction of prevailing winds and means of biosolids disposal, and provide recommendations for plant setbacks based on the ultimate plant footprint.

Task 203 – Redundancy Requirements

The Consultant shall identify regulatory developments that could impact the level of redundancy at the plants, such as changes in State requirements for process redundancy, or standby power. The Consultant shall also meet with City staff to determine the needs for process and equipment redundancy.

Task 204 – Evaluation of SCADA Requirements – New Task

As part of the Big Chino Pipeline Project, GE FANUC Automation Proficy-IFIX was selected as the computer system software and Modicon was selected as the programmable logic controllers for the Water SCADA system. In addition, a combination of spread spectrum, MAS, and microwave radio technologies were designed to provide communications between the facilities.

The Consultant shall tour the Airport and Sundog WWTPs and up to two typical collections facilities with City of Prescott staff to determine existing control system functionality. The Consultant shall meet with Operations Staff to review the existing control system and identify the functional requirements for a Wastewater SCADA system which will include both the Airport and Sundog WWTPs and the capability of interface with the remote collections facilities. Additionally, the Consultant shall discuss with Operations Staff their goals for improving their asset management system in relation to the Wastewater SCADA System.

The Consultant shall prepare a functional requirements memorandum including a functional network diagram and review with the Operations Staff for preferences and concerns. Based on the review, the Consultant shall make recommendations for implementation of a Wastewater SCADA system similar to the Water SCADA System or recommend, as a supplemental service, a separate SCADA Master Plan to evaluate alternatives.

TASK GROUP 300 – EXISTING FACILITIES ASSESSMENT

Task 301 – Existing Liquid Facilities and Loading Conditions

Through a thorough site visit and as-built research, report on the condition of all major equipment and structures used in any of the liquid or solids unit processes, as well as the adequacy of all as-built plans reviewed. Potholing locations will be identified, as required to verify underground as-built facility locations. City staff will conduct potholing and field verifying locations of underground facilities. Structural investigations will be limited to surface observations. If concrete coring appears warranted, the services of a materials testing sub-consultant will be required. An allowance is included for such services to be used only as approved by the City.

Using all plant records for the past three years, analyze, quantify and characterize the existing wastewater influent flow in terms of average dry weather daily flow, peak month dry weather flow, peak month wet weather flow, peak day wet weather flow, peak hour wet weather flow, the impact and role of I/I, and chemical and biological water quality parameters of design interest such as alkalinity, COD, BOD, etc. If such existing data is insufficient for a responsible design, report on extra data needed and recommend a sampling program designed to acquire the necessary information.

Task 302 – Model Existing Treatment Capacities

Model the existing Airport and Sundog WWTP facilities against the historical wastewater flow and contaminant concentration characteristics determined in Task 301 to establish the

theoretical existing treatment capacity, and efficiency on a hydraulic and solids throughput basis. Provide a reconciliation between theoretical and experienced, existing plant capacities.

Task 303 – Identify Existing Facility Operations, Preferences & Concerns

Conduct meetings with City staff and identify any operational issues for each treatment plant that influence the theoretical existing treatment capacity. Assess the sufficiency of current staffing levels and qualifications.

Document for consideration any preferences or concerns by operations that may bear on effective implementation and maintenance of any existing or proposed plant process modifications of upgrades.

Task 304 – Prepare an Existing Facilities Capacity Technical Memorandum – New Task

Prepare a technical memorandum summarizing the outcome of Tasks 301 through 303. Provide six (6) bound copies to City for distribution and review. Meet with City once to review City comments, make corrections as necessary and mutually agreed upon, and produce ten (10) bound copies of final memorandum, titled as such and signed/stamped by the responsible engineer-in-charge.

TASK GROUP 400 – FLOW AND LOAD PROJECTIONS

Task 401 – Flow Projections and Treatment Capacity Needs

Build-out flow projections for the Airport WWTP and Sundog WWTP will be based on the 2007 Wastewater Collection System Model Study (Carollo Study), as modified by the outcome of the West Airport Area Utilities Analysis in progress and other past similar studies by Carollo in the subject area. Required treatment capacity will be based on average dry weather daily flow, peak month dry weather flow, peak month wet weather flow, peak day wet weather flow, and peak hour wet weather flow. Consultant will also review inflow and infiltration (I/I) related information contained within the Carollo Study, in order to differentiate between flows of true domestic source and those from I/I.

Task 402 – Waste Strength Projections

Historical raw wastewater characteristics and recent trends data will be analyzed to develop design wastewater strength for each plant. The design wastewater strength thus determined will be a function of the extent to which measures to reduce I/I are proposed per the outcome of the I/I Reduction Cost-Effectiveness Study described in Task 502 below, and will take into account the extent to which existing I/I might have influenced past and current strength measurements. The impact from septage-receiving will be considered for the Sundog WWTP. Any additional waste characterization sampling and testing found necessary to produce a responsible assessment and master plan will be identified. An allowance of \$25,000 is included for any outside laboratory testing. The allowance will be used only as needed and after approval by the City.

TASK GROUP 500 – ALTERNATIVES EVALUATION

Task 501 – Develop Treatment Technology Alternatives

Develop technology alternatives based on future I/I-level dependent capacity requirements and

operational issues identified under task 303. Alternative process technologies should be consistent for each treatment plant. Alternative process technologies should consider current and future effluent quality requirements, available land for construction including required setbacks and the potential for emerging regulations.

Consultant will consider major alternatives to various unit processes, such as aerobic versus anaerobic digestion, oxidation ditches versus aeration basins, etc.

Task 502 – I/I Reduction Cost-Effectiveness Study

For each major alternative, Consultant shall conduct an I/I Reduction Cost-Effectiveness Study to establish the relative cost-effectiveness of I/I reduction versus extent of plant expansion, using information contained within the Carollo Study. If available I/I information is not sufficient to prepare a valid Cost-Effectiveness Study for one or both plants, Consultant shall include a section in the Existing Facilities Capacity Technical Memorandum (Task 304) describing the additional tasks required to develop this information.

Task 503 – Process Technology Alternatives Evaluation

Consultant will evaluate process technology alternatives based on a life cycle cost comparison and non-economic factors, such as, reliability, constructability, structure/equipment footprints, operational staff's preferences, land availability and ease of operation. The existing electrical plant capacity will be assessed, and any offsite or onsite modifications or expansions needed for any major alternative will be identified and quantified as to cost. Varying levels of I/I acceptance, and the associated increase in plant capacity needed as described above shall be accounted for when determining electrical plant capacity for any alternative.

Consultant will take into account future required manpower, operator certification levels, and all other ancillary O&M costs associated with any alternative.

Task 504 – Recommendations

Provide a summary of recommendations for each plant and supporting information such as design criteria search conducted, regulatory trends, technical innovations, case histories, etc. Provide a summary of budgetary cost estimates for the recommended improvements.

Task 505 – Prioritization and Implementation Sequence

Provide a prioritization schedule of recommended improvements that can be used to design individual improvements identifying what the City should do and when.

TASK GROUP 600 – CAPACITY AND TREATMENT TECHNOLOGY ASSESSMENT REPORT

Task 601 – Draft Report

Prepare a draft Capacity and Treatment Technology Assessment report for the Airport WWTP and Sundog WWTP for review and comment by the City. Provide six (6) bound copies to City for distribution and review. Meet with City once to review City comments, make corrections as necessary and mutually agreed upon.

