



PRESCOTT CITY COUNCIL JOINT VOTING MEETING/ SPECIAL MEETING AGENDA *A M E N D E D

**PRESCOTT CITY COUNCIL
JOINT REGULAR VOTING/SPECIAL MEETING
TUESDAY, JUNE 23, 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 Joint Regular Voting/Special Meeting pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Pastor James Taylor, Church on the Street
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Bell
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

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

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

REGULAR VOTING MEETING

I. PUBLIC COMMENT

- A. Jim Howard from the Prescott Bluegrass Events Association to thank City Council for their support.

II. PRESENTATION

- A. Introduction of new businesses.

III. CONSENT AGENDA

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

- A. Approve renewal of insurance policies for FY2010 for Excess Public Entity Liability Insurance from Traveler's at \$391,214.00; Property Coverage from the Traveler's Indemnity Co. at \$116,797.00; and Excess Worker's Compensation from Safety National at \$44,307.00.
- B. Approve purchase of one Freightliner 26' MT55 Walk-In Equipment Truck from Utilimaster in the amount of \$174,135.53 including state use tax.
- C. Adopt Resolution No. 3968-0974 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Fire Department to enter into an Intergovernmental Agreement ("IGA") with Yavapai College to provide vehicular and/or clinical training for students enrolled in emergency medical service courses and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- D. Approve application for Assistance to Firefighters Fire Station Construction Grant for construction of a downtown fire station.
- E. [Adopt Resolution No. 3972-0978 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, approving Third Amendment to the Memorandum of Understanding between the City of Prescott and the Central Yavapai Metropolitan Planning Organization for personnel, purchasing and accounting services.](#)
- F. Approve a 60-90 day temporary half street closure of the west end of Glendale Avenue at Coronado Avenue.
- G. Adopt Ordinance No. 4701-0944 - An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona repealing Ordinance No. 4656-0858 adopted June 24, 2008 and authorizing the purchase of real properties, easements and improvements from Donald A. Guzzo; Nicholas and Lorraine Guzzo; Donald and Joan Guzzo and Nicholas and Lorraine Guzzo Joint Tenents with Rights of Survivorship; Michael S. Drew; Rutkowski Family Trust; and Dale and Vanessa Coffman; Robert and Michele Flori for the widening of Williamson Valley Road, and authorizing the Mayor and City staff to take all necessary steps to effectuate said purchases.
- H. Approve payment to Arizona Public Service in the amount of \$58,798.96, for streetlight installation associated with the Iron Springs Road Improvement Project.

- I. Award Fiscal Year 2010 legal publications to Prescott Newspapers, Inc. at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.
- J. Approval of the Minutes of the Prescott City Council Joint Special Meeting/Study Session of May 19, 2009; the Budget Workshop of May 21, 2009; and the Regular Voting Meeting of May 26, 2009.

IV. REGULAR AGENDA

- A. Adoption of Resolution No. 3964-0970 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Amended Development Agreement with WESCAP Investments, LLC, for “Amendment No. One to the Development Agreement McDonald/Bradshaw Drive (City Contract No. 96-150)”, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above. (The Bradshaws)
- B. Approval of the Open Space Master Plan. (Pulled from Consent Agenda by Councilman Lamerson)
- C. Adoption of Resolution No. 3973-0979 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Animal Shelter Service Agreement with Yavapai Humane Society, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above. (Pulled from Consent Agenda by Councilman Lamerson)
- D. Adoption of Resolution No. 3952-0958 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Fire Department to enter into an Intergovernmental Agreement (“IGA”) with Chino Valley Fire District to share personnel resources and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above. (Pulled from the Consent Agenda by Councilwoman Lopas)
- E. Adoption of Resolution No. 3956-0962 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Fire Department to enter into an Intergovernmental Agreement (“IGA”) with Central Yavapai Fire District (CYFD) to share personnel resources and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above. (Pulled from the Consent Agenda by Councilwoman Lopas)
- F. Approval of a Real Estate Purchase Agreement with John & Judy Beurie for approximately 15 acres of real property near Willow Lake for Open Space purposes.

- G. Continuation of public hearing on Granite Dells Ranch Rezoning RZ09-001 from June 23, 2009, to July 14, 2009.
- H. Discussion of election process including roles and responsibilities and verification of candidate petitions. (Requested by Councilwoman Suttles and Councilman Lamerson)
- I.* Discussion and possible action of Initiative Process and required signatures.**
- IJ*. Public Hearing on the Final Budget for Fiscal Year 2010 including expenditure limitation and proposed tax levy.

VI. ADJOURNMENT

SPECIAL MEETING

1. Call to Order.
2. Adoption of Resolution No. 3974-0980 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, finally determining and adopting estimates of proposed expenditures for the Fiscal Year 2010, and declaring that the same shall constitute the budget for the City of Prescott for said fiscal year and establishing the expenditure limitation, approving and updating the job roster for the City of Prescott and setting forth its determination as to unfunded capital and other unfunded budgetary requests.
3. Adjournment of Special Meeting.

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

RESOLUTION NO. 3972-0978

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING, CONTRACT NO. 03-265, WITH THE CENTRAL YAVAPAI METROPOLITAN PLANNING ORGANIZATION (CYMPO), PROVIDING FOR A TWO YEAR EXTENSION OF THE MEMORANDUM OF UNDERSTANDING AND ESTABLISHING STAFFING AND CERTAIN SUPPORT SERVICES FOR SUCH EXTENSION, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott and the Central Yavapai Metropolitan Planning Organization entered into a Memorandum of Agreement (MOU), Contract No. 03-265, for certain services provided by the City to Central Yavapai Metropolitan Planning Organization (CYMPO). The First Amendment to the MOU, approved in June 2005, extended said services as well as the Second Amendment to the MOU, approved in June of 2007; and

WHEREAS, the parties do now wish to amend that MOU to extend the MOU for another two years through June 30, 2011; and to provide for the loan of three staff members by Prescott to be furnished to CYMPO: CYMPO Administrator, and two full-time equivalents; and

WHEREAS, the City of Prescott and the CYMPO have the authority to enter into the foregoing agreement pursuant to ARS Section 11-952, 26-307 and 26-308; and

WHEREAS, the funding for the MOU and this Third Amendment and reimbursement by other CYMPO members are included in the City's Tentative Fiscal year 2010 Budget.

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott hereby approves the attached Third Amendment to the Memorandum of Understanding between the City of Prescott and the CYMPO, Contract No. 03-265, recorded at Book 4101 at Page 975, Records of the Yavapai County Recorder, Exhibit "A," hereto and made a part hereof.

SECTION 2. THAT the Mayor and Staff are hereby authorized to execute the attached Third Amendment to MOU and 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 this 23rd day of June, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**MEMORANDUM OF UNDERSTANDING
CITY OF PRESCOTT/CYMPO
PERSONNEL, PURCHASING, AND ACCOUNTING SERVICES
THIRD AMENDMENT**

WHEREAS the parties hereto did enter into a Memorandum of Understanding for the City of Prescott to provide certain personnel, purchasing and accounting services for the Central Yavapai Metropolitan Planning Organization, more particularly identified as City of Prescott Contract Number 03-265 (hereinafter referred to as the "MOU"), which MOU was recorded in Book 4101 at Page 975, Records of the Yavapai County Recorder; and

WHEREAS the Second Amendment thereto provided for a termination date of June 30, 2009; and

WHEREAS the parties hereto do wish to continue and extend the MOU for two additional years; and

WHEREAS the City of Prescott has previously approved an increase in the number of personnel employed on-loan to CYMPO from two to three, defined for the purposes herein to be three full-time-equivalent staff; and

WHEREAS pursuant to Section 3 (B) of the MOU, CYMPO is responsible for providing funding for all personnel employed by Prescott on-loan to CYMPO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties hereto agree as follows:

SECTION 1. That Section 1, Subparagraphs (B) through (D), of the MOU is hereby amended to read as follows:

"SECTION 1. PERSONNEL AND SERVICES TO BE PROVIDED BY PRESCOTT:

(B) Prescott will employ a maximum of three full-time-equivalent personnel on behalf of and solely for the purpose of providing staffing for CYMPO, in the capacity of "City of Prescott employees on-loan to CYMPO": MPO Administrator, and two other full-time-equivalent employees. The parties acknowledge and agree that the MPO Administrator and Program

Manager will be unclassified, "FLSA-exempt" positions. Staff shall be appointed by the MPO Administrator consistent with the City of Prescott's hiring process; the MPO Administrator shall supervise the Program Manager and additional staff, including appraising their performance and recommending personnel actions. The employment of all said personnel shall be in full conformance with the City Code of Prescott, and the City of Prescott's employee handbook, personnel rules and all other applicable City of Prescott rules, procedures and ordinances governing its unclassified and classified employees. The City shall solely maintain the personnel file for each such on-loan employee. The MPO Administrator will serve at a level equivalent to a department head position of the City of Prescott reporting to the City Manager or his/her designee. Because of the close working relationship and familiarity of CYMPO with the performance of said City on-loan employees, CYMPO shall prepare a draft annual evaluation of the MPO Administrator, forward it to the City, and recommend personnel actions for consideration by the City, including compensation adjustments pursuant to the Pay-for-Performance and other compensation policies of the City, whenever CYMPO deems such actions are appropriate. Should CYMPO for whatever reason determine it is appropriate to sever its employment relationship with the MPO Administrator, or other staff positions, it shall forward its recommendation to Prescott that such positions are no longer needed. In such event, the elimination of the positions for reasons not related to performance shall be treated as a layoff under the City of Prescott's personnel rules and procedures. In the event that CYMPO shall recommend termination, suspension, demotion or other disciplinary action(s), it shall forward its recommendation, along with pertinent facts, reports and/or investigations, to the City of Prescott. The City shall thereafter review the recommendations and take such appropriate action as may be warranted under its rules and procedures. In the event CYMPO desires to employ additional personnel through Prescott, amendment of this MOU by the parties shall be required.

(C) Prescott will employ said employees in the same manner as its other employees including, but not limited to, health and other insurance coverages, leave accrual, and Arizona State Retirement System participation.

(D) During the term of this MOU, Prescott agrees not to discharge any or all of the MPO Administrator or other staff unilaterally, for any reason, including a lack of funding from CYMPO to support personnel costs, without

prior consultation with CYMPO. Upon a request from CYMPO to terminate the "on-loan" status of any or all of said personnel under this MOU, for the purpose of replacing them, Prescott will do so, provided, however, that in such event, Prescott may elect to terminate this MOU."

SECTION 2. That Section 4 of the MOU is hereby amended to read as follows:

"SECTION 4. TERM"

This MOU shall commence upon its recordation with the Yavapai County Recorder, and shall continue in full force and effect until June 30, 2011; provided, however, that CYMPO may, upon written notice to Prescott not later than 60 calendar days prior to the first day of any fiscal year, elect to terminate this MOU effective the first day of such fiscal year. Either party may, upon not less than 180 calendar days prior written notice to the other party, elect to terminate this MOU at any other time. Prescott may, upon written notice to CYMPO, terminate this MOU in accordance with Section 1, Paragraph D, or for breach of this MOU by CYMPO. The parties may extend the term of this MOU beyond June 30, 2011, upon execution of an appropriate amendment hereto."

SECTION 3. That except as amended herein, the MOU remains in full force and effect.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 23rd day of June, 2009.

JACK D. WILSON
MAYOR

ATTEST:

ELIZABETH A. BURKE
CITY CLERK

PASSED, APPROVED AND ADOPTED by the Executive Board of the Central Yavapai Metropolitan Planning Organization this _____ day of _____, 2009.

MICHAEL R. FLANNERY
CHAIRMAN OF THE BOARD

ATTEST:

JEAN KNIGHT
CLERK OF THE BOARD

Pursuant to A.R.S. Section 11-952(D), the foregoing MOU has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the MOU is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

GARY D. KIDD
CITY ATTORNEY

Pursuant to A.R.S. Section 11-952(D), the foregoing MOU has been reviewed by the undersigned attorney for CYMPO, who has determined that the MOU is in proper form and is within the powers and authority granted under the laws of this State to CYMPO.

BARRY B. CLINE, ESQ.
BOYLE, PECHARICH, CLINE &
WHITTINGTON, P.L.L.C.,
ATTORNEYS FOR CYMPO

RESOLUTION NO. 3964-0970

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN AMENDED DEVELOPMENT AGREEMENT WITH WESCAP INVESTMENTS, LLC, FOR "AMENDMENT NO. ONE TO THE DEVELOPMENT AGREEMENT MCDONALD/BRADSHAW DRIVE (CITY CONTRACT NO. 96-150)", AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, WESTCAP Investments, LLC, is the owner of certain real property in the City limits that is the subject of the above-referenced Development Agreement; and

WHEREAS, the parties wish to enter into an Amended Development Agreement, pursuant to ARS Section 9-500.05 relating to the development of that property, which amends and supersedes all prior Development Agreements.

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott hereby approves the Amended Development Agreement with WESTCAP Investments, LLC, attached hereto as Exhibit "A."

