PRESCOTT CITY COUNCIL
STUDY SESSION AGENDA

PRESCOTT CITY COUNCIL	**Council Chambers**
STUDY SESSION	**201 S. Cortez Street**
TUESDAY, JULY 7, 2009	**Prescott, AZ 86303**
3:00 P.M.	**(928) 777-1100**

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

- **CALL TO ORDER**
- **INTRODUCTIONS**
- **INVOCATION**: Reverend Julia McKenna, Spiritual Architect
- **PLEDGE OF ALLEGIANCE**: Councilwoman Lopas
- **ROLL CALL**:

MAYOR AND CITY COUNCIL:

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

- **SUMMARY OF CURRENT OR RECENT EVENTS**

I. DISCUSSION ITEMS

A. Discussion/direction on City of Prescott Resolutions to be presented to the Resolutions Committee of the League of Arizona Cities and Towns.

B. Commission on Aging:

1. Adoption of Resolution No. 3977-1003 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the creation of a Commission on Aging as a standing committee of the City of Prescott.

2. Appointment of initial members to the Commission on Aging.

C. Purchase of two side-load refuse trucks with extended warranty from Trucks West of Phoenix in the amount of $455,700.00.

D. Adoption of Ordinance No. 4707-1002 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending the Prescott City Code by Amending Title IV, Chapter 4-12 regarding Cable Television Systems.

E. Public Hearing and adoption of Resolution No. 3976-1002 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, proposing an extension of the Alternative Local Expenditure Limitation.

F. Adoption of Ordinance No. 4706-1001 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, levying upon the assessed valuation of the property within the City of Prescott, subject to taxation, a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions for the purpose of paying interest upon bonded indebtedness, and providing funds for the general municipal expenses, all for the fiscal year ending the 30th day of June, 2010.

G. Approval of annual support and licensing agreement with Tyler Technologies for Munis software in the amount of $79,160.00.

H. Adoption of Resolution No. 3975-1001 - A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement ("IGA") with Yavapai County Office of Emergency Management that establishes Unified Emergency Management for the tri-city area and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

I. Lowe's Project:

1. Adoption of Resolution No. 3978-1005 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement ("IGA") with Yavapai County for building permit issuance, inspections and approvals for Yavapai County Assessor's Parcel Numbers 112-05-049, 112-09-183 and 112-09-226B (Lowe's).

2. Amendment to Lowe's Site Plan, Grading Plan and Landscape Plan.

J. Approval of Amendment One to Contract 2009-136 with A. Miner Contracting, Inc. in the amount of $262,688.48 for the Zone 39 Water Main and Pump Station Upgrade Project.

K. Adoption of Ordinance No. 4708-1003 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the purchase of real property belonging to David A. and Lindsey S. Kesterson and the acquisition of certain rights of way, drainage easements and temporary construction easements therefrom for the widening of Iron Springs Road, and authorizing the Mayor and City staff to take all necessary steps to effectuate said purchases.

L. Approval of a Professional Services Agreement with Corollo Engineers in an amount not to exceed $438,605.00 for the Airport Zone Production/ Recovery Well Site Project.

M. Award of contract to C&S Engineers, Inc. in the amount of $210,325.00 (City Share $30,325.00) for providing environmental services at the airport in accordance with the U.S. National Environmental Policy Act (NEPA) requirements.

N. Adoption of Resolution No. 3973-1004 – 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.

O. Notice of Public Hearing (July 14) and consideration of a liquor license application from Robert Thomas Pike, applicant for Piper Premium Beverages, for a Series 4, Wholesaler, license for Piper Premium Beverages located at 697 Sixth Street #104.

P. Approval of minutes of the Prescott City Council Public Workshop held on May 26, 2009, the Joint Special Meeting/Study Session of June 2, 2009, the Regular Voting Meeting of June 9, the Joint Special Meeting/Study Session of June 16, 2009 and the Joint Voting/Special Meeting of June 23, 2009.

Q. Selection of items to be placed on the Regular Voting Meeting Agenda of July 14, 2009.

II. ADJOURNMENT

I-A

COUNCIL AGENDA MEMO – 07/07/09 & 07/14/09
DEPARTMENT: City Manager
AGENDA ITEM: Approval of resolutions to be submitted to the League of Arizona Cities and Towns for the 2010 Legislative Session

Approved By:		**Date:**
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood Craig McCormick for	7-1-09

Item Summary

This item is to review, discuss, and determine which resolutions initiated by the City, or prepared by other municipalities for which co-sponsorship has been requested, should be submitted to the League of Arizona Cities and Towns (the League).

Background

Each year the League holds an annual meeting to review resolutions brought forward from its member cities and towns for the following legislative session. Each resolution submitted must be broadly applicable to cities and towns, and have a second city or town signed on as a co-sponsor. Last year Prescott submitted four resolutions which were subsequently approved by the League's Resolutions Committee for inclusion in the League's legislative agenda. None of these resolutions were incorporated in bills introduced in either the Senate or House.

The Prescott resolutions for this cycle include three adopted last year, unchanged; and two new ones. The City has been asked additionally to co-sponsor several resolutions from other cities, which are attached.

Prescott Resolutions

Resolution #1 Urges the Legislature to modify the liquor laws to give greater consideration to municipalities' recommendations on proposed liquor licenses to significantly increase municipal input. This resolution was adopted by the League, but did not become legislation for the 2009 session.

Resolution #2 Urges the Legislature to modify state statutes to allows cities to request a price range for professional services in a Request for Proposals or Statement of Qualifications solicitation, as one of several criteria to be used in evaluating the submittal. This resolution was also adopted by the League, but did not become legislation.

Resolution #3 Urges the Legislature to amend Title 39 to allow municipalities to recover actual staff costs when responding to voluminous requests for public records. The resolution recommends adding a search fee and actual hourly costs of personnel

needed to research vague or overly broad requests, such as "all e-mails" or, in Prescott's case, "all Big Chino documents", which can literally comprise a truckload of paper. This resolution was adopted by the League, but did not become legislation.

Resolution #4 Urges the Legislature to amend election statutes to clarify the steps to be taken by the City Clerk's office when nomination petitions are submitted. The resolution proposes language that would allow City Clerks to remove signatures that were obtained prior to the date the candidate filed their statement of organization or $500 Threshold Exemption Statement, and those from a location outside of the city/town.

Resolution #5 Urges the Legislature to amend Titles 16 and 19 to provide for independent agency review of municipal candidate election issues. This resolution proposes an independent agency be authorized to investigate challenges to candidate election issues (residency, verification of signatures on the nominating petition, campaign finance questions, etc.) so municipalities can remain impartial and citizens do not have to file lawsuits in order to raise a candidate election issue.

Other Resolutions for which Co-sponsorship has been Requested

City of Yuma Two resolutions: 1) amending statutes to allow cities and towns the option to publish notices, agendas, and other statutorily mandated publications on an official website; and 2) amending statutes and regulations to allow cities and towns the authority to provide emergency ambulance transportation services within their jurisdiction.

City of Flagstaff Four resolutions: 1) recommending that the State of Arizona continue to support retention of existing economic development tools and programs, and increase access to new tools for cities to remain competitive; 2) supporting continued funding of the Housing Trust Fund; 3) urging the Legislature to establish a mechanism for the creation of sustainable energy financing district authority; and 4) recommending the Legislature amend statutes to identify and establish funding sources for Arizona Water Supply Revolving Fund Development authorized by HB2692.

Town of Oro Valley One resolution: urging the Legislature to support the Arizona Heritage Fund and refrain from diverting its funds in future years.

City of Sierra Vista One resolution: urging the Legislature to develop legislation that allows greater flexibility in annexing county islands.

City of Sedona One resolution: requesting the State support conservation and protection of open space and other natural resources as value-added to the current and best use value test of State Trust Land transactions.

Agenda Item: Approval of resolutions to be submitted to the League of Arizona Cities and Towns for the 2010 Legislative Session

Other requests for co-sponsorship may be received by the City prior to the July 7, 2009, Study Session. In this event, copies will be distributed upon receipt, for discussion at the July 7th and July 14th meetings.

Attachments
- City initiated Resolutions #1 through #5
- Resolutions for which co-sponsorship has been requested

Recommended Action:

July 7, 2009, Study Session	Presentation and discussion of resolutions.
July 14, 2009 Voting Session	Final recommendations, reflecting discussion at the July 7th Study Session, will be placed in the Council agenda packet for this meeting.

Prescott Resolution #1

Urges the Legislature to modify state liquor laws to enhance the ability of municipalities to address community-related problems associated with liquor establishments, such as requiring the Department of Liquor Licenses and Control and the State Liquor Board give greater consideration to city recommendations on proposed liquor licenses.

Submitted by:

City of Prescott,

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A. Purpose and Effect of Resolution

This resolution proposes to modify state liquor laws to improve the ability of municipalities to address public safety and quality of life concerns associated with problem liquor establishments, primarily through the State Liquor Department and Board. Some examples are as follows:

1) Allow cities to request a hearing of the State Liquor Board at the time of renewal for existing licenses when sufficient reason exists to request the Board to not renew the license; and/or
2) Create a 12-month provisional permit for licenses when a municipality recommends denial of a license but the Board grants approval; and/or
3) Modify the definition of licensed premises to include parking lots of bars and liquor stores; and/or
4) Hold license applicants accountable to commitments made during the application process.
5) Modify the membership of the State Liquor Board to include a municipal law enforcement representative.
6) **Give careful consideration to a municipality's concerns regarding the owner/manager, particularly when factual research demonstrates poor past performance.**

B. Relevance to Municipal Policy

Poorly managed liquor establishments pose considerable problems for law enforcement and surrounding neighborhoods, such as crime, noise violations and parking issues. Reforms to liquor laws increasing the consideration of impacts to neighborhoods would greatly enhance the ability of municipalities to protect public safety and quality of life in these neighborhoods. Legislation addressing problem liquor establishments and changes to Arizona liquor laws have been an ongoing challenge for cities and towns. Cities and towns should have the ability to plan their communities as they believe best, including the location and operation of liquor establishments. The proposed provisions allow cities to have a greater role in the liquor licensing process for liquor establishments to ensure that are addressed.

C. Importance of Resolution to Your City or Town

Legislation addressing problem liquor establishments and changes to Arizona liquor laws have been an ongoing challenge for cities and towns. Cities and towns should have the ability to plan their communities as they believe best, including the location and operation of liquor establishments. The proposed provisions allow cities to have a greater role in the liquor licensing process for liquor establishments to ensure that are addressed.

D. Fiscal Impact to Cities and Towns

These provisions should result in fewer police calls for liquor establishment-related incidents, reducing the need for law enforcement resources and increased costs to cities and towns.

E. Fiscal Impact to the State

Anticipated costs to the State would be minimal, primarily one time administrative implementation costs by the State Liquor Department and Board.

F. Contact Information

Prescott Resolution #1

Name: Connie Tucker
Phone: (928) 777-1144
Title: Management Analyst
Email: connie.tucker@cityofprescott.net

PRESCOTT RESOLUTION #2

Urges the Legislature to modify State Statutes to allow cities and towns to request a price range in a Request for Proposal or Statement of Qualification solicitation for Professional Services.

Submitted by: City of Prescott,

A. Purpose and Effect of Resolution

This resolution proposes to modify State Statutes 34-103 and 34-603 to allow municipalities to request a price range for the fees associated with the services listed in a Request for Proposal/Statement of Qualifications (RFP/SOQ) solicitation. The price range will only be one of several criteria used to evaluate the proposals and would not be allowed to be weighted more than 20% of the total score.

B. Relevance to Municipal Policy

34-103 does not allow a municipality to consider fees for services in the selection process for certain professional services. This has led to many instances where municipalities spend weeks in the selection process and find that the fees charged by the #1 rated firm far exceed the budgeted amount. The municipality is then required to restart the negation process with the #2 firm, and so on until a fee within the budgeted amount is agreed upon. In some cases, the municipality has to reissue the RFP/SOQ because they are unable to reach an agreement on fees, resulting in months of delay in starting a project and increasing the costs associated with the project.

The RFP/SOQ process is an important component of any municipality's Capital Improvement Program. Any delay to the process will ultimately result in increased costs to the citizens of the municipality. Having the ability to evaluate the fee structure range at the beginning of the process will enable a municipality to save time and start the project sooner.

C Fiscal Impact to Cities and Towns

This provision should allow municipalities more timely completion of their needed capital projects and other projects requiring professional services, as well as ultimately saving the taxpayers money.

D. Fiscal Impact to the State

There should be no increased fiscal impact to the State.

E. Contact Information

Connie Tucker, Management Analyst for the City of Prescott at 928-777-1144 or connie.tucker@cityofprescott.net.

PRESCOTT RESOLUTION #3

Amending Title 39-121.01(D) to allow additional fees for voluminous or substantial public records requests.

Submitted by: City of Prescott,

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A. Purpose and Effect of Resolution

Municipalities conduct hundreds of public records requests each year. While the majority of such requests are routine, and involve only minimal amounts of documents or a specific document, a small percentage of the records requests require intensive staff time to research and copy the requested records. At a time when municipal budgets are strained and staff increases are unlikely, these voluminous requests will have a significant impact on city staff. Amending Title 38 to provide for and cover the actual staff time and costs for these requests by allowing municipalities to assess a search fee and actual hourly fees to recoup the employee costs involved in fulfilling these voluminous requests will help prevent unduly burdensome and expensive requests, including frivolous type requests, from being foisted on the general public. **Our proposal is that requests involving in excess of 100 pages of documents, or those which involve substantial amounts of research, location and assembly time by city staff, involving in excess of one hour of staff time (such as archival requests for voluminous documents, substantial historical and data base research, and many other such requests, which could also include requests such as all e-mails between two particular agencies or within a department, such as a police department, etc) be billed at the actual costs of the clerical and staff time for such personnel as are necessarily and actually involved in processing the request.**

B. Relevance to Municipal Policy

Transparency is essential to municipal government and processing public records requests is one component of that transparency. **However, some requests are tendered, whether inadvertently or otherwise,** entailing undue expense and cost to local government and of course, ultimately the taxpayers. The amount of resources required to respond to a **small percentage of voluminous records requests, and these appear to be increasing exponentially, are not adequately covered within the statutory limitations for fees.** Often, huge boxes of archival material, e-mails, and massive document searches cause hours of staff time and expense. Currently there is no incentive for requesting parties not to focus their inquiries to what they actually are seeking and some of the many **requests appear to be excessive or actually designed or intended to be burdensome or oppressive.** Establishing a reasonable, actual cost fee for these searches will encourage persons to be more specific and directed in their public records requests and will ensure that the extreme costs and time involved in huge requests will not be an additional burden on already strained municipal resources.

Again, by way of example, some requests are very vague and over-broad, i.e. "all e-mails" when a city receives tens of thousands of e-mails in a week, or "all documents related to Project X" where Project X is a multi-phase, multi-year project that involves a literal truckload of documents. These types of requests involve excessive staff time, ultimately costing our citizens. Our city and many others have received numerous such requests this past year. If the requestors had to pay for the actual costs associated with these requests, the requestors **may be inspired and would have incentive** to narrow the scope of the request and limit it to the documents they truly want. **Currently, there is no such incentive and no method for the government to recover the excessive time and costs foisted upon the taxpayers and municipal departments.**

C. Fiscal Impact to Cities and Towns

Cities would be able to recover the actual costs associated with complying with the public records requests, allowing strained staff and financial resources to be used for local services. Requestors desiring huge truckloads of documents should reasonably bear the actual staff time and costs for their voluminous requests.

D. Fiscal Impact to the State

The State would also be able to recover its actual costs as well when processing public records requests.

E. Contact Information

Connie Tucker, Management Analyst for the City of Prescott at 928-777-1144 or connie.tucker@prescott-az.gov.

PRESCOTT RESOLUTION # 4

Amending Title 16, Chapter 3, Article 3, Signature Requirements, clarifying steps to be taken by the City Clerk's Office upon submission of nomination petitions by candidates.

Submitted by: Prescott,

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A. Purpose and Effect of Resolution

While the Arizona Revised Statutes provides specific steps to be taken by the secretary of state (city clerk) when initiative/referendum petitions are filed with their office, the Statutes are void of any such steps on the part of candidate nomination petitions, and the office(s) must rely on case law to determine what, if anything, is to be done when petitions have not be completed properly.

Understanding that the city clerk's office is to maintain neutrality in its duties, basic steps are included in this resolution to help alleviate many of the questions raised during the election process and eliminate the need for many of the challenges by electors, which can provide a personal hardship for them, while not impacting such neutrality.

The recommended steps would include the ability of the city clerk to (1) remove signatures that were obtained prior to the date the candidate filed their statement of organization or $500 Threshold Exemption Statement; and (2) remove signatures that are from a location outside of the city/town.

While there are other discrepancies for which challenges may be filed by an elector and determined by the courts, these two steps could be taken without the neutrality of the office being impacted.

B. Relevance to Municipal Policy

The citizens of our municipalities expect basic steps to be taken on the part of the city clerk's office when candidates submit nomination petitions. Many citizens are under the impression that all signatures are verified on candidate petitions. While these proposed steps would not meet all of the expectations of the citizens with regard to petition verification, which would be cost prohibitive, they would provide an opportunity for obvious names to be stricken.

C. Fiscal Impact to Cities and Towns

While it does place an added burden on the Clerk's Office during the election process, it could also eliminate much of the need for challenges to be filed, and these challenges have a fiscal impact on cities/towns as well. The exact impact would be dependent upon the number of elections and candidates filing for those elections.

D. Fiscal Impact to the State

The secretary of state's office would also have the added burden during the election process, and the impact would again be dependent upon the number of elections and candidates filing for those elections.

E. Contact Information

Connie Tucker, Management Analyst for the City of Prescott at 928.777.1144 or connie.tucker@prescott-az.gov.

PRESCOTT RESOLUTION #5

Urging the Legislature to amend Titles 16 and 19 to provide for independent agency review of municipal candidate election issues

Submitted by: Prescott,

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A. Purpose and Effect of Resolution

Municipalities conduct elections on a regular basis. While current election law allows a City Clerk to engage in ministerial duties in order to maintain the City's posture of fairness, impartiality and neutrality, at times the government is criticized for failing to engage in strict candidate qualification review. Municipalities are accused of bias if a non-ministerial review is conducted or if one is not. In most instances, under Titles 16 and 19, the onus to file an election challenge on non-ministerial matters falls on the electors, and the only avenue for such a challenge is to file a lawsuit. These citizens bear the expense and cost of such legal challenges. In order to provide for challenges that ensure compliance with applicable election laws and candidate qualification laws, and to ensure that the election processes are both fair and lawful, it is recommended that current statutes be amended to provide for independent agency review on candidate issues and challenges. The independent agency could be the County or the Attorney General's Office, or any similar agency not connected to the municipality. The effect of this resolution will be to provide a neutral avenue which allows review of candidate challenges by an agency not involved in the election process and which allows for an alternative to citizens having to file individual suits and incur out of pocket expenses in order to pursue legal challenges.

B. Relevance to Municipal Policy

The public perception of neutrality and fairness is essential to the election process. When a candidate files a nomination paper, petitions, financial statements or other candidate documents, including a candidate or circulators affidavit, a local government is placed in a situation where its impartiality may be questioned, whether the municipality acts or whether it cannot act as a matter of law. If a municipality does not perform non-ministerial review, it can be accused of bias. Similarly, if it undertakes any non-ministerial review it can be accused of favoring a particular candidate or candidates. For this reason, having these types of issues subject to a complaint driven review process will serve the dual purpose of legal candidacy and ensuring the public perception of election fairness.

C. Fiscal Impact to Cities and Towns

There would be a minimal fiscal impact, mostly associated with staff time and supply of necessary documents to an independent agency for review.

D. Fiscal Impact to the State

Fiscal impact to the State would include staff time for and expenses associated with any review of any candidate election complaints. Intergovernmental agreements providing for mutual election aid could be utilized to lessen or equalize any costs for the entities involved in the review processes.

E. Contact Information

Connie Tucker, Management Analyst for the City of Prescott at 928-777-1144 or connie.tucker@prescott-az.gov.

Requests that statutes, including A.R.S. §39-204, requiring publication of notices, agendas, reports, and other statutorily mandated publications, in a newspaper, be amended to allow cities and towns the option to publish on an official website.

Submitted by:
City of Yuma, City of Bullhead City

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A. Purpose and Effect of Resolution

There are no less than 26 statutes, including 16 in Title 9, that require cities and towns to publish, in a newspaper, notices, agendas, financial reports, etc. These statutes specify the number of times a notice must be published and when and where publication must be made. Some statutes also dictate the size of the notice (e.g. quarter page) and the font size. Publication must be in a newspaper of general circulation having "a bona fide list of paying subscribers", in the county where the city is located.

° Yuma (population approximately 90,000) has only one local daily newspaper which has an average, county-wide, daily circulation of 21,000-22,000.

°Bullhead City (population approximately 40,000) has a city-wide circulation of the daily newspaper of 5,481.

The current trends indicate that more and more people are accessing news and information through electronic media and the internet rather than through traditional news and information sources, such as newspapers or other publications. Allowing cities to publish required notices to an official municipal website or other electronic media may reach exponentially more people at a lesser cost, freeing those resources for vital municipal services.

B. Relevance to Municipal Policy

Cities seek to provide the most information to the widest audience as quickly as possible. The internet is rapidly overtaking newspapers as the primary source of news and information. Posting required notices on an official website will reach a wider audience in less time and keep citizens better informed on matters that affect them.

C. Fiscal Impact to Cities and Towns

Expenditures by City:

	08-09*	07-08	06-07
Yuma	$27,685	$35,158	$27,978
Bullhead City	$36,663	$26,940	$39,754

*through May 2009

Allowing cities the option to publish on their website will free these funds for critical services.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state.

E. Contact Information

Name: Connie Scoggins
Title: Assistant City Attorney
Phone: (928) 373-5055 Email: Connie.Scoggins@YumaAZ.gov

LEAGUE OF ARIZONA CITIES & TOWNS
2010 RESOLUTION FORMAT

Text of Resolution *(Insert one or two concise sentences describing what action or policy you are proposing.)*

Urges the Legislature to amend the laws and regulations concerning the Certificate of Necessity (CON) processes and requirements to grant cities & towns the authority to provide emergency ambulance transportation services within their jurisdictions. The State should issue a CON to any city or town that has the ability to provide such services to persons in such jurisdiction.

Submitted by: *(List the municipalities sponsoring this Resolution – there must be at least two.)*

City of Yuma

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A. Purpose and Effect of Resolution ***(Explain why your proposal and any relevant background information.)***

It is time to rethink Arizona's ambulance regulations. The problem is both with the legislative approach and the administrative approach of the State. There are currently many local governments that are ready to improve their emergency medical services, but cannot because of the statutory scheme and rules developed by the Arizona Department of Health Services Bureau of Emergency Medical Services. If allowed, many local governments could improve the emergency medical services to their citizens. Local governments would work to coordinate the system across municipal and provider CON boundaries as they already have done with urban fire services. Integrated transport systems could also be provided. This would result in increased quality assurance and system efficiencies, in both service levels and cost.

Arizona's former Auditor General, Douglas R. Norton, in his 1999 performance audit made a number of pertinent findings, including that the CON process "does not meet goals, is an unnecessary form of regulation", and that the system "limits competition". When explaining how the system was flawed Mr. Norton explained that the system was a barrier to local government involvement. The 1999 audit asks the State to convene a committee to find ways to include local government and adequately regulate real quality indicators.

The CON legislation should be amended so that any municipality can provide emergency ambulance transport services using their own fire department.

B. Relevance to Municipal Policy ***(Explain how the resolution impacts cities/towns throughout the State.)***

By allowing Cities to provide EMS transport services themselves, the quality of the service can be improved. The local government will have effective control over this important public safety function and have the ability to integrate the function into their public safety infrastructure. Local government will also be able to effectively integrate the EMS transportation function into mutual aid agreements and emergency management function without the artificial barriers inherent in the current CON system.

C. Fiscal Impact to Cities and Towns ***(Explain the potential fiscal impact, if any, to cities/towns. Include any cost estimates if possible.)***

The ability to make local decisions about EMS transportation will provide opportunities for local governments to evaluate costs. Efficiencies can be achieved and costs recovered resulting in a lessening

of the need for general fund dollars for public safety. Local governments providing these services will result in a managed costs and cost recovery.

D. Fiscal Impact to the State ***(Identify possible state or federal funding sources and if this impact to the state would be an appropriation of monies or a tax credit, exemption, etc.)***

The State should see a reduction in the need to monitor and adjudicate disputes between ambulance providers. This will be a cost reduction. The Auditor General in his report suggested that the CON process was not cost efficient or needed.

E. Contact Information

Name: _____ Title: _____

Phone: _____ Email: _____

LEAGUE OF ARIZONA CITIES & TOWNS
2010 RESOLUTION FORMAT

Recommend that the State of Arizona continue to support retention of existing economic development tools and programs and increase access to new tools for cities to help them remain competitive nationally and internationally. Economic development remains a strong driver to the State's economy by providing high wage jobs and thereby increasing revenues to municipalities and the State.

Submitted by:

Cities of Flagstaff
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A. Purpose and Effect of Resolution

Although a resolution addressing economic development was submitted last year and was accepted by the committee, it is important that economic development continue to be a goal for the League given that 91percent of the state's income tax revenues come from municipalities. Cities and towns are the economic engines that positively impact the state's financial well being.

In order to attract new, high-wage jobs to Arizona to sustain our economic health it is crucial that we have adequate tools to be competitive. Cities and towns need additional support from the State for new job attraction because they frequently must compete with not only a city in another state but also with a state government. In addition, we are now often competing internationally for companies. Arizona's competitive edge against these areas has been diminished.

The purpose of this resolution is to maintain existing programs like the GPLET and job training funding while identifying and implementing new programs that assist municipalities in their efforts to attract new business, keep current business, and retain business expansion in the state.

B. Relevance to Municipal Policy

The disparity between the cost of living and availability of good paying jobs is significant, especially in Flagstaff and other rural communities. High wage jobs are critical for the economic health of Arizona's cities and towns. Unfortunately, Arizona lacks the economic tools to assist municipalities in attracting high-wage employers. Individual municipalities require significantly more incentives than can be provided solely through local funding in order to be successful.

C. Fiscal Impact to Cities and Towns

Creating and funding economic development programs to support local government's efforts to bring business to Arizona would allow both the state and municipalities to experience increased employment and tax revenues. State programs are critical in the effort to attract new business to Arizona or to assist a local business that is considering expanding in another state rather than expanding in Arizona.

D. Fiscal Impact to the State

Creating and funding economic development programs to support local government's efforts to bring business to Arizona, both the state and municipalities would experience increased employment and tax revenues. Existing programs need to be maintained and reinforced to remain competitive.

E. Contact Information

Name: Jim Wine Title: Deputy City Manager

Phone: 928-779-7685, ext. 7299 Email: jwine@flagstaffaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS
2009 RESOLUTION FORMAT

Request and encourage the Arizona State Legislature to establish the mechanism for the creation of sustainable energy financing district authority. In addition, encourage the Arizona State Legislature to identify and define energy efficiency and renewable energy as a public benefit that enhances the public good and promotes the health, safety, prosperity, security, and general welfare of the community.

Submitted by: City of Flagstaff

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A. Purpose and Effect of Resolution

Sustainable energy financing district authority enables local government to create a financing mechanism to provide up front funds to residential and commercial property owners for energy efficiency improvements and renewable energy systems. Property owners can opt in to finance energy improvements and renewable energy installation on their property and repay financing through a property tax assessment.

Energy efficiency and renewable energy creates an opportunity to utilize our nation's resources wisely and secure reliable, clean, and safe energy. In the current economic climate the upfront financial commitment necessary to implement energy efficiency retrofits and deploy renewable energy installations is often a barrier for property owners. Energy efficiency and renewable energy financing programs can remove these barriers.

In Arizona, energy efficiency and renewable energy financing programs have significant potential to stimulate the state's economy and transition residents to sustainable energy use and production. Such programs can deliver benefits beyond energy independence, including a new source of workforce stabilization and development, increase value and comfort of buildings, protection from increasing energy costs and increased community awareness.

Energy efficiency and renewable energy financing programs have been developed in numerous communities across the nation. The states of California and Colorado have passed legislation that allows city and county agencies to establish sustainable energy financing district authorities, defines energy efficiency and renewable energy as a public benefit, and grants the authority to issue bonds.

The federal government currently encourages the installation and use of renewable energy through a series of federal tax incentives and credits. Arizona also has several tax incentive -based programs to encourage the production of renewable energy. These incentives collectively make renewable energy projects more affordable only after installation but do little to address the upfront financial commitment.

Improving the energy efficiency of existing structures and deploying renewable energy installations supports Arizona House Bill 2638, which requires towns, cities, and counties with a population greater than 150,000 to adopt an energy element to their planning policies that will encourage and provide incentives for the efficient use of energy. The bill also requires that community general plans contain an assessment that identifies policies and practices that will provide for the greater use of renewable energy sources. In addition, this resolution builds on House Bill 2355, which is currently in the house.

This resolution also supports the efforts of the American Recovery and Reinvestment Act of 2009 efforts to jumpstart our economy and save and create millions of jobs. Furthermore, this resolution supports Arizona regulated utilities' efforts to meet the Arizona Corporation Commission's Renewable Energy Standard that requires 15% of their energy generation to come from renewable resources by 2025.

Additionally, Flagstaff and many other cities and towns in Arizona have signed-on to the U.S. Mayor's Climate Protection Agreement in 2006 and have committed to reduce the community's greenhouse gas (GHG) emissions by 7% below 1990 levels by 2012. Supporting the creation of sustainable energy financing district authority directly supports this goal, as well as the Governor's Executive Order No. 2006-13 which established a statewide goal to reduce Arizona's future GHG emissions to the 2000 emissions level by 2040.

B. Relevance to Municipal Policy

This resolution would support cities that choose to promote energy efficiency and renewable energy practices within their communities. Many of Arizona communities are working to improve the efficiency of existing building stock in the residential and commercial sectors to promote sustainability and help protect community members from rising energy costs.

C. Fiscal Impact to Cities and Towns

Sustainable energy financing district authority would allow local governments to proactively provide a mechanism for property owners to decrease their fossil fuel use and increase energy cost savings. Establishing sustainable energy financing district authority and municipal financing programs can remove upfront financial barriers for property owners that would like to incorporate energy efficiency retrofit and renewable energy projects. Incorporating opt-in participation to the program protects property owners that do not choose to participate unlike a standard district. Incremental pay back either through property tax or utility bills ensures the loan stays with the property. Thus, funds that would otherwise have paid higher operating costs are freed to pay for other municipal priorities.

D. Fiscal Impact to the State

There are no fiscal impacts to the State. Sustainable energy district authority would allow for opt-in energy efficiency and renewable energy financing programs at the fiscal responsibility of the property owner.

E. Contact Information

Name: Jim Wine Title: Deputy City Manager

Phone: 928-779-7685, ext. 7299 Email: jwine@flagstaffaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS
2010 RESOLUTION FORMAT

Support the maintenance and continued funding of the Housing Trust Fund administered by the Arizona Department of Housing. This flexible funding source is critical to smaller communities' efforts to assist the most vulnerable populations in achieving safe and decent housing.

Submitted by:

City of Flagstaff

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A. Purpose and Effect of Resolution

Support public efforts to provide suitable housing and the continued maintenance and funding of the Housing Trust Fund ("HTF") administered by the Arizona Department of Housing. The HTF is a critical tool for communities in providing safe and decent housing for vulnerable and low-income populations, especially the smaller and rural communities. The funds have provided shelter for the homeless, emergency response to fire closures, health and safety repairs for the elderly and disabled, homeownership opportunities and many other important functions. For communities not eligible for Federal and alternative sources, which are available to major metropolitan communities, this resource is vital to serving those who are unable to help themselves. Additionally, the level of flexibility in the HTF allows it to serve populations outside what most Federal funding sources are restricted to. The HTF must be funded at a level able to sustain the valuable role it plays in Arizona's housing.

B. Relevance to Municipal Policy

The support of the HTF will preserve cities'/towns' ability to provide safe and decent housing for vulnerable populations. It can provide projects or act as leverage for local, Federal and private dollars which combine to produce expanded tangible benefit. The reduction of HTF funds restricts cities'/towns' ability to provide safe and decent housing and shelter.

C. Fiscal Impact to Cities and Towns

The fiscal impact on cities/towns is the sustained ability to apply for and utilize HTF dollars to serve vulnerable populations, react to urgent situations, and leverage outside funds to complete important projects.

D. Fiscal Impact to the State

The HTF is already a program of the State and has been a valuable and effective one. The preservation of its funding would potentially require reductions from other sources to address the current and anticipated State budget situation.

E. Contact Information

Name: Jim Wine Title: Deputy City Manager

Phone: 928-779-7685, ext. 7299 Email: jwine@flagstaffaz.gov

LEAGUE OF ARIZONA CITIES & TOWNS
2010 RESOLUTION FORMAT

Identify and establish funding sources for Arizona Water Supply Revolving Fund Development authorized by H. B. 2692

Submitted by:

City of Flagstaff

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A. Purpose and Effect of Resolution

H.B. 2692 contains the statement that the Legislature finds that many water providers in Arizona, particularly in rural areas, lack access to sufficient water supplies to meet the long term water demands and these providers need financial assistance to construct water supply projects and obtain additional water supplies. The purpose of this resolution is to add to this Act additional revenue sources that would provide dependable, long term financial assistance consistent with the legislative intent.