Task 602 – Final Report

Incorporate City comments and prepare final Capacity and Treatment Technology Assessment report for the Airport WWTP and Sundog WWTP. Consultant will produce ten (10) bound copies and two (2) digital copies of final report, titled as such and signed/stamped by the responsible engineer-in-charge. The Consultant will present an overview of findings and recommendations to City Council.

Part 2 – Airport WWTP Near-Term Improvements Design

TASK GROUP 700 – ESTABLISH EXISTING CONDITIONS

Task 701 - Data Collection

All existing data and information regarding the existing Airport WWTP shall be provided by the City for review by the Consultant, including but not limited to, as-built drawings and specifications, subsurface condition reports, effluent quality permits and existing basis of design. All available pertinent information will also be retrieved from the Black & Veatch and Carollo project archives.

Task 702 - Field Verify Physical Conditions

Engage the services of a survey subconsultant to confirm / establish the physical location of the Airport WWTP existing facilities. Review previous geotechnical reports to establish subsurface conditions for preliminary design purposes. Inspect the existing facilities and interview plant staff to identify the physical conditions of existing equipment and structures.

Task 703 – Establish Existing Treatment Capacity

Based on projected wastewater strength, model the existing facilities to establish treatment capacity of the existing facilities. Existing capacity of the Airport WWTP will provide the basis for identifying modifications and resulting increase in capacity gained from the recommended near term improvements.

Task 704 - Operational Issues

Meet with plant staff to discuss operation of the existing facilities to identify and document any operational preferences and concerns that require attention during design of the near-term expansion improvements.

Task 705 – Airport WWTP Existing Conditions Technical Memorandum

Prepare a Technical Memorandum summarizing the initial assessment of the Airport WWTP and existing conditions for submittal to the City for review. Provide five (5) bound copies to City for distribution and review. Meet with City once to review City comments, make corrections as necessary and mutually agreed upon, and produce ten (10) bound copies of final memorandum, titled as such and signed/stamped by the responsible engineer-in-charge.

TASK GROUP 800 – NEAR-TERM IMPROVEMENTS CONCEPT DESIGN

Task 801 – Establish Design Capacity

Coordinate with Carollo Engineers in the development of the West Airport Area Utilities Analysis for the determination of future additional flows to the Airport WWTP resulting from the current foreseeable, tributary new annexation areas. Quantify and summarize future annexation flows, current flows and anticipated flows from current undeveloped, established lots as indicated by the Carollo Study and the City's General Plan that are both tributary to the Airport Plant and expected to be developed in the time frame of full buildout of the subject annexation areas. The City will provide an assessment of timing for the development of areas tributary to the Airport WWTP. Based on flow projections and estimated timing of development, flow projection curves (aggressive development and slow development) will be created for the Airport WWTP.

Near term capacity of the Airport WWTP will be determined by modeling the maximum potential capacity of the existing oxidation ditches. This will establish the necessary near term design capacity of other plant components. The established near design capacity will be compared to the Airport WWTP flow projection curve established above to establish the planning horizon in years for the near term improvements. If the planning horizon is too short to accommodate development, the City may choose to expand the scope of the near term improvements.

Task 802 – Preliminary Treatment

Consultant will research and incorporate into the design appropriate preliminary treatment processes as customary and found necessary for removal of coarse materials, grit removal, odor mitigation, pre-secondary chemical adjustments, etc.

Task 803 – Secondary Treatment Expansion Process Design

Develop the optimum utilization of the existing facilities to obtain maximum reliable treatment capacity with a target to meet the near term developments established in Task 801. Determine the required equipment and structural rehabilitation required for the original oxidation ditch structure, if identified in future phasing.

Task 804 – Evaluate Tertiary Filtration Technologies

Tertiary filtration at the existing Airport WWTP is provided with one traveling bridge sand filter. Additional near-term filtration capacity is required. Research will be conducted to assess alternative filtration technologies with a recommendation for the near-term expansion that is compatible with the capacity target as established in Task 801 and compatible with the plant Capacity and Treatment Technology Assessments as outlined in Part 1, and in accordance with recommendations and outcomes of Task Group 600 (Capacity and Treatment Technology Assessment Report).

Task 805 – Draft Preliminary Design Report (30%)

The Consultant shall develop basis of design criteria for the selected Airport WWTP near-term expansion unit processes. Preliminary design drawings will include site layout and piping plan, hydraulic profile and process & instrumentation drawings (P&IDs). The Consultant shall prepare up to six (6) copies of a draft Preliminary Design Report including a summary of data collection, field verifications, alternative evaluations, basis of design criteria and concept

drawings. The City will review and comment on the Preliminary Design Report.

Task 806 – Preliminary Cost Estimate

The Consultant shall prepare a preliminary cost estimate for the recommended conceptual design.

Task 807 – Final Preliminary Design Report

With the City's comments and the preliminary cost estimate, the Consultant shall finalize and provide up to 12 copies of the Final Preliminary Design Report. The City will approve the final report before moving on to detailed design.

TASK GROUP 900 – DETAILED DESIGN

It is anticipated the recommended improvements for detailed design will include:

- Improvements to existing oxidation ditches to maximize near term secondary treatment capacity
- Additional secondary clarifier and associated RAS/WAS pumping and piping
- Tertiary treatment upgrade and expansion to match secondary treatment capacity. A base level of effort is provided for detailed design based on Task 807 (Final Preliminary Design Report) recommending a traveling bridge sand filter. An additional level of design effort may be required is based on using membrane microfiltration or other advanced alternative technologies for tertiary filtration at the owner's discretion.

Detailed design for the Airport WWTP near term improvements/expansion is based on preparing design documents based on the sheet list attached to this scope of work.

Task 901 – 60% Design and Purchase Specification Preparation

Based on the agreed upon Final Preliminary Design Report, the Consultant shall prepare and submit up to six (6) copies of a 60% design submittal for a construction contract for review. Any comments from the 60% review shall be addressed before moving on to the next level of design.

The 60% design shall include plans and sections for unit processes, updated P&IDs, electrical power one line, electrical site plan and major equipment specifications, all compatible with the existing electrical system and the future implementation of SCADA, as outlined in Task 204 (Evaluation of SCADA Requirements).

The Consultant shall provide an updated 60% cost estimate based on recent unit costs.

Task 902 – 90% Design and Specification Preparation

Based on the agreed upon 60% design incorporating City review comments, the Consultant shall prepare and submit up to six (6) copies of a 90% design submittal, which should be very close to the 100% design only requiring City review and agreement with the Consultant to produce the final design documents. A final review will be conducted by City staff.

It is essential to keep the plant operational and in compliance at all times. As part of the 90% design, a construction sequencing and implementation plan shall be developed and incorporated into the specifications to ensure continued plant operation during construction.

Task 903 - Final Cost Estimate

The Consultant shall prepare the final cost estimate and submit with the final construction documents.

Task 904 - Final Construction Documents

The Consultant shall finalize all required construction documents for the City to use to advertise for competitive construction bids.

Task 905 – Regulatory Agency Approvals

The Consultant will submit plans and specifications to ADEQ for review regarding approval to construct the improvements. Comments will be incorporated into the final construction documents. The Consultant will meet with ADEQ at the 60 percent submittal stage to provide a conceptual project overview and guidance for the future project submittal.

Task 906 – APP Amendment Application

Improvements to the Airport WWTP will constitute a major modification amendment to the existing Aquifer Protection Permit (APP). The Consultant will prepare a permit application for City review, and signature for submittal to ADEQ. The Consultant and City will meet with ADEQ to discuss potential issues and incorporate comments into a final permit application. This should include meetings with City Staff and Consultant prior to submittal to ADEQ.