SECTION 2. THAT the Mayor and Staff are hereby authorized to take all such steps as may be necessary to effectuate said Amended Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 9th day of June, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'
AMENDMENT ONE TO THE
DEVELOPMENT AGREEMENT
MCDONALD/BRADSHAW DRIVE
(CITY CONTRACT NO. 96-150)

THIS AGREEMENT ("Agreement"), is entered into this _____ day of _____, 2009, by and among the **CITY OF PRESCOTT**, an Arizona municipal corporation (hereinafter "CITY") and **WESCAP INVESTMENTS, INC.**, an Arizona corporation; **WILLIAM E. SPREITZER**, an individual; **BRADSHAW SENIOR/PRESCOTT LP**, an Arizona limited partnership; **BRADSHAW CROSSING/PRESCOTT LP**, an Arizona limited partnership; and **BRADSHAW SENIOR II/PRESCOTT LP**, an Arizona limited partnership (hereinafter "Property Owners"). Collectively City and Property Owners are referred to herein as "Parties".

RECITALS:

WHEREAS, Charles B. McDonald, Jr. Qualified Trust ("Trust") was the owner of certain real property in the City limits described in Exhibit A attached; and

WHEREAS, the City and the Trust entered into a Development Agreement on December 10, 1996 (City Contract No. 96-150, recorded on January 22, 1997 in Book 3346, page 411 of the records of the Yavapai County Recorder); and

WHEREAS, the Trust sold all the property described in the attached Exhibit A ("Property") to the Property Owners; and

WHEREAS, the Property Owners intend to divide and develop the property into Five Phases by utilizing the Low Income Housing Tax Credit Program, as described in Section 42 of the Internal Revenue Code and as administered by the Arizona Department of Housing ("LIHTC Program"); and

WHEREAS, pursuant to the terms of the Development Agreement described above, the Property Owners are bound by the terms of the Development Agreement; and

WHEREAS, the Parties wish to enter into this Amendment One to the Development Agreement (City Contract No. 96-150), pursuant to ARS Section 9-500.05 relating to the development of the Property which amends the Development Agreement.

ENACTMENTS:

That the Development Agreement (City Contract No. 96-150) be amended to add new Section 13 to read as follows:

13. The City shall defer the Property Owners' payment of the City's impact, development, buy-in and resource fees ("Fees") until the issuance of any temporary or final Certificates of Occupancy for each of the Five Phases. Fees shall be paid within five days after each phase has been completed and prior to issuance of any temporary or final Certificates of Occupancy for that Phase.

The parties agree and acknowledge that impact fees are part of the consideration for this Agreement. Accordingly, impact fees for the development of the property shall be applicable to the development and the development of the property therein as of the time of the operative date of this Agreement. The impact fees shall be calculated and paid based upon the current rates for such fees at the time the applicable building permit is issued. However, in the event that a moratorium or other law could potentially prevent or hinder the ability of the City of Prescott to collect such impact fees at the time of permitting or occupancy, it is expressly agreed that in such instance the impact fees shall nevertheless be required to be paid based upon the rates and calculation for such fees at the time of the operative date of this Agreement and shall, therefore, in accordance with this Agreement, remain and continue to be an obligation of the developer, owner, or their agent(s), successors in interest or assigns. Notwithstanding any such subsequent changes in the laws, in no way shall the Property Owners be discharged of their financial obligations set forth above.

Payment of grading permit fees, building permit fees, and plan review and plan check fees will be made prior to issuance of the permits and prior to commencement of construction for each of the Five Phases. Payment of all inspection fees will be made upon request of the City. The cost of the domestic and irrigation water meters will be made at the time the water meters are purchased. The impact, development, buy-in and resource fees associated with the water meters will be deferred until issuance of the temporary or final Certificates of Occupancy. In the event any phase of the Five Phases is not developed under the LIHTC Program, that phase will not qualify for the deferment of the Fees, and all Fees for that phase shall be due and payable to the City prior to the commencement of construction.

This Amendment One to the Development Agreement (City Contract No. 96-150) shall be recorded in the office of the Yavapai County Recorder.

All other terms and conditions of the previous Development Agreement (City Contract No. 96-150) shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2009.

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Jack D. Wilson, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed it.

Notary Public

Signed this ____ day of _____, 2009.

WESCAP Investments, Inc.

By: _____
William E. Spreitzer
Its: President

William E. Spreitzer, an Individual

BRADSHAW SENIOR/PRESCOTT LP,
LP,
an Arizona limited partnership
By: WESCAP Investments, Inc.
Its: General Partner

BRADSHAW CROSSING/PRESCOTT
an Arizona limited partnership
By: WESCAP Investments, Inc.
Its: General Partner

By: _____
William E. Spreitzer
Its: President

By: _____
William E. Spreitzer
Its: President

BRADSHAW SENIOR II/PRESCOTT LP,
an Arizona limited partnership
By: WESCAP Investments, Inc.
Its: General Partner

By: _____
William E. Spreitzer
Its: President

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by William E. Spreitzer, the President of WESCAP Investments, Inc., an Arizona corporation, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed it for the purposes therein contained and, that he has the authority to so execute.

Notary Public

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by William E. Spreitzer, an individual, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed it for the purposes therein contained and, that he has the authority to so execute.

Notary Public

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by William E. Spreitzer, the President of WESCAP Investments, Inc., an Arizona corporation, the General Partner of Bradshaw Senior/Prescott LP, an Arizona limited partnership, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed it for the purposes therein contained and, that he has the authority to so execute.

Notary Public

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by William E. Spreitzer, the President of WESCAP Investments, Inc., an Arizona corporation, the General Partner of Bradshaw Crossing/Prescott LP, an Arizona limited partnership, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed it for the purposes therein contained and, that he has the authority to so execute.

Notary Public

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by William E. Spreitzer, the President of WESCAP Investments, Inc., an Arizona corporation, the General Partner of Bradshaw Senior II/Prescott LP, an Arizona limited partnership, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed it for the purposes therein contained and, that he has the authority to so execute.

Notary Public

**REAL ESTATE PURCHASE AGREEMENT
(Vacant Land)**

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made and entered into by and between the BEURIE FAMILY TRUST, (“Seller”), and the City of Prescott, an Arizona municipal corporation, (“Buyer”).

WITNESSETH:

WHEREAS, Seller owns certain real property consisting of approximately fourteen (14) +/- acres located at 3240 N. State Route 89, Yavapai County, Arizona, commonly known as Granite Dells, currently designated as Yavapai County Parcel 106-13-001.

WHEREAS, Seller desires to sell and Buyer desires to purchase such real property in accordance with the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

1. DESCRIPTION OF PROPERTY.

The real property which is the subject of this Purchase Agreement, consists of approximately fourteen (14) +/- acres generally located at 3240 N. State Route 89, Yavapai County, Arizona, in the area commonly known as Granite Dells. The portion of Seller’s property transferred and conveyed pursuant to the terms of this Agreement, is a portion of Seller’s property, currently designated as Parcel No. 106-13-001, in the Records of the Yavapai County Assessor. The full and complete legal description of the property transferred and conveyed hereunder is contained in Exhibit “A” attached hereto and, by this reference, made a part hereof. Furthermore, the portion of Seller’s property sold to Buyer hereunder shall be hereinafter referred to as the “Purchased Parcel” and the portion of Seller’s property retained by Seller shall be hereinafter referred to as the “Seller’s Retained Property.” The parties further agree that the Seller’s Retained Property shall be legally described on Exhibit “B” attached hereto and made a part hereof by this reference. Furthermore, the parties agree that the Seller and Seller’s successors and assigns shall retain, in perpetuity, an easement or easements under and over the Purchased Parcel for ingress and egress for the purpose of improving and maintaining any well, wells, and septic systems located on the Purchased Parcel and that Seller and Seller’s successors and assigns shall retain ownership of such well, wells, and septic systems, together with any and all water rights provided by and flowing from the well or wells, and that the easement or easements describing the same shall run with Seller’s Retained Property in perpetuity for the benefit of Seller and Seller’s legal successors and assigns.

2. AGREEMENT TO SELL AND PURCHASE.

Subject to the terms of this Agreement, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, on the terms and conditions herein set forth, the

Purchased Parcel described and depicted in Exhibit "A," together with the privileges, general rights and benefits appurtenant to or used in connection with the beneficial use and enjoyment of the Purchased Parcel, including, but not limited to, existing rights of way, licenses, and easements, excluding any new easements prepared and recorded as required by the terms of this Agreement. Seller and Buyer acknowledge the existence of an existing well or wells on the Purchased Parcel and the Buyer understands and agrees that the Seller shall retain an appropriate easement or easements for roadway ingress and egress as necessary to service and maintain the existing well, wells, and septic systems on the Purchased Parcel. The parties understand, acknowledge and agree that the Purchased Parcel is being purchased with open space funds and is intended to and shall be used exclusively as open space for the benefit of the citizens of Prescott and shall, upon completion of this purchase and sale, constitute and be made part of the City of Prescott's open space in perpetuity. The easement or easements required to be created pursuant to the terms of the agreement are legally described in Exhibit "C" attached hereto and made a part hereof by this reference.

3. OPENING AND CLOSING DATES.

"Opening of Escrow" shall occur when Escrow Agent accepts this Agreement as provided at the end of this Agreement. Subject to the satisfaction of all contingencies as set forth herein, the closing of this transaction (the "Closing" or the "Close of Escrow") shall take place at the office of the Escrow Agent on or before October 1, 2009 (the " Scheduled Closing Date").

4. PURCHASE PRICE.

The purchase price for the Purchased Parcel, as described in Exhibit "A," being purchased by the City is based on and is agreed to be the per acre appraised value of Sixty Thousand and 00/100 Dollars (\$60,000.00) per acre, as determined by the appraisal, dated May 21, 2009, prepared by Gordon Bergthold Appraisers, Prescott, Arizona. The total purchase price shall be Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00), plus or minus any additional or lesser pro rata portion of \$60,000.00 for any portion of acreage exceeding or less than fourteen (14) acres.

(A) The Buyer shall provide payment for the purchase price to the Seller as follows:

(1) The sum of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00) (the "Earnest Money Deposit") shall be deposited with the Escrow Agent, in cash or certified funds, on or before June 30, 2009, or within three (3) days from the Opening of Escrow, whichever date occurs first, and shall be disbursed to the Seller upon the Close of Escrow. The Earnest Money Deposit shall be refundable until expiration of the Sixty (60) day Examination Period, at which time, if Buyer has failed to terminate this Agreement, it shall become non-refundable and shall be forfeited to Seller upon Buyer's failure to perform, subject only to (a) the conditions of Section 4 hereof and (b) to performance by Seller of

its obligations hereunder. Immediately upon receipt of the Earnest Money Deposit, the Escrow Agent shall deposit the funds in a short-term interest-bearing account at a financial institution mutually acceptable to Buyer and Seller. The interest earned on such deposit shall accrue to the benefit of the Buyer, except in the event Seller becomes entitled to retain the Earnest Money Deposit by reason of Buyer's failure to perform, in which event said interest shall accrue to the benefit of the Seller.

(2) The balance of the remaining purchase price in the sum of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00), plus or minus any additional or lesser amount due and payable as a result of the Purchased Parcel exceeding or being less than fourteen (14) acres shall be paid to Escrow Agent for the benefit of Seller plus or minus pro-rations as hereinafter provided, in cash or certified funds or by wire, on or before the Scheduled Closing Date, unless the Scheduled Closing Date is extended by mutual agreement of the parties in which case the balance shall be paid to Escrow Agent on or before the agreed upon extended closing date.

5. EXAMINATION PERIOD.

(A) Buyer shall have a period commencing on the date of Opening of Escrow and ending at 5:00 p.m. on the sixtieth (60th) day (Examination Period") during which to make its examination and investigation of the Purchased Parcel, and this Agreement is subject to and conditioned upon Buyer's approval of same in Buyer's sole and absolute discretion. Buyer's activities during the Examination Period shall include, without limitation, investigation of all aspects of the Purchased Parcel that Buyer deems advisable to confirm that the Purchased Parcel is suitable for Buyer's intended use. Further, the parties agree that in the event the environmental inspection to be conducted and paid for by Buyer indicates that any environmental issues or concerns may exist on the Purchased Parcel necessitating remediation, the parties agree that such amount as may be necessary to hold back from the sales price to cover the expenses of remediation shall be held back in escrow pending remediation by Seller. In the event that significant or substantial environmental concerns are discovered and either party believes the cost of remediation to be too substantial to continue with or to conduct such remediation, the parties agree that either party may rescind this agreement, and that all funds provided to Seller by Buyer for the purchase of the Purchased Parcel shall be refunded to Buyer and that any title and other real property interests conveyed by Seller to Buyer shall be reconveyed to Seller.