B. Relevance to Municipal Policy

There is no funding available to support water supply development in rural Arizona. As surface water supplies dwindle and aquifers are reduced due to consumption, potential climate changes, water supplies need to be augmented for sustainability, the economic well being, and quality of life in Arizona. The lack of water will impact the environment, recreation, tourism and second home development even in the areas which have dependable water supplies. Water conservation is a solution for some areas but most of rural Arizona has already developed this to a large extent. This will require financing of large rural projects if rural Arizona is to pay "their own pay" for these projects. A funding mechanism needs to be enacted to insure monies are available for loans or other funding solutions are available for these communities.

Long term financing is needed so that cities and towns in rural Arizona do not deplete their bonding capacity to finance large water projects or they simply will not be able to afford these water supply projects. This is an issue that is not isolated to rural Arizona and will have an impact on larger municipalities as water becomes scarce.

C. Fiscal Impact to Cities and Towns

The source of revenue for the Water Supply Fund must be matched to the ultimate size and the length of time needed to accrue a sufficient amount of funds to offer loans. A large number of big water projects are needed throughout Arizona for a long term and the revenue sources need to provide a permanent, dependable, and sufficient income for a long period of time. Assets in a sufficient quantity to serve the water development needs of Arizona are needed and must be dependable.

D. Fiscal Impact to the State

Potential revenue sources include additional property tax allocations (Ad valorem taxes), annual groundwater withdrawal fees for water pumped, transaction privilege tax or a tax assessed on the sale of water, impact fees on new development based on their use of water, well impact fees for new ground water well development and/or more appropriations from the Legislature.

E. Contact Information

Name: Jim Wine Title: Deputy City Manager

Phone: 928-779-7685, ext. 7299 Email: jwine@flagstaffaz.gov

League of Arizona Cities and Towns
2010 Resolution

Urges the State Legislature to support the Arizona Heritage Fund and to refrain from diverting funds from the Arizona Heritage Fund in future years.

Submitted: Town of Oro Valley and _____

A. Purpose and Effect of Resolution

The State of Arizona, like the rest of the nation, faces a severe economic crisis that has devastated the ability of governments at all levels to provide the same levels of services and programs that have traditionally been funded. Declining revenues necessitate reexamination of all government operations to ensure the continuation of vital and essential government operations while at the same time ensuring compliance with budget statutes that require spending only in accordance with expected revenues.

The challenge is to ensure that funding decisions made in the short term do not have unwarranted or uncorrectable consequences in the future. One area in which cuts would have many negative consequences is in the Arizona Heritage Fund. Since 1990, the Arizona Heritage Fund has helped protect wildlife, conserve habitat, preserve historic buildings and archeological sites and provide safe playground equipment for children in community parks, among other accomplishments. Protecting these important resources and providing well maintained parks are essential to Arizona's economy, unique quality of life and for the future of our children and grandchildren.

B. Relevance to Municipal Policy

The funding of the Arizona's parks and wildlife programs have been severely affected by cuts in local, state and federal budgets and Arizona must not allow parks to deteriorate or to close altogether, which would endanger those parks so important to Arizona's economy and that of many communities. In addition, Arizona's wildlife programs need solid, ongoing and predictable funding to withstand the ever-increasing pressures from development, road building and other activities that fragment and destroy habitat.

C. Importance of Resolution to Your City or Town

The Town of Oro Valley is the home of several large high tech industrial employers, whose employees desire to live in a community that provides ample parks and wildlife programs for their children. In addition, the Town has relied upon Arizona Heritage Fund grants for the restoration of the Steam Pump Ranch historic site, the creation of a dog park and facility improvements at one of our community parks. The Town of Oro Valley believes it is in the best interest for the health, safety and welfare of the residents and the State of Arizona to leave the Arizona Heritage Fund intact and not to divert funds from the Arizona Heritage Fund during upcoming fiscal years.

D. Fiscal Impact to Cities and Towns

The availability of parks, historical properties and wildlife programs in close proximity to Arizona's cities and towns can be expected to have a positive fiscal impact. The ability of cities and towns to attract and retain clean, high-paying jobs based upon the availability of outstanding recreational and historical facilities will result in a positive impact to our economy with long term improvements to local property and sales tax bases.

E. Fiscal Impact to the State

While the appropriation of funding for the Arizona Heritage Fund will have an immediate effect upon state budget appropriations, this investment will pay off many times over for the State's future economy through an increased per capita income from a highly educated workforce who move their families here, as well as direct increases in tax payments from industries that will select Arizona over other competing locations in which to locate their headquarters, manufacturing, research and other facilities whose employees insist on a full service community.

F. Contact Information

Tory Schlievert, Management Assistant, (520) 229-4700, tschlievert@orovalleyaz.gov

LEAGUE OF ARIZONA CITIES AND TOWNS
2009 RESOLUTION

Urges the Governor and the State Legislature to develop and pass legislation that allows greater flexibility in annexing county islands within counties.

Submitted by: City of Sierra Vista and _____

A. **Purpose and Effect of Resolution:** Over the past 30 years, the State Legislature has made changes in annexation law to respond to actions by local governments that have had unintended, and often negative, consequences. In 1980, the Legislature disallowed "strip" annexation by communities wanting to annex only highly lucrative commercial properties. That same legislation also changed the law further to disallow the creation of county islands, recognizing that having such islands completely surrounded by an incorporated city or town is not good public policy. Other steps have been taken within state law to improve the process, but more are needed, one in particular.

   Although new county islands can no longer be created, unfortunately a number of cities and towns in Arizona still have such areas within their incorporated city limits. The islands are governed by the laws of their respective county, which is a branch of local government largely designed to provide rural services and a one-size-fits-all approach to planning and growth management. Depending on the individual county/city, disparities between county and city regulations allow such things as: greater quantity of junk cars; less enforcement of property maintenance; a lower standard of road maintenance; overall higher response times for emergency services; no municipal refuse collection; and a host of other differences. In many cases, these service and/or enforcement differences are taking place literally across the street from areas with the same density and neighborhood type. In the case of Sierra Vista, there are areas adjacent to county islands that have noticeable reductions in property values in comparison to other similar areas of town.

   It is time to correct this one last significant problem in annexation law and allow a rural city or town more flexibility to extend urban services to these urban islands. This could include removing the tie to assessed valuation in the process; allowing property owners with multiple properties within an annexation area to have a vote for each property; requiring property owners to sign a petition to opt out of a county island annexation rather than opt in, to address those areas with high out-of-town owners; or any combination of these methods.

B. **Relevance to Municipal Policy:** Consistent service delivery to a community's residents insures that all areas of a city or town are appropriately managed. Counties, by design, are funded to provide a rural level of service. But such a service level within the middle of an urban area can, and has, led to problems that bleed over into incorporated cities. Lower property values because of little or no neighborhood enforcement; higher crime because of fewer sheriff deputies available at any given time and high response times; no bus service provided to lower income areas that are in the middle of a community – these are just a few examples of how county islands can negatively impact a municipality.

C. **Fiscal Impact to Cities and Towns:** If legislation moves forward that allows greater flexibility in annexing county islands, it would be up to cities and towns themselves to

determine timing on annexing these areas if they choose. Those communities that choose to move forward will need to extend their services to newly annexed areas. Those costs would be different for each community. But nothing in the legislation should require a city or town from annexing county islands if they feel they cannot provide services. It should be noted that counties currently providing services to these islands, if annexed, would save some money not doing so in the future.

D. **Fiscal Impact to the State:** There is no fiscal impact to the state when it comes to which local government provides local services. Minor adjustments in state-shared revenues would be made based on any population changes, but it would be a reshuffling of the total allocation, not an increase in state revenues to local government.

E. **Contact Information:**

Mary Jacobs, Assistant City Manager
Phone: 520-458-3315
Email: mjacobs@ci.sierra-vista.az.us

Agenda Item #11: Alternative language for resolution

Modified Draft Resolution

"Support conservation and protection of open space, plant, animal, water, and other natural resources as value-added to the current and best use value test of State Trust Land Transactions, particularly in those regions of the State where preservation of natural resources is critical to the highest and best use development of undeveloped land in adjacent unincorporated communities, incorporated cities and State Trust lands."

Submitted by:

City of Sedona, AZ

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A. Purpose and Effect of Resolution

Arizona has over nine million acres of land currently held in trust for the common schools. It is generally understood that the Arizona Constitution requires Trust lands be sold or leased for the highest appraised value to the highest bidder at public auction. Earning money for Arizona's public schools is the primary mission of the Trust. It has been the opinion of some that this goal is irreconcilable with any goal to preserve state trust land as open space or to use it to preserve wildlife corridors or other similar uses. However, it may very well be that incorporation of open space, wildlife corridors, and other less impactful land uses into the future development of state trust lands could have the effect of enhancing rather than reducing the overall value of such lands. The resolution being proposed would recognize that a higher overall value of the land to the Trust could be obtained in some situations by making consideration for the protection and value of open space, plant, animal and/or water resources a part of the current test for highest and best use, . Additional benefits coming from such a policy change would be, more sustainable development of the land, better long-term manageability for Cities, Towns and Counties, and further enhancement of the value and desirability of adjacent state lands and other properties.

Consideration for the value and benefit of open space and conservation in Trust land would enable adjacent Arizona communities to plan for more sustainable development and provide an opportunity to ensure that managed growth occurs in, around and between communities. Consideration for open space, plant, animal and or water resources would ease growing concerns of unsustainable growth, provide human/animal interaction and a natural feel to the developable area, allow for cluster-development with consideration for open space, and control the amount of new infrastructure – including infrastructure that adds to the beneficiary base of the State Trust, making lands even more attractive to developers and increasing their value to the schools.

B. Relevance to Municipal Policy

Trust lands are a substantial component of the process under Arizona's 1998 Growing Smarter program and are integrated into the General Plans of many communities across the state. Some regions, like the Verde Valley for example, are dependent on the appropriate development of Trust land in order to meet important regional goals such as, preserving open space and community character, and insuring that communities do not grow together. This situation can derail efforts for regional cooperation in planning and thwart real opportunities for reasonable, sustainable development that has common benefits to all communities.

C. Fiscal Impact to Cities and Towns

If state land sales can incorporate consideration of the above-mentioned factors into the calculation of the highest and best use of the land, the resulting fiscal benefits for cities and towns will include improved consideration for open space and development methods that value wildlife corridors and preservation increases the development potential for undeveloped land, thereby protecting the values of other nearby land and expanding the economic base of the community and the state.

D. Fiscal Impact to the State

Any perceived loss of immediate revenue for the Trust would be offset by the economic benefits that result from the improved ratio of development to open space and conservation, the subsequent enhanced value and development potential for the adjacent Trust lands and other properties, and slowing the number of new beneficiaries dependent on the Trust – particularly schools.

E. Contact Information

Name: Alison Zelms
Phone: (928) 204-7120
Title: Assistant City Manager
Email: azelms@sedonaaz.gov

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I-B

COUNCIL AGENDA MEMO – 07/07/09 & 07/14/09

DEPARTMENT: City Council

AGENDA ITEM: Adoption of Resolution No. 3977-1003 authorizing the creation of a Commission on Aging as a standing committee of the City

Approved By:	**Date:**
Department Head: Elizabeth A. Burke, City Clerk	06/30/2009
Finance Director: Mark Woodfill	
City Manager: Steve Norwood Craig Blowell for	7-2-09

Summary

The attached resolution will create a Commission on Aging as a standing committee of the City.

Background

Mayor Wilson has been working with Al Carlow and others on the creation of a Commission on Aging. Additionally, he has asked Councilman Bell to serve as the liaison to this Commission.

The attached resolution would create this Commission on Aging as a standing committee of the City, and the following individuals are being recommended for initial appointment to the Commission: Al Carlow, Audrey Formosa, Chip McLaughlin, Ski Cahall, Ann Somerville, Bill Arnold and Dr. Matthies.

Mr. Carlow will make a PowerPoint presentation at the Council meeting to further discuss this recommendation.

As outlined in the resolution, the Commission would consist of seven members appointed by the Mayor and Council to serve three-year terms (after the initial appointment where three would serve two-year terms and four would serve three-year terms to provide for staggering of terms in the future). A brief background of each member is attached for your information and consideration.

Attachments - Resolution No. 3977-1003
- Background summaries for prospective Commission members

Recommended Action: Should the Council wish to move forward with creation of a Commission on Aging, (1) **MOVE** to adopt Resolution No. 3977-1003, and (2) **MOVE** to appoint Chip McLaughlin, Ski Cahall and Bill Arnold to two-year terms to expire in July 2011, and appoint Al Carlow, Audrey Formosa, Ann Somerville, and Dr. Matthies to three-year terms to expire in July 2012.

RESOLUTION NO. 3977-1003

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CREATION OF A COMMISSION ON AGING AS A STANDING COMMITTEE OF THE CITY OF PRESCOTT

RECITALS:

WHEREAS, the City Council has determined a need exists for a citizen volunteer body to assist and advise City government in implementing programs and activities that enhance and facilitate the lives of Prescott's older adults; and

WHEREAS, a need exists to identify, improve and develop services for the older adult population and to coordinate and prioritize these activities, and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Prescott to create a Commission on Aging; and

WHEREAS, Section 1-13-1 of the Prescott City Code authorizes the Mayor and Council to form and create Standing Committees of the City, to act in an advisory role to the Mayor and Council in areas not otherwise within the province of established boards or commissions.

ENACTMENTS:

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

Section 1. THAT the Prescott City Council does hereby create a Commission on Aging as a Standing Committee of the City, which shall be comprised of citizen volunteers to work towards identifying, improving and developing services and opportunities for the aging citizens of Prescott; to act as a resource to all of the City's boards and commissions on issues affecting seniors; and to incorporate and engage the aging citizens into the community on issues involving their interests.

Section 2. THAT the duties of the Commission on Aging shall include, but not be limited to:

A. Being a resource and render advice to the City Council, the Mayor, and other city departments on matters affecting older adults in the community.

B. Being a resource to the Prescott community on aging issues.

C. Providing a forum for the public to express their views related to aging issues and involve the community in these issues.

D. Identifying the needs of older adults in the community and advocate for solutions to address those needs.

E. Encouraging quality of services, both public and private, and advocate for improved coordination among organizations providing these services in the community.

F. Establishing goals for the Commission on Aging.

G. Advocating for the enhancement of the quality of life for older adults in the Prescott Community.

Section 3. Membership. The Commission on Aging shall consist of seven volunteer members, who shall be appointed based upon their qualifications, interest and experience with issues involving aging, to be appointed by the City Council. All members shall be voting members and serve at the pleasure of the City Council and may be removed by the City Council at any time, with or without cause.

For the initial appointment, three members shall be appointed for a term of two years and four shall be appointed for a term of three years in order to provide for staggered terms. After the initial terms, all terms shall be three years. If at the end of a member's term a member has not been reappointed or replaced, the incumbent may continue to serve until a replacement has been appointed for the unexpired term.

Any member who, without obtaining a leave of absence, is absent from three consecutive meetings shall be subject to termination by a majority vote and such termination will be reported to the Council that a vacancy exists on the Commission.

One member of the City Council may serve as a Council Liaison in a nonvoting capacity, at the pleasure of the Mayor and City Council.

Section 4. Officers. The Commission shall elect such officers as it may deem necessary for the conduct of business including, but not limited to, a chair and a vice chair. Officers shall be elected annually following the appointment of new commission members and shall hold office for one year, provided such officer remains a member of the Commission. An officer may not serve more than two consecutive terms except the vice chair when moving into the chair position.

Section 5. Meetings. The Commission shall meet monthly if commission business is pending and shall be governed by the Arizona Open Meeting Law. Special meetings may also be held pursuant to the above Act. A majority of the appointed members shall constitute a quorum for the conduct of business.

The Commission may create, from time to time, subcommittees of its membership and the general public to assist in the performance of the of the duties or functions of the Commission. Such subcommittees formally appointed by the Commission and/or chairman shall comply with the Open Meeting Law.

Section 6. Reporting. Reporting will be provided to the City Council periodically. At a minimum, a long range plan and report will be provided annually.

Section 7. City staff, including legal staff, is authorized, with the approval of the City Manager, to provide any and all necessary assistance to the Commission on Aging.

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

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

BIOGRAPHIES OF PROPOSED MEMBERS OF THE PRESCOTT COMMISSION ON AGING

Alan Carlow

Mr. Carlow is President and founder of Tender Hearts Elder Care Advisory Services. Al is a Certified Senior Advisor, holds an MBA in Finance with a minor in Psychology. He has 20+ years of senior management experience in the financial, reverse mortgage & health insurance industries. Since relocating to Prescott, Al has been involved in the following:

- Consulting with a major national compliance company to help them set up a reverse mortgage professional service offering for clients.
- Chairperson of Prescott's older adults issues committee, one of the Mayors 2050 city strategic committees. This committee identified long term senior issues in the Prescott area and made recommendations to the Mayor and City Council.
- Member of the Yavapai "Prevention of Elder Abuse Coalition" Task Force
- Member of the Prescott Chamber of Commerce Economic Development Committee
- Member of the Chamber of Commerce Governmental Affairs Committee
  - Member of the Economic Development Committee
  - Member of the Government Affairs Committee

Audrey Formosa

Ms. Formosa is a member of the Advisory Council for the Area Agency on Aging (NACOG), a member of the Yavapai County Elder Abuse Task Force, and a Director of Cliff Rose Home Owners Association. She also served on the Prescott 2050 Aging Committee.

Audrey's prior experiences include being on the Advisory Council for the Area Agency on Aging, Napa, Solano & Contra Costa Counties, CA, being a California Senior Legislator, Senior Assembly member, then Senior Senator. A Director, Community Services District Board, Lompoc California. Additionally, her career entailed being a sales specialist, food and equipment, hospitals, restaurants and institutions.

Chester B. McLaughlin, JD

Mr. McLaughlin has been practicing law in Arizona since 1983. He limits his practice almost exclusively to the areas of elder law, including extensive practice in long-term care planning, public benefits planning (ALTCS/AHCCCS/ SSI/VA/Medicaid/Medicare) and guardianship and conservatorship law. His practice also includes special needs trusts and planning, estate planning, probate and trust administration, mental health law, and litigation in the above areas of law.

Mr. McLaughlin is a former vice-chair and chair of the Arizona Chapter of the National Academy of Elder Law Attorneys (NAELA). He is also the immediate past co-chair of its public policy committee, and still serves on that committee. He previously served on the national public policy committee for NAELA. He is a former member and secretary of the Board of Directors of the Arizona Chapter of the Alzheimer's Association as well as a former co-chair of its Public Policy Committee. In addition, Mr. McLaughlin served on the Governor's Council on Aging and was chair of the Alzheimer's Advisory Committee to the Council.

Ski Cahall

Ms. Cahall has 24 years in law enforcement in Arizona, retired from Prescott Police Department at the end of 2008, the last 12+ years with PPD. She was a detective with the final six years found the majority of her caseload was involved with elder abuse (primarily financial exploitation).

Ski is a founding member of original Yavapai County Elder Abuse Task Force in 1998, currently chair of PEAC (Prevention of Elder Abuse Coalition) of Yavapai County. In 2008 they received a grant from NCPEA (National Center for the Prevention of Elder Abuse) to assist with the work of the group, including development of a website, printing costs and costs associated with training efforts in the community.

Ann Somerville

Ms. Somerville has her MSW from the University of Minnesota. During her social work and administrative career she has worked with all ages, from children in schools to foster care parents in Australia to senior citizens attending the Northern Arizona Vision and Hearing Loss Center where she was Executive Director. It was working with older adults with age related vision and hearing loss, in addition to a course in social gerontology that has fostered Ann's interest in aging issues in the community.

Ann is currently employed at Home Instead Senior Care. Ann wishes to be a member of the Commission on Aging in order to work toward enhancing the lives of our community's senior citizens.

William E. Arnold, Ph. D.

Emeritus Professor of Communication at Arizona State University. Currently the Chair of the Prescott Mayor's Visioning 2050 committee and Vice Chair of the Mayor's Economic Development Committee. He helped establish the Gerontology Program at Arizona State University and directed it from 1996 to 2003. He has served as a consultant to the Cities of Phoenix and Scottsdale. He has worked numerous Federal government organization including the Bureau of Land Management, Forest Service, Social Security, as well as national corporations. He has given numerous presentations to the City-County Communications and Management Association.

He served as Chair of Communication, Acting Dean of the Fine Arts College, and was President of the Faculty for a year. He is currently the Past-President of the Arizona Geriatrics Society. He is the past President of the Partnerships for Aging. He is the author of six books and over one hundred articles. He has given over three hundred conference presentations. He writes a weekly column on aging issues for the Arizona Republic. This column has appeared weekly for the past five years.

Robert W. Matthies, M.D., P.C.

Dr. Matthies has an A.B., Northwestern University, Evanston, Illinois, and an M.D., University of Illinois College of Medicine, Chicago, Illinois. He did a rotating Internship, Akron General Hospital, Akron, Ohio, Audited Courses for one year, Garrett Theological Seminary, Evanston, Illinois, did his General Practice Residency, at Akron General Hospital, Akron, Ohio. He also did a Psychiatry Mini-Residency, Summit County Receiving Hospital, Cuyahoga Falls, Ohio.

Dr. Matthies is certified by the American Board of Family Medicine, and has a Certificate of Added Qualification in Geriatrics 1988-1998. He has practiced at United States Public Health Service, Division of Indian Health, Keams Canyon, Arizona, Medical Missionary, Limbe, Haiti, Family Practice, Spokane, Washington, and a Family Practice, Prescott Family Practice, Prescott, Arizona.

Dr. Matthies was chosen by The Idaho Statesman newspaper as "Distinguished Citizen", April 1981 and chosen by the Arizona Academy of Family Physicians as "2009 Arizona Family Physician of the Year".

Prescott Commission on Aging

Recommendations

July, 2009

2050 Open House Comments

Of the 64 cards we received at the Prescott 2050 Open House, 45 indicated that they were in favor of a Commission on Aging within Prescott. Additionally, there were people stating things as “how about making better, more coordinated use of the talents and ideas of our senior citizens? We attract Healthy vibrant seniors - why not take advantage of that? "

One of our goals for the Commission on Aging is to Our goal of having forums (grass roots efforts) to collect information, and having sub committees set up to work on Commission priorities will address that concern.

Duane Kirby, Council Member, City of Cottonwood

I am a strong proponent of the Senior Commission and find that once the commission understands its function,(that it is an advisory group to the City Council) it can bring a lot of good ideas to the council for implementation. I am becoming more and more confident in our commission, although it has taken some time to get them pointed in the right direction. We recently held a "Meet the Senior Commission" session at our Senior Center and held a very agreeable discourse with a lot of seniors. It will require strong leadership to keep the commission on point. But I'm sure you can handle that. I highly recommend a Senior Commission to your City Council.

Yavapai COLLEGE | Prescott Campus
Dennis M. Garvey, Director
Center for Successful Aging • 1100 East Sheldon Street • Prescott, Arizona 86301-3297
(928) 776-2371 • FAX: (928) 717-7881

June 3, 2009

To: Prescott City Council

I am writing in support of the creation of an Aging Commission for the City of Prescott.

Our county is changing. Currently 12% of the U.S. population is age 65+; in Arizona it is 13.4% while in Yavapai County 22% of our population is age 65+.

Yavapai County demographics (especially Prescott's) are unique in that 34% of the population is age 55+. Demographically, Prescott represents how the nation will look in the year 2020 when one in four Americans will be age 65+. These demographics make our community a laboratory for innovative programs and practices to meet the cultural and economic changes driven by the growing adult population.

Much has been written about the "Graying of America" predicting dire outcomes including the failure of social programs, looming economic deficits and even intergenerational warfare as the generations fight for their share of local dollars. However, the health of our city will not be measured by the friction created between the generations but by viewing local issues from an intergenerational perspective.

Taking a proactive stance by creating a Commission on Aging will ensure that the city benefits from the tremendous amount of financial as well as intellectual capital that exists in our community.

Sincerely,

Dennis M. Garvey, Dean
Division of Lifelong Learning

Dolores Jones, a Prescott resident and former Commissioner on the Concord, California Commission on Aging

A Commission on Aging can be a direct link between the City Council and it's senior constituency. Having a pulse on that community, the Council can anticipate their needs, their concerns, their Potential and their place as active citizens of the City.

I-C

COUNCIL AGENDA MEMO – 07/07/09 & 07/14/09

DEPARTMENT: Field Operations

AGENDA ITEM: Approval to purchase two (2) ea. replacement side-load sanitation trucks from Trucks West, Phoenix, AZ, in the total amount of $455,700.00

Approved By:		**Date:**
Department Head:	Chad McDowell	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood Craig McDowell for	6-30-09

Background

As part of Fleet Management's scheduled equipment replacement program, authorization is being sought to purchase two (2) ea. new side-load sanitation trucks for the Solid Waste Division. Vehicles #1085 and #1084 have reached their five-year service life span, are ready to be replaced, and will become back-up units to be used when the primary trucks are being repaired. The trucks now used for back-ups will go to auction.

Once a sanitation truck has been in service five years, maintenance costs nearly double, totaling between $50,000 and $75,000 per year. The steep rise in costs is because after the initial five-year life span, they require a total floor replacement as well as a total arm body replacement. Accordingly, cost effective scheduled replacement is very important.

Procurement and Budget

Council approved one (1) ea. FY 09 replacement side-load sanitation truck in April 2009, which was subsequently ordered and is now being built. Concurrence has been received from the City Purchasing Manager to use the very competitive bids which were received for the April 2009 transaction; and Trucks West, the low, responsive, responsible bidder for that procurement, has agreed to honor their price for these two (2) ea. new trucks. Additional savings of a minimum of $10,000 per unit will again be realized due to the availability of prebuilt chassis, with the cost breakdown for each truck as follows:

Full price of truck	$207,608.80
Tax	18,791.20
Total for truck	226,400,00
Extended warranties	1,450.00
Grand Total Per Truck	$227,850.00

The total for both trucks, $455,700.00, is well below the amount of $540,000 budgeted in the Fleet Replacement Fund 10 for the first (highest priority) group of FY 10 equipment acquisitions. Delivery is anticipated by November 2009.

Recommended Action: **MOVE** to approve purchase of two (2) ea. replacement side-load sanitation trucks with extended warranties from Trucks West, Phoenix, AZ, in the total amount of $455,700.00.

I-D

COUNCIL AGENDA MEMO – 07/07/09 & 07/14/09
DEPARTMENT: Administrative Services - Facilities
AGENDA ITEM: Adoption of Ordinance No. 4707-1002 amending the City Code to provide for the franchising of cable television systems

Approved By:		**Date:**
Department Head:	Mic Fenech	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood Craig McDonald for	7-1-09

Background

The City last issued a cable TV license to Paragon Communications (now Cable ONE, Inc.) in 1991. This license became effective January 1, 1992, with a term extending through August 27, 2009.

Although the 1992 Cable Act and the Federal Telecommunications Act of 1996 granted authorization to local governments to franchise cable television operations, the City has not to date adopted an ordinance requiring operators of these systems to be so franchised or licensed. State of Arizona legislation (2006) now clearly enables cities to require cable television operators to be licensed, and to impose associated fees.

In order to license or franchise cable television systems, the City Code must be amended to provide definitions, parameters, penalties, and licensing authority and requirements for the operation of them within the City. This ordinance amends the City Code to require the licensing and impose licensing fees.

In August 2009, when the ordinance is in effect, a new licensing agreement with Cable ONE, Inc., will be brought to Council. This prospective agreement has been negotiated with, and is understood to be acceptable to, Cable ONE, Inc.

Attachment - Ordinance No. 4707-1002

Recommended Action: MOVE to adopt Ordinance No. 4707-1002.

ORDINANCE NO. 4707-1002

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT YAVAPAI COUNTY, ARIZONA, AMENDING THE PRESCOTT CITY CODE BY AMENDING TITLE IV, CHAPTER 4-12 REGARDING CABLE TELEVISION SYSTEMS

RECITALS:

WHEREAS, federal legislation and enabling Arizona legislation passed in 2006 clearly authorize municipalities to require cable television operators to have a municipal franchise or license and authorize municipalities to impose licensing fees on gross revenues of such cable television providers; and

WHEREAS, the City Council wishes to amend Title IV, Chapter 4-12, of the Prescott City Code; to establish the definitions, penalties, licensing requirements and licensing fees for operating a cable television system in the City of Prescott including regulating cable television provider's use of public rights of way, and the provision of public, educational and governmental access channels.

ENACTMENTS:

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

SECTION 1. THAT Title IV, Chapter 4-12 of the Prescott City Code entitled "Cable Television Systems" is hereby amended by adding Section 4-12-2 to read as follows:

4-12-2: CABLE TELEVISION SYSTEMS

(A) DEFINITIONS

"Cable television system," "cable television," "system" or "cable system" means any facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service that includes video programming and that is provided to multiple subscribers within a community. "Cable television system" does not include:

1. A facility that serves fewer than fifty (50) subscribers.

2. A facility that serves subscribers without using any public street, road or alley.

3. A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations.

4. A facility of a common carrier that is subject, in whole or in part, to 47 U.S.C. Sections 201 through 276, except that the facility is considered a cable television system, other than for purposes of 47 U.S.C. Section 541(c), to the extent the facility is used in the transmission of video programming directly to subscribers, unless the extent of the use is solely to provide interactive on-demand services.

5. An open video system that complies with 47 U.S.C. Section 573.

6. A facility of an electric utility that is used solely for operating its electric utility system [Reference: ARS 9-505)]

(B) LICENSE REQUIRED TO OPERATE/ PROHIBITION

It shall be unlawful for any person to construct, install or operate a cable television system in the City, or to construct, install, or operate any equipment or facilities to operate a cable television system in the City, within any street, within any other public property of the City, or within any privately-owned area within the City which has not yet become a Public Street but is designated or delineated as a proposed Public Street on any preliminary subdivision map approved by the City, without a properly granted license awarded pursuant to the provisions of this section. A License may be granted by the City Council to any person, whether operating under an existing License or not, who offers to furnish and provide such Cable System under and pursuant to the terms and provisions of this Chapter.

(C) PAYMENT OF FEES/PENALTIES on FEES

1. The licensee shall pay to the City a percentage of licensee's gross annual revenues (the "license fee") as required by any license agreement.

2. The payment of the license fee by the licensee to the City shall be made as required by any license agreement. The City will impose and the licensee shall pay interest at a rate of 1 1/2 percent per month commencing from the date payment should have been made as required by any license agreement, unless the payment is subject to a bonafide dispute, and continuing until the payment is made. Fractions of a month shall be considered to constitute a full month for the purpose of computing interest. In addition to interest which may be assessed under this subsection, if licensee fails to pay any license fee, licensee shall be subject to the following civil penalties:

   (a) A licensee who fails or refuses to pay a license fee or any portion thereof within 30 days after written notice and demand by the City shall pay an additional penalty of 25 percent of the unpaid fee,

unless licensee shows that the failure is due to reasonable cause and not due to willful neglect. If the City gives a notice and demand to the licensee, this penalty shall be in addition to the interest payment imposed in section 1 hereof.

(b) If the cause of failure to pay the licensee fee or any portion thereof is determined by the City to be due to civil fraud or evasion of the license fee, the licensee shall pay a penalty of 50 percent of the amount of deficiency. If the licensee's failure to pay the license fee is due to civil fraud or evasion of the license fee, this penalty shall be paid in addition to the penalties imposed in sections 1,2 and 2(a) hereof.

(D) PROHIBITION OF INFORMATION

No licensee shall publish, furnish, provide, distribute or broadcast any publication, customer bill, or information containing any City of Prescott telephone numbers in relation to any cable services provided by the licensee. Any such publication, customer bill, information or broadcast or portion of such publication, information, or broadcast shall be limited to the printed statement "The City of Prescott is the licensing authority of the licensee for the purposes of using public rights of way but the City does not regulate rates or the delivery of services." Any such statement shall not be displayed less prominently or in smaller font than any other portion of such publication, customer billing, information, or broadcast.

(E) SEVERABILITY

If any provision of this section is held by any court or by any Federal or State agency of competent jurisdiction to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and independent part of this article, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such law, rule or regulation, said provision shall thereupon return to full force and effect and shall thereafter be binding on grantor and grantee; provided, that the City shall give the licensee thirty (30) days' written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for licensee to comply with such provision.

(F) PENALTIES

Except for the penalties provided in section 4-12-2(C)for penalties on fees, any person who violates any provisions of this Chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in section 1-3-1 of this code.

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

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

I-E

COUNCIL AGENDA MEMO – July 7, 2009 & July 14, 2009

DEPARTMENT: Budget and Finance

AGENDA ITEM: Alternative Expenditure Limit – Home Rule Election

Approved By:	**Date:**
Department Head:	
Finance Director: Mark Woodfill	
City Manager:	06/29/09

A statewide voter approved initiative in 1980 created the expenditure limit. The limit places a cap on the amount a city can spend; it is establishes the 1979-1980 budget as the base year expenditure amount and provides for annual inflation and population growth adjustments.