Task 907 - Bid Services

The Consultant will assist the City through the bid period of the project. Consultant shall attend a pre-bid conference with the City and prospective bidders. The Consultant shall respond to questions from prospective bidders and issue an addenda to the design documents as approved by the City. The Consultant shall assist the City in reviewing bid alternatives by evaluating any exceptions to the technical specifications.

TASK GROUP 1000 – POST-DESIGN SERVICES

Task 1001 – Submittal Review

The Consultant will receive directly from the Contractor, log, process, and ultimately reject or approve all submittals required by the construction contract. Consultant will receive all copies of submittals by Contractor, deliver one copy to City for some or all items as agreed by the parties, call for re-submittals as necessary to ensure conformance with contract documents, and administer a complete working record of the status of all submissions. Any exceptions allowed by Consultant will be approved by City and accompanied by written justification in the working record, which will be provided in its entirety to City at the conclusion of Consultant's services. The Construction Documents will include a provision to require the Contractor to reimburse the Consultants review time for more than two reviews on each submittal.

Task 1002 – Requests for Information (RFIs) (submittals; differences between clarification of RFI based on errors and omissions).

The Consultant will receive any RFI issued by Contractor during the construction contract period, communicate or copy City's Project Manager when necessary or as agreed upon, respond in a punctual manner to avoid delay claims from Contractor, and maintain a comprehensive and orderly tracking and recordkeeping system to document the status of all RFIs.

Task 1003 – Construction Meetings and Construction Site Observation

The Consultant will attend regular construction meetings during the construction contract period, to be held at a frequency of no more than once per week.

The Consultant will combine construction meeting attendance with site visits, for the purpose of observing the general quality of work, verifying the work is in conformance with contract documents, identifying and resolving key issues, and assisting Project Manager in determining the timing of any special inspections contemplated as being necessary by the design or called for by the contract documents.

The effort for this task is based on 8 hour site visits with a frequency of once per month for the Project Manager and weekly for the Project Engineer.

Task 1004 – Operation and Maintenance Manuals, Operator Training

The Consultant will gather all equipment cut sheets for installation instructions, user manuals, operator's manuals, diagrams for mechanical or electrical interconnections between one or more equipment components, and bind all within a Plant Operations Manual. Consultant shall provide five (5) full copies. Consultant shall also incorporate written instructions for the intended operation of the plant where not covered fully in the individual equipment component operation instructions, through the development of clear Standard Operating Procedures, as well as provide operator training in the proper execution of those Procedures.

Task 1005 – Certification

The responsible design professional representing and employed by the Consultant shall provide any certifications such as Engineer's Certification of Completion required by pertinent regulatory agencies, the City of Prescott, or any other entity having a vested and controlling interest in the permitting or satisfactory completion of the work.

Part 3 – Airport and Sundog WWTPs Biosolids Master Plan

TASK GROUP 1100 – DEFINE PLANNING CONDITIONS

Task 1101 – Establish Current Conditions

Similar to Task 301 (Existing Liquid Facilities and Loading Conditions), the Consultant shall conduct detailed site investigations of all solids handling related structures, equipment, materials, and processes.

Task 1102 – Establish Current Costs

The Consultant shall identify and report all major components of processing, hauling, tipping fees, and disposal costs associated with biosolids handling. All such information shall be reduced to an Excel spreadsheet and provided to City in hard copy and electronically.

Task 1103 – Future Conditions

Existing solids facilities and operating conditions were identified under Tasks 301 (Existing Facilities and Loading Conditions) and 701 (Establish Existing Condition: Data Collection).

The Consultant will generally investigate projected regional land use trends, land availability based on land use data provided by the City, ADEQ and Yavapai County, and a telephone survey of local and regional land application contractors.

The Consultant will report on future regulatory trends that may impact the current biosolids management program. Current regional and national trends in biosolids management will be identified. The Consultant will also identify current biosolids management practices at other municipal facilities in the region.

Air permitting and odor considerations will be generally identified that may impact the selection of and/or screening of alternatives.

Solids quantities (solids mass balance) will be projected based on historical solids production in conjunction with projected future increases in flows and loads.

TASK GROUP 1200 – ALTERNATIVES EVALUATION

Task 1201 – Alternatives Screening

The Consultant will present a brief review of the overall biosolids management alternatives that may be considered. Preliminary screening criteria (both economic and non-economic) will be identified to allow for the review of alternatives. Site, regulatory, permitting, odor, or other constraints will be noted to assist in the evaluation and prioritization process. Advantages and disadvantages for various alternatives will be presented.

Task 1202 - Disposal Alternatives

The City has historically relied on land application for solids disposal; however, environmental concerns, public perception, decreasing land availability and increasing application costs are impacting the practicality of this alternative. The Consultant will review the current cost structure for land application based on data provided by the City and predict the potential future costs for this alternative. The Consultant will also identify suitable disposal alternatives for consideration by the City, based on technical feasibility, market potential, and future conditions/constraints.

Task 1203 – Area WWTP Contacts

Consultant will contact other WWTP owners in the area regarding interest in a regional wastewater biosolids facility. Contacts will be based on a regional biosolids alternative included in a recent study prepared by Carollo Engineers in which the City of Prescott participated. Include solutions with the biosolids alternatives for a regional facility.

Task 1204 – Solids Treatment/Processing Alternatives

Given the disposal alternatives under consideration, the Consultant will assess the need for solids treatment modifications at each plant. Solids treatment/processing alternatives will be summarized for consideration, including process descriptions and planning level facility requirements, such as ROW costs, access and utilities.

Task 1205 – Combined Alternatives for Analysis

Based on the evaluation of disposal alternatives and solids treatment/processing alternatives, the Consultant will present combined biosolids management alternatives for evaluation at each plant. Alternatives will include separate and combined solutions, i.e., biosolids processing at both plants or combining biosolids for processing at one location.

Task 1206 – Sludge Gas Utilization Alternatives

The Consultant will identify alternatives for sludge gas utilization as a green energy source. Digester gas production is typically related to plant influent flow. A review of City's historical gas production will be used to project future gas flows. It may be cost effective to utilize the gas. Alternatives for gas utilization will take into account the projected flow increases over time. Examples of alternatives to consider for digester gas utilization include:

- Fuel for engine driven electric generator(s)
- Fuel for engine driven equipment, such as aeration blower(s)
- Fuel to provide heat for biosolids heat drying
- Digester gas could also be used as fuel to supply building heat or waste heat from engines fueled with digester gas might be sufficient to supplement building heating requirements

Task 1207 – Alternatives Evaluation

The Consultant will prepare a detailed evaluation of the biosolids management alternatives for each facility. Both economic and non-economic evaluation of the alternatives will be performed. The Consultant will also assess future cost trends into the evaluation in a sensitivity analysis for the alternatives.

The Consultant will present recommendations for biosolids management for each plant based on the detailed evaluation. The Consultant will also consider overall biosolids management strategies that take into account disposal from both plants as a total system.

TASK GROUP 1300 – BIOSOLIDS MASTER PLAN

Task 1301 – Draft Report

The Consultant will present the background data, technical evaluations and recommendations in a draft Biosolids Master Plan for review and comment by the City. Provide six (6) bound copies to City for distribution and review. Meet with City once to review City comments, make corrections as necessary and mutually agreed upon.

Task 1302 – Final Report

The Consultant will incorporate the City's review comments and prepare the final Biosolids Master Plan for the Sundog and Airport WWTPs. Consultant will produce ten (10) bound and two (2) digital copies of final memorandum, titled as such and signed/stamped by responsible engineer-in-charge. The Consultant will present an overview of findings and recommendations to City Council.