(B) Within the Sixty (60) day examination period after the Opening of Escrow, Seller shall assist in and cooperate with Buyer obtaining information and documents and any real property information possessed by Seller to assist Buyer in obtaining and procuring, at Buyers' sole cost, a survey of the Purchased Parcel (the "Survey") prepared by an Arizona licensed civil engineer. The Survey shall be certified to Buyer, Seller and Escrow Agent and shall meet the minimum ALTA/ASCM standards for issuance by Escrow Agent of a standard coverage owner's policy of title insurance. The Survey shall contain a legal description of the

Purchased Parcel. In addition, Seller agrees to reasonably cooperate with Buyer during the Examination Period and to furnish Buyer such other documents, instruments and information in Seller's possession concerning the Purchased Parcel or its operation as Buyer may, from time to time, reasonably request. The survey shall also contain a legal description of all of Seller's Retained Property and easements retained and reserved to Seller and Seller's successors and assigns.

(C) Following the Opening of Escrow, Buyer, its agents and employees may enter upon the Purchased Parcel at any time for the purpose of conducting any and all tests, investigations, inspections, studies, and surveys which Buyer in its discretion may deem advisable. If Buyer desires an environmental report or any other reports of any kind with respect to the Purchased Parcel, Buyer shall obtain such reports at its expense during the Examination Period. Buyer hereby agrees to indemnify Seller and the Purchased Parcel and holds Seller and the Purchased Parcel free and harmless from any and all loss or liability resulting from the activities of Buyer, its agents and employees upon the Purchased Parcel, and from any and all mechanics', material man's and other liens resulting from such conduct of Buyer, its agents and employees upon the Purchased Parcel. The foregoing indemnification shall survive the termination of this Agreement.

(D) At any time prior to the expiration of the Examination Period, if Buyer determines, for any reason whatsoever, that it does not desire to complete the transaction contemplated herein, Buyer may terminate this Agreement by so notifying Seller and Escrow Agent in writing. Upon termination of this Agreement pursuant to this paragraph, the escrow provided for herein shall be immediately canceled, the Earnest Money Deposit and all earnings thereon shall be returned to Buyer, and Buyer shall pay all escrow fees in connection with the escrow or the cancellation thereof. Notwithstanding anything to the contrary contained in this agreement, it is agreed that in the event that either Buyer or Seller wishes to cancel this agreement as may be provided herein during the examination period, they shall be required to provide written notice of their intent to cancel this agreement which notice shall be provided to the other party and to Escrow Agent, not later than Ten (10) days prior to the closing date specified herein.

6. TITLE REVIEW PERIOD.

(A) Escrow Agent is hereby instructed to deliver to Buyer and Seller, as soon as practicable after the Opening of Escrow, a title commitment for an ALTA standard coverage Owner's title insurance policy (the "Title Report"), together with full, complete and legible copies of all instruments of record referred to therein. Seller shall pay the premium for the standard portion of the title insurance policy, and Buyer shall pay all costs for any extended coverage and/or endorsements in excess of the cost of a standard coverage policy, if so desired by Buyer.

(B) Buyer shall have ten (10) days after receipt of the Title Report and the Survey (the "Title Review Period") to give written notice of objection to any matter shown on the Title Report or the Survey. In the event an amended Title Report is issued or an amended

Survey is prepared, Buyer shall have ten (10) days from Buyers' receipt of the amended Title Report or Survey within which to give written notice of objection to any matter shown on the amended Title Report or amended Survey. Seller will, within ten (10) days after timely notification of any objection, advise Buyer in writing whether or not Seller will attempt to eliminate or cure any matter to which Buyer has objected. In the event that Seller advises Buyer that Seller will not attempt to eliminate or cure the matter to which Buyer has objected, Buyer, may exercise its options in writing within five (5) days after receipt of Seller's notice, may elect to (i) waive the objection; or (ii) terminate this Agreement and the escrow. If Buyer fails to give written notice of its election within the time period provided, Buyer will be deemed to have waived the objection. If Seller advises Buyer that Seller will attempt to eliminate any matter to which Buyer has objected, Seller shall use its best efforts to cure such matters on or before the Scheduled Closing Date, provided, however, Seller shall have no liability to Buyer for failure to cure such matters, and in the event such matters are not cured on or before the Scheduled Closing Date, Buyer shall at its option have the right to either (i) terminate this Agreement, or (ii) waive its objections to such matters. Upon termination of this Agreement pursuant to the terms of this paragraph, the escrow provided for herein shall be immediately canceled, the Earnest Money Deposit, together with all earnings thereon, shall be returned to the Buyer, and Seller and Buyer shall each pay one-half (1/2) of the fees in connection with the escrow or the cancellation thereof.

(C) If Buyer fails to give written notice of any objection to the Title Report or the Survey within the time provided above, Buyer will be deemed to have approved all matters shown on the Title Report and the Survey, and the Purchased Parcel shall be conveyed to the Buyer subject to all such matters. All matters shown on the Title Report and the Survey, except those to which Buyer timely objects are hereinafter referred to as "Permitted Title Exceptions".

(D) Notwithstanding anything to the contrary in the preceding subparagraphs, Seller shall be obligated to remove any financial liens and monetary obligations without the necessity of Buyers' objecting to said matters. If any monetary liens or encumbrances have not been removed on or before the Scheduled Closing Date, the Buyer may cancel the agreement and obtain a refund of the escrow deposit.

7. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller represents, warrants and covenants to Buyer those matters set forth below, with the understanding that Buyer shall rely upon said representations, warranties and covenants. All representations and warranties shall survive the Closing for a period of One (1) year after the close of escrow.

(A) Seller and all persons acting for and on behalf of Seller have the full power, capacity and authority to enter into and deliver this Agreement, to perform all obligations of Seller hereunder, to complete and close this transaction in accordance with this Agreement and to sign, deliver and perform any documents and instruments in connection herewith on behalf of Seller.

(B) Seller is not aware of any liens, encumbrances, claims of liens or encumbrances, or any possible defects, or claims or defects to the title to the Purchased Parcel which do not appear in the Title Report, and the parties acknowledge and agree **that any liens, encumbrances, claims of liens due to loans or mortgages are to be removed at closing**, and Seller shall protect Buyer against or remove as a lien or encumbrance any such matter arising prior to the Closing except those caused by Buyer.

(C) The Purchased Parcel is not subject to any written or oral agreement which grants to any person or entity other than the Buyer an option, right of first refusal or other right to acquire any interest in the Purchased Parcel.

(D) Seller has no knowledge of any pending, threatened or contemplated action of eminent domain or any other public or quasi-public taking of all or any portion of the Purchased Parcel.

(E) Seller has not authorized any work on the Purchased Parcel which could result in any mechanics' liens, claims of lien or other claims against the Purchased Parcel, and all bills for work done or material supplied to the Purchased Parcel have been paid. Seller shall indemnify, defend, protect and hold Buyer harmless from any unrecorded mechanics', surveyors' or engineers' liens, claims of lien or other claims against the Purchased Parcel occurring or arising for work or services performed at Seller's request to or for the Purchased Parcel prior to the Closing, except for work performed by or on behalf of Buyer.

(F) To Seller's knowledge, there are not any adverse claims of adjoining property owners against the Purchased Parcel; there are no adverse parties in possession of the Purchased Parcel or any part thereof; and there are no encroachments by Seller on the Purchased Parcel or by others in the Purchased Parcel, except as disclosed in the Title Report.

(G) To Seller's knowledge, but without any investigation or inquiry of any kind, the Purchased Parcel has not been used by Seller or any of Seller's predecessors in title, nor by anyone else, to generate, manufacture, refine, transport, treat, store, handle, discharge or dispose of hazardous or toxic wastes or substances, except for insecticides, pesticides, chemicals, and other substances used in connection with the growing and harvesting of agricultural products or the preparation or use of the land for agricultural purposes. Seller is not aware of any proceeding or inquiry by any governmental authority with respect to the presence of hazardous materials on the Purchased Parcel or the migration of hazardous materials from or to other property.

8. DISCLAIMER.

(A) Except as herein specifically set forth, Seller makes no representations or warranties, express or implied, with respect to, and shall have no liability for: (1) the condition of the Purchased Parcel or the suitability of the Purchased Parcel for Buyer's intended use or for any use whatsoever; (2) any applicable building or zoning laws or regulations or with respect to compliance therewith or with respect to the existence of or compliance with any required permits, if any, of any governmental agency; (3) the availability of water, sewer or other utilities;

(4) water, sewer or other utility districts; (5) access to any public or private sanitary sewer system; or (6) the presence of any hazardous substances on or under the Purchased Parcel. Without limiting the generality of the foregoing, but subject to the representations set forth in Section 8, Seller shall have no liability to Buyer with respect to the condition of the Purchased Parcel under common law, or any federal, state, or local law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C.A. §9601 et seq., or any similar state statutes in Arizona, including but not limited to the Arizona State Superfund Act, as codified in A.R.S. §49-281 through 287, and Buyer hereby waives any and all claims which the Buyer has or may have against the Seller with respect to the condition of the Purchased Parcel (except claims for a breach of Seller's representations and warranties set forth in Section 8), including any private causes of action arising under the foregoing statutes concerning the Purchased Parcel and any conditions in the Purchased Parcel.

(B) Buyer's failure to terminate this Agreement during the Examination Period shall act as an acknowledgment by Buyer that: (i) during the Examination Period Buyer has had the opportunity to review the Purchased Parcel to determine if the Purchased Parcel is in violation of any federal, state or local environmental law, rule or regulation or otherwise contains levels or concentrations of "hazardous substances", "hazardous materials", "toxic substances" or "hazardous waste", as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. §9601 et seq., the Hazardous Materials Transportation Act 49 U.S.C. §1801 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., or the Toxic Substances Control Act, as amended, 15 U.S.C. §2601 et seq., or analogous provisions of state law; (ii) Buyer is purchasing the Purchased Parcel "as is" in its present condition, subject only to the representations and warranties contained in this Agreement; and (iii) Buyer has fully inspected the Purchased Parcel and assumes the responsibility and risks of all defects and conditions, including such defects and conditions, if any, that cannot be observed by casual inspection.

(C) By closing the transaction hereunder, Buyer agrees that (i) Buyer shall be deemed to have accepted all risks associated with adverse physical characteristics and existing environmental conditions that may or may not have been revealed by the Buyer's investigation of the Purchased Parcel, (ii) as between the Buyer and the Seller, Buyer shall be deemed to have accepted all costs and liability associated in any way with the physical and environmental condition of the Purchased Parcel, and (iii) the Buyer hereby waives any and all objections, setoffs, claims, or causes of action (whether under a statute or common law) concerning the physical characteristics and existing conditions of the Purchased Parcel, including, without limitation, any environmental hazards.

(D) Notwithstanding the foregoing disclaimers, waivers and releases, nothing in this Section 9 shall be deemed to relieve Seller of any liability to Buyer for release of hazardous materials or other environmental contamination on the Purchased Parcel caused by Seller or Seller's officers, directors, shareholders, employees, agents, contractors, or invitees; nor shall this Section be deemed to release Seller from liability for breach of any express representations or warranties contained in this Agreement.

9. POSSESSION.

Possession of the Purchased Parcel and risk of loss will be delivered to the Buyer at Close of Escrow. City also agrees at its expense to post seller's properties that are not part of the sale to help prevent unauthorized or unlicensed use by the public and to hold harmless and indemnify seller from any liability claims from such unauthorized public incursions on Seller's Retained Property.

10. ADDITIONAL CONDITIONS OF SALE.

The following are further conditions of sale:

1. The subject property sold pursuant to this Agreement shall be designated as and shall be used exclusively as open space by the City.
2. No man made structures shall be constructed, allowed, or placed on the Purchased Parcel except for small inconspicuous signs west of boundary designating private land beyond the Purchased Parcel.
3. No Paving shall be allowed or placed on the Purchased Parcel.
4. Any vegetation planted on the Purchased Parcel must be native to the area.
5. Buyer shall not construct or place anything on the Purchased Parcel which obstructs Seller's or Seller's legal successors and assigns of Seller's Retained Parcel, current views and access to the Purchased Parcel and lake.
6. The Seller's Retained Parcel and any subsequent legal owners of Seller's Retained Parcel shall have unobstructed and unencumbered access to the Purchased Parcel and the entire lake.
7. No bridges shall be placed or constructed on the Purchased Parcel which would hinder access to the Purchased Parcel or the entire lake or obstruct current views of the Purchased Parcel and lake.
8. No high wire utility lines and poles shall be constructed or allowed on or across the Purchased Parcel, unless the same are mandated as a result of legal condemnation by a legally approved condemning authority.
9. No man made trails shall be built or constructed east of survey boundary between the Purchased Parcel and Seller's Retained Property in the area or areas of an existing well, wells and septic system.

10. No camping or overnight activities shall be allowed on the Purchased Parcel.

11. No fireworks or camp fires shall be allowed on the Purchased Parcel.

12. Nothing shall be constructed or placed on the properties currently owned by the City, which would obstruct current views and access to the Purchased Parcel and lake from Seller's Retained Parcel or any portions thereof.

13. Sellers shall walk the property with the surveyor, Kelley/Wise Engineering, Inc., at which time the surveyor shall mark the boundary between the Purchased Parcel and Seller's Retained Property prior to close of escrow.