The limit ignores the revenue produced by a city; but does provide that with voter approval, a home rule alternative expenditure limit can be established. Citizens approved the home rule option in 1989, 1993, 1997, 2001 and 2005. Under the home rule option, the city is authorized to spend the revenue that it currently generates.

City revenue projections for the period 2011 through 2014 indicate that revenue will exceed the State imposed expenditure limit by $24-$25 million per year. This revenue would be used to maintain and enhance city services.

Voters must approve the home rule option every four years. Upon Council approval, the home rule alternative expenditure limit would be presented to voters at the regular election scheduled for November 3, 2009.

Recommended Action: (1) MOVE to close public hearing; **(2) MOVE** to adopt Resolution No. 3976-1002.

RESOLUTION NO. 3976-1002

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PROPOSING AN EXTENSION OF THE ALTERNATIVE LOCAL EXPENDITURE LIMITATION

RECITALS:

WHEREAS, the Arizona State Constitution permits the submission to the voters of a City of an Alternative Local Expenditure Limitation; and

WHEREAS, the voters of the City of Prescott, in 1989, 1993, 1997, 2001 and 2005, adopted an Alternative Expenditure Limitation – Home Rule Option; and

WHEREAS, the City Council of the City of Prescott, after two public hearings, determined that an extension of the Alternative Expenditure Limitation is necessary for the City of Prescott.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED by the Council of the City of Prescott that the following Alternative Expenditure Limitation be submitted to the voters of the City of Prescott at the General Election being held on Tuesday, November 3, 2009:

> SHALL THE FOLLOWING BE ADOPTED BY THE CITY OF PRESCOTT AS AN ALTERNATIVE EXPENDITURE LIMITATION?:
>
> The Mayor and Council of the City of Prescott shall annually, as part of the annual budget process, adopt an Alternative Expenditure Limitation equal to the total amount of budgeted expenditures/expenses as it appears on the annual budget as adopted by the Council to apply to the City of Prescott for each of the four fiscal years immediately following adoption of the Alternative Expenditure Limitation. The Alternative Expenditure Limitation shall be adopted each year after a public hearing at which the citizens of the City of Prescott may comment on the proposed Alternative Expenditure Limitation. No expenditures may be made in violation of such Alternative Expenditure Limitation, nor may any proposed expenditures be in excess of estimated available revenues, except that the Mayor and Council may, buy three-fourths vote, declare an emergency and suspend the Alternative Expenditure Limitation. The suspension of the Alternative Expenditure Limitation shall be in effect for only one fiscal year at a time.

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

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

City of Prescott
Alternate Expenditure Limitation
Home Rule Option
Summary Analysis

The voters of the City of Prescott in 1989 adopted an alternative expenditure limitation - Home Rule Option. The purpose of this election is for the continued use of the Home Rule Option.

Pursuant to the Arizona State Constitution, the City of Prescott seeks voter approval to adopt Home Rule Option to apply to the City for the next four years beginning in FY 2010-2011. Under Home Rule Option if approved by the voters, the city estimates it will be allowed to expend approximately $171,344,358 in FY 2010-2011, $167,331,883 in FY 2011-2012, $131,334,595 in FY 2012-2013 and $131,682,914 in FY 2013-2014.

With approval of Home Rule Option, the city will utilize the expenditure authority for all local budgetary purposes including general government, administrative services, budget and finance, recreation services, community development, police, fire, miscellaneous cost centers, general fund debt service, streets and open space, capital improvement fund, impact fees, transient occupancy tax, grants, capital projects, trust funds, water, sewer, solid waste/transfer station, golf course, airport and parking garage operations.

Under the state-imposed limitation the city estimates that it will be allowed to expend approximately, $146,554,336 in FY 2010-2011, $143,119,253 in FY 2011-2012, $106,426,941 in FY 2012-2013 and $107,313,430 in FY 2013-2014 for the operation of your local government. These expenditure limits include expenditures of constitutionally excludable revenues.

The amount of revenue estimated to be available to fund the operation of your city government is $171,344,358 in FY 2010-2011, $167,331,883 in FY 2011-2012, $131,334,595 in FY 2012-2013 and $131,682,914 in FY 2013-2014. These revenue estimates are the same under the Home Rule Option or the state-imposed expenditure limitation. The city property tax shall be limited to the amount prescribed in the Arizona State Constitution.

Any and all dollar figures presented in this summary are estimates only and are based upon information available at the time of preparation of this analysis. The budget and actual expenditures in any of the four years may be more or less than the expenditures noted above depending on available revenue.

If no alternative expenditure limitation is approved, the state-imposed expenditure limitation will apply to the city.

ALTERNATE EXPENDITURE LIMITATION - HOME RULE OPTION

WHAT IS THE STATE IMPOSED EXPENDITURE LIMIT?

The expenditure limit resulted from a statewide voter-approved initiative in 1980. This was Arizona's response to California's Proposition 13. The 1979-1980 budget became the base year budget; annual adjustments are made to reflect population growth and inflation impacts. The intent of the initiative was to limit the amount a governmental unit could spend.

WHAT ARE THE DISADVANTAGES TO THE EXPENDITURE LIMIT?

The expenditure limit formula ignores the revenue that a city can produce. As Prescott has grown, the revenue generated has surpassed the state imposed expenditure limit. The expenditure limit places a cap on the amount that can be spent, even though a growing city experiences an increased demand for services and must maintain existing infrastructure.

The city revenue stream includes a considerable amount of privilege (sales) tax from tourists and other non-residents; additionally, federal and state grants and state revenue sharing supplement the amount of available revenue. These significant contributions reduce tax burden on local residents and provide the additional revenue required for maintaining and enhancing city services.

DOES THE CITY HAVE REVENUES AVAILABLE THAT IT CAN'T SPEND?

For the fiscal years 2011 – 2014, our projections indicate that our revenue will exceed the State imposed expenditure limit by nearly $24-$25 million per year. The actual available resources for each year determine the actual amount of revenue the city can spend.

WHAT IS HOME RULE?

The 1980 legislation provides cities with the ability to seek voter approval for a home rule alternative to the state imposed expenditure limit. This home rule option allows the city to spend its available revenues to meet the expanding needs of its citizenry. This allows the city to leverage the services it provides by using the revenues generated from non-residents and governmental sources.

IS THE HOME RULE ELECTION PERMANENT?

No. Voters must grant home rule authority every four years. Voters approved the home rule election in 1989, 1993, 1997, 2001 and 2005. Prescott is just one of the many growing cities in the State, many cities operate under the home rule alternative.

WILL MY TAXES GO UP AS A RESULT OF HOME RULE?

The city privilege (sales) tax <u>cannot</u> be increased without voter approval.

Property taxes are limited by the amount prescribed in the Arizona State Constitution.

WHAT IF HOME RULE DOES NOT PASS?

The City Council will ultimately determine ways to reduce capital spending and existing service levels. It may also need to issue debt to meet capital needs.

ALTERNATIVE EXPENDITURE LIMITATION
Home Rule Option
Summary Analysis Worksheet

STATE IMPOSED EXPENDITURE LIMITATION

Fiscal Year	Base Limit	X	Population Factor	X	Inflation Factor	=	Projected Expenditure Limitation	+	Estimated Exclusions	=	Total Expenditures Under State-Imposed Limit
2011	8,495,931	X	2.3136	X	2.7068	=	53,205,364	+	93,348,972	=	146,554,336
2012	8,495,931	X	2.3777	X	2.7283	=	55,113,775	+	88,005,478	=	143,119,253
2013	8,495,931	X	2.4406	X	2.7611	=	57,251,876	+	49,175,065	=	106,426,941
2014	8,495,931	X	2.5025	X	2.7973	=	59,473,584	+	47,839,847	=	107,313,430

POPULATION FACTOR COMPUTATION

Fiscal Year	Prior Fiscal Year Population	Divided by	1978 Population	=	Population Factor
2009	44,536	/	19,250	=	2.3136
2010	45,771	/	19,250	=	2.3777
2011	46,982	/	19,250	=	2.4406
2012	48,173	/	19,250	=	2.5025

Notes:
Population projections from the Arizona Department of Commerce, Population Statistics Unit
Inflation factors from the Arizona Department of Revenue, Economic Research & Analysis

City of Prescott
Alternate Expenditure Limitation
Home Rule Option
Detailed Analysis

Pursuant to the Arizona State Constitution, the City of Prescott as authorized by Resolution No. _____ passed on July 14, 2009 will seek voter approval to adopt an alternative expenditure limitation (Home Rule Option) to apply to the city for the next four years beginning in FY 2010-2011.

Under a Home Rule Option if approved by the voters, the city estimates it will be allowed to expend approximately $171,344,358 in FY 2010-2011, $167,331,883 in FY 2011-2012, $131,334,595 in FY 2012-2013 and $131,682,914 in FY 2013-2014.

With approval of the Home Rule Option, the city will utilize the expenditure authority for all local budgetary purposes, including general government, administrative services, budget and finance, recreation services, community development, police, fire, miscellaneous cost centers, general fund debt service, streets and open space, capital improvement fund, impact fees, transient occupancy tax, grants, capital projects, trust funds, water, sewer, solid waste/transfer station, golf course, airport and parking garage operations. We estimate that the expenditures for the next four years under the Home Rule Option will be as follows:

CITY OF PRESCOTT
ESTIMATED AMOUNTS TO BE EXPENDED IN SPECIFIC AREAS

Purpose	FY 2010-11	FY 2011-12	FY2012-13	FY 2013-14
General Government	2,769,678	2,847,229	2,926,951	3,008,906
Administrative Services	243,385	250,200	257,206	264,408
Budget & Finance	1,795,515	1,845,789	1,897,471	1,950,600
Parks, Recreation and Library	5,528,202	5,682,992	5,842,116	6,005,695
Development Services	1,679,270	1,726,290	1,774,626	1,824,316
Police	10,141,954	10,425,929	10,717,855	11,017,955
Fire	7,232,673	7,435,188	7,643,373	7,857,387
Regional Communications	2,502,514	2,572,584	2,644,616	2,718,665
Miscellaneous	757,246	717,717	1,115,700	-1,038,333
General Fund Debt Service	1,985,791	1,973,509	1,969,242	566,365
Streets & Open Space	14,508,650	15,088,996	15,692,556	16,320,258
Capital Improvement Fund	1,312,500	1,365,000	1,419,600	1,476,384
Impact Fees	197,068	202,586	208,258	214,089
Transient Occupancy Tax	611,036	628,145	645,733	663,814
Grants	2,626,157	2,626,157	2,626,157	2,626,157
Capital Projects	933,647	572,117	595,002	618,802
Trust Funds	25,000	25,000	25,000	25,000
Water Fund	70,906,289	70,248,449	30,810,086	32,301,562
Wastewater Fund	31,388,866	26,501,519	27,517,859	27,835,551
Solid Waste/Transfer Station	9,118,440	9,373,756	9,636,221	9,906,035
Golf Course	3,471,563	3,568,767	3,668,692	3,771,415
Airport	1,544,414	1,587,658	1,632,112	1,677,811
Parking Garage Operations	64,500	66,306	68,163	70,072
Total Expenditures	171,344,358	167,331,883	131,334,595	131,682,914

If approved, the expenditures authorized will be funded from revenues obtained from federal, state and local sources. It is estimated that the amount of revenue from each source for the next four years will be as follows:

CITY OF PRESCOTT
ESTIMATED AMOUNTS OF REVENUE FROM EACH AND ANY SOURCE

Source	FY 2010-11	FY 2011-12	FY2012-13	FY 2013-14
Federal	1,967,328	1,967,328	1,967,328	1,967,328
State:				
Grants	658,829	658,829	658,829	658,829
HURF/LTAF/Misc.	3,939,544	3,978,939	4,018,728	4,058,915
State Sales Tax	3,165,760	3,197,418	3,229,392	3,261,686
State Income Tax	5,316,315	5,396,060	5,477,001	5,559,156
Auto Lieu Tax	2,438,460	2,475,037	2,512,163	2,549,845
Other Intergovernmental Revenue	2,038,145	2,068,717	2,099,748	2,131,244
Local:				
Primary Property Tax	1,375,972	1,414,499	1,454,105	1,494,820
Secondary Property Tax	1,355,000	1,425,000	1,490,000	160,000
Local Privilege Tax	12,826,495	12,954,760	13,084,308	13,215,151
Streets and Open Space	12,337,150	12,460,522	12,585,127	12,710,978
Utility Franchise taxes	1,653,951	1,700,262	1,747,869	1,796,810
Other Local Revenue	3,434,826	3,914,724	5,253,864	4,082,195
Water Fund	70,906,289	70,248,449	30,810,086	32,301,562
Wastewater Fund	31,388,866	26,501,519	27,517,859	27,835,551
Golf Course	3,471,563	3,568,767	3,668,692	3,771,415
Airport	1,544,414	1,587,658	1,632,112	1,677,811
Solid Waste/Transfer Station	9,118,440	9,373,756	9,636,221	9,906,035
Parking Garage	64,500	66,306	68,163	70,072
Impact Fees	64,480	66,285	68,141	70,049
Transient Occupancy Tax	505,588	519,744	534,297	549,257
Capital Improvement Fund	1,262,500	1,297,850	1,334,190	1,371,547
Expendable Trust Funds	97,612	100,345	103,155	106,043
Debt Service	412,331	389,109	383,217	376,615
Total Revenues	171,344,358	167,331,883	131,334,595	131,682,914

The city property tax shall be limited to the amount prescribed in the Arizona State Constitution.

In determining the revenue sources to fund the authorized additional expenditures under the alternative expenditure limitation, local historical growth rates were used. Additionally, it was assumed that the federal, state and local revenues received by the city will continue to be available in FY 2010-2011 as they have for the last three years. Their continued availability is also assumed for the next three consecutive years following FY 2010-2011.

Any and all dollar figures shown in this analysis are estimated figures only and are based upon information available at the time of preparation of this report. The budgets and actual expenditures in any given year may be more or less than the figures noted above depending on available revenues. The actual expenditure limitation for each fiscal year shall be adopted as an integral part of the budget for each fiscal year.

City of Prescott- Alternative Expenditure Limit
Estimated Exclusions

	FY 2011	FY 2012	FY 2013	FY 2014
Bond Proceeds				
Debt service Requirements on Bonded Indebtedness	1,570,910	1,581,850	1,583,475	187,200
Proceeds from other long term obligations	64,000,000	54,000,000	11,000,000	10,000,000
Debt service requirements on other long term obligations	8,289,981	12,475,624	16,171,019	16,746,513
Dividends, Interest and gains on investment securities	1,200,000	1,218,000	1,236,270	1,254,814
Trustee or custodian	19,962	20,521	21,096	21,686
Grants and aid from the federal government	1,967,328	1,967,328	1,967,328	1,967,328
Grants, aid or contributions from private parties, organizations or individuals except amounts received in lieu of taxes	967,829	967,829	967,829	967,829
Amounts received from the state (Section 17 of Article 20 LTAF)	194,078	199,512	205,099	210,841
Quasi external interfund transactions	-	-	-	-
Highway User revenues in excess of those received in FY 1979-80 ($430,066 in actual HURF revenue FY 1980)	2,581,863	2,666,197	2,752,892	2,842,015
Contracts with other political subdivisions	-	-	-	-
Refunds, reimbursements and other recoveries	-	-	-	-
Voter approved exclusions not identified above	12,557,020	12,908,617	13,270,058	13,641,619
Total Exclusions	**93,348,972**	**88,005,478**	**49,175,065**	**47,839,847**

I-F

COUNCIL AGENDA MEMO – July 14, 2009

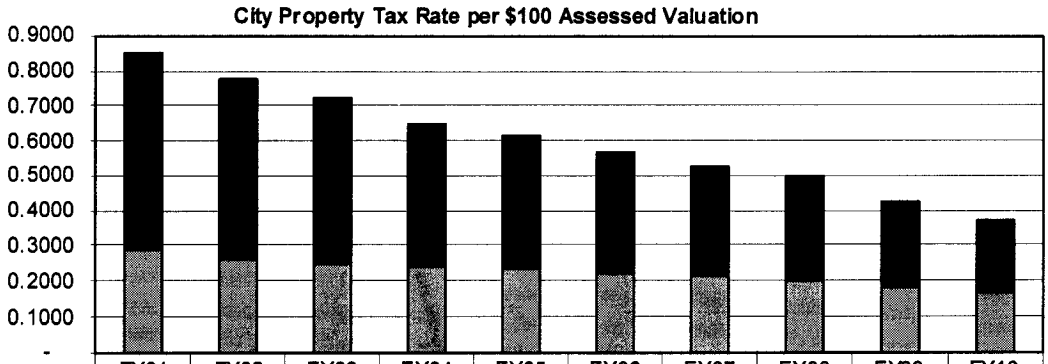
DEPARTMENT: Budget and Finance

AGENDA ITEM: Ordinance to set the Property Tax Levy for FY 2010

Approved By:	**Date:**
Department Head: Mark Woodfill	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood SNorwood	06/29/09

On June 23, 2009 the Council held the public hearing on the adoption of the final budget, establishment of the expenditure limitation and levy of property tax for fiscal year 2010. After the hearing the Council adopted the final budget and established the expenditure limitation. State law requires that the property tax levy not be adopted for a minimum of fourteen days after the public hearing.

The primary tax levy for fiscal year 2009 is $1,235,701. The increase over last year's levy is the result of new construction and not the increased valuation of existing homes. The secondary property tax is for the retirement of debt and will be set at $1,646,680. Following is a comparison of property tax rates over the last ten years.



	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10
Secondary Tax Rate	0.5592	0.5121	0.4688	0.4072	0.3763	0.3413	0.3093	0.2981	0.2394	0.2002
Primary Tax Rate	0.2906	0.2627	0.2517	0.2415	0.2383	0.2245	0.2182	0.1991	0.1839	0.1695
Total	0.8498	0.7748	0.7205	0.6487	0.6146	0.5658	0.5275	0.4972	0.4233	0.3697

Recommended Action: MOVE to adopt Ordinance No. 4706-1001.

ORDINANCE NO. 4706-1001

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PRESCOTT, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS, AND PROVIDING FUNDS FOR THE GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2010

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for Fiscal Year 2009-10 is required to be finally adopted not less than fourteen days after adoption of the annual budget; and

WHEREAS, the County of Yavapai is the assessing and collecting authority for the City of Prescott, the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Yavapai, Arizona.

ENACTMENTS:

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

SECTION 1. THAT, there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Prescott, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of $1,235,701.00 for the Fiscal Year ending on the 30th day of June, 2010. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors or the County of Yavapai is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. THAT, in addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Prescott, except such property as may be by law exempt from taxation a secondary property tax rate sufficient to raise the sum of $1,646,680, but not more than the actual general obligation bond

debt service due during the year for the purpose of providing a bond interest and redemption fund for the City of Prescott for the Fiscal Year ending June 30, 2010.

SECTION 3. THAT, failure by the County official of Yavapai County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Prescott upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien therefore or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

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

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

I-G

COUNCIL AGENDA MEMO – 07/07/09 and 07/14/09

DEPARTMENT: Finance

AGENDA ITEM: Approval of annual support and licensing agreement with Tyler Technologies for Munis software in the amount of $79,160.00

Approved By:		**Date:**
Department Head:	Mark Woodfill	
City Manager:	Steve Norwood Craig McDonnell for	6-30-09

Background

The City uses Tyler Technologies Munis software for our overall financial management system which is presently comprised of the following modules: general ledger, accounting, fixed assets, budgeting, accounts payable, accounts receivable, privilege tax, utility billing, special assessments, payroll, human resources, and dog licensing. This software replaced the Cache system that was over 30 years old.

The Munis software has been deployed throughout the City, with numerous training classes conducted and additional applications instruction planned for the future. This agreement will provide necessary ongoing maintenance and support of these software modules which are critical to the daily operation of the City, its revenues, expenditures, and finances.

The payroll component rolled out last year markedly reduced paperwork, simplifying approval procedures and payment processes. It is anticipated that the other, newly implemented modules will build on the payroll experience by similarly integrating and streamlining operations.

This agreement includes the annual operating system, database administrative support (OSDBA), as well as applications support and product updates. The total annual cost of these support functions is $79,160.00, for which funding has been budgeted in FY 10.

Recommended Action: **MOVE** to approve the annual support and licensing agreement with Tyler Technologies for Munis software in the amount of $79,160.00.

I-H

COUNCIL AGENDA MEMO – 07/07/09 & 07/14/09
DEPARTMENT: Emergency Services
AGENDA ITEM: Annual Emergency Management Agreement

Approved By:	**Date:**
Department Head: Darrell Willis	**6/24/09**
Finance Director: Mark Woodfill	
City Manager: Steve Norwood	06/29/09

Background

Annually the City of Prescott and the Yavapai County Office of Emergency Management enter into an Intergovernmental Agreement that establishes unified emergency management for the tri-city area. The agreement basically sets the groundwork for emergency management procedures and policies for our community and Yavapai County relating to disasters.

Status

An agreement is attached, and no changes were made from last year's agreement. The fire department is very happy with the agreement and level of cooperation and support from Yavapai County. We feel that having each jurisdiction in Yavapai County sign this agreement, allows us to coordinate and respond to disaster faster and more efficiently. The services that are provided to the City of Prescott include; training of personnel, updating the City of Prescott emergency plan, providing technical assistance and resources in the event of an emergency as well as completing and submitting all reports required by the State or Federal agencies.

Financial

The City of Prescott will pay $14,254.00 total, billed in four quarters to Yavapai County for the services provided. This amount has remained constant for the past nine years. Funds are budgeted in account #870 for this disbursement.

Recommended Action: MOVE to adopt Resolution No. 3975-1001.

RESOLUTION NO. 3975-1001

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ("IGA") WITH YAVAPAI COUNTY OFFICE OF EMERGENCY MANAGEMENT THAT ESTABLISHES UNIFIED EMERGENCY MANAGEMENT FOR THE TRI-CITY AREA AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, annually the City of Prescott Fire Department and the Yavapai County Office of Emergency Management enter into an Intergovernmental Agreement ("IGA") that establishes unified emergency management for the tri-city area; and

WHEREAS, the City of Prescott Fire Department and the Yavapai County Office of Emergency Management wish to enter into the attached IGA, Exhibit "A", hereto, and no changes were made from last year's agreement. The IGA sets the groundwork for emergency management procedures and policies for our community and Yavapai County relating to disasters; and

WHEREAS, the City of Prescott Fire Department will pay $14,254.00 total, billed in four quarters to Yavapai County for the services provided. This amount has remained constant for the past nine years. Funds are budgeted in account #870 for this disbursement; and

WHEREAS, ARS §§11-951 AND 11-952 authorize "public agencies" such as Prescott and Yavapai County to enter into intergovernmental agreements to contract for services and facilities.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement (Exhibit "A") between Yavapai County Office of Emergency Management and the City of Prescott Fire Department that establishes unified emergency management for the tri-city area.

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

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

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF UNIFIED EMERGENCY MANAGEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2009, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter called "City" as follows:

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage a unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to ARS " 11-952, 26-307, and 26-308.

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

1. The County and the City shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or City. See Attachment A for list of definitions. See Attachment B for a comprehensive list of services provided.

2. The unified emergency management organization is hereby designated as the Yavapai County Joint Office of Emergency Management.

3. The County will perform the following services with the City:

    a. Include emergency operations of the City in the County Disaster Response Plan (DRP) covering emergencies and disasters;

    b. Aid and advise the City with regards to training of employees that may be responsible for emergency management duties;

    c. Review the City Disaster Response Plan for completeness, compatibility and compliance with the National Incident Management System (NIMS), County Disaster Response Plan, State Emergency Operations Plans and provide suggestions for improvement, if necessary.

d. Provide assistance to the City to develop/update emergency management plans, procedures, and programs in each of the following areas, such list not to be exclusive: Continuity of Government, Direction and Control, Law and Order, Fire Services, Emergency Evacuation, Shelter, Public Services, Recovery, Mitigation, Persons with Special Needs, Radiological Safety, Warning and Public Information, Transportation, Communications, Mass Casualty and Mortuary Services. The above plans and programs will be coordinated with and approved by the various City departments effected by said plans and programs;

e. Assist the City with developing and/or updating a current inventory of all equipment and supplies available in the City for use in the event of any disaster;

f. Provide a current inventory of all equipment and supplies available in the County to assist the City in the event of any disaster;

g. Provide technical assistance in obtaining Federal or State funds which may become available to the City for emergency services purposes, and in the acquisition of surplus or other property for emergency services purposes by the City;

h. Complete and submit all report requirements emanating from State or Federal Government Agencies;

i. In the event of disaster confined to the City, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with mutual aid agreements, State and/or Federal laws.

4. That the City shall:

a. By this agreement become a member of the Yavapai County Joint Office of Emergency Management;

b. Appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. Upon request by City officials, the county will provide assistance with emergency management under normal and/or emergency or disaster conditions.

c. Accept joint responsibility to maintain and keep current the Yavapai County Disaster Response Plan and Guides as it relates to the City;

d. Accept responsibility to maintain and keep current the City Disaster Response Plan and Guides;

e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the City;

f. Budget and contribute to the County for the fiscal year commencing July 1, 2009 and ending June 30, 2010, the sum of $14,254.00.

5. It is hereby mutually agreed:

a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;

b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;

c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisors, shall act as the Director of the Yavapai County Joint Office of Emergency Management;

d. The term of this agreement is for one year commencing July 1, 2009, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;

e. Pursuant to ARS ' 38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY
A political subdivision of the State of Arizona

By: _____ Date: _____
THOMAS THURMAN
Chairman, Board of Supervisors

ATTEST:

_____ Date: _____
JULIE AYERS
County Clerk

Pursuant to ARS ' 11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

_____ Date: _____
DAVID S. HUNT
Deputy County Attorney

CITY OF PRESCOTT
A municipal corporation of the State of Arizona

By: _____ Date: _____
JACK WILSON
Mayor

ATTEST:

_____ Date: _____
ELIZABETH A. BURKE
City Clerk

Pursuant to ARS ' 11-952 (D), the undersigned City Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

_____ Date: _____
GARY KIDD
City Attorney

Attachment A

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Attachment B **Yavapai County**

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- ☐ 24/7 Real Time Hazard Alert/notifications/bulletins
- ☐ 24/7 Emergency alternative communications capability
- ☐ Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- ☐ Disaster Response Plan, Continuity Plan development and maintenance
- ☐ Homeland Security Grant Participation
- ☐ Risk/Hazard Analysis
- ☐ Staff Training (EOC, Disaster Plan, Continuity Plans)
- ☐ Free Freedom Corps Training
- ☐ Liaison to State and Federal Resources
- ☐ Public Education Program development and implementation assistance
- ☐ Hazard mitigation analyses and plan development.
- ☐ Exercise Development/Training/Implementation/Evaluation
- ☐ Emergency Management, NIMS, Homeland Security Training
- ☐ EPA/LEPC Representation
- ☐ Special Studies/Projects
- ☐ Damage Assessments
- ☐ Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives.
- ☐ Other Emergency Management support as needed.

RATE: $.43 per person, per year based on the latest census.

I-I

COUNCIL AGENDA MEMO – 7/7/09 & 7/14/09

DEPARTMENT: COMMUNITY DEVELOPMENT

AGENDA ITEM: Intergovernmental Agreement City of Prescott and Yavapai County and **SI05-002A** Lowe's Amended Site, Grading, and Landscape Plans on ±13.77 acres located at 2350 East State Route 69.

Approved By:	**Date:**
Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood Craig McDonald for	7-2-09

Request: SI05-002 Lowe's Amended Site, Grading, and Landscape Plans
Parcel No: 112-05-049X (13.77 acres) **Zoning:** BG
Location: 2350 East State Route 69
Agent/Applicant/Owner: Lowe's HIW, Inc. 2350 East State Route 69, Prescott, AZ

REQUEST. This is a request by the City to enter into an Intergovernmental Agreement with Yavapai County, and for the property owner to revise portions of the Lowe's site plan, grading plan, and landscape plan due to on-going issues with the retaining wall on the north side of the site adjoining Prescott Canyon Estates, and the plantings on the State Land. A detailed narrative by the owner describing these revisions is attached.

Prior Council Approvals.
2005, Oct. SI05-002 – Approval of Lowe's site and landscaping plans.

Area Meeting. An area meeting was held on June 4, 2009 at 2 P.M. at the Prescott Canyon Estates Clubhouse. About 50 neighborhood residents attended along with 6 Lowe's representatives and City staff from Community Development and Public Works. Lowe's representatives stated their strong intentions to correct any and all errors made on the site. Resident concerns expressed at the meeting included:

- ❒ Algae and odor issues downstream in the creek (based on another resident comment in the audience, this is also occurring in other washes and creeks in the area)
- ❒ Lack of water downstream in the creek which typically is running. (Lowes built underground structures around the several springs under the parking lot and the building in order to redirect the water from the springs via drainage pipe to the wash and to protect the above ground improvements (building, parking lot, etc. Additionally, because of the varying transmissivity rates of subsurface soils in the area ground water flows can attenuate over time and often lag behind storm water runoff flows).
- ❒ Irrigation piping will be placed on top of the ground and be a muted brown-colored (not white) to match the soil color.
- ❒ Watering schedule. (Groundcover to be watered for a few years until established, and trees will remain on drip irrigation for a few years beyond that).
- ❒ The project will be completed approximately 6-8 months after it commences.
- ❒ Types of vegetation (Described in the presentation).
- ❒ Type of irrigation (Overhead spray for groundcover and shrubs; drip for trees).
- ❒ The hours of construction (6 AM-8 PM per City Code; however, Lowes indicates that it is expected that actual construction may not begin until around 7 AM).
- ❒ A few native trees should be protected near the house on the northwest side of the

property. (Lowe's will protect these trees).

- ❒ Color of drainage channels. (Channels to be colored an earth-tone color).

STAFF ANALYSIS

Intergovernmental Agreement (IGA). An Intergovernmental Agreement (IGA) was approved in May 2009 by the Yavapai County Board of Supervisors to allow the City to issue permits for compliance with City Codes, receive fees for these permits, conduct inspections, and issue certificates of completion for the portion of the soil buttress which extends into the County (i.e. Prescott Canyon Estates). The IGA is attached for Council consideration and approval.

Soil Buttress.

Instead of a tiered landscape wall system which was originally approved, and subsequently failed, a 2:1 slope landscaped soil buttress is proposed. The main portion of the buttress will lie north of the parking lot toward Prescott Canyon Estates, and a smaller portion to the west of the parking lot. Approximately, 20-ft of the northern parking lot will be removed in support of the soil buttress construction.

Landscaping. Lowe's has followed the recommendations of the landscape consultant for the Prescott Canyon Estates HOA in the proposed landscape plan. As a result, over 70 Arizona cypress are proposed to screen the parking lot, to act as a better noise barrier, and to provide faster growth than the slower growing pinon pines and juniper trees. In addition to the 143 planted trees, a variety of native shrubs (minimum plant size 5 gallon), and groundcover hydro-seeding in a naturalized design concept will enable the soil buttress to blend into the surrounding native vegetation. Minimum planted conifer tree size will be 5-feet and deciduous trees generally 8-feet in height.

The Powerpoint presentation will provide additional details regarding specific plants and the overall design.

Parking. The proposed parking exceeds the City's code requirements. The 2005 approved site plan with its 138,431 sq. ft. building was estimated to be 2/3's retail space of smaller consumer goods and 1/3 of the space being larger consumer goods. The 29,153 sq. ft. adjoining garden center parking was also based on larger consumer goods. (Total 167,584 total sq. ft.). After construction and stocking, Staff noted the store's wide aisles and a larger proportion of large consumer goods which reversed the above percentages (i.e. 2/3 large consumer goods and 1/3 smaller consumer goods)

Based upon the parking requirement 1 space for each 200 sq. ft. of retail area and 1 space for each 500 sq. ft. of large consumer goods, a total of 472 stalls are now required. 510 stalls are provided with the amended site plan.

State Land.

Landscaping. The State Land has seen a lack of sufficient groundcover and newly planted trees die because of irrigation issues, non-native trees planted, and tree sizes which did not meet the minimum code requirements. The proposed planting plan will correct these deficiencies. Fifteen (15) Arizona cypress trees have also been added to the plant palette in order to provide a faster growing tree among the slower growing pinon pine and junipers.

Total trees to be planted number 223. This exceeds the 144 trees approved on the 2005 landscape plan. Other plantings will include 114 native shrubs of both a 5 gallon and 1 gallon size at planting and a native hydro-seed mixture of plantings. Special erosion control measures will be instituted on the steep slopes directly northeast of the building in order to provide a suitable plant medium for growth. An irrigation schedule is included as part of the approval (See Planning Department Conditions of Approval further below).

Grading. Grading for the soil buttress will occur at the toe (bottom) of the State Land slope. The grading plans indicate that Hwy 69 grading ostensibly create a manufactured slope; however, Staff has required a note be placed on the civil plans that state "Final grading of all new cut slopes shall conform to Table 6.7.7 of the City of Prescott and Development Code (Nov. 25, 2008) to create a more natural undulating appearance with rounded toe and top of slope".

Concrete drainage channels will be colored an earth tone color.