Part 4 – Local Limits Study

TASK GROUP 1400 – LOCAL LIMITS INVESTIGATION

Task 1401 – Review Historical Plant Data

This task will rely on the information gathered under Tasks 301 (Existing Facilities and Loading Conditions) and 701 (Data Collection). The City will supply all supporting sample information for a 3 year period.

Task 1402 – Review Industrial User Information

Information from industrial users must be assessed to effectively determine the impacts of any local limit. A critical piece of information for the local limits study is effluent flow from industrial users. Effluent flow from the industrial users is one of the parameters that may be used to allocate the allowable industrial load to the industrial users. From the available industrial data, the Consultant will determine the total industrial flow to each treatment plant. Another critical piece of information is the domestic flow and pollutant load which is discharged to the respective treatment plants. City staff will be responsible for collection of domestic data for all pollutants of concern. Monitoring will occur for two domestic locations within the service area of each plant (i.e. total of 4 domestic locations). City will be responsible for any sampling plan (if needed), equipment, labor, and analytical costs for the development of domestic contribution. If additional monitoring at either the plant or other locations is required, the City will be responsible for equipment, labor, and analytical costs.

Task 1403 – Develop Pollutants of Concern

For this study it is assumed that the pollutants of concern (POC) will be: ammonia, TKN, Nitrogen containing compounds, COD, Total Organic Compounds (TOC), total suspended solids, BOD₅, total arsenic, total cadmium, total chromium, total copper, total cyanide, total lead, total nickel, total zinc, total mercury, molybdenum, selenium, and total silver as established by EPA. Fluoride will be added as a local pollutant of concern. No additional pollutants will be evaluated as part of this study. Information regarding the existing local limits, if any, will be evaluated as part of this process to determine if those pollutants need to continue to be pollutants of concern.

Task 1404 –Data Summary

Historical data submitted under Task Group 1401 (Review Historic Plant Data), will be analyzed to determine the respective pollutant loadings to the respective treatment plants. Inconsistencies in the data will be reported to the City. The City will be responsible for addressing any identified inconsistencies in the data. A pollutant of concern technical memorandum will be prepared that summarizes the findings of Tasks Group 1400 (Local Limits Investigation) and will submit six (6) copies to the City for review and comment.

TASK GROUP 1500 – CALCULATE LIMITS FOR INDUSTRIAL DISCHARGERS

Task 1501 – Develop Headworks Loading and Local Limits

The consultant will utilize a computer model, as approved by the City to establish the maximum allowable headworks load for identified POCs.

This analysis will consist of the following:

1. Each plant will be examined in accordance with EPA/state guidance.
2. Determination of applicable environmental criteria from which local limits will be derived. These criteria include water quality standards, APP discharge permit requirements, and residual disposal requirements. Removal efficiencies will be determined using existing data provided by the City for each POC.
3. It will be assumed that commercial and domestic loads will be similar and combined.
4. Coordination with State and EPA will be the responsibility of the City. City will be responsible for informing the Consultant of any changes/modifications in procedures required by the regulatory agencies so as to not impact budget and schedule associated with the Task.
5. Calculations of allowable headworks loadings and concentrations from environmental criteria and POC removal by the City's treatment processes. Selection of the lowest (the most restrictive) of the allowable headworks loadings and concentrations. This value is called the "Maximum Headworks Loading" as required by EPA's pretreatment process. Headworks loading will be determined using Arizona water quality standards, inhibition data from the literature, and residual requirements established in the City's APP permit.
6. Determination of allowable industrial concentrations from critical headworks loads by accounting for contributions from domestic sources (data provided by City through monitoring) and the application of a safety factor. The appropriate safety factor will be determined from discussions with the City. The EPA required minimum safety factor is 10%.
7. Selection of appropriate limits based on treat ability.
8. Model used by the Consultant does include calculations for collection system protection and worker exposure for total toxic organic compounds. These screening criteria can be used by the City to determine potential areas of concern from toxic organic discharges.

Limits will be developed for uniform concentration, and contributory concentration (for specific pollutants and specific users as determined by the City).

Task 1502 Draft Local Limits Report

This report will present limits for both plants as well as limits that may be used for the City. Industrial data from other industrial users that may be impacted by the proposed limits will be reviewed and included in the local limits report. This scope does not include attending any public meetings or meetings with industrial users by the Consultant. Provide six (6) bound copies to the City for distribution and review. Meet with City once to review City comments, make corrections as necessary and mutually agreed upon.

Task 1503 – Final Report

The Consultant will incorporate the City's review comments and prepare the final local limits report. Consultant will produce ten (10) bound and two (2) digital copies of final memorandum, titled as such and signed/stamped by responsible engineer-in-charge.

Supplemental Services

1. Follow-Up Design Services

The City has the option under this scope of work to engage the Consultant for follow-up design services related to implementing recommendations made in the Sundog WWTP and Airport WWTP Facilities Plan and Biosolids Master Plan, by an amendment to this contract. The Consultant will provide additional services only after written approval from the City.

**Prescott
Airport WWTP Near Term Capacity Expansion Design**

SHEET LIST

Microfiltration		Base Design w/ Conventional Filtration	
Sheet	Description	Sheet	Description
1	Cover sheet	1	Cover sheet
2	Grading and paving	2	Grading and paving
3	Grading and paving	3	Grading and paving
4	Yard piping (Does this include existing utilities?)	4	Yard piping (Does this include existing utilities?)
5	Yard piping	5	Yard piping
6	Hydraulic profile	6	Hydraulic profile
7	Process schematic	7	Process schematic
8	Clarifier process mechanical top plan, sections and details	8	Clarifier process mechanical top plan, sections and details
9	Sludge PS process mechanical bottom plans, sections and details	9	Sludge PS process mechanical bottom plans, sections and details
10	Clarifier structural plans	10	Clarifier structural plans
11	Clarifier structural sections and details	11	Clarifier structural sections and details
12	Sludge PS structural plans, sections and details	12	Sludge PS structural plans, sections and details
13	MF plan	13	Filter mechanical process plan, sections & details
14	MF plan	14	Filter structural plans
15	MF sections	15	Filter structural sections and details
16	MF sections	16	UV plan and sections
17	MF sections	17	Structural general notes and details
18	MF details	18	Misc structural details
19	MF details	19	Misc structural details
20	MF details	20	Misc details
21	MF details	21	Misc details
22	MF details	22	Misc details
23	UV plan and sections	23	Plumbing details
24 - 30	Structural plans, sections and details	24-34	Electrical
31 - 35	Arch plans, sections and details	35-39	P&IDs
36	Chemical storage/ feed details		
37	Chemical storage/ feed details		

**Prescott
Airport WWTP Near Term Capacity Expansion Design**

SHEET LIST

Microfiltration		Base Design w/ Conventional Filtration	
Sheet	Description	Sheet	Description
38	Chemical storage/ feed details		
39	Chemical storage/ feed details		
40	Chemical storage/ feed details		
41	Misc details		
42	Misc details		
43	Misc details		
44	Misc details		
45	Plumbing details		
46	Plumbing details		
47	HVAC details		
48	HVAC details		
49 - 76	Electrical		
76 - 86	P&IDs		