14. The parties understand that from time to time, horses may wander a short distance to an area west of the Purchased Parcel's boundary line in the rocky area south of the well and septic system area and the parties agree to amicably agree to address and resolve any issues arising as a result of such equine activity, if any.

15. Neither the City nor any other entity shall be granted access for any purpose to the Purchased Parcel through, over, and under the Seller's Retained Parcel or any portion thereof.

11. CONDEMNATION.

If any condemnation or eminent domain proceedings are commenced with respect to the Purchased Parcel, or any part thereof, prior to the Closing, Seller shall promptly give Buyer written notice thereof, and Buyer shall have the option, to be exercised within fifteen (15) days after receipt of such notice, to (i) close the purchase of the Purchased Parcel on the Scheduled Closing Date subject to such proceedings, whereupon any award paid or to be paid in connection therewith shall be paid to or assigned to Buyer by Seller at the Closing, or (ii) terminate this Agreement and receive a return of the Earnest Money Deposit, whereupon the rights and obligations of the parties to this Agreement shall cease and terminate, except for rights and obligations which by the express terms of this Agreement survive its termination.

12. CLOSING MATTERS.

(A) On or before the Scheduled Closing Date, Seller shall deposit with Escrow Agent, for delivery to Buyer at the Closing, the following items, which shall be in form satisfactory to Buyer and be duly executed and acknowledged (where applicable): (i) a Special Warranty Deed conveying fee simple title to the Purchased Parcel to City, subject only to the Permitted Title Exceptions; (ii) an Affidavit of Real Property Value; (iii) an affidavit of Seller's non-foreign status, as required pursuant to Section 20; and (iv) such other documents as may be required by Escrow Agent.

(B) On or before the Scheduled Closing Date, Buyer shall deposit with Escrow Agent, for delivery to Seller at the Closing, (i) the sum of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00), plus or minus any additional or lesser amount due and payable as a result of the Purchased Parcel exceeding or being less than fourteen (14) acres, in cash or certified funds or by wire. Buyer shall specify to Title Company the method of disbursement of funds.

(C) All real property taxes and assessments shall be prorated as of the Closing Date on the latest information available to the Escrow Agent. All Escrow fees and all other closing costs shall be charged to and paid by Buyer. If any tax or assessments affects the property and any additional land not a part of the Purchased Parcel, only that portion of the tax or assessment attributable to the Purchased Parcel shall be prorated between Buyer and Seller, and the remainder of said tax or assessment shall remain the sole obligation of the Seller. The determination of the portion of the tax or assessment attributable to the Purchased Parcel shall take into account the value of improvements (if any) made to the property and/or any other property covered by the tax bill to properly account for differences in the valuation of, and resulting tax or assessment levied against the Purchased Parcel covered by the bill.

13. BROKERS' COMMISSIONS.

Buyer and Seller warrant, each to the other, that, there are no fees or commissions owing to any broker or other party for bringing about the sale contemplated hereunder. If any other person shall assert a claim to a fee, commission or other compensation on account of alleged employment as a broker or finder or for performance of services as a broker or finder in connection with this transaction, the party hereto under whom the broker or finder is claiming shall indemnify and hold harmless the other party against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon (including, but without limitation, counsel and witness fees and court costs in defending against such claim).

14. NOTICES.

All notices, requests and other communications hereunder shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or Airborne, or (iv) sent by facsimile to the number set forth below, as long as such facsimile transmission is confirmed as received by the transmission equipment, and is followed the next business day by another permissible means of notice hereunder, addressed as follows:

If to Seller:

Beurie Family Trust
c/o John and Judy Beurie, Trustees
3240 N. State Route 89
Prescott, Arizona 86301

With a copy to:

Selmer Lutey, Esq.
Murphy, Schmitt, Hathaway & Wilson, PLLC
117 E. Gurley Street
Prescott, AZ 86302
Phone: (928) 445-6860

If to Buyer:

City Attorney
City of Prescott
201 S. Cortez Street
Prescott, AZ 86302
Phone (928) 777-1274

If to Escrow Agent:

Connie Allman
Yavapai Title
123 N. Montezuma
Prescott, Arizona 86301
928-445-2528

All notices shall be deemed given when delivered or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier, and if sent by facsimile, upon machine confirmation of receipt. Any party may change his address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this section. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

15. SELLER'S REMEDIES.

Provided Seller is not in default hereunder, in the event the escrow hereunder fails to close because of a breach by the Buyer or Buyer's inability to satisfy any of the conditions

precedent set forth herein, Seller shall not be entitled to specifically enforce this Agreement. In that event, the Earnest Money Deposit that has been deposited into escrow, together with all earnings thereon, shall be released to Seller, free of all claims of Buyer. Seller's sole remedy shall be to retain the Earnest Money Deposit and earnings thereon as liquidated damages.

16. BUYER'S REMEDIES.

Provided Buyer is not in default hereunder, in the event the escrow hereunder fails to close because of a breach by the Seller or Seller's inability to satisfy any of the conditions precedent set forth herein, Buyer shall not be entitled to specifically enforce this Agreement. In that event, the Earnest Money Deposit that has been deposited into escrow, together with all earnings thereon, shall be released to Buyer, free of all claims of Seller. Buyers' sole remedy shall be to retain the Earnest Money Deposit and earnings thereon as liquidated damages.

17. RIGHT TO CURE.

The breach by either party of any representation or warranty under this Agreement or such party's failure to perform any covenant, condition or obligation hereunder shall constitute a default hereunder, and the non-breaching party may exercise its remedies, including termination of this Agreement, only if such breach or nonperformance continues more than five (5) business days following the date of notice by the other party specifying such breach or nonperformance.

18. AFFIDAVIT OF NON-FOREIGN STATUS; IRS FORM 1099B.

Seller shall deliver or cause to be delivered to Escrow Agent at the Close of Escrow an affidavit executed by Seller under penalty of perjury setting forth Seller's taxpayer identification number and stating that Seller is not a foreign person, in accordance with Internal Revenue Code Section 1445(b)(2). Seller shall also execute and deliver to Escrow Agent at the Close of Escrow a copy of IRS Form 1099B for filing by Escrow Agent with the Internal Revenue Service (the "IRS"). Escrow Agent, as the party responsible for closing the transaction contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "code"), is instructed to file all necessary information reports, returns and statements (collectively the "reports") regarding the transaction required by the Code, including, but not limited to, the reports required pursuant to Section 6045 of the Code.

19. CLOSING PROTECTION LETTER.

If Escrow Agent acts as an agent for an underwriter and does not issue policies of title insurance, Escrow Agent agrees that, as a condition to acting as the escrow agent for this transaction, it shall cause its underwriter (the "title insurer") to issue to Seller and Buyer, within twenty (20) days after the Opening of Escrow, an escrow and closing protection letter, insured escrow and closing service, or statement of service responsibility in written form satisfactory to both Seller and Buyer.

20. MISCELLANEOUS.

(A) This Agreement and the exhibits attached hereto or to be attached hereto, embody the entire agreement between the parties in connection with this transaction, and there are no oral agreements existing between the parties relating to this transaction that are not expressly set forth herein and covered hereby; this Agreement may not be modified except in a writing signed by all parties.

(B) Time is of the essence of this Agreement.

(C) In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the sole remedies shall be as specified in paragraphs 14 and 15 respectively, herein.

(D) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

(E) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(F) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns; provided, however, that no assignment of this Agreement shall in any way relieve the assignor of its obligations hereunder. Buyer may assign its rights pursuant to this Agreement by giving written notice of such assignment to Seller and the Escrow Agent.

(G) This Agreement shall be construed and interpreted under, governed and enforced according to the laws of the State of Arizona.

(H) Cancellation in the Event of Conflict. The parties hereby note that either party hereto may cancel this agreement in the event of a conflict of interest as defined by A.R.S. § 38-511, the provisions of which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below their respective signatures.

SELLER:
BEURIE FAMILY TRUST

By _____

Its:

BUYER:
CITY OF PRESCOTT

By _____

Jack D. Wilson

Its: Mayor

Murphy, Schmitt, Hathaway & Wilson, PLLC

By: _____
Selmer Lutey
Attorney for Seller

Attest:

Elizabeth A. Burke
City Clerk

Approved as to form:

By _____
Gary D. Kidd
City Attorney

AGREEMENT AND CONSENT BY ESCROW AGENT

The undersigned, Yavapai Title Company, hereby agrees to (i) accept the foregoing Real Estate Purchase Agreement as instructions to the undersigned, (ii) act as Escrow Agent under said Agreement in consideration of its fees normally charged in such transactions, and (iii) be bound by said Agreement in the performance of its obligations as the Escrow Agent.

Dated this _____ day of _____, 2009.

YAVAPAI TITLE AGENCY

By: _____

Its: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PURCHASED PARCEL
[To Be Attached]

EXHIBIT "B"

LEGAL DESCRIPTION OF SELLER'S RETAINED PROPERTY

[To Be Attached]

EXHIBIT "C"
EASEMENT TO BE RETAINED BY SELLER
[To Be Attached]

COUNCIL AGENDA MEMO – June 23, 2009

IV-G

DEPARTMENT: City Manager

AGENDA ITEM: Continuation of public hearing on Granite Dells Ranch Rezoning RZ09-001 from June 23, 2009, to July 14, 2009

Approved By:

Date:

Deputy City Manager: Craig V. McConnell

Craig McConnell

6-17-09

Finance Director: Mark Woodfill

City Manager: Steve Norwood

Steve Norwood

06/17/09

Item Summary

The subject public hearing was previously noticed to be held at a Special Meeting of the City Council on June 23, 2009, immediately following the regular 3:00 PM Council Meeting on that date. A copy of the Notice of Public Hearing is attached for reference.

At the Study Session of June 16, 2009, due to the possible imposition of an impact fee moratorium by the State of Arizona, action was deferred on the prospective Granite Dells Ranch development agreement, master plan, other related plan amendments, and annexation. Upon advice of the City Attorney, direction was also received to continue the subject public hearing on the rezoning application to a later date certain. July 14, 2009, has been selected as the date to which the public hearing should be continued. In the event the impact fee moratorium issue has not been resolved by July 14th, another continuation of the public hearing may be necessary.

Attachment - Notice of Public Hearing Rezoning RZ09-001

Recommended Action: **MOVE** to continue the public hearing on Granite Dells Ranch Rezoning RZ09-001 to a Special Meeting to be held on July 14, 2009, immediately following the regular 3:00 PM Council Meeting on that date.

**NOTICE OF PUBLIC HEARING
CITY OF PRESCOTT
REZONING**

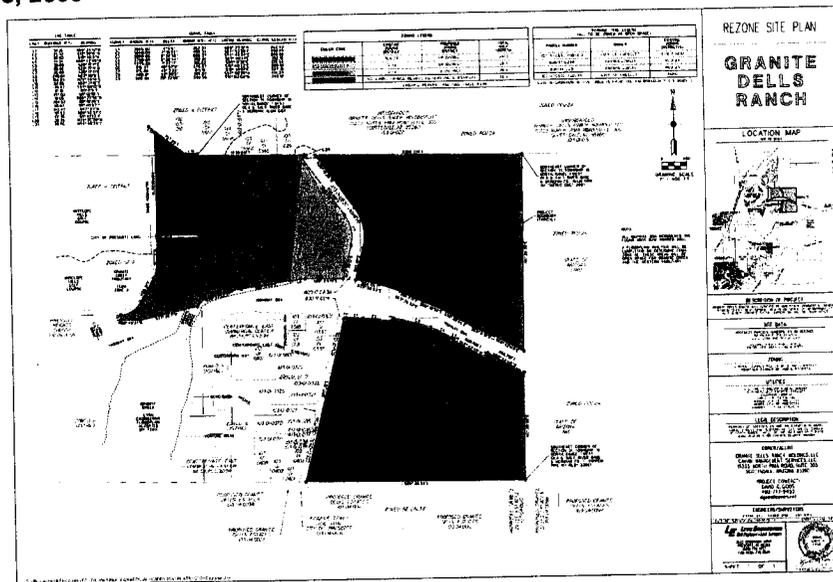
PUBLIC NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING will be held in Council Chambers, 201 South Cortez Street, Prescott, Arizona on **June 23, 2009**, immediately following the **3:00 PM Council Meeting at a Special Meeting of the City Council** to consider the following:

RZ09-001, GRANITE DELLS RANCH. APNs: 102-06-002E, 103-01-030A, 103-01-031A, 103-01-031B, 103-01-053C, 800-17-021E, 800-17-023W and portions of the Peavine Trail west of Granite Dells Estates (Fann). Totaling ± 450 acres. Recommendation for Rezoning includes Single-Family 9 (SF-9 = 9,000 square feet minimum) and Rural Estate-2 acre minimum (upon annexation) to Open Space (OS), Business Regional (BR), and Industrial Light (IL). Owner is Granite Dells Ranch Holdings (Cavan). Applicant/agent is Mark Reddie, LVA Urban Design Studio. Community Planner is Ryan Smith (928) 777-1209.