ENGINEERING. The Civil Plans have been approved subject to conditions. The City Engineer, Scott Tkach, stated at the Commission meeting that Public Works Department required Lowe's to revise the soil buttress slope stability analysis to adequately address a higher saturated soil unit weights and the inclusion of a static ground water table. Public Works required a revision to the hydrologic analysis that resulted in higher peak flow rates and volumes. Lowes upsized the storm water conveyance systems to accommodate the higher flows and revised a portion of the open conveyance system (stained concrete channels) to a closed system (storm sewer). The vertical curve for the River Trail Road realignment was also reduced to provide a better transition from the new roadway into the existing street.

PLANNING COMMISSION

A few neighboring residents spoke at the Commission Meeting held on June 25. The President of the Prescott Canyon Estates HOA thanked Lowe's for their fine efforts in addressing the slope issues.

Planning Commission Recommendation

The Commission voted 5:0 to recommend approval to City Council.

Recommended Action:

1. **MOVE** to adopt Resolution No. 3978-1005; and

2. **MOVE** to approve the Lowe's Amended portions of the Site, Grading and Landscape Plans dated June 15, 2009, subject to City Department Comments within this Staff Report dated July 7 and 14, 2009 – SI05-002A

CITY DEPARTMENT COMMENTS

Engineering Services

Reviewer: John Lambert 777-1694, Greg Toth 777-1622 – Drainage: Approved. Scott Tkach 777-1606 – Geotechnical Review: Approved with the condition that the slope exposures of 1H: 1V or in excess are monitored and approved by the geotechnical engineer.

1. See redline plan set. Sheet C-6, Pavement match-up at Sta. 2+25 appears to have excessive grade break (1.36% to 12.8%). Is it possible to extend /lengthen vertical curve to soften the transition.

2. Sheets C-8&C-9 minor typos for wall details.

3. Sheet E-4, Box note calls out for stained concrete, whereas sheet C-14 box note calls out colored concrete, which is correct. Please correct Sht. E-4 to read as colored concrete.

4. Sheet C-16 Provide a standard detail for the Storm Drain M.H.'s called out. Also specify bolt down cover where redlined. Callout pipe slope anchors per Mfr's specs for pipe used and slopes shown.

5. SheetC-20, Curb opening/drive approach at the two gates for slope access may be problematic if the approach is not hiked up to prevent storm water from over topping.

Planning

1. Irrigation shall be performed as outlined in the Jon Jessey letter to Tom Guice dated April 20, 2009 which states the following:

- The Lowe's project will require two different irrigation schedules due to the fact there are some areas of grassland that have a one (1) year growth cycle behind them, and we'll also have new areas that will be hydroseeded as a part of the soil buttress construction process that will include both the Retail and the State Lands sites. The existing irrigation controllers for both sites are being replaced with a WeatherTRAK system "smart controller" to better regulate the application of water for all the landscaped areas. With this controller system in place, we would expect the schedules below to be the worst case and there would be a period of transition where a reduction in actual watering days would take place during both the spring and fall months. We would anticipate the following watering schedules for each of these scenarios to be as follows:

- **Single Season Growth Grassland Areas** (Rain Sensor and Smart Controller to Manage During the Monsoon Season)

- OVERHEAD SPRAY
- Time of Day: 8:00 PM to 8:00 AM (overhead spray between 8 AM – 8 PM prohibited by City Code).
- Days: Monday, Wednesday, Friday
- Months: April – September

- TREE DRIP RINGS
- Time of Day: 8:00 AM to 8:00 PM
- Days: Saturday
- Months: April – September

- **Newly Hydroseeded Grassland Areas** (Rain Sensor and Smart Controller to Manage During the Monsoon Season)

- OVERHEAD SPRAY
- Time of Day: 8:00 PM to 8:00 AM (overhead spray between 8 AM – 8 PM prohibited by City Code).
- First 30 Days: Monday – Sunday
- After First 30 days: Monday, Wednesday, Friday
- Months: April – September

- TREE DRIP RINGS
- Time of Day: 8:00 AM to 8:00PM
- Days: Saturday
- Months: April – September

- Regarding removal of surface mounted irrigation lines: The lines supplying the overhead spray system are anticipated to be removed within a maximum of a three year period of time. At the end of the second full growing season, the site is to be evaluated for percentage of vegetative coverage and the ability of this vegetation to stabilize the soils that cover the State Lands area.

- The proposed areas described as grassland were conceived to be transitional plantings from an irrigated to non-irrigated scenario over a progression of years. The overhead spray irrigation system was proposed in order to establish the annual grasses and have them produce two to three seasons of seed that would add to the original hydroseeded application and create a dense thicket of grass to stabilize the slope profiles. The tree drip rings would be operable for a period no longer than five (5) years. During this five-year period a slow weaning off period would take place in order to provide a slow transition into a situation where the amount of seasonal rainfall would be enough to support the growth of these trees over their lifespan.

RESOLUTION NO. 3978-1005

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ("IGA") WITH YAVAPAI COUNTY FOR BUILDING PERMIT ISSUANCE, INSPECTIONS, AND APPROVALS FOR YAVAPAI COUNTY ASSESSOR'S PARCEL NUMBERS 112-05-049, 112-09-183 AND 112-09-226B (LOWE'S)

RECITALS:

WHEREAS, the City of Prescott (hereinafter referred to as "City") is empowered to issue building permits for structures to be built within the City limits, and to levy fees therefore; and

WHEREAS, Yavapai County (hereinafter referred to as "County") is empowered to issue building permits for structures to be built in the unincorporated area of Yavapai County, and to levy fees therefor; and

WHEREAS, Lowe's HIW, Inc. (hereinafter referred to as "Lowe's") is the owner of certain real properties, more particularly identified as Yavapai County Assessor's Parcel Numbers 112-05-049, 112-09-183 and 112-09-226B (hereinafter collectively referred to as the "Property"); and

WHEREAS, Lowe's wishes to construct an earthen berm and associated walls on the foregoing parcel numbers, a portion of which will be located within the City limits and a portion of which will be located in the unincorporated area of the County; and

WHEREAS, ARS §11-952 empowers the parties hereto to enter into Intergovernmental Agreements to jointly exercise powers common to the parties.

ENACTMENTS:

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

Section 1. That the City of Prescott hereby approves the attached Intergovernmental Agreement (Exhibit "A") between Yavapai County and the City of Prescott.

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

PASSSED AND ADOPTED BY THE Mayor and Council of the City of Prescott this 14th day of July, 2009.

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

EXHIBIT 'A'

INTERGOVERNMENTAL AGREEMENT
CITY OF PRESCOTT/YAVAPAI COUNTY
BUILDING PERMIT ISSUANCE, INSPECTIONS, APPROVALS
YAVAPAI COUNTY ASSESSOR'S PARCEL NUMBERS
112-05-049, 112-09-183 AND 112-09-226B
(Lowe's)

WHEREAS the City of Prescott (hereinafter referred to as "City") is empowered to issue building permits for structures to be built within the City limits, and to levy fees therefore; and

WHEREAS Yavapai County (hereinafter referred to as "County") is empowered to issue building permits for structures to be built in the unincorporated area of Yavapai County, and to levy fees therefore; and

WHEREAS Lowe's HIW, Inc. (hereinafter referred to as "Lowe's") is the owner of certain real properties, more particularly identified as Yavapai County Assessor's Parcel Numbers 112-05-049, 112-09-183 AND 112-09-226B (hereinafter collectively referred to as the "Property"); and

WHEREAS Lowe's wishes to construct an earthen berm and associated walls on the foregoing parcel numbers, a portion of which will be located within the City limits and a portion of which will be located in the unincorporated area of the County; and

WHEREAS ARS §11-952 empowers the parties hereto to enter into Intergovernmental Agreements to jointly exercise powers common to the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties agree as follows:

SECTION 1. That the City of Prescott may issue permits, conduct inspections, review plans, and issue certificates of completion for grading, drainage work and structures constructed at Yavapai County Assessor Parcel Numbers 112-05-049, 112-09-183 AND 112-09-226B, subject to the following:

A. That the applicant pay to the City any and all fees due the City, in accordance with the City's current fee policy respecting building and grading permits.

B. That the proposed use of the earthwork and structures are in compliance with the City *Land Development Code.*

C. That any structures constructed on the Property will meet or exceed the requirements of the *International Building Code* and other Codes.

SECTION 2. That the City shall be entitled to retain any and all fees assessed for permit fees, applications, inspections and related fees.

SECTION 3. The City shall defend, indemnify and hold harmless the County, its agents, officers, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), related to, arising out of, or alleged to have resulted from the acts or omissions of the CITY or its agents, officer, officials and employees pursuant to this Agreement.

SECTION 4. Any notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Prescott:	City of Prescott City Manager P. O. Box 2059 Prescott, AZ 86302-2059
With copies to:	City of Prescott Public Works Director P. O. Box 2059 Prescott, AZ 86302-2059
	City of Prescott Community Development Director P. O. Box 2059 Prescott, AZ 86302-2059
Yavapai County:	Yavapai County Administrator 1015 Fair St. Prescott, AZ 86302

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

SECTION 5. This Intergovernmental Agreement shall be recorded in the Office of the Yavapai County Recorder upon its proper approval and execution by the

authorized representatives of both parties, pursuant to ARS §11-952(G), and shall become effective thereupon.

SECTION 6. Pursuant to ARS §38-511, either party public agency hereto may cancel this Intergovernmental Agreement without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of said party is, at any time in which the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement.

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

_____
JACK D. WILSON, Mayor

ATTEST:

_____
ELIZABETH A. BURKE, City Clerk

PASSED, APPROVED AND ADOPTED by the Yavapai County Board of Supervisors this ____ day of _____, 2009.

_____
Thomas Thurman, Chairman of the Board

ATTEST:

_____
JULIE AYERS, Clerk of the Board

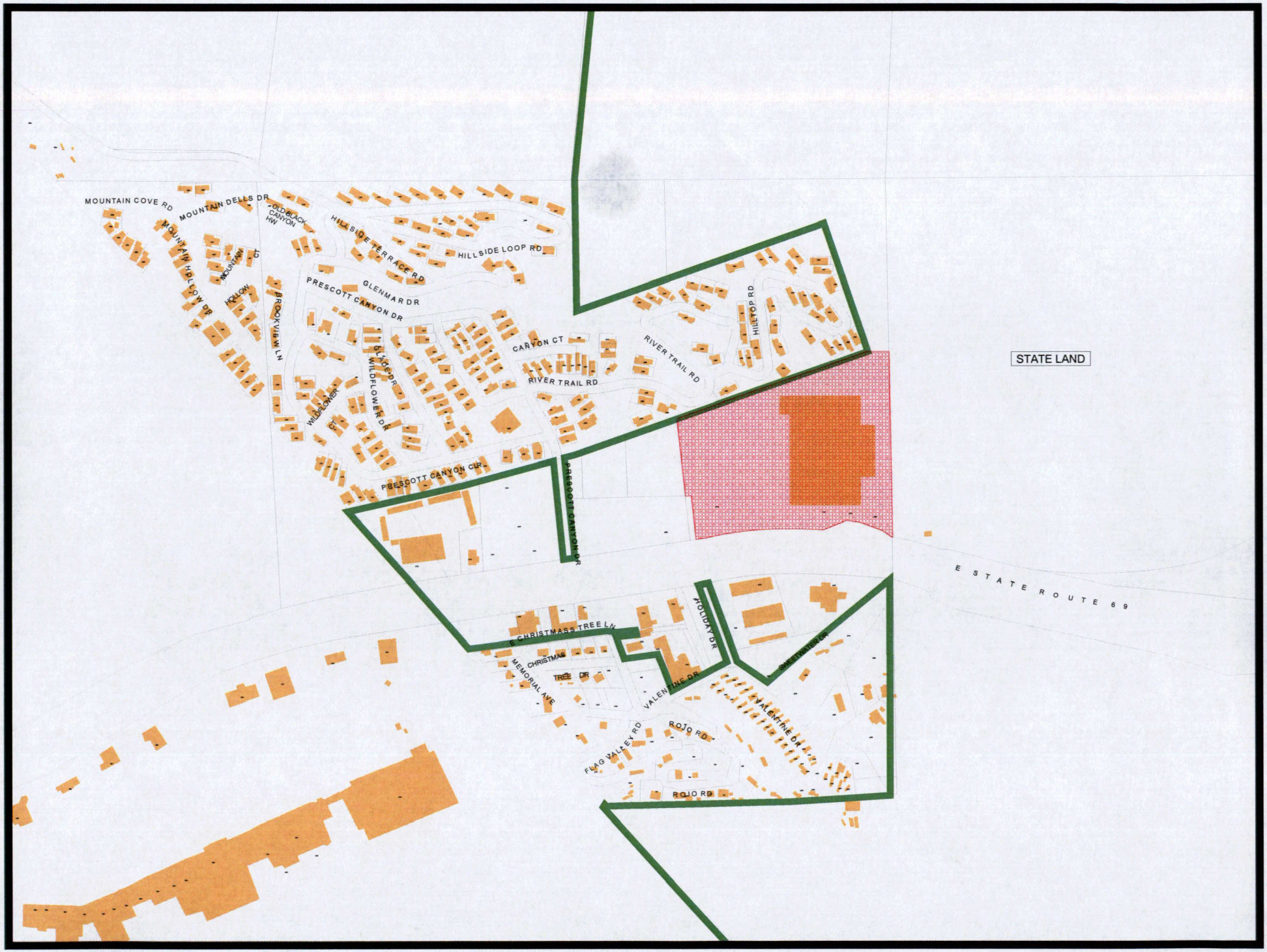
Determinations of Counsel

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

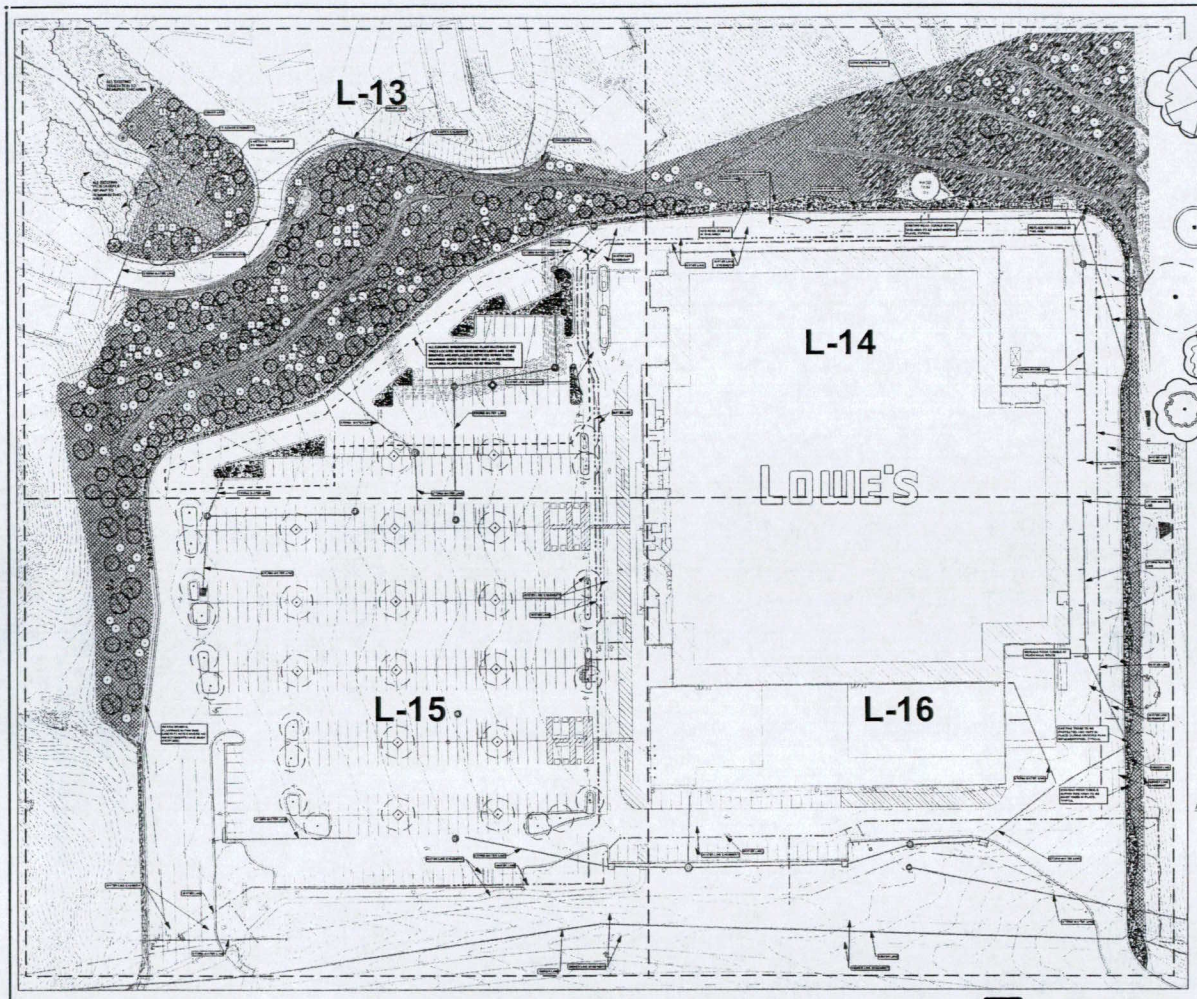
_____
GARY D. KIDD, City Attorney

Pursuant to ARS Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.

_____
DAVID S. HUNT, Deputy County Attorney



MOUNTAIN COVE RD
MOUNTAIN DELLS DR
OLD BLACK CANYON HW
HILLSIDE TERRACE RD
HILLSIDE LOOP RD
MOUNTAIN HOLLOW DR
MOUNTAIN CT
HOLLOW
BROOKVIEW LN
PRESCOTT CANYON DR
GLENMAR DR
GLADE DR
WILDFLOWER DR
WILDFLOWER CT
CANYON CT
RIVER TRAIL RD
RIVER TRAIL RD
HILLTOP RD
PRESCOTT CANYON CIR
PRESCOTT CANYON DR
STATE LAND
E STATE ROUTE 69
E CHRISTMASS TREE LN
CHRISTMAS TREE DR
MEMORIAL AVE
HOLIDAY DR
VALENTINE DR
SWEETWATER DR
VALENTINE DR
ROJO RD
FLAG VALLEY RD
ROJO RD



LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	QUANTITY	SIZE	REMARKS
TREES					
	Celtis laevigata var. Reticulata	Net Leaf Hackberry	21 (TREE CHANGE /1; TREE ADDITION /2)	24" Box	Standard Trunk Min. Height 8'-9'
	Populus deltoides	Cottonless Cottonwood	6 (/2 TREE REDUCTION)	24" Box	Standard Trunk Min. Height 10'-12'
	Pinus edulis	Pinon Pine	7 (/2 TREE REDUCTION)	5' Min. Height with Min. 1 1/2" Caliper	
	Juniperus deppeana pachyphlaea	Alligator Juniper	40 (TREE ADDITION /1)	5' Min. Height with Min. 1 1/2" Caliper	
	Existing Trees to Remain within general parking lot area.		–		
	Pinus nigra	Austrian Pine	1	5' Min. Height	/1 TREE ADDITION
	Cupressus arizonica	Arizona Cypress	74	6' Min. Height	/2 TREE ADDITION
SHRUBS					
	Rhus trilobata	Three Leaf Sumac	50	5 Gal.	
RIA	*Ribes aureum*	Golden Current	8	5 Gal.	
	Cornus stolonifera	Red Twig Dogwood	6	5 Gal.	
	Purshia mexicana	Cliffrose	50	1 Gal.	
	Fallugia paradoxa	Apache Plume	75	1 Gal.	/2 PLANT ADDITION
	Chrysothamnus viscidiflorus	Green Rabbitbrush	234	1 Gal.	
	Amelanchier utahensis	Utah Serviceberry	110	5 Gal.	
	Arctostaphylos patula	Green Leaf Manzanita	10	1 Gal.	
	Juniperus sabina "Tamariscifolia"	Tam Juniper	80	1 Gal.	
C	*Rhamnus californicus*	California Buckthorn	9	1 Gal.	
PERENNIALS					
	Penstemon nudiflorus	Penstemon	43	1 Gal.	
	Penstemon linarioides	Penstemon	121	1 Gal.	
	Potentilla hippiana	Cinquefoil	12	1 Gal.	
GRASSES					
	Stipa tenuissima	Mexican Feather Grass	126	1 Gal.	
GROUND COVERS					
	Native Grass- Hydroseed Mix	See Hydroseed Mix Pallet	–		Avail. thru Granite Seed ph. 801-768-4422
	Filtrex® Compost Erosion Control Blanket w/ Hydroseed Mix	See Note this Sheet			
ADDITION /1	*Rock Cobble (Proposed)*				
	Rock Cobble (Existing)				Maintain in Place
	Landscape Boulders				Sizes to be as scaled off drawings

HYDROSEED MIX PALLETE

BOTANICAL NAME	COMMON NAME	PLS#'s/ACRE
Agropyron smithii	Western Wheatgrass	2
Agropyron dasystachyum	Thickspike Wheatgrass	1
Agropyron trachycaulum	Slender Wheatgrass	2
Bromus marginatus	Mountain Brome	3
Festuca arizonica	Arizona Fescue	1.5
Sitanion hystrix	Bottlebrush Squirreltail	0.5
Koeleria cristata	Prairie Junegrass	0.5
Bouteloua gracilis	Blue Grama	0.5
Bouteloua curtipendula	Sideoats Grama	1
Sphaeralcea munroana	Munro Globemallow	1
Linum lewisii	Blue Flax	1
Lupine perennis	Perennial lupine	2
Geratoides lanata	Winterfat	1
Chrysothamnus nauseosus	Rubber Rabbitbrush	1
Eschscholzia californica	California Poppy	2
Cercocarpus montanus	Birch-leaf Mountain Mahogany	1
Fallugia paradoxa	Apache plume	1
Purshia mexicana	Cliffrose	1
		TOTAL= 23

ADDITION /2

PLANTING PLAN (INDEX)

I, JEFFREY SMITH, REGISTARED ARIZONA LANDSCAPE ARCHITECT CERTIFY THAT ALL SPECIFED PLANT SPECIES CONTAINED IN THESE DESIGN DOCUMENTS ARE NATIVE TO THE PRESCOTT, AZ AREA AND ARE TOLERANT TO THE ASSOCIATED CLIMATE ZONES LOCAL TO THE SITE.

NOTE:

ADDITION /1

1. FILTREXX® COMPOST EROSION CONTROL BLANKET (2" MULCH) W/ FILTREXX LOCKDOWN NETTING. INSTALL PER THE MANUFACTURER'S SPECIFICATIONS. INSTALL HYDROSEED MIX IN CONJUNCTION WITH THE BLANKET PER HYDROSEED SPECIFICATIONS.
2. ALL EXISTING SHRUB/PERENNIAL PLANT MATERIALS LOCATED WITHIN THE DEMOLITION AREAS SHALL BE SALAVAGED AND RE-PLANTED AT AN ALTERNATE LOCATION WITHIN THE SITE AS DIRECTED BY THE LOWE'S CONSTRUCTION PROJECT MANAGER.

ADDITION /2

3. SOME PORTION OF THE SALVAGED AUSTRIAN PINES FROM THE STATE LANDS SITE MAY BE PLANTED WITHIN THE LIMITS OF THE NORTHERLY FACING PORTION OF SOIL BUTTRESS SLOPE PROFILE AS DIRECTED BY THE LOWE'S CONSTRUCTION MANAGER. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUPPLYING ADDITIONAL DEEP WATERING DRIP RINGS TO ALL OF THESE TREES AND TYING THESE IN TO THE NEAREST CIRCUIT LATERAL SUPPLY LINE. THERE SHOULD BE NO MORE THAN 10' OF ELEVATION CHANGE BETWEEN THE LOWEST AND THE HIGHEST POSITIONED DRIP RING ON ANY ONE PARTICULAR CIRCUIT, NOR SHOULD THE MAXIMUM GPM FOR ANY ONE CIRCUIT BE EXCEEDED BASED UPON THE SIZE OF THE CONTROL VALVE AND THE FLOW LIMITATIONS OF THE LATERAL LINES CURRENTLY IN PLACE.

0 25 50 100
1 inch = 50 ft.

REVISIONS
◇ PERMIT SET ISSUE DATE △ FIRST AND SUBS ISSUE DATE

DATE		DESCRIPTION
4/20/09	/1	PLANTING/SRWG.
5/14/09	/2	PLANTING/SRWG.

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 43529 JEFFREY S. SMITH Date Signed 5/14/09 ARIZONA, U.S.A. Expires 12/31/2011

daedalus DESIGN GROUP
landscape architecture
urban design
planning
3725 jefferson street, suite 106
carlsbad, ca 92008
phone: 760.720.5737
fax: 760.720.8606

LOWE'S HIW, INC.
1530 FARADAY AVE., SUITE 140
CARLSBAD, CA 92008
760.804.5300 (V) 760.918.5112 (F)

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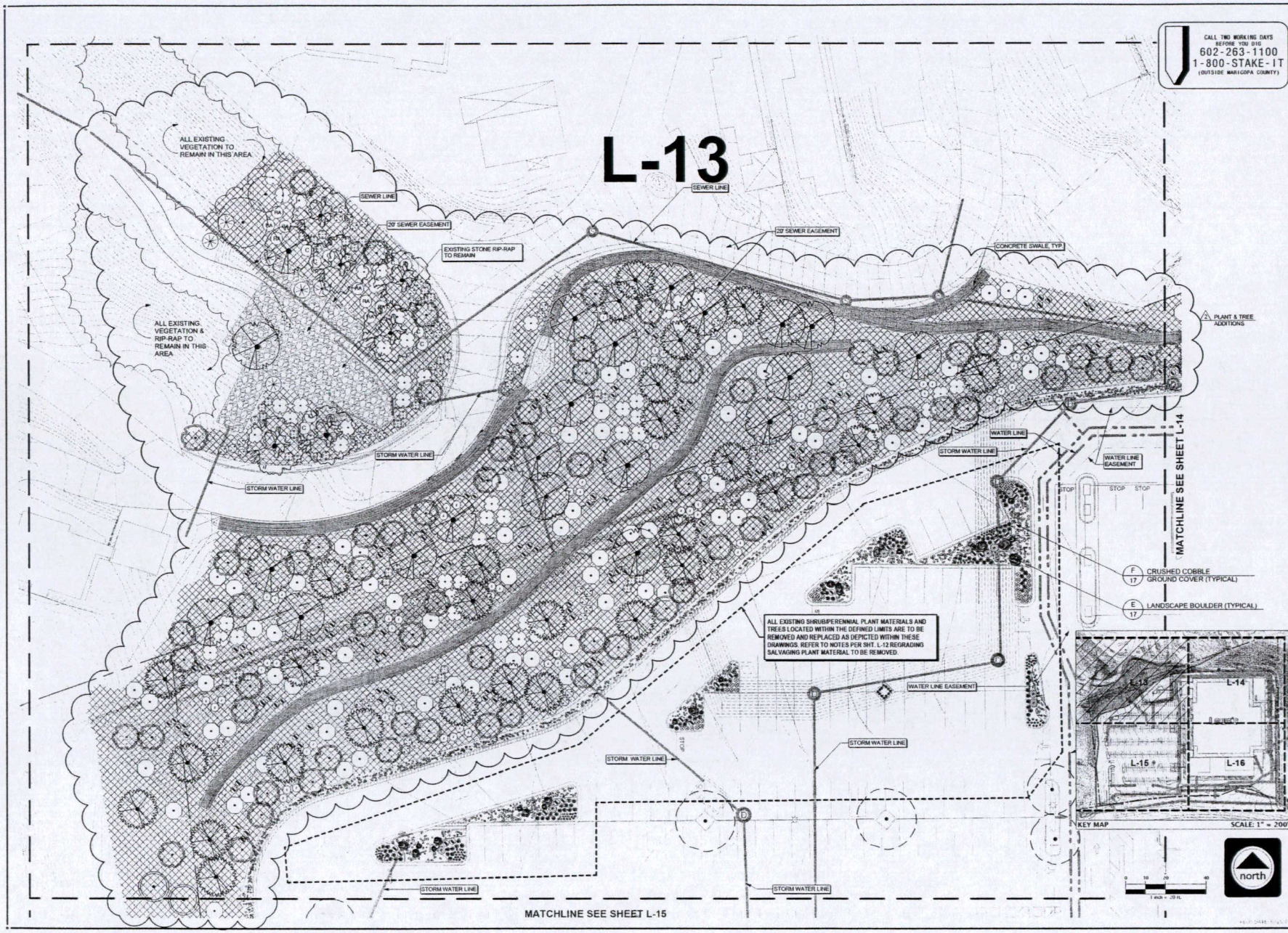
LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
PLANTING PLAN (INDEX)

LOWES OF
PRESCOTT
PRESCOTT, ARIZONA

PROJECT No: 08-018 | DRAWN BY: MP | CHECKED BY: S

ORIGINAL ISSUE DATE: 3/27/09
PERMIT SET ISSUE DATE: 6/15/09
CONSTRUCTION SET ISSUE DATE: 6/15/09
DRAWING NUMBER
L-12



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

REVISIONS

DATE		DESCRIPTION
4/20/09	1	PLANTING/IRRIG
5/14/09	2	PLANTING/IRRIG

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 43529
JEFFREY S. SMITH
Exp. 12/31/2011

daedalus DESIGN GROUP
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urban design
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2725 jefferson street, suite 10b
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fax: 760.723.8526

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LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
PLANTING PLAN
LOWES OF PRESCOTT
PRESCOTT, ARIZONA
PROJECT No. 05-018 | DRAWN BY: MP | CHECKED BY: JS

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER
L-13

TO: Planning Commission
FROM: Lowe's
RE: Narrative: Lowe's of Prescott – Soil Buttress and State Lands

Just like you, we have been distressed about the problems in the facing of the retaining wall at our store off Route 69, and we are now before you with what we believe is the best solution for the residents of Prescott and for the long-term wall repair. We will briefly summarize some of the project history below as well as the alternative rock wall repair and end with the soil buttress solution that we are presenting to planning commission as the repair we are moving forward with.

In 2006, Lowe's HIW, Inc ("Lowe's) purchased commercially zoned property in the City of Prescott on which a new home improvement store was built. After moving through the approval process with the city and local jurisdictions to obtain the required permits, we began constructing the new store in early 2007 and opened the store in November 2007.

In December 2007, a problem occurred in the facing of the retaining wall on the north side of the Lowe's store (adjacent to Prescott Canyon Estates Homeowners Association), which caused great concern to Lowe's, the Prescott Canyon Estates HOA, and the City of Prescott. Lowe's immediately mobilized staff from our real estate, construction and engineering departments, including soil and geotechnical experts and other personnel to ensure safety, inspect the wall in order to determine what action should be taken, and create a plan of action. Lowe's continued its analysis of the wall and began soil testing and water level evaluations at various locations along the retaining wall and in the Lowe's parking lot throughout the spring.

In January 2008, Lowe's purchased the residence of Prescott Canyon Estate homeowner Robert Schaeffer and the well-kept home was donated to the Prescott Chapter of Habitat for Humanity.
Progress regarding the collection of wall monitoring data and alternative repair analysis was steady through the spring of 2008.

In May 2008, Lowe's staff and engineers met with a small body of Prescott Canyon Estates Homeowners to describe options for replacing the wall, which included the soil buttress solution and an alternative solution involving an artificial rock wall repair plan with soil nails, tie backs and a concrete surface. A number of homeowners opposed Lowe's soil buttress because it was to be developed and built on a portion of the common area property of Prescott Canyon Estates. As a result, Lowe's instructed its wall design engineers to stop work on the soil slope wall repair plan and to prepare design plans for the artificial rock wall repair plan that would be built entirely on Lowe's Property instead.

The artificial rock wall repair plan was designed using steel beams, soil nails and longer tie backs to hold the wall's soil in place. Installing these mechanical products involves drilling, which would have produced a loud, repetitive pounding sound. At least two (2) drilling platforms stationed in Lowe's parking lot would reach over the top of the wall to drill into the wall facing. The wall would have been a colored concrete type of surface, which would have been applied to resemble rock and be visible throughout most of Prescott Canyon Estates. Lowe's wall design engineers substantially completed the plans for the artificial rock wall repair solution in July 2008. The City of Prescott was in the final stages of approving these wall repair design.

In the meantime, Lowe's continued to review the soil buttress wall solution—because, in addition to providing a long-term engineering wall repair solution, it will also return the wall area to a more aesthetically pleasing appearance for homeowners in Prescott Canyon Estates by creating a natural soil slope with landscaping similar to the hillsides surrounding Prescott Canyon Estates.

Lowe's has continued to meet with the Prescott Canyon Estates HOA officers and has conducted several presentations and neighborhood meetings to address concerns and answer questions of the residents.

To create this soil buttress solution, Prescott Canyon Estates is in the process of selling Lowe's approximately 1 acre of land from its common area near the wall on River Trail Road for this development. Lowe's has entered into an agreement with the Prescott Canyon Estates HOA to pay all construction costs, road movement and storm drain modification costs, voting expenses, Prescott Canyon Estates Attorney's fees and all other transaction costs (i.e. amendment of the Codes, Covenants and Restrictions (CC&Rs) of Prescott Canyon Estates.) Lowe's will landscape and maintain at Lowe's expense the soil slope as it grows and develops into a hillside similar to other natural areas around Prescott Canyon Estates.