City of Prescott

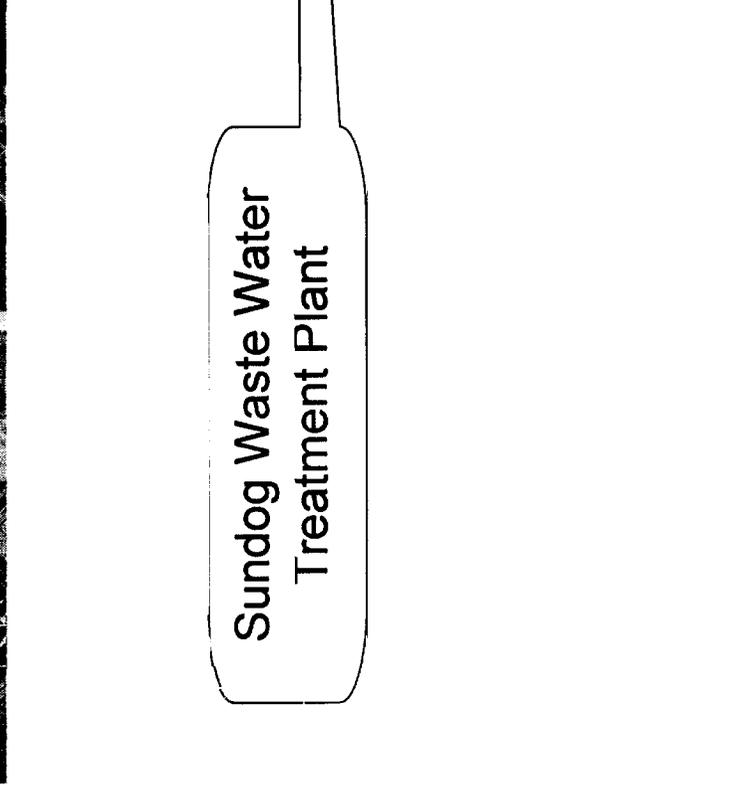
Airport WWTP Near Term Improvements Design, Sundog and Airport WWTPs Capacity and Technology Assessment Facilities Plan, Sundog and Airport WWTPs Biosolids Master Plan and Local Limits Study

TASK	DESCRIPTION	Proj Prin	Proj Mgr	Proj Engr	Civil Engr	Arch	Struc Engr	HVAC/ Plumb	Mech Engr	Elec Engr	Hours					LABOR COST	TOTAL HOURS	Admin	Tech Expert	Technician	COST BY PART w PROJ MGMT		
											Process Engr	O&M Engr	IC Engr	Process Engr	O&M Engr							IC Engr	
TASK GROUP 100 - PROJECT MANAGEMENT																							
101	Kickoff Meeting	16	16	16																	48	10,560	
102	Progress Reports and Invoices		48	24																	264	37,920	
103	Maintain Decision Matrix Logs			88																	88	13,200	
104	Bi-Weekly Technical Meetings	48	144	144																	336	67,200	
subtotal																							
Part 1 - Sundog and Airport WWTPs Capacity and Treatment Technologies Assessments																							
TASK GROUP 200 - REGULATORY/RELIABILITY REQUIREMENTS																							
201	Effluent Quality		16	12																	21	9,230	
202	Odor Control	2	8	24																	16	8,660	
203	Redundancy Requirements	4	8	12																	24	4,720	
204	Evaluation of SCADA Requirements										80										24	13,680	
TASK GROUP 300 - EXISTING FACILITIES ASSESSMENT																							
301	Existing Facilities and Loading Conditions	4	8	16	24																68	11,112	
302	Model Existing Treatment Capacities	4	8	16																	88	15,520	
303	Identify Existing Facility Operations Preferences & Concerns	8	8	24																	48	9,040	
304	Prepare an Existing Facilities Capacity Technical Memorandum	4	8	16	16																44	6,760	
TASK GROUP 400 - FLOW AND LOAD PROJECTIONS																							
401	Flow Projections and Treatment Capacity Needs	8	8	16																	32	5,008	
402	Waste Strength Projections	16	16	16	16																107	17,998	
TASK GROUP 500 - LIQUID TREATMENT ALTERNATIVES EVALUATION																							
501	Develop Liquid Treatment Technology Alternatives	8	24	40																	80	14,960	
502	I/I Reduction Cost-Effectiveness Study	8	24	32	60																124	20,080	
503	Process Technology Alternatives Evaluation	8	24	40	40																152	25,520	
504	Recommendations	8	16	24	24																80	13,872	
505	Prioritization and Implementation Schedule	4	8	16	16																44	7,368	
TASK GROUP 600 - CAPACITY AND TREATMENT TECHNOLOGY ASSESSMENT REPORT																							
601	Draft Report	16	24	40	40																160	24,640	
602	Final Report	4	16	16	24																24	12,312	
subtotal																							
Part 2 - Airport WWTP Near Term Improvements Design																							
TASK GROUP 700 - ESTABLISH EXISTING CONDITIONS																							
701	Data Collection		4	8																		12	2,080
702	Field Verify Physical Conditions		8	12																	8	5,160	
703	Establish Existing Treatment Capacity																						
704	Operational Issues	2	4	8																		18	3,340
705	Airport WWTP Existing Conditions Technical Memorandum		4	12																	16	2,680	
TASK GROUP 800 - NEAR TERM IMPROVEMENTS CONCEPT DESIGN																							
801	Establish Design Capacity																						
802	Preliminary Treatment																						
803	Secondary Treatment Expansion Process Design		12	20	30																20	3,400	
804	Evaluate Tertiary Filtration Technologies		40	60	60																80	12,800	
805	Draft Preliminary Design Report (30%)	1	8	20	20																60	45,972	
806	Preliminary Cost Estimate		4	20	20																49	7,610	
807	Final Preliminary Design Report	2	12	20	20																20	11,260	
TASK GROUP 900 - DETAILED DESIGN																							
901	60% Design and Purchase Specification Preparation	8	50	80	80	40	80	40	40	40	40	80	20								150	97,540	
902	90% Design and Specification Preparation	8	50	80	80	40	80	40	40	40	40	40	12								150	106,260	
903	Final Cost Estimate		12	16	20																48	7,600	
904	Final Construction Documents	2	12	16	20								4								60	17,036	
905	Regulatory Agency Approvals		4	4	12																20	3,016	
906	APP Amendment Application		4	12	60																16	11,800	
907	Bid Services		4	16	40																24	10,560	
TASK GROUP 1000 - POST DESIGN SERVICES																							
1001	Submittal Review	4	24	80	200		100	30													634	91,130	