Any written issues or concerns with this item *must be received* by the City of Prescott Community Development Department, Attention: Thomas Guice, Director, 201 S. Cortez St., Prescott, Arizona 86303, *no later than 5:00 PM, June 17, 2009*, for inclusion in City Council Packets.

Details of the rezoning may be obtained at the City of Prescott Planning & Zoning Office, 201 S. Cortez Street, Prescott, Arizona 86303, or by calling Community Planner Ryan Smith at (928) 777-1209 or Community Development Director Tom Guice at (928) 777-1317.

**Publish 1x
June 8, 2009**



CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall, 201 S Cortez on May 27, 2009 at 4:30 PM in accordance with the statement filed with the City Clerk's Office.

Kathy Dudek
Kathy Dudek, Administrative Assistant
Community Development Department

COUNCIL AGENDA MEMO – June 23, 2009

IV-H

DEPARTMENT:

AGENDA ITEM: Discussion of election process including roles and responsibilities and verification of candidate petitions.

Approved By:

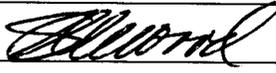
Date:

Department Head: Elizabeth A. Burke, City Clerk

06/19/09

Finance Director: Mark Woodfill

City Manager: Steve Norwood



Background

Councilwoman Suttles and Councilman Lamerson have requested that this be placed on the agenda to discuss the election process. Below I am including the information I sent out previously and on Tuesday we'll do a short PowerPoint to review the process further.

As you all know, there have been many questions on this year's candidate petitions and other election issues. ARS §16-351 addresses challenges filed by any interested party; however, the Statutes are vague on the role of the City Clerk's Office. We, therefore, have had to review the case law as shown in the League's Manual:

"It is the duty of the courts and not the clerk to determine the legal sufficiency of nomination petitions¹. The clerk need only determine that the nomination petition are substantially in regular form and contain the requisite number of signatures. The clerk has neither the right nor the duty to determine signers of the nomination petitions are qualified electors."

¹Sims Printing Co. v. Frohmler, 47 Ariz. 561, 58 P.2d 518
Hunt et al. v. Superior Court in and for Navajo County et al., 64 Ariz. 325, 170 P.2d 293

Both of these cases make it very clear that the clerk's role is to 1) receive petitions by the statutory deadline; 2) verify that they are in substantial form; and 3) verify that they contain the required number of signatures. The City Clerk's office, and for that matter all staff, have to maintain neutrality in all of their public duties, but especially with all aspects of the election process.

Recommended Action: Council's pleasure.

COUNCIL AGENDA MEMO – June 23, 2009

IV-I
SM²

DEPARTMENT: Budget and Finance

AGENDA ITEM:

**Public Hearing FY 2010 Budget, Expenditure Limitation and Tax Levy
Resolution Adopting Final FY 2010 Budget, Expenditure Limitation, City Job Roster,
and Identification of Unfunded Capital**

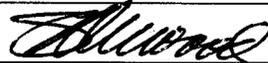
Approved By:

Date:

Department Head: Mark Woodfill

Finance Director: Mark Woodfill

City Manager: Steve Norwood



06/18/09

BACKGROUND

The fiscal year 2010 (FY10) budget process started in January with a workshop where council established the City's goals and priorities. From January to March City departments put together operating and capital plans to achieve these goals and priorities. During April and May the City Manager and budget staff reviewed and meet with Departments to refine these plans into a balanced budget.

At the Budget Workshop on May 21, 2009 the budget for FY10 was reviewed along with the projects that could not be funded. Council and staff made some modifications to this proposed budget and the tentative FY10 budget of \$180,818,693 was adopted by Council on June 9, 2009.

ITEM

This is the next step in the fiscal year 2010 budget process and includes:

- Public hearing on the fiscal year 2010 (June 23, 2009)
 - Budget
 - Expenditure Limitation
 - Property Tax Levy
- Consideration of a Resolution which establishes the
 - Establishes the FY10 Budget
 - Sets the FY10 Expenditure Limitation
 - Approves the City Job Roster
 - Identification Unfunded Capital Projects

Summary of the FY10 Budget:

	FY09	FY10	%
	Budget	Budget	Change/ Budget
Operating	80,833,236	81,448,527	0.8%
Capital Outlay/Projects	175,443,927	99,370,166	-43.4%
Total	256,277,163	180,818,693	-29.4%

Agenda Item: Public Hearing and Resolution No. 3974-0980

In November 2005 voters approved the "Home Rule Option" that requires the City Council establish the spending limit each year as part of the budget process. This resolution includes establishment of the Expenditure Limit for FY10 at \$180,818,693.00.

Attached for your review and consideration are:

- Resolution No. 3974-0980
- FY10 Budget Forms
- City's Complete Job Roster and Pay Scale
- Unfunded Capital Projects

At a July 14, 2009 Special Meeting the Council will consider the FY10 property tax levy.

Recommended Action: (1) MOVE to close the public hearing; and (2) MOVE to adopt Resolution No. 3974-0980.

RESOLUTION NO. 3974-0980

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FINALLY DETERMINING AND ADOPTING ESTIMATES OF PROPOSED EXPENDITURES FOR THE FISCAL YEAR 2010, AND DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR AND ESTABLISHING THE EXPENDITURE LIMITATION, APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT AND SETTING FORTH ITS DETERMINATION AS TO UNFUNDED CAPITAL AND OTHER UNFUNDED BUDGETARY REQUESTS

RECITALS:

WHEREAS, in accordance with the Provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes, the City Council did, on the 9th day of June, 2009, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Prescott; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Council met on June 23, 2009, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures, establishing the expenditure limitation, or tax levies; and

WHEREAS, the City Job Roster is included in the accompanying exhibit and the Council wishes to update its job roster and approve the job roster as provided by the Prescott City Charter; and

WHEREAS, Unfunded Capital Projects are included in the accompanying exhibits to this resolution and such projects have been determined not to be funded by the City of Prescott in the 2010 fiscal year; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 14, 2009, in Prescott City Council Chambers at 201 South Cortez Street, Prescott, Arizona for the purpose of making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in Arizona Revised Statutes, Title 42, Section 17051.A.

ENACTMENTS:

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

SECTION 1. THAT, the said estimates of revenue and expenditures shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of the City of Prescott for the fiscal year 2010.

SECTION 2. THAT, the expenditure limitation for the City of Prescott for fiscal year 2009 be established at \$180,818,693.

SECTION 3. THAT, the Roster of Jobs shown in the attached accompanying exhibit be adopted and approved by the City of Prescott and in accordance with Article IV of the Prescott City Charter.

SECTION 4. THAT, the Council in its legislative discretion has reviewed the budgetary items referred to in the annual budget proposals as "Unfunded Capital," which items are referred to in the accompanying exhibit referenced as Unfunded Capital and in the exercise resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposals and projects contained in or referred to in the "Unfunded Capital" exhibit. Further, the City Council has exercised its budgetary and legislative discretion with respect to its decision not to provide governmental funding or services for the Unfunded Capital items, as well as for the requested equipment, personnel, construction or maintenance of facilities or capital items requested in departmental budgetary proposals considered by the Council in its annual budget retreat and its review of the budget proposals of each city department, (Including all proposals for capital funding and that the decision not to fund, to repair, to improve, maintain, reconstruct). The Council has determined not to spend existing resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposal and unfunded projects requested by the City departments. This determination constitutes a decision by the City Council not to provide the resources necessary for such proposals to be funded, including specifically the decision as to which streets, sidewalks, sanitary sewers, and parking lots will be repaired, maintained, and reconstructed or otherwise funded for the ensuing fiscal year and which will not be funded.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 23rd day of June, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

CITY OF PRESCOTT, ARIZONA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2010

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2009	ACTUAL EXPENDITURES/EXPENSES ** 2009	FUND BALANCE/ NET ASSETS*** July 1, 2009**	PROPERTY TAX REVENUES 2010	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2010	OTHER FINANCING 2010		INTERFUND TRANSFERS 2010		TOTAL FINANCIAL RESOURCES AVAILABLE 2010	BUDGETED EXPENDITURES/EXPENSES 2010
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 33,857,409	\$ 32,015,617	\$ 11,061,644	Primary: \$ 1,235,701 Secondary:	\$ 29,422,757	\$	\$	\$ 250,000	\$ (1,769,743)	\$ 43,739,845	\$ 31,112,233
2. Special Revenue Funds	49,962,589	32,049,564	898,856		34,311,845	20,500,000		5,074,314	(3,490,615)	64,275,630	53,628,238
3. Debt Service Funds Available	2,369,675	2,369,675	223,209	1,646,680	453,615					2,323,504	1,986,840
4. Less: Designation for Future Debt Retirement											
5. Total Debt Service Funds	2,369,675	2,369,675	223,209	1,646,680	453,615					2,323,504	1,986,840
6. Capital Projects Funds	50,152,426										
7. Permanent Funds	100,000	100,000	708,892		25,000					733,892	100,000
8. Enterprise Funds Available	104,703,002	46,078,040	46,400,453		38,801,921	39,027,413		131,634	(320,590)	124,682,011	84,190,196
9. Less: Designation for Future Debt Retirement											
10. Total Enterprise Funds	104,703,002	46,078,040	46,400,453		38,801,921	39,027,413		131,634	(320,590)	124,682,011	84,190,196
11. Internal Service Funds	15,132,062	8,131,580	7,570,733		8,647,818			125,000		16,343,551	9,801,186
12. TOTAL ALL FUNDS	\$ 256,277,163	\$ 120,744,476	\$ 66,863,787	\$ 2,882,381	\$ 111,662,956	\$ 59,527,413	\$	\$ 5,580,948	\$ (5,580,948)	\$ 252,098,433	\$ 180,818,693

EXPENDITURE LIMITATION COMPARISON

	2009	2010
1. Budgeted expenditures/expenses	\$ 256,277,163	\$ 180,818,693
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	256,277,163	180,818,693
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 256,277,163	\$ 180,818,693
6. EEC or voter-approved alternative expenditure limitation	\$	\$

* Includes Expenditure/Expense Adjustments Approved in 2008-09 from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts invested in capital assets, net of related debt, and reserved/restricted amounts established as offsets to assets presented for informational purposes (i.e., prepaids, inventory, etc.).

CITY OF PRESCOTT, ARIZONA
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2010

	<u>2009</u>	<u>2010</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>1,278,666</u>	\$ <u>1,338,494</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ <u> </u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>1,214,192</u>	\$ <u>1,235,701</u>
B. Secondary property taxes	<u>1,937,779</u>	<u>1,646,680</u>
C. Total property tax levy amounts	\$ <u>3,151,971</u>	\$ <u>2,882,381</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>1,197,088</u>	
(2) Prior years' levies	<u>17,104</u>	
(3) Total primary property taxes	\$ <u>1,214,192</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>1,906,425</u>	
(2) Prior years' levies	<u>31,354</u>	
(3) Total secondary property taxes	\$ <u>1,937,779</u>	
C. Total property taxes collected	\$ <u>3,151,971</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.1839</u>	<u>0.1695</u>
(2) Secondary property tax rate	<u>0.2394</u>	<u>0.2002</u>
(3) Total city/town tax rate	<u>0.4233</u>	<u>0.3697</u>

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the City of Prescott did not operate any special assessment districts for which secondary property taxes are levied.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2010

SOURCE OF REVENUES	ESTIMATED REVENUES 2009	ACTUAL REVENUES* 2009	ESTIMATED REVENUES 2010
GENERAL FUND			
Local taxes			
Privilege and Use Tax	\$ 15,121,000	\$ 13,350,018	\$ 12,677,500
Franchise Taxes	1,564,191	1,577,355	1,608,902
Licenses and permits	895,915	406,827	397,750
Intergovernmental			
State	12,282,566	11,658,393	10,812,411
Local Jurisdictions	2,304,733	2,296,466	2,344,708
Charges for services	753,529	559,901	540,720
Fines and forfeits	449,000	448,750	442,500
Interest on investments	200,000	200,000	200,000
In-lieu property taxes	94,550	74,142	74,142
Miscellaneous	331,975	348,983	324,124
Total General Fund	\$ 33,997,459	\$ 30,920,835	\$ 29,422,757
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Intergovernmental - State	\$ 3,895,679	\$ 3,147,610	\$ 3,118,684
Intergovernmental - Local Jurisdictions	294,264	241,512	284,544
Miscellaneous	278,950	268,336	232,721
Total Highway User Revenue Fund	\$ 4,468,893	\$ 3,657,458	\$ 3,635,949
Local Transportation Assistance Fund			
Streets and Open Space Tax	\$ 14,684,000	\$ 12,810,002	\$ 12,195,000
Intergovernmental - State			1,000,000
Intergovernmental - County		98,654	2,010,000
Interest Earned	519,000	131,000	120,000
Intergovernmental - Local Jurisdictions	799,080	409,920	157,420
Miscellaneous		1,598	480,000
Total Local Transportation Assistance Fund	\$ 16,002,080	\$ 13,451,174	\$ 15,962,420
Transient Occupancy Tax			
Transient Occupancy Tax	\$ 680,715	\$ 530,000	\$ 491,817
Fees/Donations	37,000	30,000	38,000
Miscellaneous	3,000	3,036	100
Total Transient Occupancy Tax Fund	\$ 720,715	\$ 563,036	\$ 529,917
Capital Improvement Fund			
Interest Earned	\$ 176,389	\$ 250,000	\$ 250,000
Sale of Property		25,500	
Miscellaneous	1,000	500	500
Total Capital Improvement Fund	\$ 177,389	\$ 276,000	\$ 250,500
Impact Fees Fund			
Impact Fees	\$ 596,995	\$ 322,700	\$ 322,700
Miscellaneous	123,918	97,820	97,820
Total Impact Fees Fund	\$ 720,913	\$ 420,520	\$ 420,520
Grant Funds			
Miscellaneous Grants	5,169,923	1,394,392	13,512,539
Total Grants Fund	\$ 5,169,923	\$ 1,394,392	\$ 13,512,539
Total Special Revenue Funds	\$ 27,259,913	\$ 19,762,580	\$ 34,311,845