To construct this soil buttress, Lowe's contractor will relocate the existing River Trail Rd towards the north approximately 20 feet along with the water, gas, electrical and sewer utilities that serve Prescott Canyon Estates. To relocate this road the contractor will need to extend the wing walls at the outlet of the box culvert up to 4 feet vertically. During the road relocation, residents of the HOA will have full access to their residences with their personal vehicles as well as for emergency vehicles and equipment. Once the road is complete and a safety zone has been re-established, Lowe's contractor will remove the wall facing panels of the existing retaining wall from the top down, similar to the original wall unloading operation that was completed last winter. While removing the wall panels the contractor will also remove the existing soil under the northern portion of the parking lot as well as any loose material beneath or at the toe of the proposed soil buttress. This will insure that the soil buttress is built on competent and firm material. The excess material from this initial operation will be

temporarily stock piled behind the Lowe's store on the State Land property and then reused to create the soil buttress. Once this has been completed, the contractor will begin to re-compact the stock piled material to create the soil buttress and will import any additional material required for the project from the state land to create the soil buttress. Once all of the material is in place he will construct the terrace swales, the final drainage structures\pipes and then begin planting the vegetation and installing the irrigation as shown in the final renderings.

The additional fill material, beyond the stock piled material, will come from the State Land area below the existing lower terrace swale. The final grading will be completed according to the cities grading ordinance. Lowe's contractor will work around the existing utilities to create a less-engineered-looking slope by undulating the grades where possible. The final grades will vary from what has been shown on the engineered drawings based upon material quantity and soil property requirements for the buttress. When it is complete this will help create a more natural-looking cut behind and to the east of the City's pump house to allow for a greater sense of depth to roadway travelers as shown in the Highway 69 renderings.

The proposed landscape improvements for the area directly east of the Lowe's retail site on the State Lands, will maintain the theme defined during the initial development of the retail site. This theme has two major goals; the first is to establish a quick growth grassland planting to stabilize the slope profiles and eliminate soil erosion, and the second goal would be to establish a hardy drought tolerant native plant community that will, in time, blend into the surrounding hillsides abutting the site. The site will be planted via hydroseed application with herbaceous wildflowers, grasses, and woody understory shrubs. There is to be a concentrated planting of container grown shrubs placed in the northwest corner of the site to help accelerate the vegetative cover for this highly visible slope profile There will also be a blend of container raised trees planted throughout the existing hillside and the area to be regraded in order to build the soil buttress slope located to the north of the Lowe's retail site. All trees proposed for the State Land site, except for three Net Leaf Hackberry trees, are evergreens and have been specified to meet the city's minimum size standard of 5' in height at the time they are planted.

We anticipate the entire site will be watered by an overhead application method for a minimum period of two years in order to insure a high degree of initial germination and survivability for two full growth cycles. With the production of new viable seed and a natural cycle of growth, the reseeding will be established and then transitioned over to being sustained by seasonal rainfall only. The tree plantings will be watered by a low volume drip irrigation system that we anticipate will be in place for a maximum of five years. These trees will be watered with the goal of getting the trees established and then hardening them off slowly over this five-year transition period to the point they, too, will be sustained only by

seasonal rainfall. All irrigation pipe and hardware will be removed from the site once this five-year establishment period has been concluded.

Lowes has been working with city staff and their hired outside experts to finalize a geotechnical report, engineering drawings and specifications, as well as landscape and irrigation drawings for the soil buttress solution. These drawings not only address the soil buttress repairs but also many of the ongoing issues onsite and on the State Land hillside behind the store. The construction of the soil buttress solution and hillside are anticipated to take approximately 6-8 months to complete.

This is one of the final steps in order to complete this project and gain the approval of the city. We hope that we have addressed the city's concerns and look forward to finishing this project as soon as possible.

CIVIL CONSTRUCTION PLANS
FOR
WALLS 1-5 SOIL BUTTRESS REPAIRS
FOR
LOWE'S RETAIL STORE
OF
PRESCOTT, AZ

UTILITY COMPANIES & GOVERNING AGENCIES

WATER & SEWER - CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT
433 N. VIRGINIA
PRESCOTT, ARIZONA 86301
CONTACT: BRUCE CANAVAN
(928) 777-1130

FIRE DEPARTMENT - CITY OF PRESCOTT FIRE DEPARTMENT
1700 IRON SPRINGS ROAD
PRESCOTT, ARIZONA 86305
CONTACT: DAVE MECCA
(928) 445-8895

PLANNING - CITY OF PRESCOTT COMMUNITY DEVELOPMENT DEPARTMENT
201 S. CORTEZ
PRESCOTT, ARIZONA 86303
CONTACT: GEORGE WORLEY
(928) 777-1207

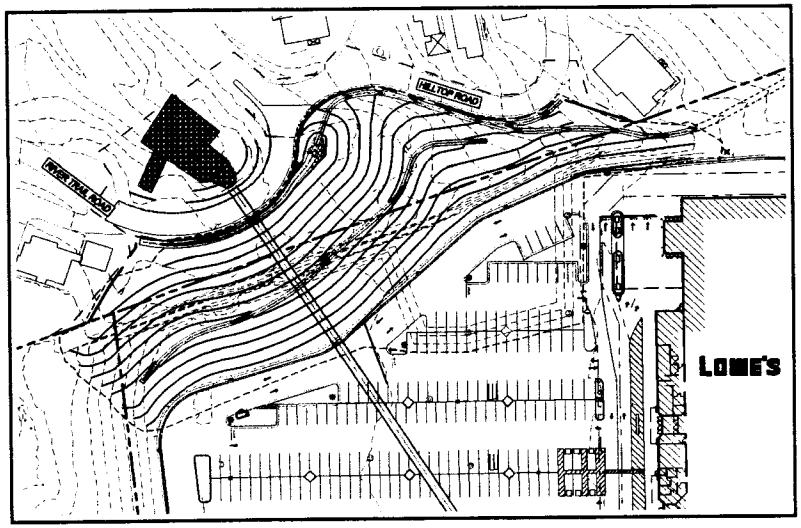
ELECTRIC - ARIZONA PUBLIC SERVICE
139 N. MARINA
PRESCOTT, ARIZONA 86301
CONTACT: CLINT BRYAN
(928) 443-6694

GAS - UNSOURCE ENERGY SERVICES
CONTACT: LESLIE DIECKS
(928) 771-7227

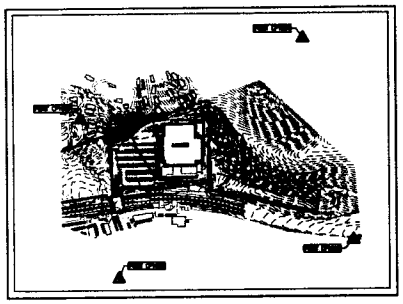
PHONE - QWEST
14445 MASONRY WAY
PRESCOTT, ARIZONA 86301
CONTACT: WAYNE POLLARD
(928) 776-2513

CITY OF PRESCOTT APPROVAL SIGNATURES

DEPT.	PRINT	SIGN	DATE
DEPT.	PRINT	SIGN	DATE
DEPT.	PRINT	SIGN	DATE
DEPT.	PRINT	SIGN	DATE



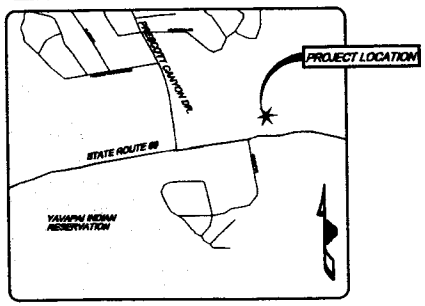
KEY MAP
SCALE 1" = 50'



POINT LOCATION MAP
SCALE 1" = 500'

BASIS OF BEARING & BENCHMARK
*SEE LOCATION MAP ABOVE

VICINITY MAP - NOT TO SCALE



*** NOTICE TO CONTRACTORS ***

*** NOTICE TO CONTRACTORS ***

*** NOTICE TO CONTRACTORS ***

NE CORNER ROUTE 69 & HOLIDAY DRIVE PRESCOTT, AZ

OWNER
LOWE'S HIW, INC.
1605 CURTIS BRIDGE ROAD, REEC DOCK, FMHS
WILKESBORO, NC 28697
(336) 658-3745
CONTACT: JOSH MINTON

GEOTECHNICAL ENGINEER
ES
2165 FARRADAY AVE., SUITE K
CARLSBAD, CA 92008-7257
(760) 431-3747
CONTACT: BILL MORRISON

LANDSCAPE ARCHITECT
DASDULUS DESIGN GROUP
2725 JEFFERSON STREET, SUITE 169
CARLSBAD, CA 92008
(760) 729-9337
CONTACT: OSCAR RINCON

CIVIL ENGINEER
THOMAS GRAHAM CIVIL DESIGN GROUP
1692 WRIGHT PL.
SUITE 200
CARLSBAD, CA 92008
(760) 918-9528
CONTACT: JON JERSEY, PE

SITE LIGHTING
PAGE INTERWORKS, P.A.
103 MAIN STREET
NORTH WILKESBORO, NC 28659
(336) 667-4335
CONTACT: HEATH KELLY

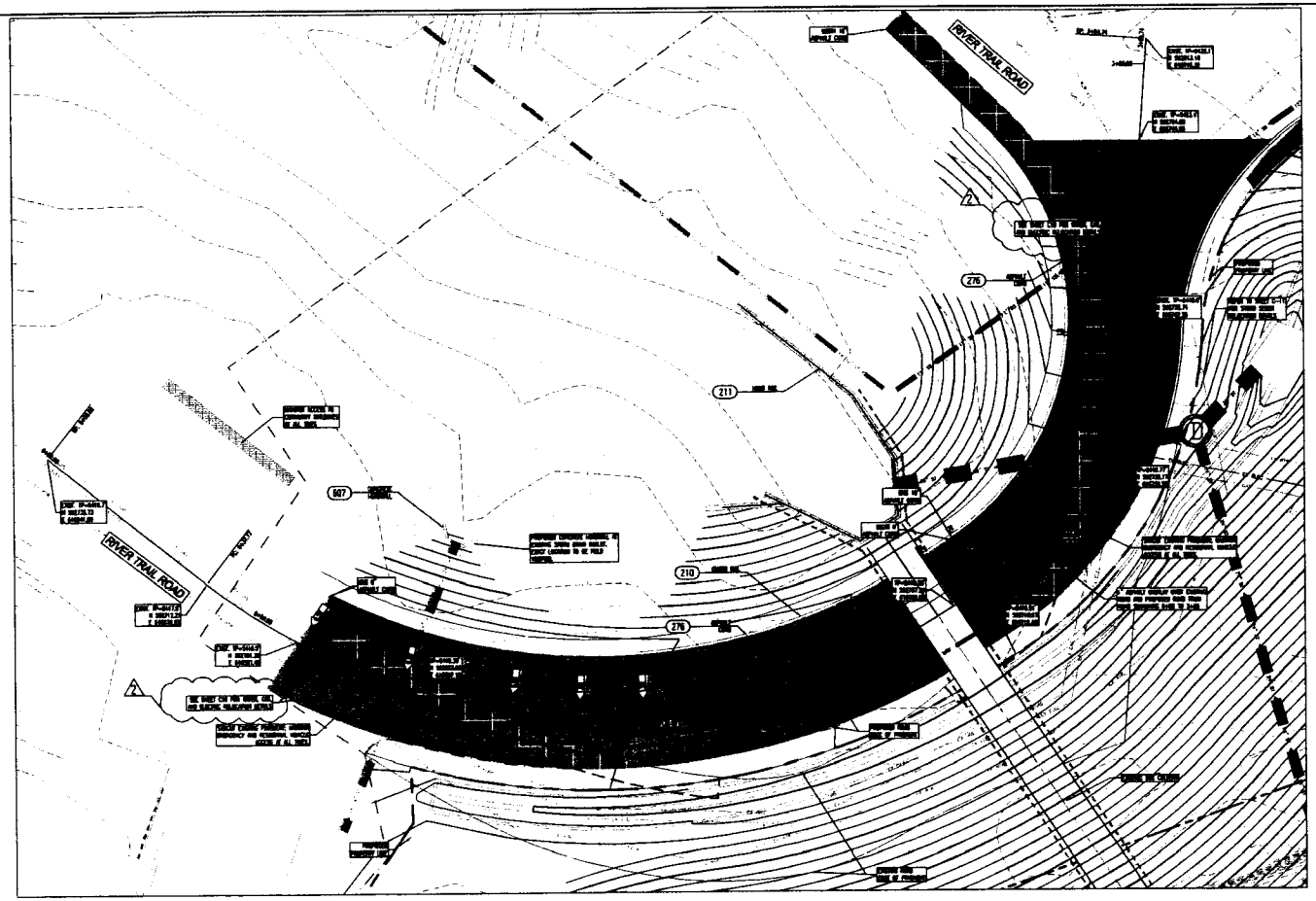
CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

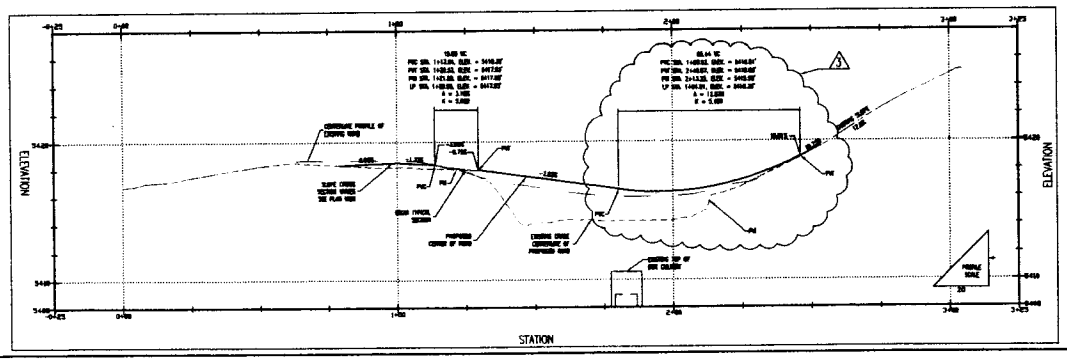
REVISIONS

DATE	DESCRIPTION

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
COVER SHEET
LOWE'S OF PRESCOTT
PRESCOTT, ARIZONA

C-1





LEGEND

SYMBOL	DESCRIPTION
	BUILDING LINES
	SITE CALCULATE
	PROPOSED WORK
	EXISTING WORK
	PROPOSED SANITARY SEWER
	PROPOSED SANITARY SEWER
	PROPOSED ELECTRIC
	PROPOSED GAS
	PROPOSED WATER
	EXISTING SANITARY SEWER
	EXISTING WATER
	EXISTING ELECTRIC
	EXISTING GAS
	CURB AND GUTTER
	GATE
	PROPERTY LINE
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER VALVES
	PROPOSED FLARED END SECTION
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER MANHOLE
	FIRE HYDRANT

*** NOTICE TO CONTRACTORS ***

*** NOTICE TO CONTRACTORS ***

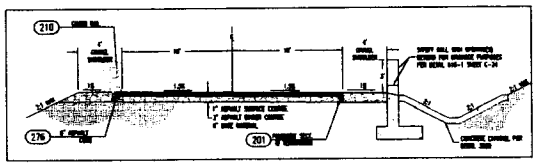
*** NOTICE TO CONTRACTORS ***

1 INCH

BASIS OF BEARING & BENCHMARK

ROAD PAVING AND GRADING NOTES

1. CONTRACTOR SHALL NOT PARK ANY VEHICLE OR PERSONAL VEHICLE ON HOA PROPERTY. ALL CONSTRUCTION EQUIPMENT NOT IN USE SHALL BE STORED ON LOWES PROPERTY OFF DRIVING AISLES.
2. NO VEHICLES SHALL BE LEFT ON HOA ROADS DURING THE CONSTRUCTION.
3. CONTRACTOR SHALL REPAIR ALL HOA DRIVING COURSE TO THE ORIGINAL LAYOUT IN AND FROM THE WORK AREA AFTER THE WORK IS COMPLETE.
4. PAVEMENT SHALL BE PLACED IN ACCORDANCE WITH LOWE'S SITE WORK SPECIFICATIONS.
5. ALL CURB HEIGHT DRAWN ARE IN INCHES OF CURB.
6. ALL PAVING DIMENSIONS ARE IN FRONT OF CURB, WHERE APPLICABLE, UNLESS OTHERWISE NOTED.
7. ALL CONTRACTOR DRAWS ARE IN INCHES OF CURB.



TYPICAL ROAD SECTION
SCALE 1" = 5'

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

REVISIONS

DATE	DESCRIPTION
5.11.09	PER GW-007 REVISION #1
6.15.09	PER GW-007 REVISION #2

Thomas Graham CIVIL DESIGN GROUP

LOWE'S

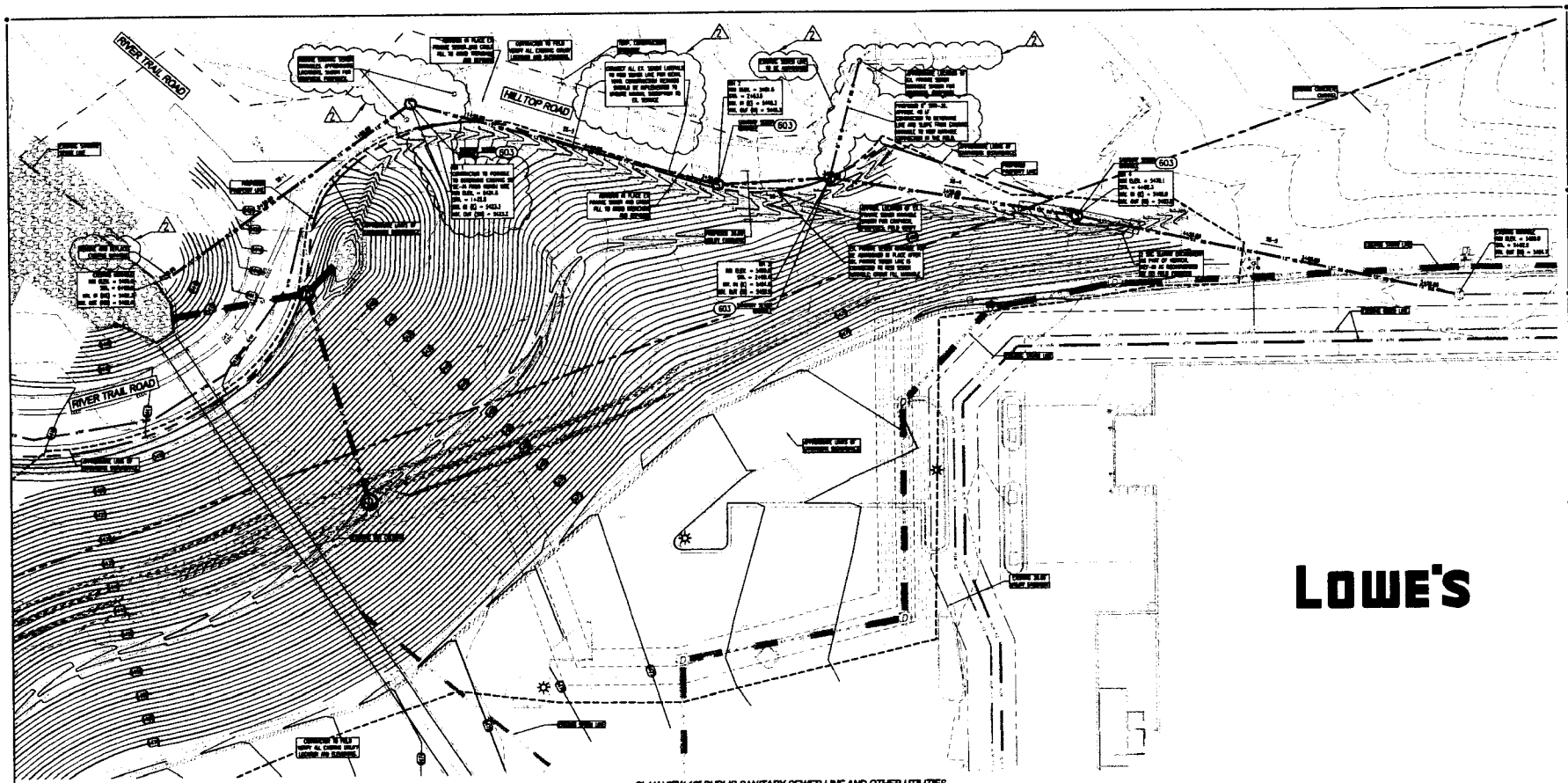
WALLS 1-5 SOIL BUTTRESS REPAIRS
ROAD PAVING & GRADING PLAN

LOWE'S OF
PRESCOTT
PRESCOTT, ARIZONA

PROJECT No. 09-145
DRAWN BY: MS
CHECKED BY: JN

ORIGINAL ISSUE DATE: 05.27.09
PERMIT SET ISSUE DATE: 06.15.09
CONSTRUCTION SET ISSUE DATE: 06.15.09

DRAWING NUMBER:
C-6



PLAN VIEW 12" PUBLIC SANITARY SEWER LINE AND OTHER UTILITIES

*** NOTICE TO CONTRACTORS ***

** NOTICE TO CONTRACTORS **

* NOTICE TO CONTRACTORS *

LEGEND

SYMBOL	DESCRIPTION
	BALANCE LINES
	BOX CULVERT
	PROPOSED SANITARY SEWER
	PROPOSED STORMWATER SEWER
	PROPOSED WATER
	EXISTING SANITARY SEWER
	EXISTING STORMWATER SEWER
	EXISTING WATER
	EXISTING ELECTRIC
	EXISTING ELECTRIC
	EXISTING ELECTRIC
	CABLE AND GATEWAY
	CABLE
	PROPERTY LINE
	PROPOSED SANITARY MANHOLE
	EXISTING SANITARY MANHOLE
	PROPOSED WATER MANHOLE
	EXISTING WATER MANHOLE
	FIRE HYDRANT

BASIS OF BEARING & BENCHMARK

SANITARY SEWER NOTES

1. THE EXISTING PRESSURE IS THE EXIST OF THE PROPOSED SANITARY SEWER INSTALLATION SHALL BE PERFORMED IN PLACE IN ALL WATER SHARING THE INSTALLATION OF THE SANITARY SEWER.
2. THE SANITARY SEWER SHALL BE INSTALLED JOINED WITH SOIL PIPE IN INCH 1 FOOT AS TO EXISTING MANHOLE ACCESS WITHIN THE WALLS AT ALL TIMES.
3. UTILITY LOCATIONS SHOWN ON THE PLAN ARE NOT PRECISE, AS IN A-DAILY SURVEY IS NOT AVAILABLE, AND ARE BASED ON LIMITED SURVEY DATA FROM THE ORIGINAL INSTALLATION OF THE BOX CULVERT.
4. CONTRACTOR SHALL NOTE EXISTING SEWER LOCATIONS, SEWERS, AND SHOW PROPERLY PRIOR TO STARTING THEIR WORK COMPONENTS.
5. CONTRACTOR PRECAUTIONS SHALL BE EXPLORATORY TO SHOW EXISTING INFRASTRUCTURE TO EXISTING SANITARY SEWER SERVICE. PRESSURE SHALL BE REPORTED THE LESS THAN 72 HOURS PRIOR TO THEIR SERVICE BEING INTERRUPTED.
6. CONTRACTOR PRECAUTIONS SHALL BE EXPLORATORY SHOW EXISTING SEWER LOCATIONS, EXISTING SEWER SHALL BE REPORTED TO PRESSURE SERVICE, PRESSURE TO INTERRUPT CURRENT EXISTING PRESSURE. REPORTING SHALL BE REPORTED NOT LESS THAN 72 HOURS PRIOR TO THEIR SERVICE BEING INTERRUPTED.

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(OUTSIDE MARICOPA COUNTY)

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

REVISIONS

DATE	DESCRIPTION

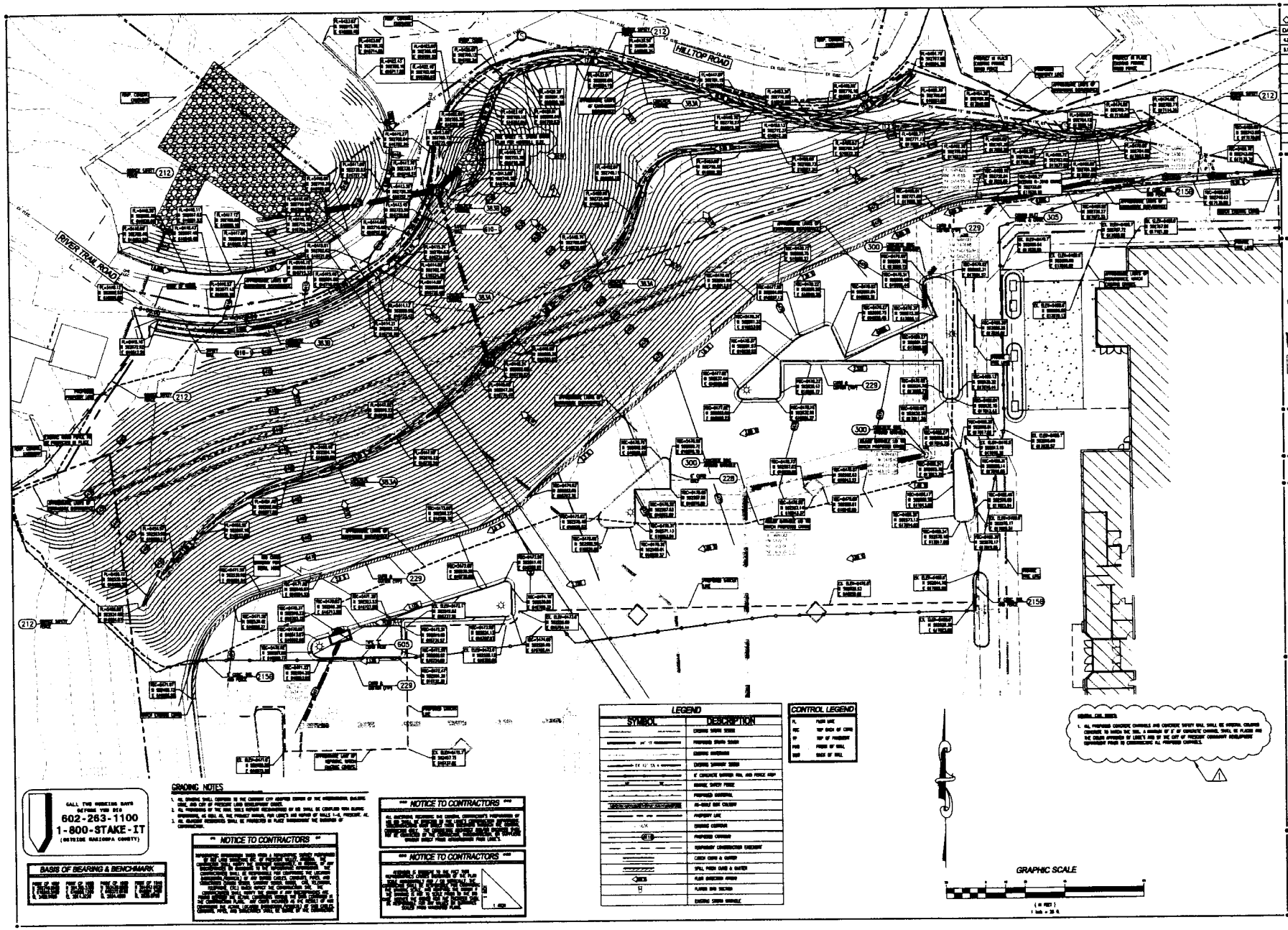
Thomas Gresham CIVIL DESIGN GROUP

LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
SANITARY SEWER PLAN

LOWE'S OF
PRESCOTT
PRESCOTT, ARIZONA

C-11



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(OUTSIDE MARICOPA COUNTY)

BASIS OF BEARING & BENCHMARK

GRADING NOTES

*** NOTICE TO CONTRACTORS ***

*** NOTICE TO CONTRACTORS ***

*** NOTICE TO CONTRACTORS ***

LEGEND	
SYMBOL	DESCRIPTION
	EXISTING SPOT SHOT
	PROPOSED SPOT SHOT
	EXISTING CONTOURS
	EXISTING SUPERIOR SHOT
	6" CONCRETE SURFACE FOOL AND FENCE GRIP
	TEMPORARY SAFETY FENCE
	PROPOSED CONTOURS
	3/4-INCH MIN CRUSHER
	PROPERTY LINE
	EXISTING CONTOUR
618	PROPOSED CONTOUR
	TEMPORARY CONSTRUCTION EASEMENT
	CURB CUTS & GUTTER
	SPILL PATH CURB & GUTTER
	FLOW DIRECTION ARROW
	FLOWING DIRECTION
	EXISTING SPOT SHOT

CONTROL LEGEND
FL FLOW LINE
TOC TOP EDGE OF CURB
TP TOP OF PARAPET
FOS FACE OF WALL
BOS BASE OF WALL

GENERAL CONCRETE

1. ALL PROPOSED CONCRETE CHANNELS AND CONCRETE SPILLWAY WALLS SHALL BE GENERAL CONCRETE CONFORMING TO MARICOPA MC 1000. A MINIMUM OF 6" OF CONCRETE CHANNEL SHALL BE PLACED OVER THE COLLUVIUM APPROVED BY LOWE'S AND BY THE CITY OF PRESCOTT CONSULTANT GEOTECHNICAL REPRESENTATIVE PRIOR TO COMMENCING ALL PROPOSED CHANNELS.

REVISIONS

DATE	DESCRIPTION
1.26.00	PER 90-427 REVISION 2
3.1.00	PER 90-427 REVISION 2

Thomas Graham CIVIL DESIGN GROUP

LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
FINAL GRADING PLAN
LOWE'S OF
PRESCOTT
PRESCOTT, ARIZONA

PROJECT No. 99-148 | DRAWN BY: LF | DESIGNED BY: JK

ORIGINAL ISSUE DATE: 10.27.99
PLAN SET ISSUE DATE: 02.16.00
CONSTRUCTION SET ISSUE DATE: 02.16.00

DRAWING NUMBER
C-14

HILLTOP ROAD

RIVER TRAIL ROAD

FRONT PARKING
468 SPACES

BACK OF STORE
PARKING 5 SPACES

LOWE'S

SITE DATA

Acreage:	AS-BUILT (11/07)	REVISED SITE PLAN
Total	13.77 ACRES	
Lowe's Building:		
Lowe's Warehouse		
Sales Floor	116,000 SF	116,000 SF
Business/Office	1,310 SF	1,310 SF
Utility	1,403 SF	1,403 SF
Storage/Receiving	13,000 SF	13,000 SF
Classroom	565 SF	565 SF
Breakroom	534 SF	534 SF
Vestibule/Toilet/Mezzn	2,586 SF	2,586 SF
Total	138,446 SF	138,446 SF
Garden Center		
Covered Area	11,171 SF	11,171 SF
Shade Structure	6,286 SF	6,286 SF
Open Area	11,696 SF	11,696 SF
Total	29,153 SF	29,153 SF
Total	167,599 SF	167,599 SF
Parking Provided:		
Standard Parking Spaces	512	472
Oversize Parking Spaces	26	28
Handicapped (2.18% of Total Spaces)	12	12
Total Parking Spaces	550	510

LEGEND

SYMBOL	DESCRIPTION
	EXISTING SIGNAGE UNITS / COLUMN
	PROPOSED HEAVY DUTY CONCRETE (SEE DETAIL 3/C1)
	PROPOSED HEAVY DUTY PAVING (SEE DETAIL 3/C1)
	PROPOSED ROAD PAVING (SEE TYPICAL ROAD SECTION AT SHEET C-4)
	PROPOSED REGULAR DUTY PAVING (SEE DETAIL 3/C1)
	LANDSCAPING
	PROPOSED CONCRETE CHANNEL
	PROPOSED CURB & GUTTER (CONCRETE)
	PROPOSED CURB & GUTTER (PAVING)
	PROPOSED CURB
	EXISTING CURB & GUTTER TO REMAIN
	EXISTING CURB TO REMAIN
	PROPOSED CURB CUT
	PROPOSED FENCE
	EXISTING FENCE TO REMAIN
	PROPERTY LINE

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

BASIS OF BEARING & BENCHMARK

CONSTRUCTION SITE PLAN NOTES:

1. ALL WORK, GOVERNED BY THIS PLAN SHALL BE PERFORMED AS WITHIN IN THE MARICOPA COUNTY, AZ UNIFORM CODES, REVISED PER SOUTH AND REFERENCE SHEET AS NOTED ON THE PLANS.
2. ALL CODES NOTED SHALL BE TO EDITION OF CODE.
3. ALL FINISH ENGINEERING ARE 24 INCHES AT FINISH GRADE APPLICABLE, UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB.
5. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
6. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
7. CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER IN GRADE, SIZE, TYPE AND ALIGNMENT AT ADJACENT PROPERTIES.
8. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS, DURING CONSTRUCTION, WHICH ARE NOT NOTED TO REMAIN, INCLUDES, PAVEMENT, CURBING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
9. ALL PAVEMENT MARKING PAINT SHALL BE ONCOMA BALANCE PAVEMENT MARKING PAINT, WHITE OR APPROVED, YELLOW OR ORANGE. PAINT SHALL BE APPLIED IN TWO COATS TO A CLEAN, DRY SURFACE. WHITE REFLECTIVE OR GRAPHIC BADGES, STRIPES SHALL BE 4" WIDE UNLESS OTHERWISE INDICATED.
10. ALL WORK ON THIS PLAN SHALL BE DONE IN STRICT ACCORDANCE WITH LOWE'S STANDARD SPECIFICATIONS.
11. PAVEMENT SHALL BE PLACED IN ACCORDANCE WITH LOWE'S DOC WORK SPECIFICATIONS.
12. GRADE PAVEMENT SURFACE PERPENDICULAR WITH THIS PLAN THE ORIGINAL SITE CONTOURS, ENGINEERING BY ALLEYWOOD.
13. PAVING AND DRAINAGE SHALL BE REVIEW BY AN INDEPENDENT TESTING AGENCY TO BE PAID FOR BY THE CONTRACTOR. CONTRACTOR AND ASPHALT PAVEMENT SHALL PAVEMENT SHALL COMPLY WITH THE SPECIFICATIONS.