**Exhibit C - Vicinity Map
Waste Water Treatment Plants**

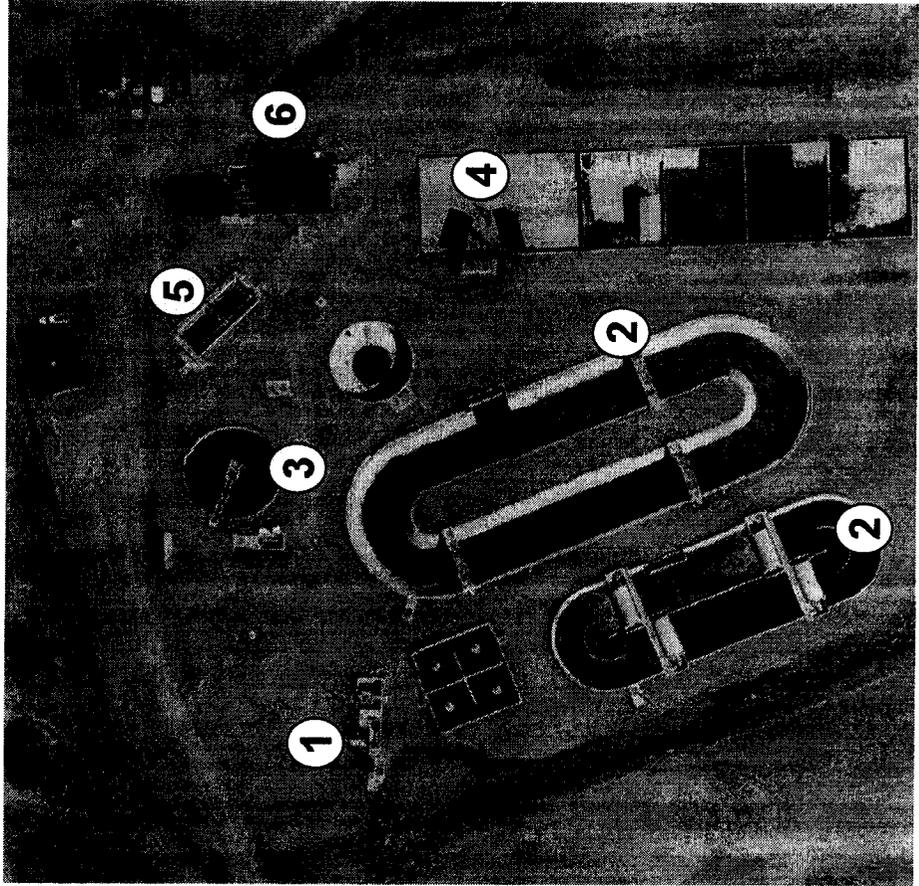
**Airport Waste Water
Treatment Plant**

**Sundog Waste Water
Treatment Plant**

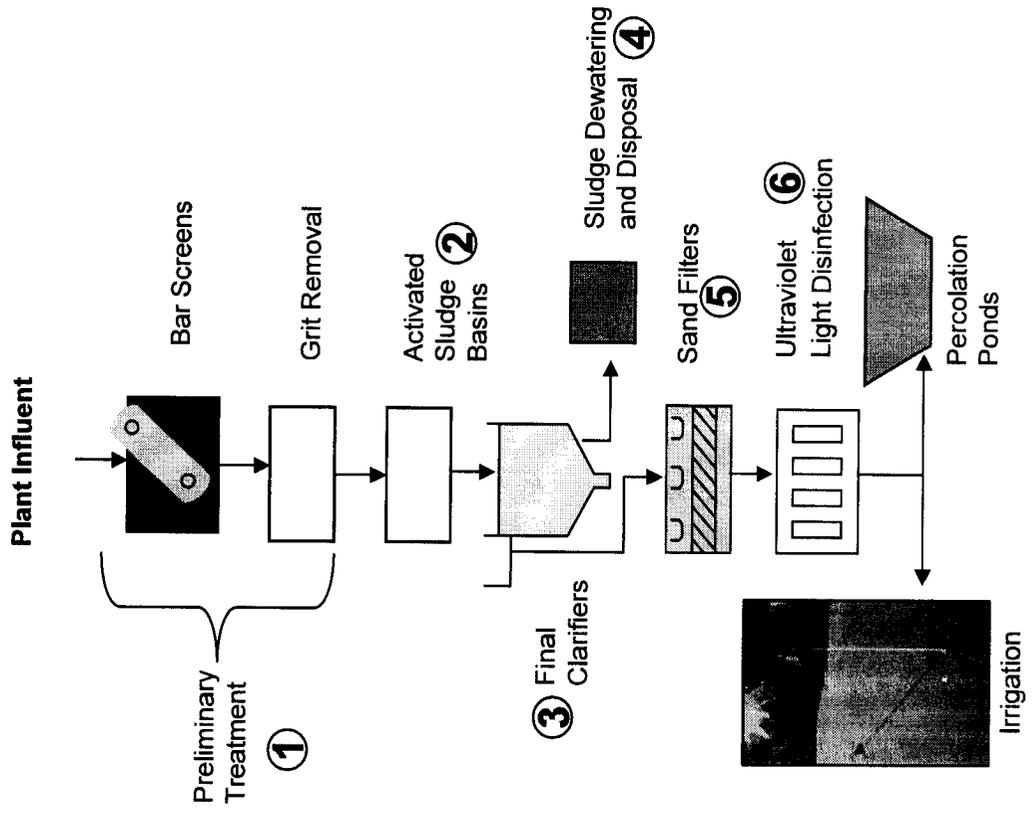


Airport WWTP

Aerial View

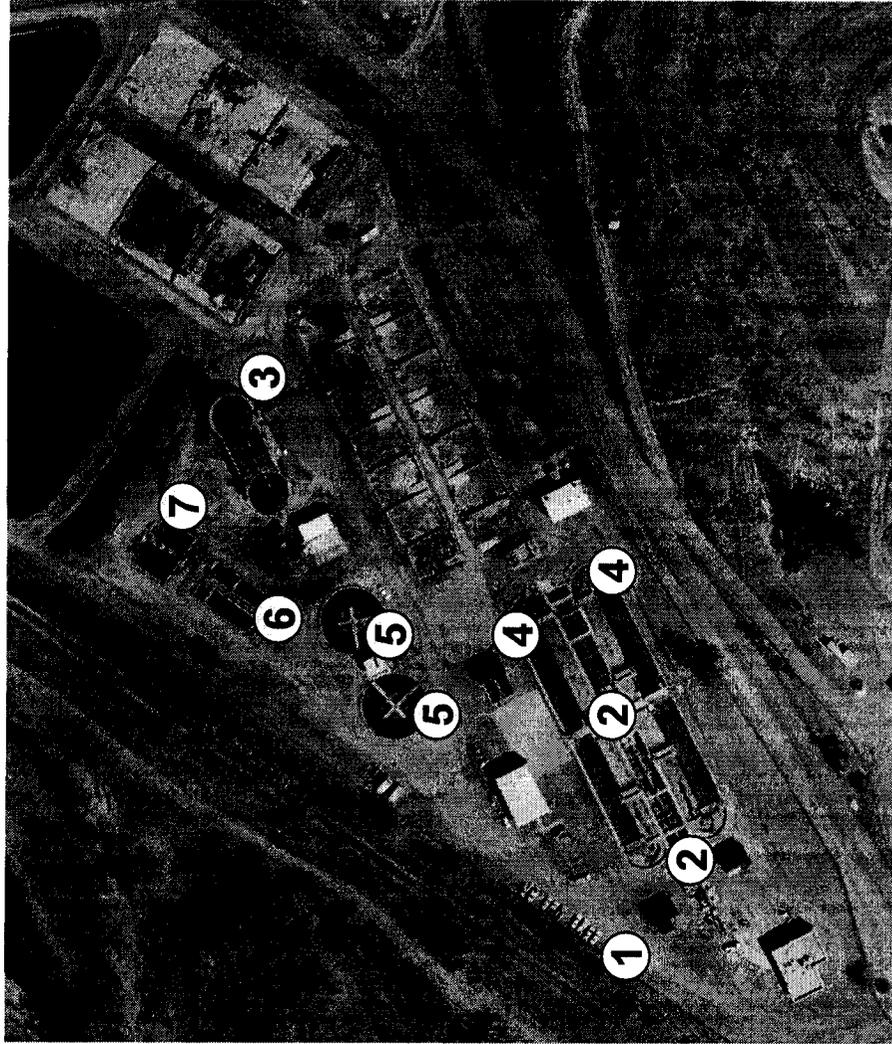


Process Schematic

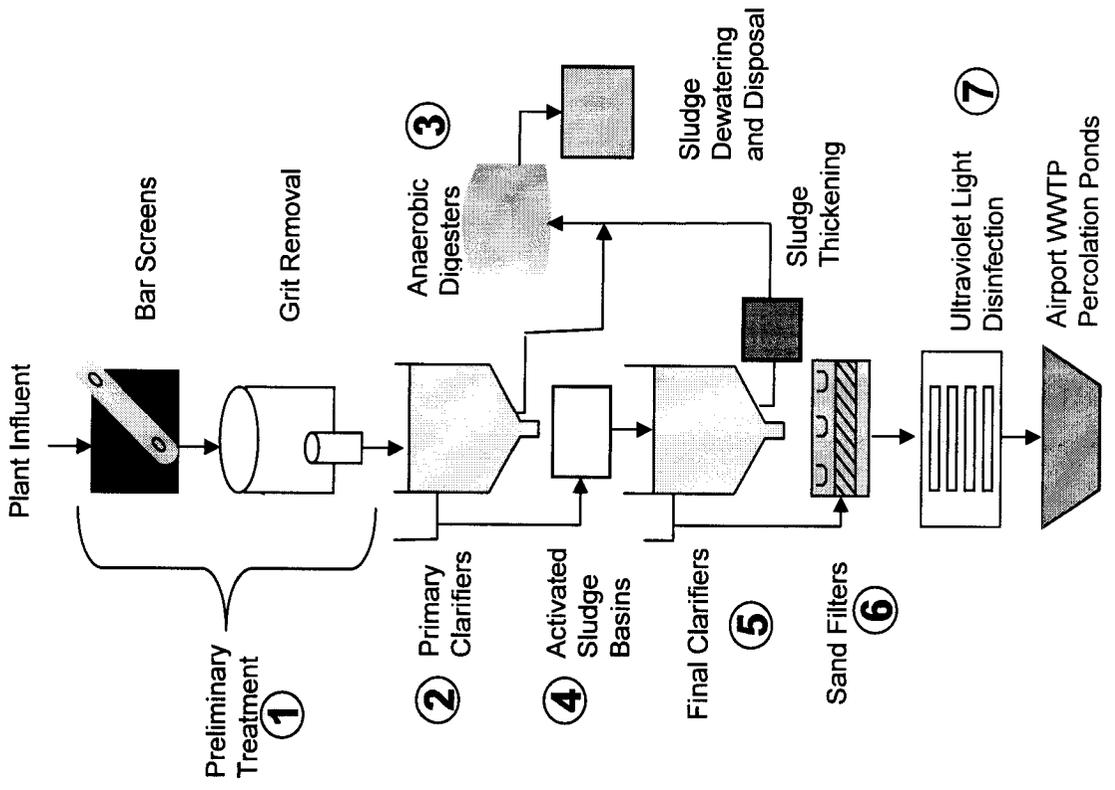


Sundog WWTP

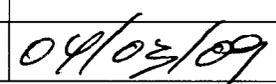
Aerial View



Process Schematic



COUNCIL AGENDA MEMO – (04/07/09 & 04/14/09)	
DEPARTMENT:	City Clerk
AGENDA ITEM:	Consideration of Ordinance calling a Special Election for extension of the one-cent tax for roads/open space

Approved By:	Date:
Department Head: Elizabeth A. Burke/Laurie Hadley	04/03/09
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	04/03/09 

Background

As directed by the City Council, staff is moving forward with meeting with a citizens committee to discuss placing an item on the September 2009 election, for extension of the one-cent sales tax. The attached ordinance is the next step required in calling this election.

The specific ballot language must be submitted to Yavapai County by June 5, 2009, which means Council would need to approve the language at the May 19/26 meetings, or a special voting session on Tuesday, June 2. While the specific language is not required until June 5, one month prior to this time the decision must be made as to what direction the Council wishes to go; e.g. the percentage, for what use, and for what length of time.

Once that decision is made staff would advertise for the notice inviting pro/con arguments from the public to be included in the Informational Pamphlet, with a deadline for receipt of June 3, 2009. Also during this time, the Informational Packet would be developed, and the deadline for getting that complete pamphlet to Election Operations Services would be June 5, 2009. This allows them time to have the pamphlet translated into Spanish, printed and ready for mailing to each household with a registered voter at least 35 days prior to the election, as required by state statutes.

Recommended Action: Should the Council wish to move forward with calling a Special Election, **MOVE** to adopt Ordinance No. 4695-0938.

ORDINANCE NO. 4695-0938

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON SEPTEMBER 1, 2009, TO VOTE ON MUNICIPAL MEASURES

RECITALS:

WHEREAS, ARS Section 19-143 requires the adoption of an ordinance by the City Council to order special elections to be held on measures to be submitted to the qualified electors; and

WHEREAS, the City Council wishes to call a Special Election to submit to the voters a question of whether to amend and extend the one percent transaction privilege tax.

ENACTMENTS:

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