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2010

<u>SOURCE OF REVENUES</u>	<u>ESTIMATED REVENUES 2009</u>	<u>ACTUAL REVENUES* 2009</u>	<u>ESTIMATED REVENUES 2010</u>
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* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2010

SOURCE OF REVENUES	ESTIMATED REVENUES 2009	ACTUAL REVENUES* 2009	ESTIMATED REVENUES 2010
DEBT SERVICE FUNDS			
Special Assessments	\$ 322,151	\$ 322,151	\$ 332,151
Interest Earned	137,366	137,395	121,464
Total Debt Service Funds	\$ 459,517	\$ 459,546	\$ 453,615
PERMANENT FUNDS			
Acker Trust	20,000	25,000	25,000
	\$ 20,000	\$ 25,000	\$ 25,000
Total Permanent Funds	\$ 20,000	\$ 25,000	\$ 25,000
ENTERPRISE FUNDS			
Water Fund	\$ 22,030,453	\$ 15,454,609	\$ 16,040,675
Wastewater Fund	7,949,402	6,554,892	6,958,609
Solid Waste/Transfer Station Fund	9,798,603	9,068,208	9,400,449
Golf Course Fund	4,166,660	3,135,529	3,377,007
Airport Fund	14,122,642	1,727,634	2,960,681
Parking Garage Fund	75,800	60,282	64,500
Total Enterprise Funds	\$ 58,143,560	\$ 36,001,154	\$ 38,801,921
INTERNAL SERVICE FUNDS			
Central Garage Fund	\$ 4,481,785	\$ 4,664,351	\$ 3,709,176
Self-Insurance Fund	2,355,204	1,867,909	2,044,627
Facilities Maintenance Fund	1,180,934	1,182,456	990,793
Engineering Fund	2,357,610	2,052,868	1,903,222
Total Internal Service Funds	\$ 10,375,533	\$ 9,767,584	\$ 8,647,818
TOTAL ALL FUNDS	\$ 130,255,982	\$ 96,936,699	\$ 111,662,956

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2010

FUND	OTHER FINANCING 2010		INTERFUND TRANSFERS 2010	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Capital Improvement Fund	\$	\$	\$ 250,000	\$ (1,753,621)
1% Streets and Open Space Fund				(6,000)
Parking Garage Fund				(10,122)
Total General Fund	\$	\$	\$ 250,000	\$ (1,769,743)
SPECIAL REVENUE FUNDS				
Capital Improvement Fund	\$	\$	\$ 3,123,848	\$ (1,762,219)
1% Streets and Open Space Fund	20,500,000		253,205	(925,000)
Highway Users Revenue Fund			264,590	
Grant Funds			1,432,671	
Impact Fees Fund				(803,396)
Total Special Revenue Funds	\$ 20,500,000	\$	\$ 5,074,314	\$ (3,490,615)
DEBT SERVICE FUNDS				
	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS				
	\$	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$	\$
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Parking Garage Fund	\$	\$	\$ 10,122	\$
Solid Waste/Transfer Station Fund				(264,590)
Water Fund	27,524,433			(28,000)
Wastewater Fund	11,502,980			(28,000)
Airport Fund			121,512	
Total Enterprise Funds	\$ 39,027,413	\$	\$ 131,634	\$ (320,590)
INTERNAL SERVICE FUNDS				
Central Garage	\$	\$	\$ 125,000	\$
Total Internal Service Funds	\$	\$	\$ 125,000	\$
TOTAL ALL FUNDS	\$ 59,527,413	\$	\$ 5,580,948	\$ (5,580,948)

CITY OF PRESCOTT, ARIZONA
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2010

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2009	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2009	ACTUAL EXPENDITURES/ EXPENSES* 2009	BUDGETED EXPENDITURES/ EXPENSES 2010
GENERAL FUND				
City Council	\$ 59,353	\$	\$ 50,222	\$ 55,941
City Clerk	125,712		25,073	75,150
City Court	521,285		505,485	525,193
City Manager	1,604,204		1,575,502	1,760,663
Legal Department	285,357		264,958	277,292
Budget & Finance	1,911,028		1,514,077	1,746,610
Administrative Services	585,576		537,011	236,756
Community Development	2,430,949		2,206,904	1,638,460
Parks, Recreation & Library	6,079,335		5,962,392	5,452,628
Police Department	10,217,104		9,644,623	9,863,514
Fire Department	7,550,839		7,366,468	7,045,674
Regional Communications	2,486,667		2,362,902	2,434,352
Total General Fund	\$ 33,857,409	\$	\$ 32,015,617	\$ 31,112,233
SPECIAL REVENUE FUNDS				
Highway User Fund	\$ 4,165,866	\$	\$ 4,016,336	\$ 3,882,857
1% Streets and Open Space	23,225,513	4,437,595	21,895,353	29,388,936
Transient Occupancy Tax	839,122		672,691	594,393
Capital Improvement Fund	11,160,211		3,836,654	4,614,042
Impact Fee Fund	223,200		750	191,700
Grant Funds	5,911,082		1,627,780	14,956,310
Total Special Revenue Funds	\$ 45,524,994	\$ 4,437,595	\$ 32,049,564	\$ 53,628,238
DEBT SERVICE FUNDS	\$ 2,369,675	\$	\$ 2,369,675	\$ 1,986,840
CAPITAL PROJECTS FUNDS				
Public Safety Projects	\$ 42,818,040	\$ (4,437,595)	\$	\$
Park Upgrades	4,000,000			
Rodeo Grounds	3,196,981			
Runway 3R-21L Land	4,575,000			
Total Capital Projects Funds	\$ 54,590,021	\$ (4,437,595)	\$	\$
PERMANENT FUNDS				
Trust Funds	100,000		100,000	100,000
Total Permanent Funds	\$ 100,000	\$	\$ 100,000	\$ 100,000
ENTERPRISE FUNDS				
Water Fund	\$ 48,740,756	\$	\$ 18,144,334	\$ 55,707,840
Wastewater Fund	28,002,728		13,038,218	12,880,361
Solid Waste/Transfer Station	10,061,302		8,509,154	9,082,788
Golf Course Fund	4,470,926		4,219,596	3,372,782
Airport Fund	13,309,432		2,070,415	3,069,265
Parking Garage Fund	117,858		96,323	77,160
Total Enterprise Funds	\$ 104,703,002	\$	\$ 46,078,040	\$ 84,190,196
INTERNAL SERVICE FUNDS				
Central Garage	\$ 9,330,254	\$	\$ 3,010,207	\$ 4,689,818
Self-Insurance Fund	2,265,204		1,828,529	2,223,627
Engineering Fund	2,357,610		2,142,872	1,898,948
Facilities Maintenance Fund	1,178,994		1,149,972	988,793
Total Internal Service Funds	\$ 15,132,062	\$	\$ 8,131,580	\$ 9,801,186
TOTAL ALL FUNDS	\$ 256,277,163	\$	\$ 120,744,476	\$ 180,818,693

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2010

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES *	BUDGETED EXPENDITURES/ EXPENSES
	2009	2009	2009	2010
Public Works:				
1% Streets and Open Space	\$ 23,225,513	\$ 4,437,595	\$ 21,895,353	\$ 29,388,936
Streets (HURF) Fund	821,082		2,637,542	2,582,799
Engineering	2,357,610		2,142,872	1,898,948
Water Fund	48,740,756		18,144,334	55,707,840
Wastewater Fund	28,002,728		13,038,218	12,880,361
Department Total	\$ 103,147,689	\$ 4,437,595	\$ 57,858,319	\$ 102,458,884
Field Operations:				
Streets (HURF) Fund	\$ 3,344,784		\$ 1,378,794	\$ 1,300,058
Solid Waste/Transfer Station	10,061,302		8,509,154	9,082,788
Department Total	\$ 13,406,086	\$	\$ 9,887,948	\$ 10,382,846

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

POSITION ROSTER FY10			
Pos #	Position Description	FTE %	Pay Grade
12	ADMIN SVCS DIRECTOR	1.0000	open range
433	PURCHASING MANAGER	1.0000	74
	ADMINISTRATIVE SERVICES TOTAL	2.0000	
4	ACCOUNTING CLERK	1.0000	44
16	MANAGEMENT ANALYST	1.0000	66
23	AIRPORT OP TECH	1.0000	52
24	AIRPORT OP TECH	1.0000	52
25	AIRPORT OP TECH	1.0000	52
26	AIRPORT OP TECH	1.0000	52
33	AIRPORT MANAGER	1.0000	77
314	MAINTENANCE SPECIALIST	1.0000	59
	AIRPORT TOTAL	8.0000	
27	ANIMAL CNTRL OFFICER	1.0000	47
29	ANIMAL CNTRL OFFICER	1.0000	47
30	ANIMAL CNTRL OFFICER	1.0000	47
31	ANIMAL CNTRL SUPV	1.0000	68
	ANIMAL CONTROL TOTAL	4.0000	
2	ACCOUNTING CLERK	1.0000	44
3	ACCOUNTING TECH	1.0000	53
5	ACCOUNTING CLERK	1.0000	44
7	ACCOUNTING CLERK	1.0000	44
8	ACCOUNTING TECH	1.0000	53
9	ACCOUNTING TECH	1.0000	53
10	ACCOUNTING TECH	1.0000	53
35	ASST FINANCE DIR	1.0000	84
48	BUDGET MANAGER	1.0000	70
70	PRIVILEGE TAX AUDITOR ASSOCIATI	1.0000	60
133	CUSTOMER SVC MNGR	1.0000	70
171	FINANCE DIRECTOR	1.0000	open range
428	PRIVILEGE TAX AUDITR	1.0000	68
429	PRIVILEGE TAX SUPV	1.0000	70
470	ACCOUNTING TECH	1.0000	53
570	UTILITY BILLING SUPERVISOR	1.0000	66
	BUDGET/FINANCE TOTAL	16.0000	
50	BUILDING INSPECTOR	1.0000	58
51	BLDG INSP/PLANS EXAM	1.0000	68
57	CHIEF BLDG OFFICIAL	1.0000	77
75	COMMERCIAL SPECIALST	1.0000	68
341	PERMIT TECHNICIAN	1.0000	50
347	PLANS EXAMINER	1.0000	64
	BUILDING INSPECTION TOTAL	6.0000	
144	EQUIPMENT MECHANIC	1.0000	59
146	EQUIPMENT MECHANIC	1.0000	59
147	EQUIPMENT MECHANIC	1.0000	59
148	EQUIPMENT MECHANIC	1.0000	59
228	FLEET MAINT SUPV	1.0000	68
229	FLEET MAINT SUPT	1.0000	74
336	PARTS SPECIALIST	1.0000	52
544	SECRETARY	1.0000	44
605	EQUIPMENT MECHANIC	1.0000	59