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(OUTSIDE MARICOPA COUNTY)

GRAPHIC SCALE

REVISIONS

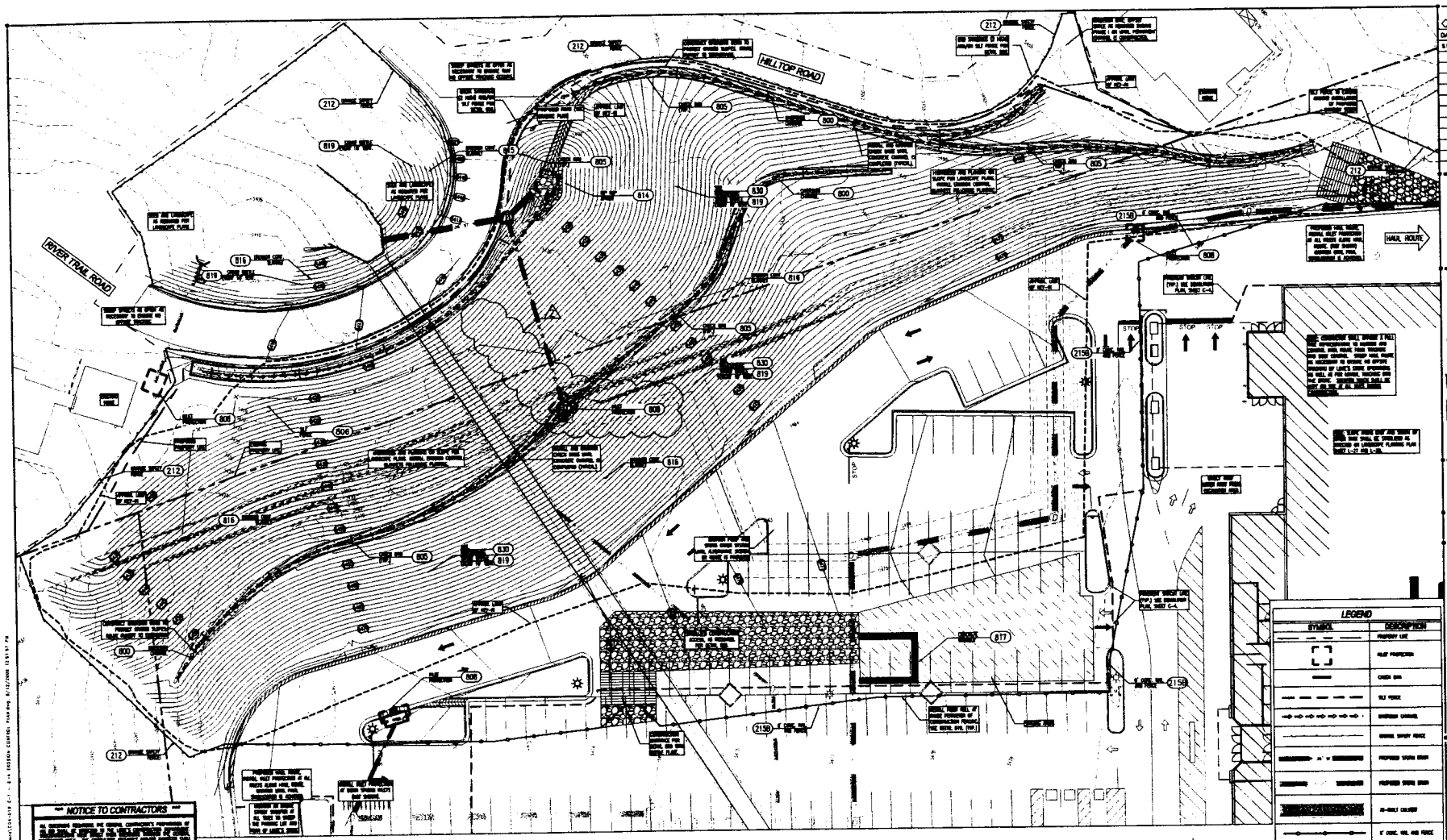
DATE	DESCRIPTION

Thomas Graham CIVIL DESIGN GROUP

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
SITE PLAN

LOWE'S OF
PRESCOTT
PRESCOTT, ARIZONA

C-20



CONSTRUCTION SEQUENCE

PHASE I (SEE SHEET E1)

1. CONSTRUCT ALONG 1:1 MAXIMUM/VEHICLE STAGING AREA.
2. INSTALL SILT PROTECTION ON ALL SILTS ADJACENT TO THE PROPOSED HAUL ROUTE.
3. INSTALL SILT PROTECTION AS SHOWN ON PHASE I OF THE EROSION AND SEDIMENT CONTROL PLAN.
4. INSTALL SILT FENCE/SAND BAGS AS SHOWN ON PHASE I OF THE EROSION AND SEDIMENT CONTROL PLAN.
5. INSTALL CHECK DAMS AND/OR PLUGS ON EXISTING INLET AT BASE OF WALL AS SHOWN AS PROVIDE AFTER WALL IS UNCOVERED.
6. CONSTRUCT EXCAVATION/REMOVAL OF EXISTING ASPHALT PAVEMENT.
7. CONSTRUCT EXCAVATION CHANNEL AND INSTALL EXCAVATION AS SHOWN ON EROSION AND SEDIMENT CONTROL PLANS.
8. SWEEP PAVED AREAS AS NECESSARY TO PREVENT VEHICLE TRACKING OF SEDIMENT OFF SITE.

STOCKPILE PHASE (SEE SHEET E3)

9. ALL EROSION CONTROL MEASURES SHOWN ON THIS SHEET SHALL BE IN PLACE BEFORE MATERIAL IS STOCKPILED FROM PHASE I EXCAVATION ACTIVITIES.
10. INSTALL INLET PROTECTION ON ALL SILTS ADJACENT TO THE PROPOSED HAUL ROUTE AS SHOWN ON THIS SHEET.
11. INSTALL SILT FENCE AS SHOWN ON THIS SHEET.
12. INSTALL INLET PROTECTION AS SHOWN ON THIS SHEET.
13. INSTALL STABILIZED CONSTRUCTION ENTRANCE AS SHOWN ON THIS SHEET.
14. CONTINUE WITH STOCKPILING ACTIVITIES FROM PHASE I EXCAVATION ACTIVITIES.
15. SWEEP PAVED AREAS AS NECESSARY TO PREVENT VEHICLE TRACKING OF SEDIMENT OFF SITE.

PHASE II (SEE SHEET E2)

16. CONTINUE SITE GRADING, CONTINUE EXCAVATION CHANNELS.
17. PROVIDE SOIL ROUGHENING AND INSTALL STRAW WATTLE EVERY 10 VERTICAL FEET ON ALL SLOPES.
18. PROVIDE PAVEMENT SHOULDER PREPARATION, CONTINUE REMOVAL/REMOVAL OF EXISTING ACTIVITIES. WORKING PERMANENT STABILIZATION ENGINEERING ON ALL LANDSCAPE AREAS MAXIMUM FOLLOWING FINAL GRADING OF THOSE AREAS.
19. CONTINUE ALL CHECK AND OUTLET AS SHOWN ON THE PLANS.
20. REMOVE INLET PROTECTION AROUND INLETS AND MANHOLES AS SOME SHOWN AS HOURS PRIOR TO PLACING VEHICLES OVER CHANNEL. INLET PROTECTION IS TO REMAIN AT ALL INLETS UNTIL CONTRACTING AREA ACHIEVES FINAL STABILIZATION AND/OR ALL PERMANENT POLLUTANT SOURCES ARE REMOVED.
21. CHECK OUT FINAL CHANNEL AND SEEDING AND PLANTING.
22. REMOVE SILT FENCE ONLY AFTER ALL PHASE IS COMPLETE AND EXPOSED SURFACES ARE STABILIZED.

BORROW PHASE (SEE SHEET E4)

23. ALL EROSION CONTROL MEASURES SHOWN ON THIS SHEET SHALL BE IN PLACE PRIOR TO EROSION MATERIAL BEING EXCAVATED FROM THE STATE LAND AREA FOR THE PHASE 2 GRADING (PLUMB) ACTIVITIES.
24. INSTALL OR MAINTAIN INLET PROTECTION ON ALL SILTS ADJACENT TO THE PROPOSED HAUL ROUTE AS SHOWN ON THIS SHEET.
25. INSTALL OR MAINTAIN SILT FENCE AS SHOWN ON THIS SHEET.
26. INSTALL OR MAINTAIN INLET PROTECTION AS SHOWN ON THIS SHEET.
27. INSTALL OR MAINTAIN STABILIZED CONSTRUCTION ENTRANCE AS SHOWN ON THIS SHEET.
28. CONTINUE WITH EXCAVATION ACTIVITIES FOR PLUMB BEARING PHASE 2 ACTIVITIES.
29. SWEEP PAVED AREAS AS NECESSARY TO PREVENT VEHICLE TRACKING OF SEDIMENT OFF SITE.

EROSION CONTROL NOTES

1. EROSION STORM WATER POLLUTION PREVENTION PLAN DATED MAY 2006 (REVISED AUGUST 2006) SHALL BE FOLLOWED FOR ALL EROSION CONTROL REQUIREMENTS AND MODIFIED AS NECESSARY IN ACCORDANCE WITH EROSION STORM PLANS FOR WALLS 1-5 SOIL BUTTRESS REPAIRS.

*** NOTICE TO CONTRACTORS ***

*** NOTICE TO CONTRACTORS ***

*** NOTICE TO CONTRACTORS ***

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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

REVISIONS

DATE	DESCRIPTION
5-14-08	PRINT SIZE-SET REVISION (B)

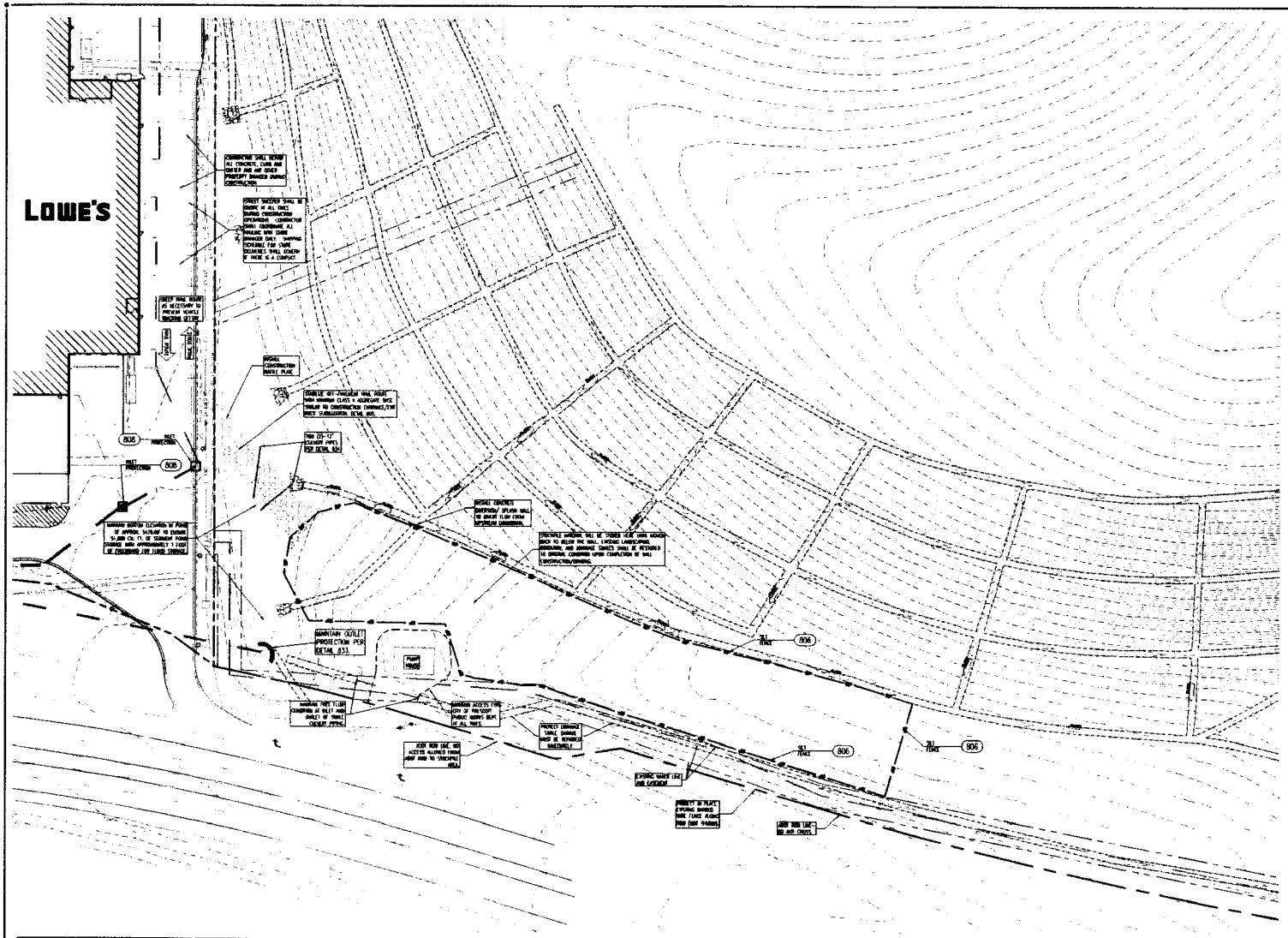
Thomas Graham CIVIL DESIGN GROUP

LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
EROSION CONTROL PLANS-PHASE 2

LOWE'S OF
PRESCOTT
PRESCOTT, ARIZONA

E-2



CONSTRUCTION SEQUENCE

PHASE I (SEE SHEET E1)

1. CONSTRUCT 20,000 S.F MAINTENANCE/VEHICLE STAGING AREA
2. INSTALL INLET PROTECTION ON ALL INLETS ADJACENT TO THE PROPOSED WALL REPAIR.
3. INSTALL INLET PROTECTION AS SHOWN ON PHASE I OF THE EROSION AND SEDIMENT CONTROL PLAN.
4. INSTALL SILT FENCE/SAND BAGS AS SHOWN ON PHASE I OF THE EROSION AND SEDIMENT CONTROL PLAN.
5. INSTALL CATCH BASIN INSERT FILTER ON EXISTING INLET AT BASE OF WALL AS SOON AS POSSIBLE AFTER INLET PA INCREASES
6. COMMENCE DEMOLITION/REMOVAL OF EXISTING ASPHALT ROADWAY
7. CONSTRUCT DIVERSION CHANNEL AND INSTALL DIVERSIONS AS SHOWN ON EROSION AND SEDIMENT CONTROL PLANS.
8. SHEEP PAWS AREAS AS NECESSARY TO PREVENT VEHICLE TRACKING OF SEDIMENT OFF SITE

STOCKPILE PHASE (SEE SHEET E3)

9. ALL EROSION CONTROL MEASURES SHOWN ON THIS SHEET SHALL BE IN PLACE BEFORE MATERIAL IS STOCKPILED FROM PHASE I EXCAVATION ACTIVITIES.
10. INSTALL INLET PROTECTION ON ALL INLETS ADJACENT TO THE PROPOSED WALL REPAIR AS SHOWN ON THIS SHEET.
11. INSTALL SILT FENCE AS SHOWN ON THIS SHEET.
12. INSTALL OUTLET PROTECTION AS SHOWN ON THIS SHEET.
13. INSTALL STABILIZED CONSTRUCTION ENTRANCE AS SHOWN ON THIS SHEET.
14. COMMENCE WORK STOCKPILING ACTIVITIES FROM PHASE I EXCAVATION ACTIVITIES.
15. SHEEP PAWER AREAS AS NECESSARY TO PREVENT VEHICLE TRACKING OF SEDIMENT OFF SITE.

PHASE II (SEE SHEET E2)

16. CONNECT NEW CONTROL CONTROLS THROUGH CHANNELS.
17. PROVIDE SOIL REINFORCING AND INSTALL STRAW MATTE ENERGY 14 VERTICAL FEET ON FILL SLOPES
18. FINALIZE PAVEMENT SUBGRADE PREPARATION, CONNECT DEMOLITION/REMOVAL OF EXISTING RETAINING WALLS. PERFORM PERMANENT STABILIZATION OPERATIONS ON ALL LANDSCAPE AREAS IMMEDIATELY FOLLOWING FINAL GRADING OF THOSE AREAS.
19. CONSTRUCT ALL CURB AND GUTTER AS SHOWN ON THE PLANS
20. REMOVE INLET PROTECTION AROUND INLETS, AND ANNUALLY NO MORE THAN 48 HOURS PRIOR TO PLACING STABILIZED BASE COURSE. INLET PROTECTION IS TO REMAIN AT ALL INLETS UNTIL COMPREHENSIVE AREA ACHIEVES FINAL STABILIZATION AND/OR ALL PERMANENT RESILIENT SOURCES ARE ESTABLISHED.
21. COMPLETE OUTFIELD GRADING AND SEEDING AND PLANTING.
22. REMOVE SILT FENCE ONLY AFTER ALL PAVING IS COMPLETE AND EXPOSED SURFACES ARE STABILIZED

BORROW PHASE (SEE SHEET E4)

23. ALL EROSION CONTROL MEASURES SHOWN ON THIS SHEET SHALL BE IN PLACE PRIOR TO BORROW MATERIAL BEING EXCAVATED FROM THE STATE LAND AREA FOR THE PHASE I EXCAVATION ACTIVITIES
24. INSTALL OUTLET PROTECTION ON ALL INLETS ADJACENT TO THE PROPOSED WALL REPAIR AS SHOWN ON THIS SHEET.
25. INSTALL OUT MAINTAIN SILT FENCE AS SHOWN ON THIS SHEET.
26. INSTALL OUTLET PROTECTION AS SHOWN ON THIS SHEET.
27. INSTALL OUT MAINTAIN STABILIZED CONSTRUCTION ENTRANCE AS SHOWN ON THIS SHEET
28. COMMENCE WORK EXCAVATION ACTIVITIES FOR FILLING BORROW PHASE 2 ACTIVITIES
29. SHEEP PAWER AREAS AS NECESSARY TO PREVENT VEHICLE TRACKING OF SEDIMENT OFF SITE.

EROSION CONTROL NOTES:

1. EXISTING STORM WATER POLLUTION PREVENTION PLAN DATED MAY 2006 (REVISED AUGUST 2006) SHALL BE FOLLOWED FOR ALL RECORD KEEPING REQUIREMENTS AND MODIFIED AS DESCRIBED IN MODIFICATION MAINTAINING PROVIDED WITH PLANS FOR WALLS 1-5 SOIL BUTTRESS REPAIRS.

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	PROPERTY LINE		1500lb Block
	INLET PROTECTION		AS-BUILT CONTOUR
	SILT FENCE		

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602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

GRAPHIC SCALE

REVISIONS

DATE	DESCRIPTION

Thomas Graham CIVIL DESIGN GROUP

LOWE'S

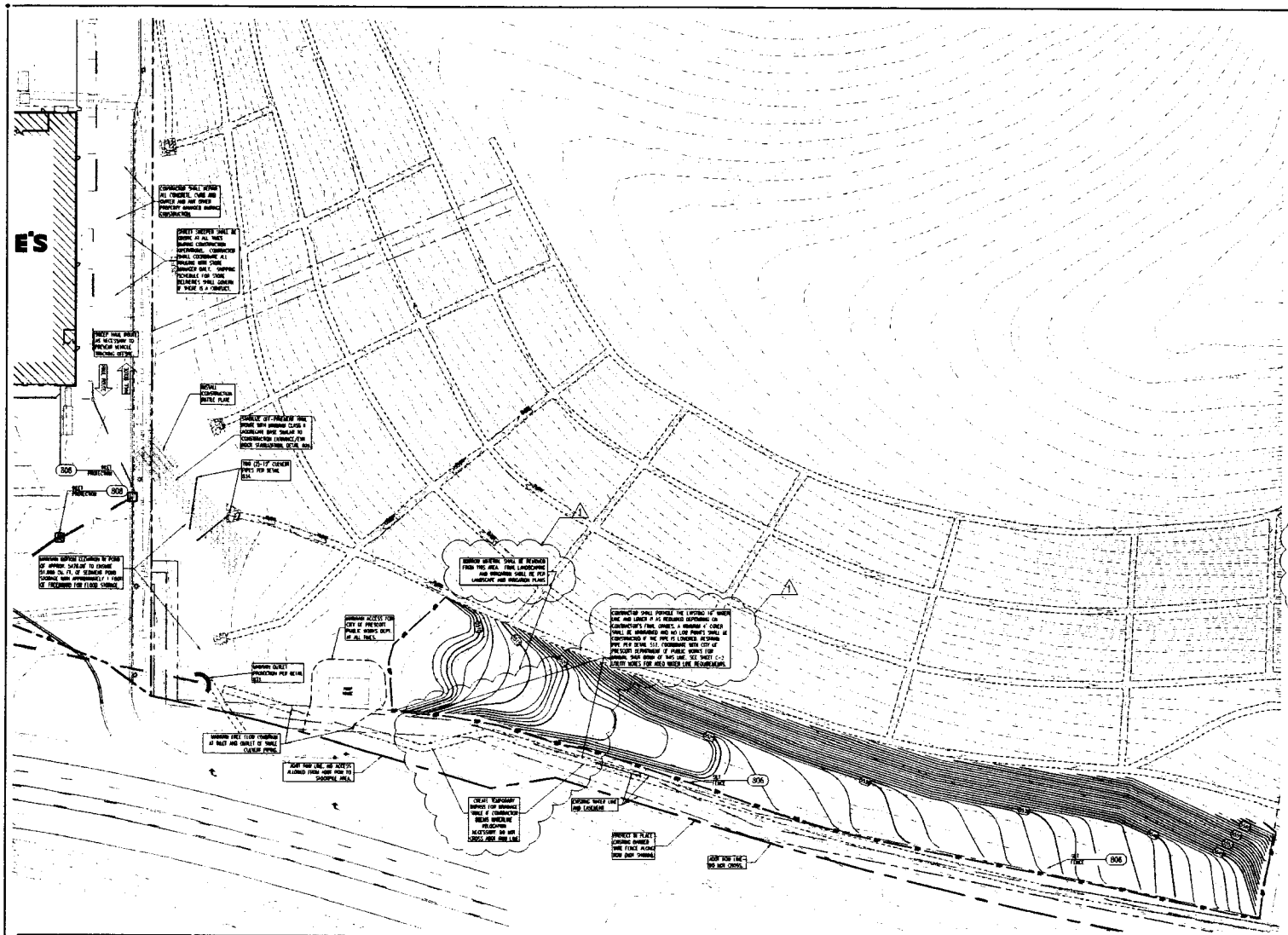
WALLS 1 - 5 SOIL BUTTRESS REPAIRS
EC - OFFSITE STOCKPILE PLAN

LOWE'S OF PRESCOTT
PRESCOTT, ARIZONA

DESIGN BY: DRAWN BY: CHECKED BY:

ORIGINAL ISSUE DATE: 05.27.09
REVISION 01 ISSUE DATE: 06.16.09
CONSTRUCTION 01 ISSUE DATE: 06.16.09

DRAWING NUMBER:
E-3



CONSTRUCTION SEQUENCE

PHASE I (SEE SHEET C1)

1. CONTRACT BLOCK 5.1 AS NATURAL/VEHICLE STAGING AREA
2. INSTALL INLET PROTECTION ON ALL INLETS ADJACENT TO THE PROPOSED WALL PLANE.
3. INSTALL INLET PROTECTION AS SHOWN ON PHASE I OF THE EROSION AND SEDIMENT CONTROL PLAN.
4. INSTALL SILT FENCE/SAND BAGS AS SHOWN ON PHASE I OF THE EROSION AND SEDIMENT CONTROL PLAN.
5. INSTALL CATCH BASIN INSERT FILTER ON EXISTING INLET AT BASE OF WALL AS SOON AS POSSIBLE AFTER INLET IS UNCOVERED.
6. COMMENCE DEMOLITION/REMOVAL OF EXISTING ASPHALT ROADWAY.
7. CONTINUE: INCEPTION CHANNEL AND INSTALL DOWNDRAINS AS SHOWN ON EROSION AND SEDIMENT CONTROL PLANS.
8. SWEEP PAVED AREAS AS NECESSARY TO PREVENT VEHICLE TRACKING OF SEDIMENT OFF SITE.

STOCKPILE PHASE (SEE SHEET C3)

9. ALL EROSION CONTROL MEASURES SHOWN ON THIS SHEET SHALL BE IN PLACE BEFORE MATERIAL IS STOCKPILED FROM PHASE I EXCAVATION ACTIVITIES
10. INSTALL INLET PROTECTION ON ALL INLETS ADJACENT TO THE PROPOSED WALL PLANE AS SHOWN ON THIS SHEET.
11. INSTALL SILT FENCE AS SHOWN ON THIS SHEET.
12. INSTALL OUTLET PROTECTION AS SHOWN ON THIS SHEET
13. INSTALL STABILIZED CONSTRUCTION ENTRANCE AS SHOWN ON THIS SHEET
14. COMMENCE WITH CONCURRENT ACTIVITIES FROM PHASE I EXCAVATION ACTIVITIES
15. SWEEP PAVED AREAS AS NECESSARY TO PREVENT VEHICLE TRACKING OF SEDIMENT OFF SITE.

PHASE II (SEE SHEET C2)

16. COMMENCE SITE GRADING; CONSTRUCT INCEPTION CHANNELS.
17. PROVIDE SOIL PROCESSING AND INSTALL STRAW MULCH EVERY 10 VERTICAL FEET ON FILL SLOPES.
18. FINALIZE PLACEMENT SUBGRADE PREPARATION. COMMENCE DEMOLITION/REMOVAL OF EXISTING RETAINING WALLS. PERFORM PERMANENT STABILIZATION OPERATIONS ON ALL LANDSCAPE AREAS IMMEDIATELY FOLLOWING FINAL GRADING OF THOSE AREAS.
19. CONSTRUCT ALL CURB AND GUTTER AS SHOWN ON THE PLANS
20. REMOVE INLET PROTECTION AROUND INLETS AND MANHOLES ON BOTH SIDES OF WALL PRIOR TO PLACING STABILIZED BASE COURSE. INLET PROTECTION IS TO REMAIN AT ALL INLETS UNTIL CONTRACTING AREA ACHIEVES FINAL STABILIZATION AND/OR ALL POTENTIAL POLLUTANT SOURCES ARE ELIMINATED.
21. CARRY OUT FINAL GRADING AND SEEDING AND PLANTING.
22. PLACE SILT FENCE ONLY AFTER ALL PAVING IS COMPLETE AND EXPOSED SURFACES ARE STABILIZED.

BORROW PHASE (SEE SHEET E4)

23. ALL EROSION CONTROL MEASURES SHOWN ON THIS SHEET SHALL BE IN PLACE PRIOR TO BORROW MATERIAL BEING EXCAVATED FROM THE STATE LAND AREA FOR THE PHASE 2 GRADING (FILLING) ACTIVITIES.
24. INSTALL ON MINIMUM INLET PROTECTION ON ALL INLETS ADJACENT TO THE PROPOSED WALL PLANE AS SHOWN ON THIS SHEET.
25. INSTALL ON MINIMUM SILT FENCE AS SHOWN ON THIS SHEET.
26. INSTALL ON MINIMUM OUTLET PROTECTION AS SHOWN ON THIS SHEET.
27. INSTALL ON MINIMUM STABILIZED CONSTRUCTION ENTRANCE AS SHOWN ON THIS SHEET.
28. COMMENCE WITH EXCAVATION ACTIVITIES FOR FILLING DURING PHASE 2 ACTIVITIES.
29. SWEEP PAVED AREAS AS NECESSARY TO PREVENT VEHICLE TRACKING OF SEDIMENT OFF SITE

EROSION CONTROL NOTES:

1. EROSION SHOWN WATER POLLUTION PREVENTION PLAN DATED MAY 2006 (REVISED AUGUST 2006) SHALL BE ENFORCED FOR ALL RECORD KEEPING REQUIREMENTS AND REPORTED AS DETERMINED BY INSPECTION MAINTENANCE PROVIDED BMP PLANS FOR WALLS 1-5 SOIL BUTTRESS REPAIRS.

GENERAL CIVIL NOTES:

1. FINAL GRADING OF ALL NEW CUT SLOPES SHALL CONFORM TO TABLE 6.2.7 OF THE CITY OF PRESCOTT LAND DEVELOPMENT CODE (NOV. 25, 2008) TO CREATE A MORE NATURAL LANDSCAPE APPEARANCE WITH ROUNDED TOE AND TOP OF SLOPE PER REQUIRED OF THE CITY OF PRESCOTT.
2. ALL EXISTING CONCRETE/SHOTCRETE DOWNDRAINS AND TERRACE DRAINS ON SAME LAND AND LOWE'S PROPERTY SHALL BE COLOR STAINED TO MATCH EXISTING TAN COLOR. SEALERS ARE NOT PERMITTED. DOWNDRAINS AND TERRACE DRAINS SHALL BE CLEANED AND FREE OF DEBRIS AND SEDIMENTS PER MAINTENANCE'S RECOMMENDATIONS. A MINIMUM OF 5 OF CONCRETE DOWNDRAINS/TERRACE SHALL BE STAINED AND THE COLOR APPROVED BY LOWE'S AND BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO STAINING ALL DOWNDRAINS AND TERRACE.

NOTICE TO CONTRACTORS

UNDERGROUND UNDERGROUND UNDER FROM A UNDERGROUND SURVEY PERFORMED BY THE CITY OF PRESCOTT. THE PRESCOTT DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION. THE CONTRACTORS SHALL BE RESPONSIBLE FOR CONFIRMING THE LOCATION (HORIZONTAL/VERTICAL) OF ANY BURIED CABLES, CONDUITS, PIPES, AND STRUCTURES OTHER THAN SANITARY SEWER, WATER, GAS, TELEVISION, TELEPHONE, ETC.) WHICH IMPACT THE CONSTRUCTION SITE. THE CONTRACTORS SHALL REPORT THE NUMBER & ANY DISCREPANCIES ARE FOUND BETWEEN THE ACTUAL UNDERGROUND FEATURE THE DATA PLACEMENT IN THE CONSTRUCTION PLANS. ANY COSTS INCURRED AS THE RESULT OF NOT CONFIRMING THE ATTRIBUTE (HORIZONTAL/VERTICAL) OF THE CABLES, CONDUITS, PIPES, AND STRUCTURES SHALL BE BORNE BY THE CONTRACTOR.

NOTICE TO CONTRACTORS

ALL DIMENSIONS REGARDING THE CONTRACTOR, PROFESSIONALS OF ALL RELEVANT DISCIPLINES SHALL BE VERIFIED BY THE CONTRACTOR PROFESSIONAL CONSTRUCTION PLANS MUST DIRECT THEIR CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION. THE CONSULTING ARCHITECT AND/OR CONSULTING ENGINEER SHALL NOT BE CONSULTED BY THE CONTRACTOR, SUBCONTRACTOR, OR SUPPLIER WITHOUT DIRECT PRIOR AUTHORIZATION FROM LOWE'S.

NOTICE TO CONTRACTORS

ATTENTION IS BROUGHT TO THE FACT THAT ALTHOUGH THE CONTRACT DOCUMENTS OF THE PLAN SCALE HORIZONTALLY AND / OR VERTICALLY THE CONTRACTOR SHALL BE AT PERIL FOR CONFIRMING THE DIMENSIONS OF ALL WORK PRIOR TO THE PRIOR TO THE COMMENCEMENT OF ANY WORK. THE CONTRACTOR SHALL BE THE SOLE BODY THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY VARIANCE OF DIMENSIONS SCALED FROM CONTRACTED PLANS.