SECTION 1. THAT a Special Election for the City of Prescott shall be held on September 1, 2009, to submit to the qualified electors of the City of Prescott the question of whether to extend, and possibly amend, the existing one percent transaction privilege tax currently used to provide revenues for street improvements and open space.

SECTION 2. THAT the Mayor and staff are hereby authorized to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this 14th day of April, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – April 7 & 14, 2009
DEPARTMENT: LEGAL
AGENDA ITEM: ANNUAL CONFLICT OF INTEREST RESOLUTION

Approved By:	Date:
Department Head: Gary Kidd	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>03/31/09</i>

BACKGROUND

State law prohibits the purchase of any service or merchandise from a Council member, appointee or employee unless a policy allowing such is adopted by the Council annually. {The Council has been adopting this Resolution for the past fourteen years} The attached Resolution is in accordance with ARS Section 38-503, and would:

- ▶ Allow the City to enter into a contract with a public officer or employee of the City to provide items or services to the City, in an amount not to exceed \$300 per transaction, or in an amount not to exceed \$1,000 in any one year.
- ▶ Provide that no public officer or employee of the City may enter into a contract to provide any item or service to the City in excess of \$300 per transaction, or in excess of \$1,000 in any one year, unless said contract is awarded pursuant to a public and sealed bidding process.

FINANCIAL IMPACT

None

Recommended Action: MOVE to adopt Resolution Number 3948-0954.

RESOLUTION NO. 3948-0954

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING A COUNCIL POLICY REGARDING CONTRACTS WITH THE CITY BY PUBLIC OFFICERS AND EMPLOYEES OF THE CITY

RECITALS:

WHEREAS, ARS Section 38-503 requires the City Council to annually approve a policy regarding contracts with the City by public officers and employees of the City.

ENACTMENTS:

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

Section 1. That the City may enter into a contract with a public officer or employee of the City to provide any item or service to the City, in an amount not to exceed \$300.00 per transaction, or in an amount not to exceed \$1,000.00 in any one year.

Section 2. That no public officer or employee of the City may enter into a contract to provide any item or service to the City in excess of \$300.00 per transaction or in excess of \$1,000.00 in any one year unless said contract is awarded pursuant to a public and sealed bidding process.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 14th day of April, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

RESOLUTION NO. 2891

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, RESCINDING RESOLUTION NUMBERS 2561 AND 2878, AND AMENDING RESOLUTION NUMBER 2463 BY AMENDING THE COUNCIL POLICY REGARDING THE APPOINTMENT AND SELECTION OF MEMBERS FOR CITY BOARDS AND COMMISSIONS.