	CENTRAL GARAGE TOTAL	9.0000	
59	CITY CLERK	1.0000	open range
252	ADMINISTRATIVE ASSISTANT	1.0000	53
	CITY CLERK TOTAL	2.0000	
60	CITY COURT CLERK	0.7500	42
61	CITY COURT CLERK	1.0000	42
62	CITY COURT CLERK	1.0000	42
63	CITY COURT CLERK	1.0000	42
64	CITY COURT CLERK	1.0000	42
459	SENIOR COURT CLERK	1.0000	46
	CITY COURT TOTAL	5.7500	
41	DEPUTY CITY MANAGER	1.0000	open range
67	CITY MANAGER	1.0000	open range
76	PUBLIC AFFAIRS DIRECTOR	1.0000	75
120	COUNCILMAN	1.0000	N/A
121	COUNCILMAN	1.0000	N/A
122	COUNCILMAN	1.0000	N/A
123	COUNCILMAN	1.0000	N/A
124	COUNCILMAN	1.0000	N/A
125	COUNCILMAN	1.0000	N/A
170	EXECUTIVE ASSISTANT	1.0000	61
241	GRANTS ADMINISTRATOR	1.0000	64
324	WATER MANAGEMENT ANALYST	1.0000	75
325	MAYOR	1.0000	N/A
432	DEPUTY CITY MANAGER	1.0000	open range
453	PUBLIC AFFAIRS COORDINATOR	1.0000	63
469	SR PROJECT MANAGER	1.0000	85
485	SP EVENTS COORD	1.0000	63
	CITY MANAGER TOTAL	17.0000	
71	CODE ENFORCEMENT OFF	1.0000	47
549	CODE ENFORCEMENT OFF	1.0000	47
550	CODE ENFORCEMNT SUPV	0.0000	68
	CODE ENFORCEMENT TOTAL	2.0000	
13	ADMIN ASSISTANT	1.0000	53
104	COMM DEV DIRECTOR	1.0000	open range
251	HISTORIC PRESERVATION SPECIALI	0.5000	64
342	PLANNER	1.0000	70
343	PLANNER	1.0000	70
344	PLANNER	1.0000	70
345	PLANNER	1.0000	70
454	ADMIN SPECIALIST	1.0000	52
455	SECRETARY	1.0000	44
579	ASST COMM DEV DIR	1.0000	84
	COMMUNITY DEVELOPMENT TOTAL	9.5000	
78	COMM SPECIALIST	0.7500	55
80	COMM SPECIALIST	1.0000	55
81	COMM SPECIALIST-trainee	1.0000	53
82	COMM SPECIALIST	1.0000	55
83	COMM SPECIALIST	1.0000	55
84	COMM SPECIALIST	1.0000	55
85	COMM SPECIALIST	1.0000	55
86	COMM SPECIALIST	1.0000	55
87	COMM SPECIALIST	1.0000	55
88	COMM SPECIALIST	1.0000	55

89	COMM SPECIALIST	1.0000	55
90	COMM SPECIALIST	1.0000	55
91	COMM SPECIALIST	1.0000	55
92	COMM SPECIALIST	1.0000	55
94	COMM SPECIALIST	1.0000	55
95	COMM SPECIALIST	1.0000	55
96	COMM SPECIALIST	1.0000	55
97	COMM SPECIALIST	1.0000	55
98	COMM SPECIALIST	1.0000	55
99	COMM SPECIALIST-trainee	1.0000	53
100	COMM SPECIALIST-trainee	1.0000	53
101	COMM SPECIALIST SUPV	1.0000	61
102	COMM SPECIALIST SUPV	1.0000	61
103	COMM SPECIALIST SUPV	1.0000	61
262	IT SPECIALIST	1.0000	0
352	REG COMM DIRECTOR	1.0000	80
556	COMM SPECIALIST	1.0000	55
557	COMM SPECIALIST	1.0000	55
558	COMM SPECIALIST	1.0000	55
559	COMM SPECIALIST SUPV	1.0000	61
564	COMM SPECIALIST SUPV	1.0000	61
600	ADMIN ASSISTANT	1.0000	53
COMMUNICATIONS TOTAL		31.7500	
109	CONST INSPECTOR	1.0000	58
110	CONST INSPECTOR	1.0000	58
111	CONST INSPECTOR	1.0000	58
114	CONST INSPECTOR	1.0000	58
115	CONST INSPECTOR	1.0000	58
117	CONST SVCS SUPERINTENDENT	1.0000	83
323	CONST INSPECTOR	1.0000	58
551	CONST INSPECTOR SUPV	1.0000	67
CONSTRUCTION SERVICES		8.0000	
20	ADMIN ASSISTANT	1.0000	53
291	MPO ADMINISTRATOR	1.0000	0
608	CYMPO PROGRAM MANAGER	0.5000	66
CYMPO TOTAL		2.5000	
140	ECONOMIC DEV DIR	1.0000	open range
443	ECONOMIC DEVELOPMENT SPECIAL	1.0000	59
ECONOMIC DEVELOPMENT TOTAL		2.0000	
14	DEVELOPMENT COORDINATOR	1.0000	56
55	CAD TECHNICIAN	1.0000	63
65	CITY ENGINEER	1.0000	88
119	CONTRACT SPECIALIST	1.0000	61
138	DEVLPMNT SVC MNGR	1.0000	70
339	PERMIT TECHNICIAN	1.0000	50
441	REG LAND SURVEYOR	1.0000	64
460	SR ENG TECHNICIAN	1.0000	70
500	DRAINAGE ENG-CIVIL	1.0000	82
552	CAPITAL PROJECT MANAGER	1.0000	81
569	CAPITAL PROJECT MANAGER	1.0000	81
ENGINEERING		11.0000	
128	CUSTODIAN	1.0000	35
130	CUSTODIAN	1.0000	35
131	CUSTODIAN	1.0000	35

300	FACILITIES MAINT SUP	1.0000	74
307	FACILITIES COORDINATOR	1.0000	52
309	MAINTENANCE TECH	1.0000	52
	FACILITIES MAINTENANCE TOTAL	6.0000	
17	ADMIN ASSISTANT	1.0000	53
43	BATTALION CHIEF	1.0000	Fire Step Plan
44	FIRE CAPTAIN (ACTING)	1.0000	Fire Step Plan
45	BATTALION CHIEF	1.0000	Fire Step Plan
46	BATTALION CHIEF	1.0000	Fire Step Plan
136	DEPUTY FIRE CHIEF	1.0000	88
172	BATTALION CHIEF	1.0000	Fire Step Plan
173	EMERGENCY SERVICES DIRECTOR	1.0000	open range
174	FIRE ENGINEER	1.0000	Fire Step Plan
175	FIRE ENGINEER	1.0000	Fire Step Plan
176	FIRE ENGINEER	1.0000	Fire Step Plan
177	FIRE ENGINEER	1.0000	Fire Step Plan
178	FIRE ENGINEER	1.0000	Fire Step Plan
179	FIRE ENGINEER	1.0000	Fire Step Plan
180	FIRE ENGINEER	1.0000	Fire Step Plan
181	FIRE ENGINEER	1.0000	Fire Step Plan
182	FIRE ENGINEER	1.0000	Fire Step Plan
183	FIRE ENGINEER	1.0000	Fire Step Plan
184	FIRE ENGINEER	1.0000	Fire Step Plan
185	FIRE ENGINEER	1.0000	Fire Step Plan
186	FIRE ENGINEER	1.0000	Fire Step Plan
187	FIRE ENGINEER	1.0000	Fire Step Plan
188	FIRE ENGINEER	1.0000	Fire Step Plan
189	FIRE CAPTAIN	1.0000	Fire Step Plan
190	FIRE CAPTAIN	1.0000	Fire Step Plan
191	FIRE CAPTAIN	1.0000	Fire Step Plan
192	FIRE CAPTAIN	1.0000	Fire Step Plan
193	FIRE CAPTAIN	1.0000	Fire Step Plan
194	FIRE CAPTAIN	1.0000	Fire Step Plan
195	FIRE CAPTAIN	1.0000	Fire Step Plan
196	FIRE CAPTAIN	1.0000	Fire Step Plan
197	FIRE CAPTAIN	1.0000	Fire Step Plan
198	FIRE CAPTAIN	1.0000	Fire Step Plan
199	FIRE CAPTAIN	1.0000	Fire Step Plan
200	FIRE CAPTAIN	1.0000	Fire Step Plan
201	FIRE CAPTAIN	1.0000	Fire Step Plan
202	FIRE CAPTAIN	1.0000	Fire Step Plan
203	PLANS EXAMINER	1.0000	64
204	FIRE INSPECTOR	1.0000	58
205	FIRE MARSHAL/DIV CHF	1.0000	85
206	FIREFIGHTER	1.0000	Fire Step Plan
207	FIREFIGHTER	1.0000	Fire Step Plan
208	FIREFIGHTER	1.0000	Fire Step Plan
209	FIREFIGHTER	1.0000	Fire Step Plan
210	FIREFIGHTER	1.0000	Fire Step Plan
211	FIREFIGHTER	1.0000	Fire Step Plan
212	FIREFIGHTER	1.0000	Fire Step Plan
213	FIREFIGHTER	1.0000	Fire Step Plan
214	FIREFIGHTER	1.0000	Fire Step Plan
215	FIREFIGHTER	1.0000	Fire Step Plan
216	FIREFIGHTER	1.0000	Fire Step Plan

217	WILDLAND CAPTAIN	1.0000	62
218	FIREFIGHTER	1.0000	Fire Step Plan
219	FIREFIGHTER	1.0000	Fire Step Plan
220	FIREFIGHTER	1.0000	Fire Step Plan
221	FIREFIGHTER	1.0000	Fire Step Plan
222	FIREFIGHTER	1.0000	Fire Step Plan
223	FIREFIGHTER	1.0000	Fire Step Plan
224	FIREFIGHTER	1.0000	Fire Step Plan
225	FIREFIGHTER	1.0000	Fire Step Plan
226	FIREFIGHTER	1.0000	Fire Step Plan
227	FIREFIGHTER	1.0000	Fire Step Plan
230	WILDLAND CREW SUPV	1.0000	68
231	CODE ENFORCEMENT OFF	1.0000	47
232	SQUAD BOSS	1.0000	54
233	SQUAD BOSS	1.0000	54
234	FUEL TECH/WW FF	1.0000	45
236	FUEL TECH/WW FF	1.0000	45
237	FUEL TECH/WW FF	1.0000	45
238	SQUAD BOSS	1.0000	54
451	SECRETARY	1.0000	44
468	FIRE PREVENTION AIDE	1.0000	44
536	WILDLAND DIV CHIEF	1.0000	78
597	FIRE ENGINEER	1.0000	Fire Step Plan
598	FIRE ENGINEER	1.0000	Fire Step Plan
599	FIRE ENGINEER	1.0000	Fire Step Plan
	FIRE TOTAL	76.0000	
36	PRO SHOP MNGR/TOUR DIR-BUYER	1.0000	60
239	GOLF MANAGER	1.0000	82
242	GREENS SUPT	1.0000	74
244	GREENSKEEPER	1.0000	41
245	GREENSKEEPER	1.0000	41
247	GREENSKEEPER	1.0000	41
248	GREENSKEEPER	1.0000	41
249	IRRIGATION TECH	1.0000	52
250	EQUIPMENT MECHANIC	1.0000	59
296	2ND ASST GREENS SUPT	1.0000	58
305	IRRIGATION TECH	1.0000	52
578	ASST GREENS SUPT	1.0000	64
	GOLF COURSE TOTAL	12.0000	
601	SOUS CHEF	1.0000	46
602	ASSISTANT MANAGER	1.0000	46
603	RESTAURANT MANAGER	1.0000	60
604	CHEF	1.0000	68
	GOLF COURSE RESTAURANT TOTAL	4.0000	
47	BENEFITS SPECIALIST	1.0000	58
253	HR ANALYST	1.0000	68
254	HR DIRECTOR	1.0000	open range
337	PAYROLL SPECIALIST	1.0000	68
	HUMAN RESOURCES TOTAL	4.0000	
32	APP MNGR/GIS COORD	1.0000	75
235	GIS SPECIALIST	1.0000	0
240	IT SPECIALIST	1.0000	0
256	IT SPECIALIST	1.0000	0
257	IT SPECIALIST	1.0000	0

258	IT SPECIALIST	1.0000	0
259	IT SPECIALIST	1.0000	0
260	HELP DESK MANAGER	1.0000	70
263	IT TECHNICIAN	1.0000	53
330	IT MANAGER	1.0000	84
546	NETWORK ENGINEER	1.0000	70
	IT TOTAL	11.0000	
54	OFFICE MANAGER	1.0000	58
56	CHIEF ASST CITY ATTY	1.0000	88
58	CITY ATTORNEY	1.0000	open range
68	CITY PROSECUTOR	1.0000	88
137	DETECTIVE	1.0000	62
269	LEGAL SECRETARY	0.5000	51
270	LEGAL SECRETARY	1.0000	51
331	PARALEGAL	1.0000	57
442	LEGAL ASSISTANT	1.0000	57
458	SR ASSIST CITY ATTY	1.0000	84
555	RISK MANAGEMENT TECH	1.0000	57
596	RISK MANAGER	1.0000	74
	LEGAL TOTAL	11.5000	
38	ASST LIBRARY DIR	1.0000	74
53	BUSINESS MANAGER	1.0000	58
132	CUSTODIAN	1.0000	35
267	LEAD LIBRARIAN	1.0000	65
268	LEAD LIBRARIAN	1.0000	65
271	LIBRARIAN	1.0000	61
272	LIBRARIAN	1.0000	61
273	LIBRARIAN	1.0000	61
274	LIBRARIAN	1.0000	61
275	LIBRARIAN	1.0000	61
276	LIBRARIAN	1.0000	61
277	LIBRARIAN	1.0000	59
278	LIBRARIAN	1.0000	61
280	LIBRARY ASSISTANT	0.5000	45
281	LIBRARY ASSISTANT	1.0000	45
282	LIBRARY ASSISTANT	1.0000	45
283	LIBRARY ASSISTANT	0.5000	45
284	LIBRARY ASSISTANT	1.0000	45
285	LIBRARY ASSISTANT	1.0000	45
286	LIBRARY ASSISTANT	1.0000	45
287	LIBRARY DIRECTOR	1.0000	82
288	LIBRARY NETWORK MGR	1.0000	70
289	LIBRARY SPECIALIST	1.0000	51
290	LIBRARY SPECIALIST	1.0000	51
306	MAINTENANCE TECH	1.0000	52
444	SECRETARY	1.0000	44
572	LIBRARY ASSISTANT	0.5000	45
573	LIBRARY ASSISTANT	0.5000	45
574	LIBRARY SPECIALIST	1.0000	51
	LIBRARY TOTAL	27.0000	
134	METERING SVCS SUPV	1.0000	54
326	METER READER	1.0000	43
327	METER READER	1.0000	43
328	METER READER	1.0000	43