1 INCH

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	PROPERTY LINE		STORM DRAIN
	INLET PROTECTION		AS-BUILT CONTOUR
	SILT FENCE		

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft

REVISIONS

DATE	DESCRIPTION
4.28.09	PRELIM BID-SET REVISION #1

ROBERT JOHN P. JOSSEY

Thomas Graham CIVIL DESIGN GROUP

LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
EC - OFFSITE BORROW PLAN

LOWE'S OF PRESCOTT
PRESCOTT, ARIZONA

PROJECT No. CDG-215 | DRAWN BY: SAM | CHECKED BY: PJ

DRAWING FILENAME: 09.27.09
PERMIT SET FILENAME: 09.10.09
CONSTRUCTION SET FILENAME: 09.10.09

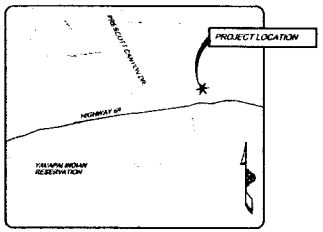
DRAWING NUMBER
E-4

LANDSCAPE PLANS FOR WALLS 1 - 5 SOIL BUTTRESS REPAIRS

LOWE'S HOME IMPROVEMENT WAREHOUSE

PRESCOTT, ARIZONA

VINCINITY MAP



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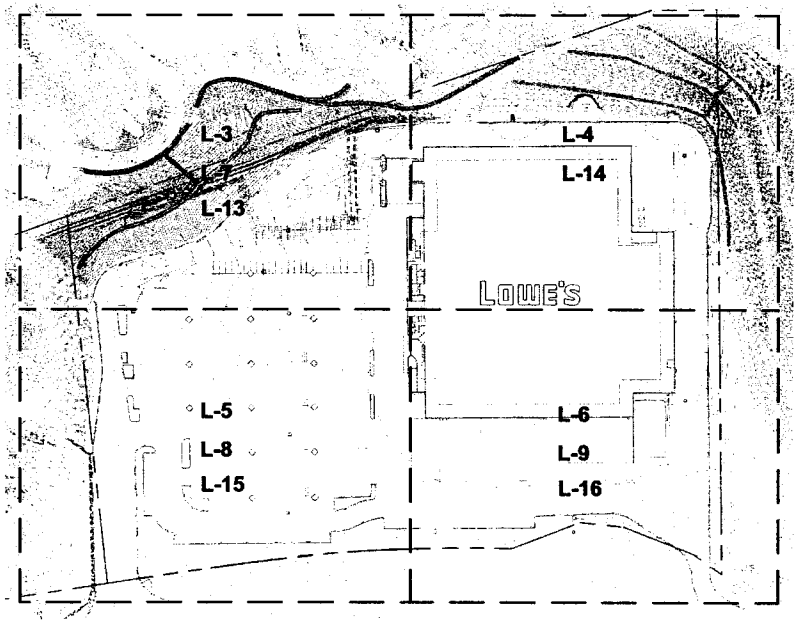


SITE MAP

SHEET INDEX

SHEET INDEX	
SHEET NO.	SHEET TITLE
L-1	TITLE SHEET
L-2	IRRIGATION PLAN (INDEX)
L-3	IRRIGATION PLAN
L-4	IRRIGATION PLAN
L-5	IRRIGATION PLAN
L-6	IRRIGATION PLAN
L-7	IRRIGATION PLAN (DRIP TREE RINGS)
L-8	IRRIGATION PLAN (DRIP TREE RINGS)
L-9	IRRIGATION PLAN (DRIP TREE RINGS)
L-10	IRRIGATION DETAILS
L-11	IRRIGATION DETAILS & NOTES
L-12	PLANTING PLAN (INDEX)
L-13	PLANTING PLAN
L-14	PLANTING PLAN
L-15	PLANTING PLAN
L-16	PLANTING PLAN
L-17	PLANTING DETAILS
L-18	PLANTING NOTES & SPECIFICATIONS

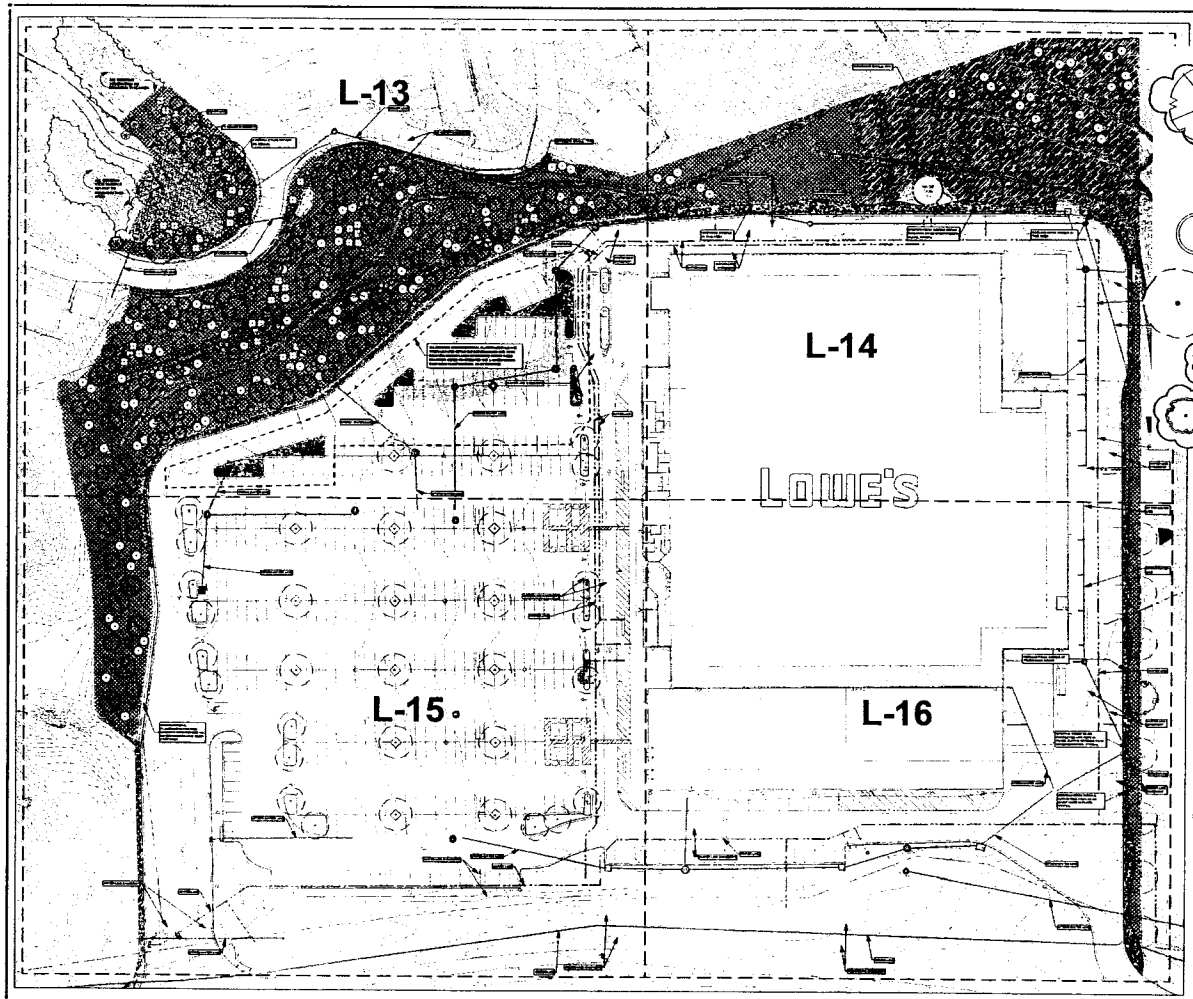
REVISIONS

DATE	DESCRIPTION

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
TITLE SHEET

LOWES OF
PRESCOTT
PRESCOTT, ARIZONA

ORIGINAL ISSUE DATE: 3/27/09
PERMIT SET ISSUE DATE:
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER:
L-1



PLANTING PLAN (INDEX)

I, JEFFREY SMITH, REGISTARED ARIZONA LANDSCAPE ARCHITECT CERTIFY THAT ALL SPECIFIED PLANT SPECIES CONTAINED IN THESE DESIGN DOCUMENTS ARE NATIVE TO THE PRESCOTT, AZ AREA AND ARE TOLERANT TO THE ASSOCIATED CLIMATE ZONES LOCAL TO THE SITE.

NOTE:

1. FILTREXX® COMPOST EROSION CONTROL BLANKET (2" MULCH) W/ FILTREXX LOCKDOWN NETTING. INSTALL PER THE MANUFACTURER'S SPECIFICATIONS. INSTALL HYDROSEED MIX IN CONJUNCTION WITH THE BLANKET PER HYDROSEED SPECIFICATIONS. (ADDITION 1)
2. ALL EXISTING SHRUB/PERENNIAL PLANT MATERIALS LOCATED WITHIN THE DEMOLITION AREAS SHALL BE SALAVAGED AND RE-PLANTED AT AN ALTERNATE LOCATION WITHIN THE SITE AS DIRECTED BY THE LOWE'S CONSTRUCTION PROJECT MANAGER.
3. SOME PORTION OF THE SALVAGED AUSTRIAN PINES FROM THE STATE LANDS SITE MAY BE PLANTED WITHIN THE LIMITS OF THE NORTHERLY FACING PORTION OF SOIL BUTTRESS SLOPE PROFILE AS DIRECTED BY THE LOWE'S CONSTRUCTION MANAGER. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUPPLYING ADDITIONAL DEEP WATERING DRIP RINGS TO ALL OF THESE TREES AND TYING THESE IN TO THE NEAREST CIRCUIT LATERAL SUPPLY LINE. THERE SHOULD BE NO MORE THAN 10' OF ELEVATION CHANGE BETWEEN THE LOWEST AND THE HIGHEST POSITIONED DRIP RING ON ANY ONE PARTICULAR CIRCUIT, NOR SHOULD THE MAXIMUM GPM FOR ANY ONE CIRCUIT BE EXCEEDED BASED UPON THE SIZE OF THE CONTROL VALVE AND THE FLOW LIMITATIONS OF THE LATERAL LINES CURRENTLY IN PLACE. (ADDITION 2)

LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	QUANTITY	SIZE	REMARKS
	TREES				
	Celtis laevigata var. Reticulata	Net Leaf Hackberry	21 (TREE ADDITION 2)	24" Box	Standard Trunk Min. Height 8'-9'
	Populus deltoides (TREE CHANGE 1)	Cottonless Cottonwood	6 (TREE REDUCTION 2)	24" Box	Standard Trunk Min. Height 10'-12'
	Pinus edulis	Pinon Pine	7 (TREE REDUCTION 2)	5' Min. Height with Min. 1 1/2" Caliper	
	Juniperus deppeana pachyphloea	Alligator Juniper	40 (TREE ADDITION 1)	5' Min. Height with Min. 1 1/2" Caliper	
	Existing Trees to Remain within general parking lot area		–		
	Pinus nigra	Austrian Pine	1	5' Min. Height	TREE ADDITION 1
	Cupressus arizonica	Arizona Cypress	74	6' Min. Height	TREE ADDITION 2
	SHRUBS				
	Rhus trilobata	Three Leaf Sumac	50	5 Gal.	
RA	*Ribes aureum*	Golden Current	8	5 Gal.	
	Cornus stolonifera	Red Twig Dogwood	6	5 Gal.	
	Purshia mexicana	Cliffrose	50	1 Gal.	
	Fallugia paradoxa	Apache Plume	75	1 Gal.	PLANT ADDITION 2
	Chrysothamnus viscidiflorus	Green Rabbitbrush	234	1 Gal.	
	Amelanchier utahensis	Utah Serviceberry	110	5 Gal.	
	Arctostaphylos patula	Green Leaf Manzanita	10	1 Gal.	
	Juniperus sabina 'Tamariscifolia'	Tam Juniper	80	1 Gal.	
C	*Rhamnus californicus*	California Buckthorn	9	1 Gal.	
	PERENNIALS				
	Penstemon nudiflorus	Penstemon	43	1 Gal.	
	Penstemon barnesiae	Penstemon	121	1 Gal.	
	Potentilla hippiana	Cinquefoil	12	1 Gal.	
	GRASSES				
	Stipa tenuissima	Mexican Feather Grass	126	1 Gal.	
	GROUND COVERS				
	Native Grass- Hydroseed Mix	See Hydroseed Mix Pallet	–		Avail. thru Granite Seed ph. 801-768-4422
	Filtrexx® Compost Erosion Control Blanket w/ Hydroseed Mix	See Note this Sheet			
	Rock Cobble (Proposed) (ADDITION 1)				
	Rock Cobble (Existing)				Maintain in Place
	Landscape Boulders				Sizes to be as scaled off drawings

HYDROSEED MIX PALLETE

BOTANICAL NAME	COMMON NAME	PLS#'s/ACRE
Agropyron smithii	Western Wheatgrass	2
Agropyron dasystachyum	Thickspike Wheatgrass	1
Agropyron trachycaulum	Slender Wheatgrass	2
Bromus marginatus	Mountain Brome	3
Festuca arizonica	Arizona Fescue	1.5
Sitanion hystrix	Bottlebrush Squirreltail	0.5
Koeleria cristata	Prairie Junegrass	0.5
Bouteloua gracilis	Blue Grama	0.5
Bouteloua curtipendula	Sideoats Grama	1
Sphaeralcea munroana	Munro Globemallow	1
Linum lewisii	Blue Flax	1
Lupinus perennis	Perennial lupine	2
Geraloides lanata	Winterfat	1
Chrysothamnus nauseous	Rubber Rabbitbrush	1
Eschscholzia californica	California Poppy	2
Cercocarpus montanus	Birch-leaf Mountain Mahogany	1
Fallugia paradoxa	Apache plume	1
Purshia mexicana	Cliffrose	1
		TOTAL= 23

(ADDITION 2)

REVISIONS

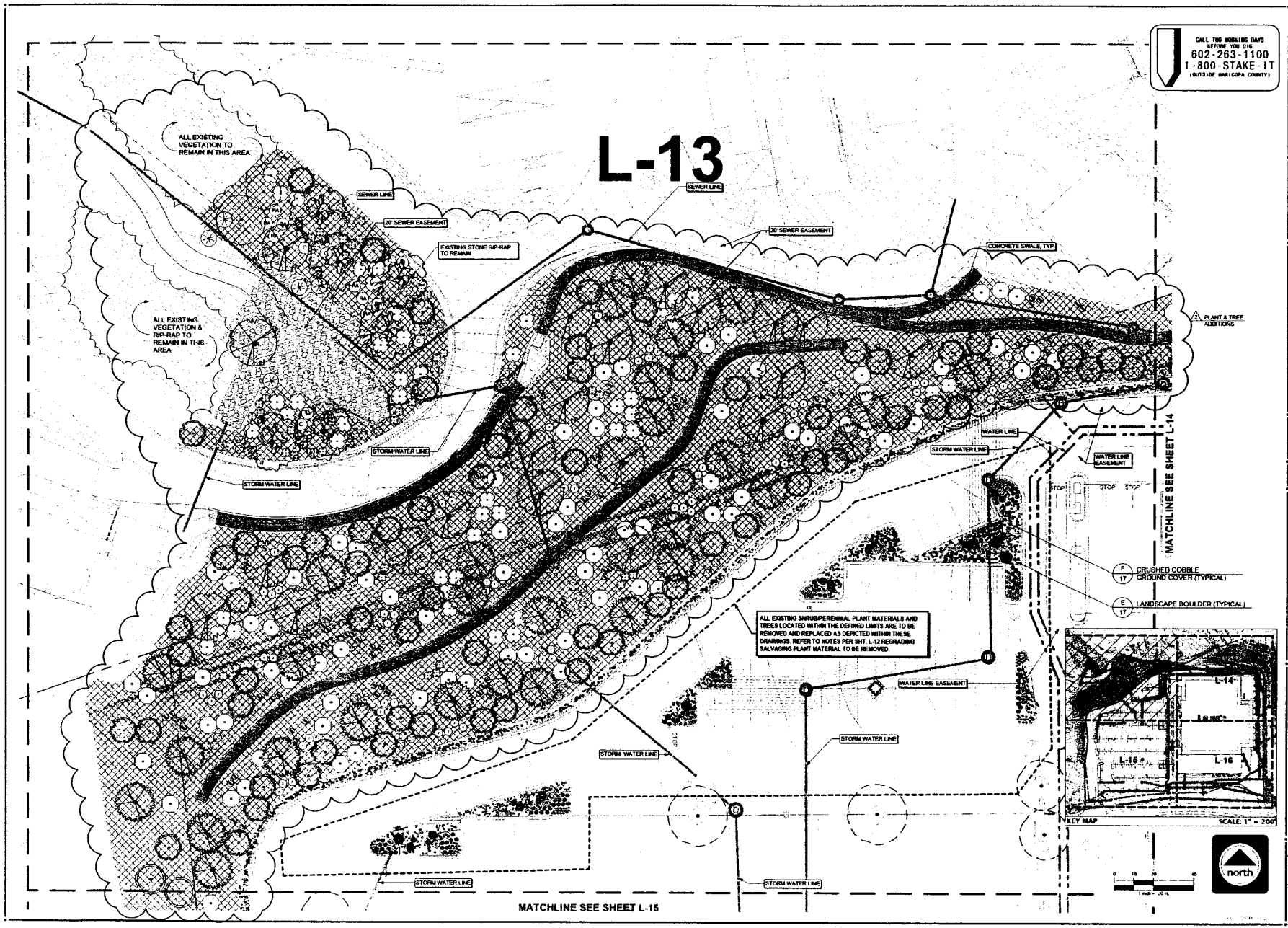
DATE	DESCRIPTION
4/20/09	PLANTING/WRG
5/14/09	PLANTING/WRG

JEFFREY S. SMITH — Expires 12/31/2011

LOWE'S HIS, INC.
1635 FARADAY AVE., SUITE 140
CARLSBAD, CA 92008
760.804.5300 (V) 760.918.0112 (F)

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
PLANTING PLAN (INDEX)
LOWES OF PRESCOTT
PRESCOTT, ARIZONA
PROJECT No. 08-618 DRAWN BY: MP CHECKED BY: JS

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 5/15/09
DRAWING NUMBER
L-12



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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

REVISIONS

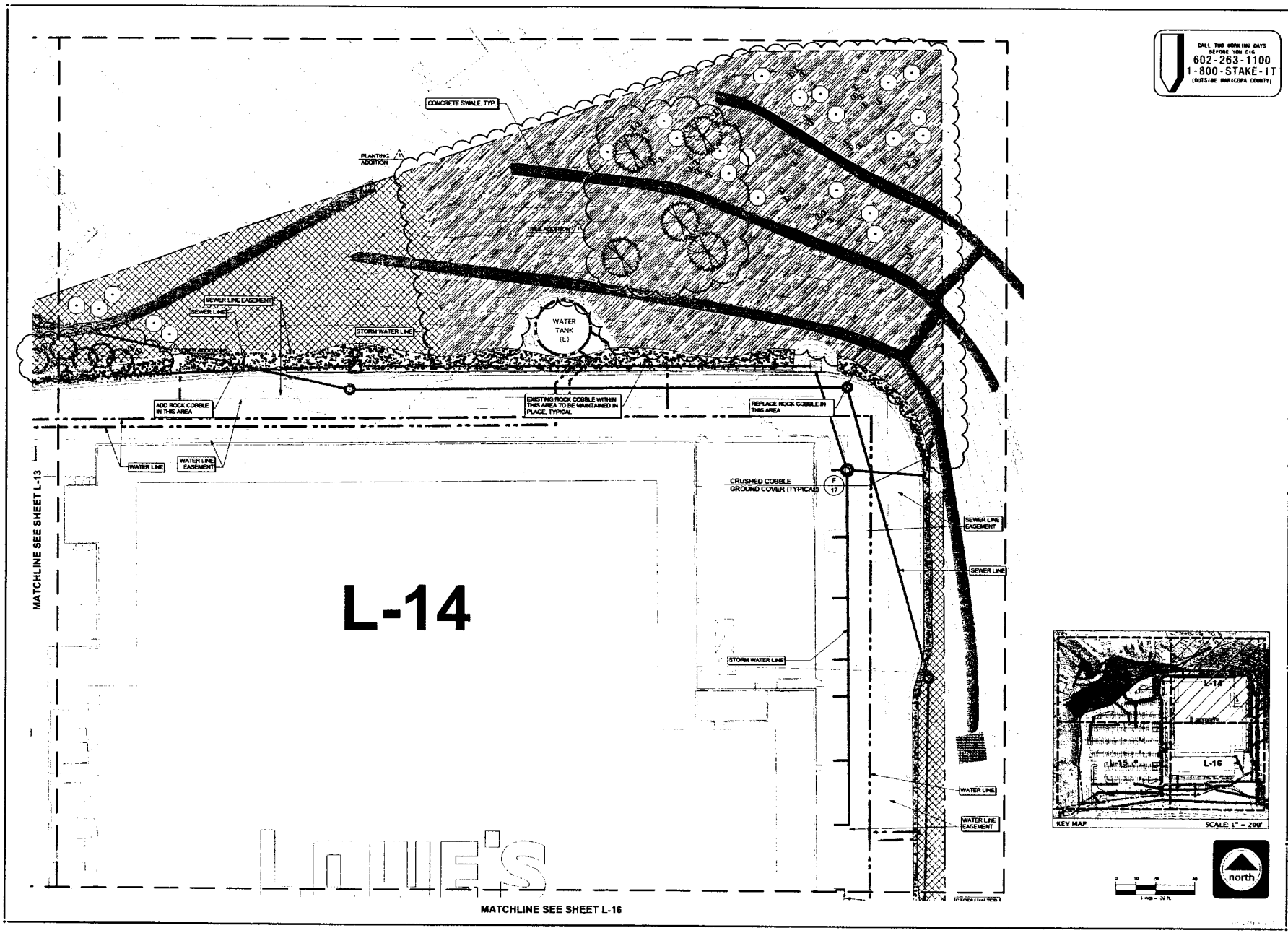
DATE	DESCRIPTION
4/20/09	PLANTING/IRRIG
5/14/09	PLANTING/IRRIG

LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
PLANTING PLAN
LOWES OF PRESCOTT
PRESCOTT, ARIZONA

PROJECT No 05419 | DRAWN BY: MP | CHECKED BY: JS

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER
L-13



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602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

REVISIONS

DATE		DESCRIPTION
4/20/09	1	PLANTING/IRRIG
5/14/09	2	PLANTING/IRRIG

LOWE'S

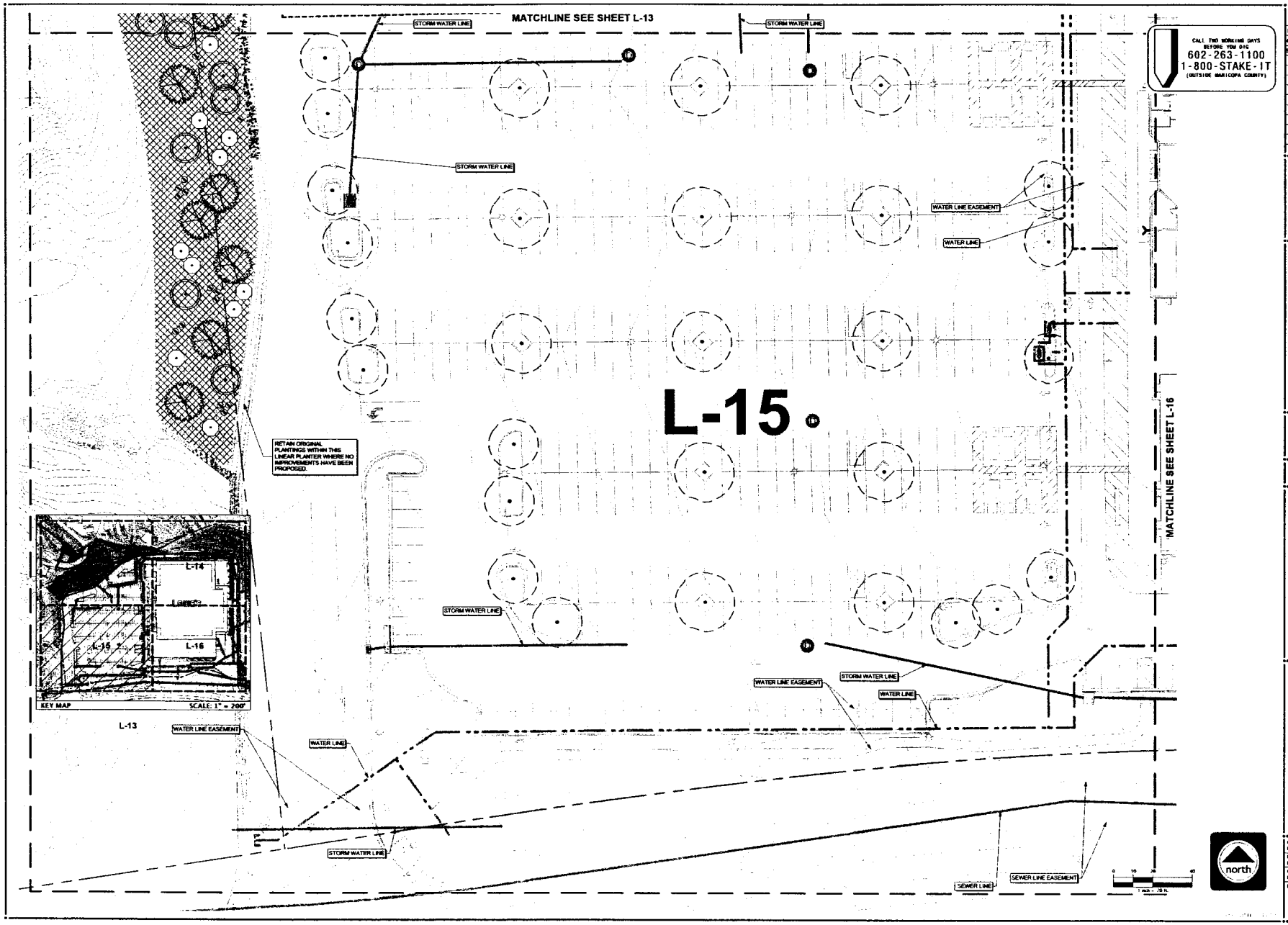
WALLS 1 - 5 SOIL BUTTRESS REPAIRS

PLANTING PLAN

LOWES OF PRESCOTT
PRESCOTT, ARIZONA

PROJECT No. 08-016 | DRAWN BY: MP | CHECKED BY: JS

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER
L-14



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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

REVISIONS

DATE	DESCRIPTION
4/20/09	PLANTING/IRRIG
5/14/09	PLANTING/IRRIG

LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS

PLANTING PLAN

LOWES OF PRESCOTT
PRESCOTT, ARIZONA

PROJECT No. 08-016 DRAWN BY: MP CHECKED BY: JS

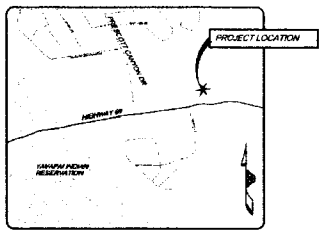
ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER
L-15

LANDSCAPE PLANS FOR WALLS 1 - 5 SOIL BUTTRESS REPAIRS

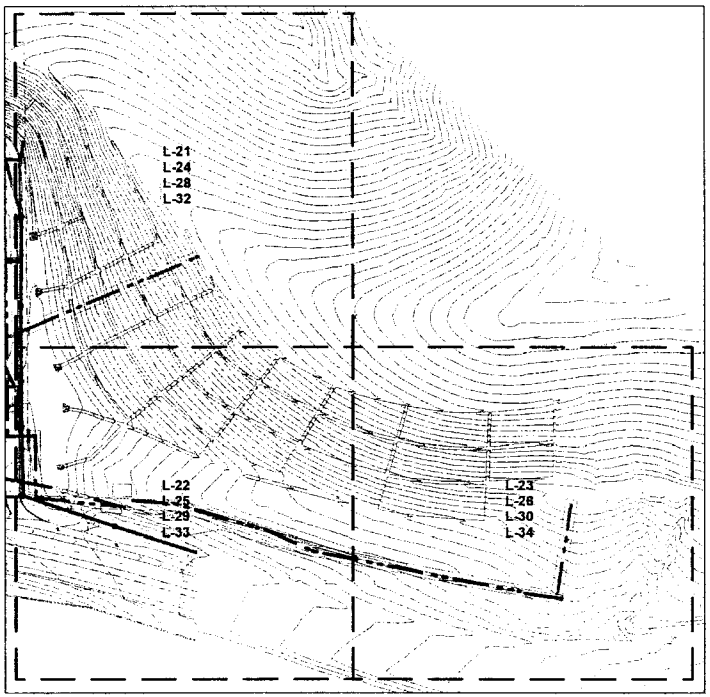
ARIZONA STATE LAND

PRESCOTT, ARIZONA

VICINITY MAP



GENERAL NOTES



SITE MAP

SHEET INDEX

SHEET INDEX

SHEET NO.	SHEET TITLE
L-19	TITLE SHEET
L-20	IRRIGATION PLAN (INDEX)
L-21	IRRIGATION PLAN
L-22	IRRIGATION PLAN
L-23	IRRIGATION PLAN
L-24	DRIP IRRIGATION PLAN
L-25	DRIP IRRIGATION PLAN
L-26	DRIP IRRIGATION PLAN
L-27	PLANTING PLAN (INDEX)
L-28	PLANTING PLAN
L-29	PLANTING PLAN
L-30	PLANTING PLAN
L-31	STATE LAND TREE REPLACEMENT (INDEX)
L-32	STATE LAND TREE REPLACEMENT PLAN
L-33	STATE LAND TREE REPLACEMENT PLAN
L-34	STATE LAND TREE REPLACEMENT PLAN

SHT. ADDITIONS 1

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(OUTSIDE MARICOPA COUNTY)

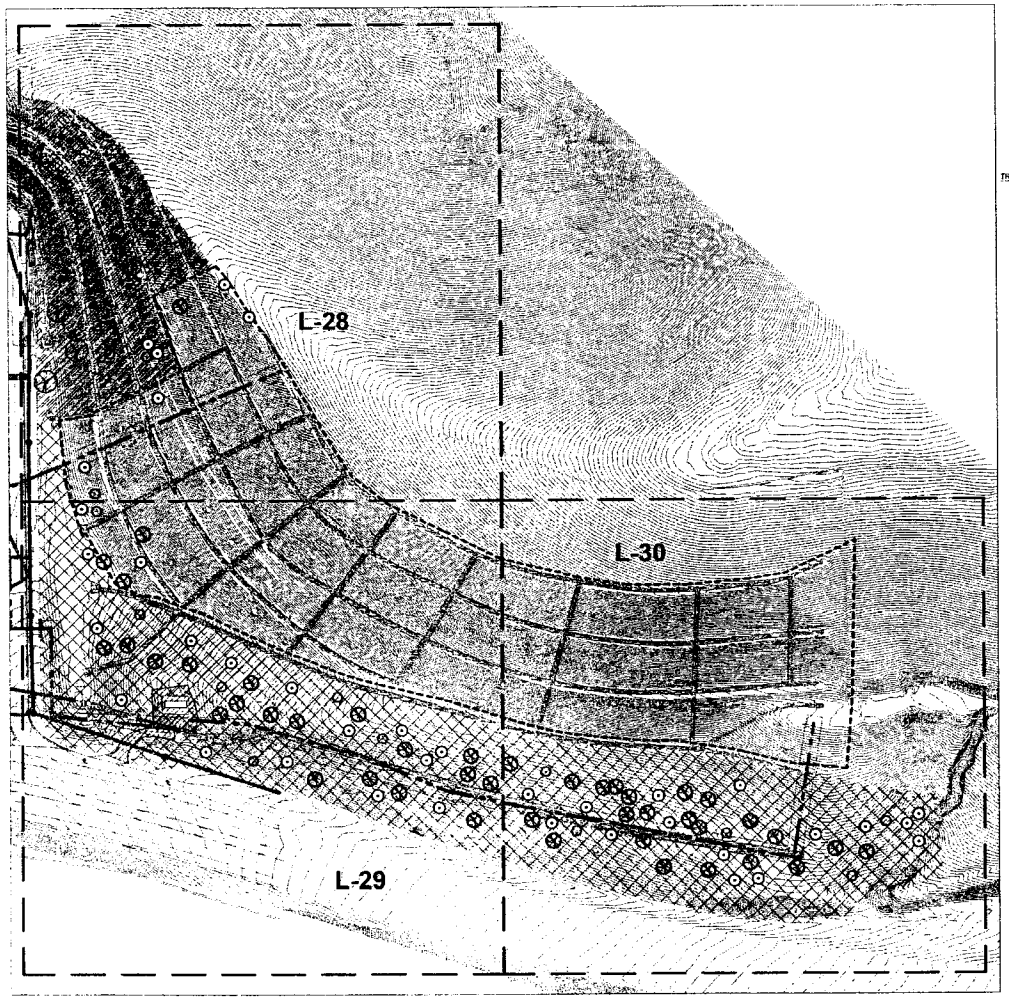
REVISIONS

DATE	DESCRIPTION
4/20/09	PLANTING
5/14/09	PLANTING

LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
TITLE SHEET
ARIZONA STATE LAND
PRESCOTT, ARIZONA
PROJECT No. 05-016 | DRAWN BY: CM | CHECKED BY: JS

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER
L-19



PLANTING PLAN INDEX

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	CONTAINER SIZE
	TREES			
	Juniperus deppeana pachyphlaea	Alligator Juniper	46	5' High Min.
	Pinus edulis	Pinon Pine	37	5' High Min. △2 TREE REDUCTION
	Celtis laevigata var. Reticulata	Net Leaf Hackberry	3	Standard trunk Min. Height 8'-9'
	Cupressus arizonica	Arizona Cypress	15	5' High Min. △2 TREE ADDITION
	SHRUBS AND PERENNIALS			
	Amelanchier utahensis	Utah Service Berry	27	5 Gal.
	Chrysothamnus viscidiflorus	Green Rabbitbrush	87	1 Gal.
	GROUND COVERS			
	REVEGETATION-HYDROSEED MIX	SEE HYDROSEED MIX PALLET		Avail. thru Granite Seed ph. 801-768-4422
	FILTREXX® COMPOST EROSION CONTROL BLANKET	SEE NOTE THIS SHEET		

TREE ADDITION △1

ADDITION △1

HYDROSEED MIX PALLETE

BOTANICAL NAME	COMMON NAME	PLS#'s/ACRE
Agropyron smithii	Western Wheatgrass	2
Agropyron dasystachyum	Thickspike Wheatgrass	1
Agropyron trachycaulum	Slender Wheatgrass	2
Bromus marginatus	Mountain Brome	3
Festuca arizonica	Arizona Fescue	1.5
Sitanion hystrix	Bottlebrush Squirreltail	0.5
Koeleria cristata	Prairie Junegrass	0.5
Bouteloua gracilis	Blue Grama	0.5
Bouteloua curtipendula	Sideoats Grama	1
Sphaeralcea munroana	Munro Globemallow	1
Linum lewisii	Blue Flax	1
Lupinus perennis	Perennial lupine	2
Ceratoides lanata	Winterfat	1
Chrysothamnus nauseosus	Rubber Rabbitbrush	1
Eschscholzia californica	California Poppy	2
Cercocarpus montanus	Birchleaf Mountain Mahoganny	1
Fallugia paradoxa	Apache Plume	1
Purshia mexicana	Cliffrose	1
		TOTAL- 23

ADDITION △2

ADDITION △1

NOTE:

1. FILTREXX® COMPOST EROSION CONTROL BLANKET (2" MULCH) W/ FILTREXX LOCKDOWN NETTING. INSTALL PER THE MANUFACTURER'S SPECIFICATIONS. INSTALL HYDROSEED MIX IN CONJUNCTION WITH THE BLANKET PER HYDROSEED SPECIFICATIONS.
2. ALL EXISTING SHRUB/PERENNIAL PLANT MATERIALS LOCATED WITHIN THE DEMOLITION AREAS SHALL BE SALAVAGED AND RE-PLANTED AT AN ALTERNATE LOCATION WITHIN THE SITE AS DIRECTED BY THE LOWE'S CONSTRUCTION PROJECT MANAGER.
3. SEE SHEETS L36-34 FOR UPPER STATE LAND PLANTING.