WHEREAS, the City Council adopted a Council policy regarding City Board, Commissions and Committees by Resolution Number 2463, as subsequently amended by Resolution Numbers 2561 and 2878; and

WHEREAS, the City Council of the City of Prescott approved and accepted the Summary of Findings and Recommendations made by the Alternative Services Delivery Committee Report on Boards and Commissions by minute motion on November 14, 1995; and

WHEREAS, the City Council of the City of Prescott wishes to revise its Policies and Procedures for Boards, Commissions and Committees consistent with the above described Report.

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

SECTION 1. THAT, Resolution Number 2561 is hereby rescinded in its entirety.

SECTION 2. THAT, Resolution Number 2878 is hereby rescinded in its entirety.

SECTION 3. THAT, Section 6 of Resolution Number 2463 is hereby rescinded, to be replaced by a new Section 6 entitled "Boards, Commissions and Committees Policies and Procedures", attached hereto as Exhibit "A".

SECTION 4. THAT, this Resolution shall become a part of the Council Policy Booklet.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 25th day of JUNE, 1996.

Louis E. Franyi
LOUIS E. FRANYI, Mayor Pro Tem

ATTEST:
Marie L. Watson
MARIE L. WATSON, City Clerk

APPROVED AS TO FORM:
John R. Moffitt
JOHN R. MOFFITT, City Attorney

**BOARDS, COMMISSIONS AND COMMITTEES
POLICIES AND PROCEDURES
ADOPTED BY RESOLUTION NO. 2891 - JUNE 25, 1996**

The following policies are adopted for all Boards, Commissions and Committees of the City of Prescott, unless some or all of the foregoing are specifically exempted from applying to a particular Board, Commission or Committee:

A. Membership

1. Membership shall be limited to qualified electors of the City of Prescott, or qualified electors of Yavapai County who own real property or operate a business within the city limits, or qualified electors of the unincorporated area of Yavapai County who have an interest in city affairs or some particular expertise relevant to the Board, Commission or Committee to which that person may be appointed.

2. Members shall serve a maximum of two (2) continuous full terms or eight (8) continuous years, whichever is shorter, on the same Board, Commission or Committee.

3. Members shall be considered on the basis of their own merits and qualifications and not because of personal friendships with committee or Council members.

4. If any member shall be absent for more than two (2) consecutive meetings without notifying the Chairman, or shall be absent for more than thirty percent (30%) of all meetings during any one twelve (12) month period for any reason, he or she shall thereupon automatically cease to hold membership on the Board, Commission or Committee without any further action being taken by the City Council. It shall be the responsibility of the Chairman of that Board, Committee or Commission to so notify the City Council immediately upon the creation of a vacancy pursuant to this section. Meetings as used in this section shall include all regular and special meetings, study sessions and field inspections.

Policies and Procedures - continued:

B. Selection

1. The City Clerk shall maintain a list of all members and be aware of all expiration dates for all terms. The City Clerk shall maintain a file of all applicants as to current applications, filing dates, interest in other board positions, interviews and appointments.

2. **Council Appointment Committee:** An Appointment Committee shall consist of at least two (2) Council members appointed by the Mayor, with the consent of the Council which shall be responsible for interviewing applicants for appointment to City Boards, Commissions and Committees. The Mayor, with the consent of the Council, shall designate the Chairman.

3. When a vacancy occurs on a Board, Commission, or Committee, the respective board chairperson should meet with the council appointment committee, the council liaison, and the staff liaison to that board (expanded selection committee) to discuss the vacancy. They should jointly determine whether to aggressively seek qualified individuals to fill the vacancy or to make the selection from among the applicants already on file.

4. The City Manager, Department Heads and other staff members may participate in the selection process if requested to do so by the expanded selection committee to the extent allowed by the committee.

5. When sufficient, qualified applications are on file the expanded selection committee should reconvene to review the written applications and select the interview "short list".

6. If the expanded selection committee decides to seek additional applicants, they should undertake the appropriate recruitment activities and/or authorize staff to do the necessary advertising and promotion of the vacancy.

7. The expanded selection committee shall take into consideration the background of current members in making recommendations for new members in order to insure an adequate cross-representation of the community. Whenever a "public member" is preferred, the committee shall attempt to appoint an individual who has expressed some concern and interest in the city or a particular function thereof.

Policies and Procedures - continued:

8. The candidates should then be interviewed by the expanded selection committee and an appropriate recommendation to fill the vacancy should be made to the City Council. The committee shall submit a memorandum to the City Council specifying its recommendation for appointment.

9. The nomination should be approved by the City Council at a regular meeting. The candidate should be invited to be in attendance at the meeting and should be recognized.

10. Each applicant interviewed and considered shall be sent an acknowledgment letter to be signed by the Mayor.

11. Each applicant appointed shall be so advised in writing by the Mayor and the City Clerk shall send to each appointee a list of all members of the Board, Commission or Committee to which they were appointed.

12. The Department Head designated as an ex-officio member of each Board, Commission or Committee, shall send each appointee a packet containing a description of the member's role and the role of the Board/Commission/Committee, Open Meeting Law information, attendance requirements, meeting schedule and any other information which may be helpful in fulfilling his or her responsibilities.

C. General Orientation

1. Once a person is selected to serve on a board they should receive a formal orientation for the position. A "general" orientation should be conducted at least monthly by the Mayor, City Manager, Assistant City Manager or key city staff.

2. This orientation should include a review of the City's Mission Statement, the General Plan, Strategic Plan, City Council priorities and major policies, and a review of the City's financial condition. The intent of this orientation is to provide the new board member the overall context to City issues and priorities as viewed by the City Council and senior management. The goal of this review process is to help board members understand City-wide issues and priorities so that their deliberations and actions can be more "in sync" with City Council deliberations and actions.

Policies and Procedures - continued:

D. Board Orientation

1. In addition to receiving a general orientation concerning City policies and procedures, the new board member should receive orientation that is specific to the functions and mission of the specific board, committee or commission to which he/she has been appointed. This orientation should be conducted by the committee chair, Council liaison and staff liaison as a team.

2. The board orientation should include a review of current board members, their backgrounds, interests, etc. Background information on key staff should also be provided. Background information concerning the new member should be provided to incumbent board members.

3. This orientation should include a review of major issues, policies and priorities of the board. Copies of minutes of recent board meetings should also be provided.

4. The review should also include a summary of meeting times, meeting places, subcommittee assignments, if any, and any other expectations of the new member.

5. The new member should be introduced by the board chair at the next meeting.

E. Miscellaneous Provisions

1. Whenever there is a minority vote, a minority opinion shall be conveyed to the Council together with the majority recommendation of the Board, Commission or Committee.

2. The chairman of any board, commission or committee (other than the Transportation Coordinating Committee and the Board of Adjustment), shall submit an annual written report to the Council. The report shall contain any highlights or concerns that the Board, Commission or Committee may have, and shall set forth any specific goals.

Policies and Procedures - continued:

3. The chairman of any board, commission or committee (other than the Transportation Coordinating Committee and the Board of Adjustment), shall submit a biannual written work plan to the Council. The plan shall include establishment of tasks and goals and a review of the progress in accomplishing the tasks and meeting the goals.

4. The Chairman of any Board, Commission or Committee which meets six (6) times or less each (other than the Board of Adjustment) shall submit an annual written report to the Council containing the information set forth in the immediately preceding subsection.

5. The Mayor or other Council members and City Manager shall be ex-officio members, without voting privileges, of all Boards, Commissions and Committees.

6. Parliamentary authority for all meetings shall be in accordance with Roberts Rules of Order, as revised.

7. This section is not applicable to ad hoc committees.