METERING SERVICES TOTAL		4.0000	
18	ADMIN ASSISTANT	0.0000	53
149	EQUIPMENT MECHANIC	1.0000	59
264	LNDSCP COORDINATOR	1.0000	60
265	MAINTENANCE TECH	1.0000	52
266	MAINTENANCE WORKER	1.0000	41
302	MAINTENANCE TECH	1.0000	52
304	MAINTENANCE TECH	1.0000	52
308	MAINTENANCE TECH	1.0000	52
310	MAINTENANCE WORKER	1.0000	41
313	MAINTENANCE WORKER	1.0000	41
333	PARKS REGIONAL COORDINATOR	1.0000	62
334	PARKS REGIONAL COORDINATOR	1.0000	62
335	PARKS SECURITY RGR	1.0000	51
435	RECREATION COORD	1.0000	63
436	RECREATION LEADER	0.5000	41
437	RECREATION LEADER	0.5000	41
438	PRK/REC/LIB DIRECTOR	1.0000	open range
440	RECREATION SUPV	1.0000	68
446	SECRETARY	1.0000	44
488	SUPT LAKE / PARKS	1.0000	74
498	PARKS MAINT SUPT	1.0000	74
499	TURF & IRR COORD	1.0000	57
PARKS & RECREATION TOTAL		20.0000	
15	ADMIN ASSISTANT	1.0000	53
40	DEPUTY CHIEF OF POLICE	1.0000	88
105	PUBLIC SAFETY SPECIALIST	0.5000	49
106	PUBLIC SAFETY SPECIALIST	0.7500	49
107	COMM SV WRKR MONITOR	1.0000	44
108	COMM SV WRKR MONITOR	1.0000	44
127	CRIME PREV SPECIALIST	0.5000	49
332	PARKING CNTRL MONITOR	1.0000	47
349	POLICE CHIEF	1.0000	open range
350	POLICE LIEUTENANT	1.0000	lice Step Plan
351	POLICE LIEUTENANT	1.0000	lice Step Plan
353	POLICE SERGEANT	1.0000	lice Step Plan
354	POLICE OFFICER	1.0000	lice Step Plan
355	POLICE OFFICER	1.0000	lice Step Plan
356	POLICE OFFICER	1.0000	lice Step Plan
357	POLICE OFFICER	1.0000	lice Step Plan
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382	POLICE OFFICER	1.0000	lice Step Plan
383	POLICE OFFICER	1.0000	lice Step Plan
384	POLICE SERGEANT	1.0000	lice Step Plan
385	POLICE OFFICER	1.0000	lice Step Plan
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406	POLICE OFFICER	1.0000	lice Step Plan
407	POLICE OFFICER	1.0000	lice Step Plan
408	POLICE OFFICER	1.0000	lice Step Plan
409	POLICE OFFICER	1.0000	lice Step Plan
410	POLICE RECORDS CLERK	1.0000	51
411	POLICE RECORDS CLERK	1.0000	51
413	POLICE RECORDS CLERK	1.0000	51
415	POLICE RECORDS CLERK	1.0000	51
416	POLICE RECORDS SPVR	1.0000	68
417	POLICE RSRCH ANALYST	1.0000	62
418	POLICE SERGEANT	1.0000	lice Step Plan
419	POLICE LIEUTENANT	1.0000	lice Step Plan
420	POLICE SERGEANT	1.0000	lice Step Plan
421	POLICE SERGEANT	1.0000	lice Step Plan
422	POLICE SERGEANT	1.0000	lice Step Plan
423	POLICE SERGEANT	1.0000	lice Step Plan
424	POLICE SERGEANT	1.0000	lice Step Plan
425	POLICE SERGEANT	1.0000	lice Step Plan
426	POLICE SERGEANT	1.0000	lice Step Plan
430	PROP&EVIDENCE TECH	1.0000	51
431	PROP&EVIDENCE TECH	1.0000	51
448	SECRETARY	1.0000	44
449	SECRETARY	0.5000	44
452	SECRETARY	0.5000	44
560	POLICE OFFICER	1.0000	lice Step Plan

561	POLICE OFFICER	1.0000	lice Step Plan
562	POLICE OFFICER	1.0000	lice Step Plan
563	POLICE OFFICER	1.0000	lice Step Plan
565	POLICE RECORDS CLERK	1.0000	51
	POLICE TOTAL	87.7500	
19	ADMIN ASSISTANT	1.0000	53
69	CITY UTILITIES ENG	1.0000	88
116	CAPITAL PROJECT MNGR	1.0000	81
118	CONTRACT SPECIALIST	1.0000	61
142	PUBLIC WORKS DIRECTOR	1.0000	open range
526	WATER CONV COORD	1.0000	66
553	CIVIL ENGINEER	1.0000	82
566	SECRETARY	1.0000	44
567	CAPITAL PROJECTS MANAGER	1.0000	81
568	SR ENG TECHNICIAN	1.0000	70
571	CAPITAL PROGRAM MANAGER	1.0000	86
	PUBLIC WORKS TOTAL	11.0000	
6	ACCOUNTING CLERK	1.0000	44
11	ACCOUNTING TECH	1.0000	53
73	COMM EQUIP OPERATOR	1.0000	54
74	COMM EQUIP OPERATOR	1.0000	54
139	FIELD OPS SUPERVISOR	1.0000	68
159	EQUIPMENT OPERATOR	1.0000	52
160	EQUIPMENT OPERATOR	1.0000	52
161	EQUIPMENT OPERATOR	1.0000	52
162	EQUIPMENT OPERATOR	1.0000	52
255	COMM EQUIP OPERATOR	1.0000	54
292	MAINTENANCE SPCLST	1.0000	59
462	SR EQUIP OPERATOR	1.0000	56
465	SR EQUIP OPERATOR	1.0000	56
466	SR EQUIP OPERATOR	1.0000	56
467	SR EQUIP OPERATOR	1.0000	56
482	FIELD OPS SUPERVISOR	1.0000	68
483	FIELD OPS MANAGER	1.0000	open range
484	FIELD OPS SUPERINTENDENT	1.0000	77
540	COMM EQUIP OPERATOR	1.0000	54
575	EQUIPMENT OPERATOR	1.0000	52
576	EQUIPMENT OPERATOR	1.0000	52
589	EQUIPMENT OPERATOR	1.0000	52
590	EQUIPMENT OPERATOR	1.0000	52
592	EQUIPMENT OPERATOR	1.0000	52
593	EQUIPMENT OPERATOR	1.0000	52
607	ACCOUNTING CLERK	1.0000	44
	SOLID WASTE TOTAL	26.0000	
150	EQUIPMENT OPERATOR	1.0000	52
151	EQUIPMENT OPERATOR	1.0000	52
152	EQUIPMENT OPERATOR	1.0000	52
153	EQUIPMENT OPERATOR	1.0000	52
155	EQUIPMENT OPERATOR	1.0000	52
156	EQUIPMENT OPERATOR	1.0000	52
157	EQUIPMENT OPERATOR	1.0000	52
158	EQUIPMENT OPERATOR	1.0000	52
295	MAINTENANCE SPCLST	1.0000	59
316	MAINTENANCE TECH	1.0000	52

318	MAINTENANCE WORKER	1.0000	41
319	SR EQUIP OPERATOR	1.0000	56
320	MAINTENANCE WORKER	1.0000	41
321	MAINTENANCE WORKER	1.0000	41
322	MAINTENANCE WORKER	1.0000	41
457	ADMIN ASSISTANT	1.0000	58
461	SR EQUIP OPERATOR	1.0000	56
464	SR EQUIP OPERATOR	1.0000	56
486	FIELD OPS SUPERINTENDENT	1.0000	77
487	FIELD OPS SUPERVISOR	1.0000	68
490	TRAFFIC CNTRL WORKER	1.0000	53
491	TRAFFIC CNTRL WORKER	1.0000	53
492	TRAFFIC CNTRL SUPERVISOR	1.0000	64
541	FIELD OPS SUPERVISOR	1.0000	68
591	EQUIPMENT OPERATOR	1.0000	52
594	EQUIPMENT OPERATOR	1.0000	52
595	EQUIPMENT OPERATOR	1.0000	52
	STREETS TOTAL	27.0000	
493	TRAFFIC ENGINEER	1.0000	88
494	TRAFFIC ENG TECHN	1.0000	63
495	TRAFFIC SIGNAL SPCL	1.0000	61
496	TRAFFIC SIGNAL SPCL	1.0000	61
497	TRAFFIC SIGNAL SUPV	1.0000	70
	TRANSPORTATION SERVICES TOTA	5.0000	
1	ADMIN SPECIALIST	1.0000	52
299	MAINTENANCE SPCLST	1.0000	59
476	SR UTILITY WRKR	1.0000	52
477	SR UTILITY WRKR	1.0000	52
478	SR UTILITY WRKR	1.0000	52
479	SR UTILITY WRKR	1.0000	52
480	SR UTILITY WRKR	1.0000	52
501	UTILITIES OP MANAGER	1.0000	86
510	UTILITY WORKER	1.0000	48
511	UTILITY WORKER	1.0000	48
512	UTILITY WORKER	1.0000	48
513	UTILITY WORKER	1.0000	48
514	UTILITY WORKER	1.0000	48
515	UTILITY WORKER	1.0000	48
516	WW COLLECTION SUPV	1.0000	68
517	WASTEWATER SUPT	1.0000	77
606	WATER PROTECTION SPECIALIST	1.0000	59
	WASTEWATER COLLECTION TOTAL	17.0000	
298	MAINTENANCE SPCLST	1.0000	59
518	WW TREAT PLANT OP	1.0000	59
519	WW TREAT PLANT OP	1.0000	59
520	WW TREAT PLANT OP	1.0000	59
521	WW TREAT PLANT OP	1.0000	59
522	WW TREAT PLANT OP	1.0000	59
523	WW TREAT PLANT OP	1.0000	59
524	WW TREAT PLANT OP	1.0000	59
525	WW TREAT PLANT OP	1.0000	59
532	WATER OPERATOR	1.0000	56
537	WWTP LAB TECH/REL OP	1.0000	59
538	WWTP OP SUPERVISOR	1.0000	70

539	WWTP OP SUPERVISOR	1.0000	70
	WASTEWATER TREATMENT TOTAL	13.0000	
297	MAINTENANCE SPCLST	1.0000	59
456	SECRETARY	1.0000	44
471	SR UTILITY WRKR	1.0000	52
472	SR UTILITY WRKR	1.0000	52
473	SR UTILITY WRKR	1.0000	52
474	SR UTILITY WRKR	1.0000	52
475	SR UTILITY WRKR	1.0000	52
502	UTILITY WORKER	1.0000	48
504	UTILITY WORKER	1.0000	48
505	UTILITY WORKER	1.0000	48
506	UTILITY WORKER	1.0000	48
507	UTILITY WORKER	1.0000	48
508	UTILITY WORKER	1.0000	48
509	UTILITY WORKER	1.0000	48
535	WATER SUPERINTENDENT	1.0000	77
	WATER DISTRIBUTION TOTAL	15.0000	
527	WATER DIST SUPV	1.0000	68
528	WATER OPERATOR	1.0000	56
529	WATER OPERATOR	1.0000	56
530	WATER OPERATOR	1.0000	56
531	WATER OPERATOR	1.0000	56
533	WATER PROD SUPV	1.0000	68
534	WATER QUAL TECHN	1.0000	56
	WATER PRODUCTION TOTAL	7.0000	
	FY10 TOTAL FTE'S	520.7500	

Unfunded Capital - Summary

<u>Project Description</u>	<u>FY2010</u>
<u>General Government</u>	
Environmental Insurance	209,000
Total General Government	<u>209,000</u>
 <u>Finance/Information Technology</u>	
E-Mail Archiving System	75,000
Total Finance/IT	<u>75,000</u>
 <u>Parks, Recreation & Library</u>	
Ken Lindley Wall	200,000
Play Area Surfacing	163,000
Total Parks, Recreation & Library	<u>363,000</u>
 <u>Regional Communications</u>	
Alarm Monitoring	41,265
Total Regional Communications	<u>41,265</u>