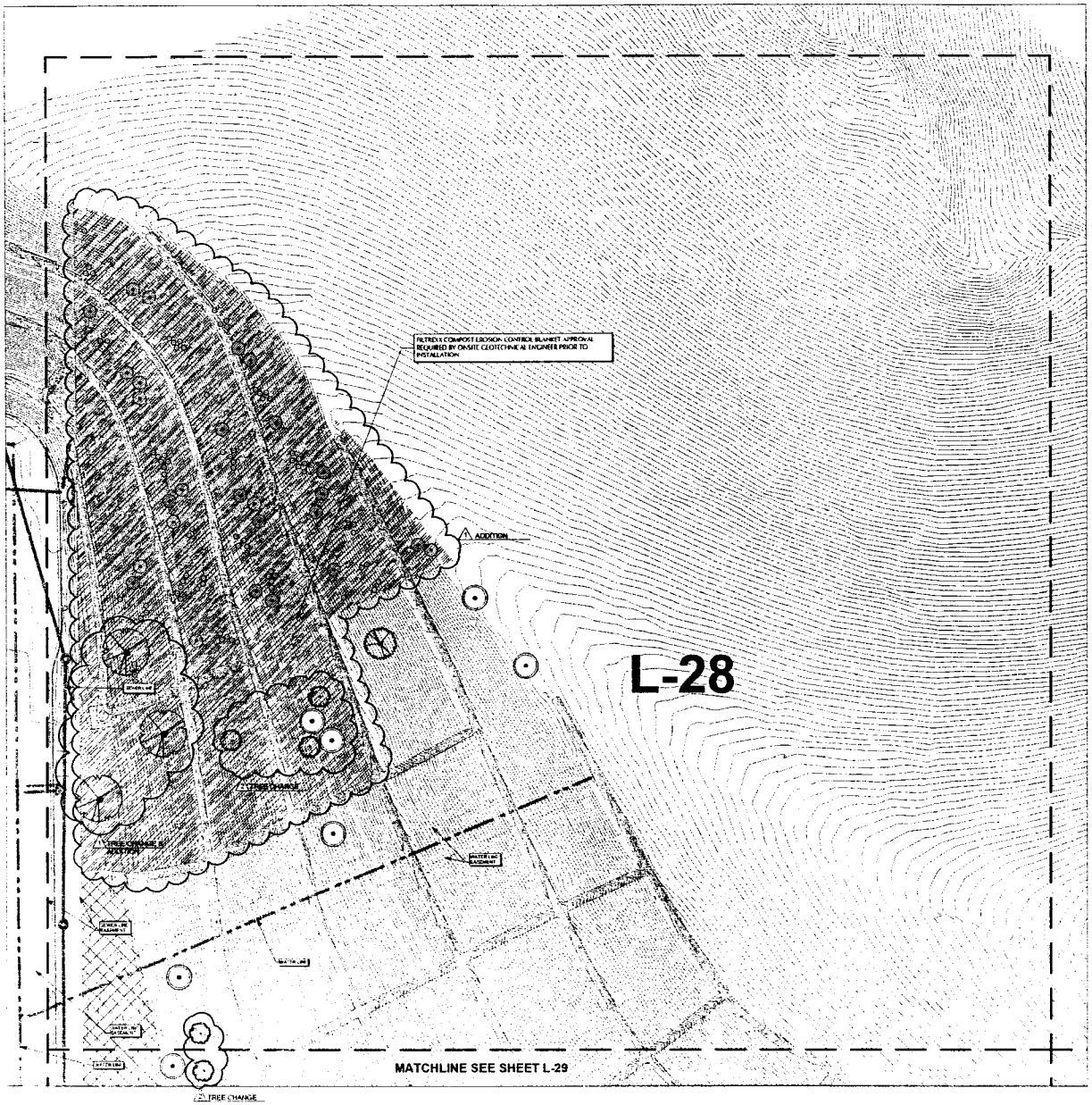
I, JEFFERY SMITH, REGISTARED ARIZONA LANDSCAPE ARCHITECT CERTIFY THAT ALL SPECIFIED PLANT SPECIES CONTAINED IN THESE DESIGN DOCUMENTS ARE NATIVE TO THE PRESCOTT, AZ AREA AND AREA TOLERANT TO THE ASSOCIATED CLIMATE ZONES FOR THE PRESCOTT AREA.

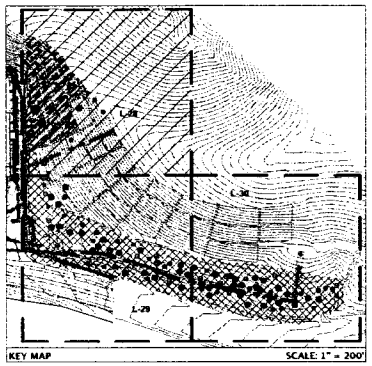
REVISIONS

DATE	DESCRIPTION
4/09/09 △1	PLANTING
5/14/09 △2	PLANTING

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
PLANTING PLAN (INDEX)
ARIZONA STATE LAND
PRESCOTT, ARIZONA
PROJECT No. 08-018 | DRAWN BY: CM | CHECKED BY: JS

ISSUE DATE 3/27/09
PERMIT SET
ISSUE DATE 6/15/09
CONSTRUCTION SET
ISSUE DATE 6/15/09
DRAWING NUMBER
L-27





* SEE SHEET L-27 FOR LEGEND
* SEE SHEET L-17 & L-18 FOR DETAILS & NOTES

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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

0 15 30 60
1 inch = 30 ft.

north

REVISIONS

DATE	DESCRIPTION
4/20/09	1 PLANTING
5/14/09	2 PLANTING

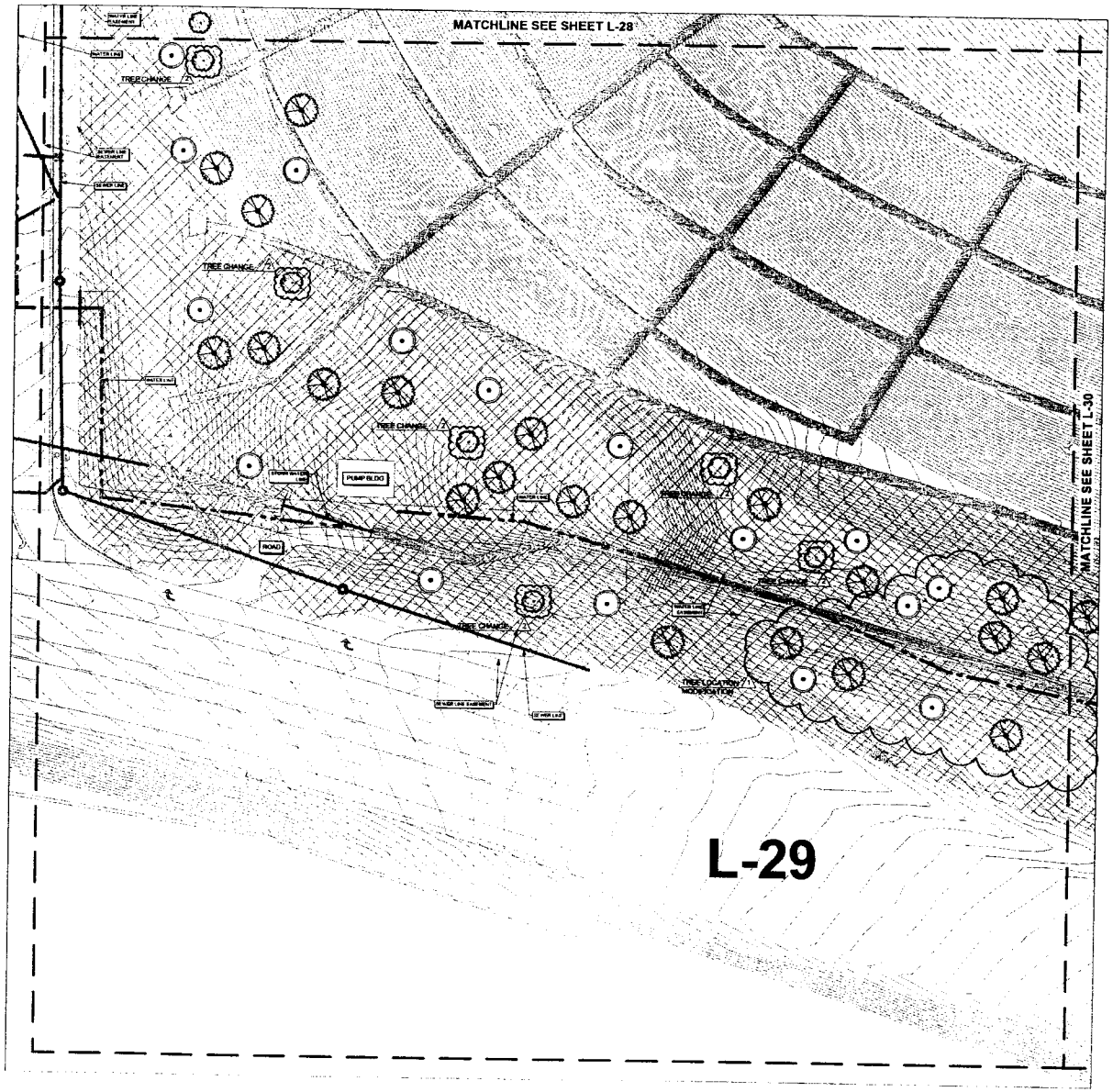
LOWE'S

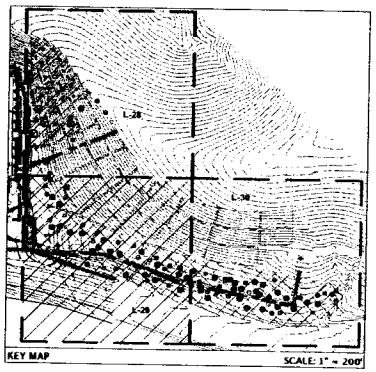
WALLS 1 - 5 SOIL BUTTRESS REPAIRS
PLANTING PLAN

ARIZONA STATE LAND
PRESCOTT, ARIZONA

PROJECT No. 05-019 DRAWN BY: CM CHECKED BY: S

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER
L-28





* SEE SHEET L-27 FOR LEGEND
* SEE SHEET L-17 & L-18 FOR DETAILS & NOTES

CALL TWO WORKING DAYS BEFORE YOU DIG
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(OUTSIDE MARICOPA COUNTY)

0 15 30 60
1 inch = 30 ft

north

REVISIONS

DATE	DESCRIPTION
4/20/09	PLANTING
5/14/09	PLANTING

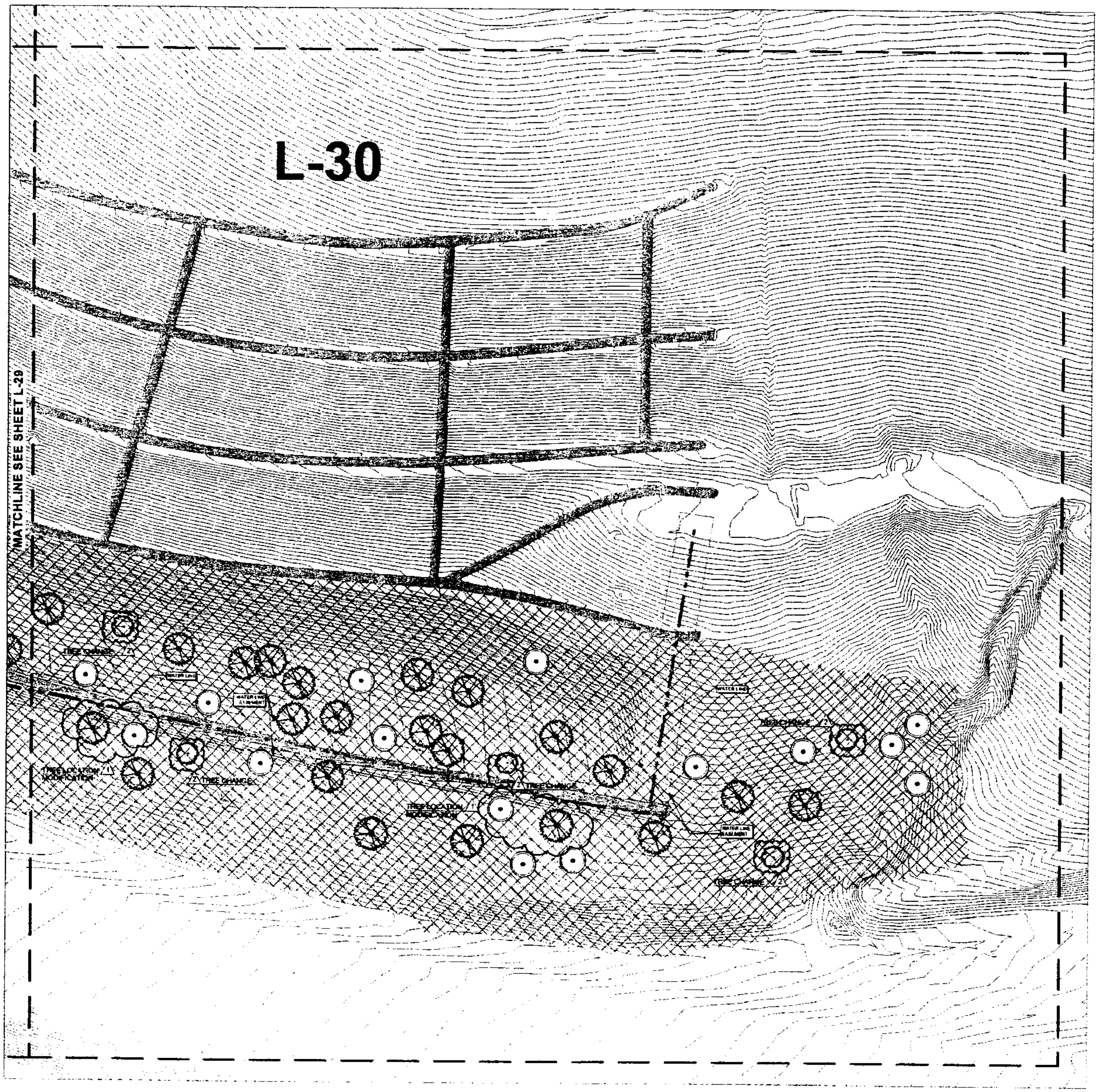
LOWE'S

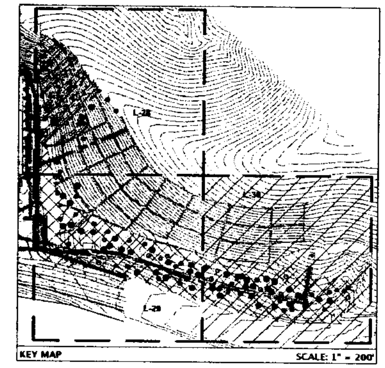
WALLS 1 - 5 SOIL BUTTRESS REPAIRS
PLANTING PLAN

ARIZONA STATE LAND
PRESCOTT, ARIZONA

PROJECT No. 05-018 | DRAWN BY: CM | CHECKED BY: JS

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER
L-29





KEY MAP SCALE: 1" = 200'

* SEE SHEET L-27 FOR LEGEND
* SEE SHEET L-17 & L-18 FOR DETAILS & NOTES

CALL TWO WORKING DAYS BEFORE YOU DIG
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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

0 15 30 60
1 inch = 30 ft.

north

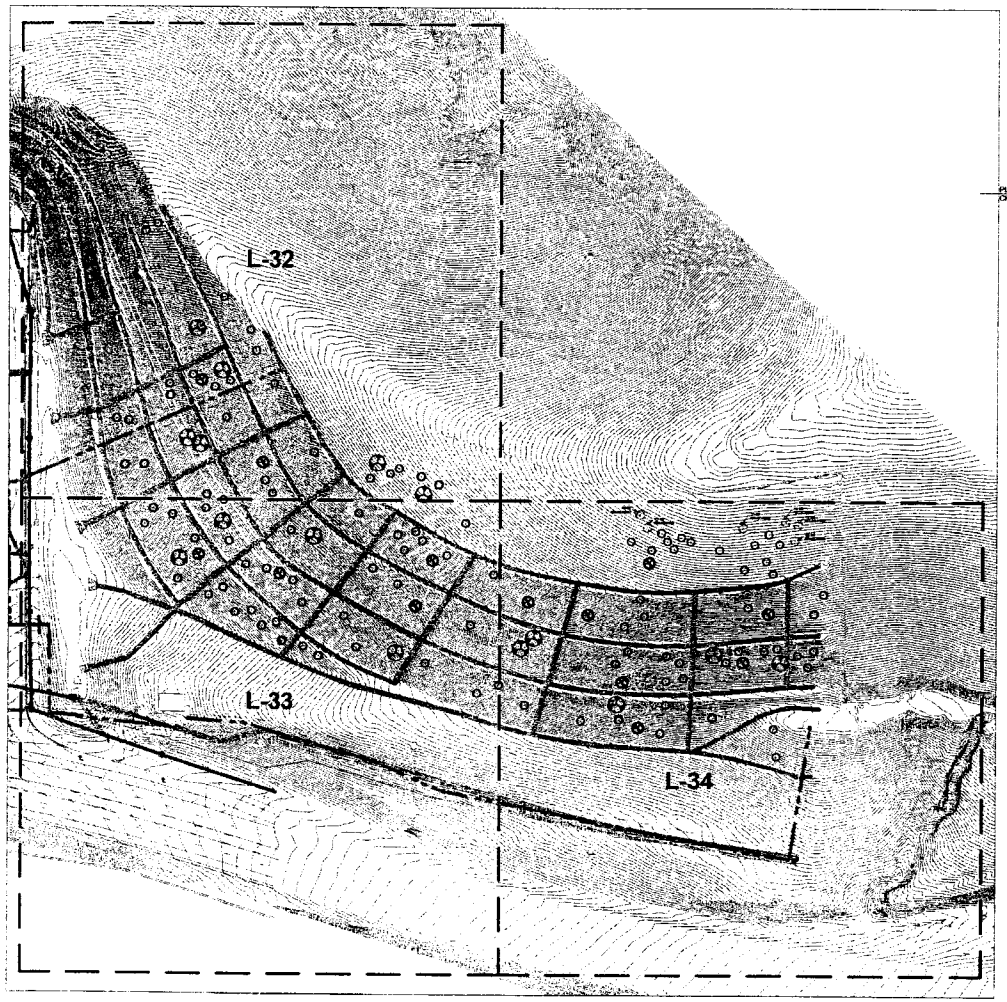
REVISIONS

DATE	DESCRIPTION
4/20/09 1	PLANTING
6/14/09 2	PLANTING

LOWE'S

WALLS 1 - 5 SOIL BUTTRESS REPAIRS
PLANTING PLAN
ARIZONA STATE LAND
PRESCOTT, ARIZONA

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER
L-30



PLANTING PLAN INDEX

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	CONTAINER SIZE	REMARKS
	TREES				
	Pinus edulis	Piñon Pine	69	5' High Min.	See Note 1 this Sheet
	Juniperus deppeana pachyphlaea	Alligator Juniper	13	5' High Min.	See Note 2 this Sheet
PLANTING CHANGE 2	Cupressus arizonica	Arizona Cypress	15	5' High Min.	See Note 3 this Sheet
	Existing Pinus edulis to Remain		34		See Note 4 this Sheet
TO BE RELOCATED	*Existing Pinus nigra to be Relocated*	Austrian Pine	6		See Note 5 this Sheet

NOTES:

1. REPLACE EXISTING PINUS NIGRA - AUSTRIAN PINE, WITH NEW PINUS EDULIS - PINON PINE, HEIGHT TO BE 5' MINIMUM. SEE NOTE 5 THIS SHEET.
2. REPLACE EXISTING PINUS NIGRA - AUSTRIAN PINE, WITH NEW JUNIPERUS DEPPEANA PACHYPHLAEA - ALLIGATOR JUNIPER, HEIGHT TO BE 5' MINIMUM. SEE NOTE 5 THIS SHEET.
3. PLANTING CHANGE 2 REPLACE EXISTING PINUS EDULIS - PINON PINE, WITH CUPRESSUS ARIZONICA - ARIZONA CYPRESS, HEIGHT TO BE 5' MINIMUM.
4. EXISTING PINUS EDULIS - PINON PINE TO REMAIN IN PLACE.
5. EXISTING PINUS NIGRA - AUSTRIAN PINE TO BE REMOVED AND RELOCATED, SEE NOTE 6 THIS SHEET.
6. ALL EXISTING PINUS NIGRA - AUSTRIAN PINE BEING REMOVED ARE TO BE SALVAGED AND RE-PLANTED AT AN ALTERNATE LOCATION WITHIN THE LOWES PROPERTY AS DIRECTED BY THE LOWE'S CONSTRUCTION MANAGER.
7. NO MODIFICATIONS TO THE EXISTING IRRIGATION SYSTEM WILL BE REQUIRED EXCEPT FOR THE DRIP RINGS WATERING THE SIX (6) PINUS NIGRA - AUSTRIAN PINES THAT ARE TO BE REMOVED AND RELOCATED. THE NETAFIM DRIP IRRIGATION RING TUBING IS TO BE REMOVED AND THE PVC LATERAL LINE FEEDING THESE SHALL BE CAPPED OR PLUGGED OFF PERMANENTLY WITH A SCHEDULE 40 (FIPT) CAP, OR (MIPT) PLUG.

REVISIONS

DATE	DESCRIPTION
4/20/09 1	NEW SHEET
5/14/09 2	PLANTING

LOWE'S

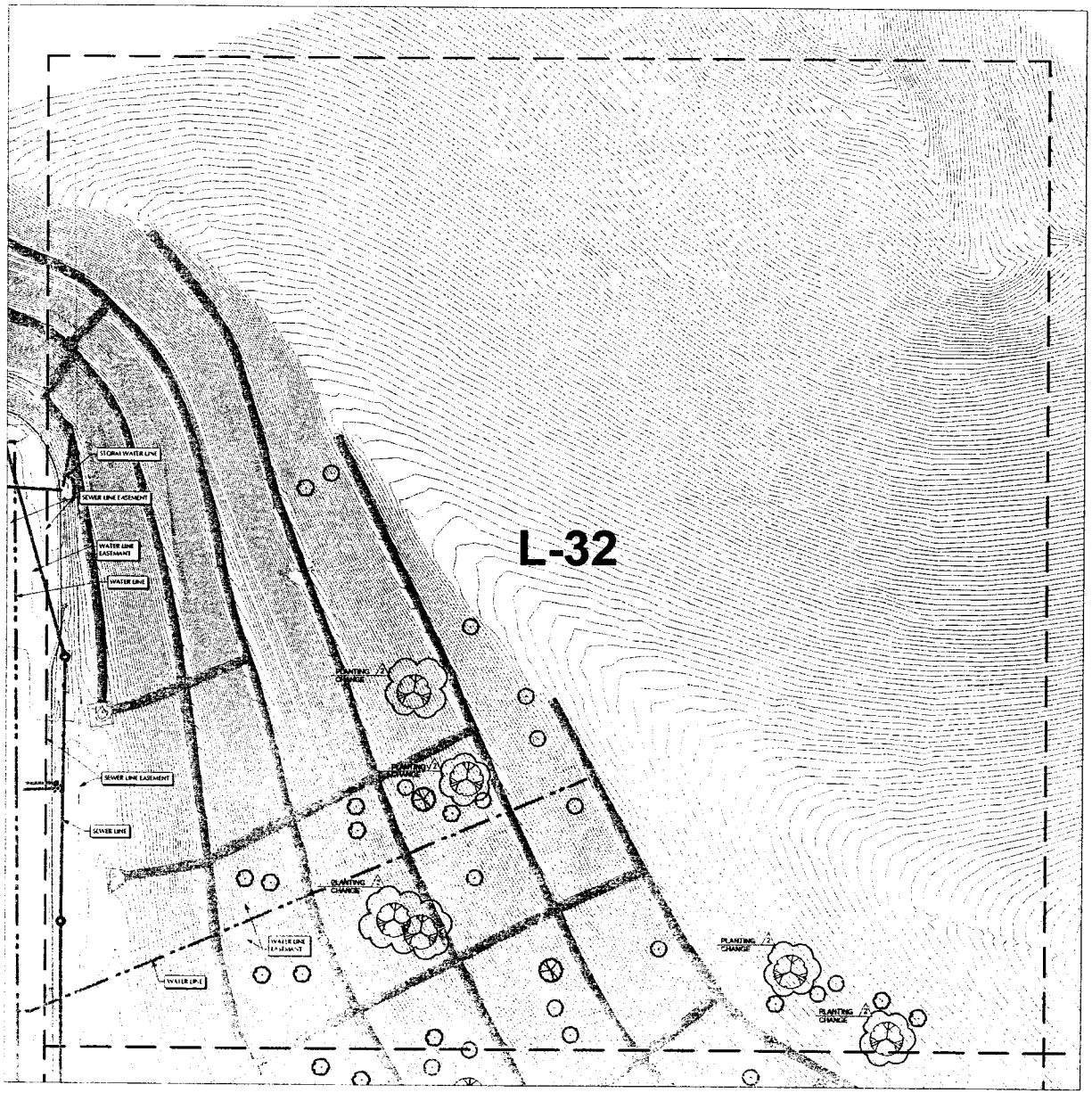
WALLS 1 - 5 SOIL BUTTRESS REPAIRS
STATE LAND TREE
REPLACEMENT (INDEX)

ARIZONA STATE LAND
PRESCOTT, ARIZONA

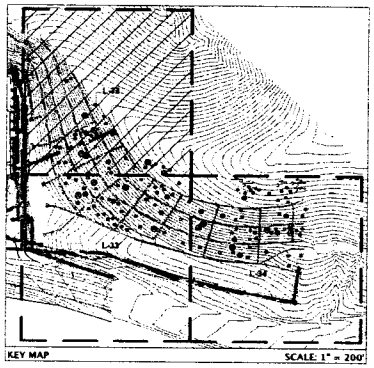
PROJECT No. 05-016 DRAWN BY: MP CHECKED BY: JS

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER

SHEET ADDITION 1 L-31



MATCHLINE SEE SHEET L-33



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

0 15 30 60
1 INCH = 30 ft

north

REVISIONS

DATE	DESCRIPTION
4/20/09	NEW SHEET
5/14/09	PLANTING

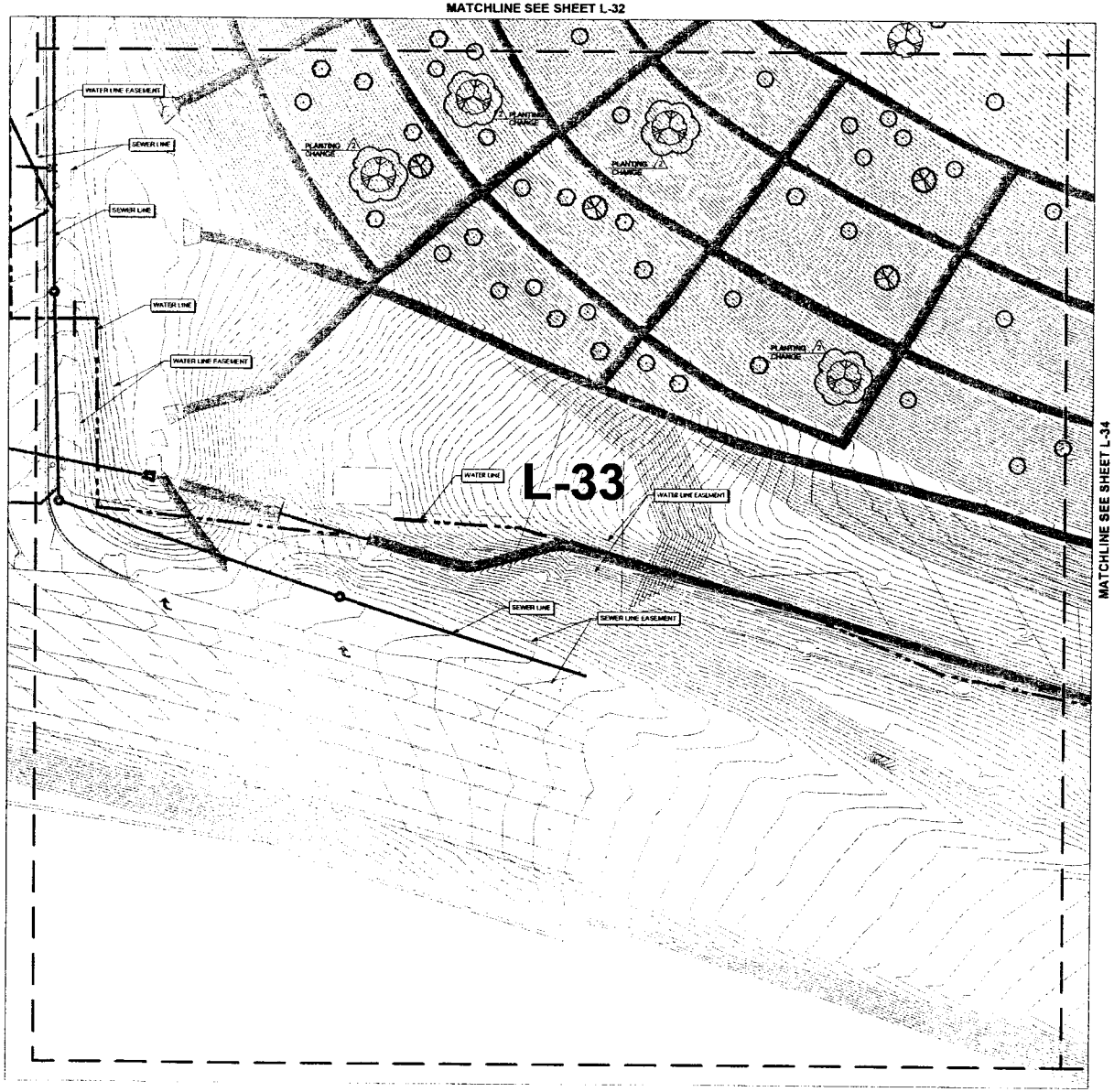
LOWE'S

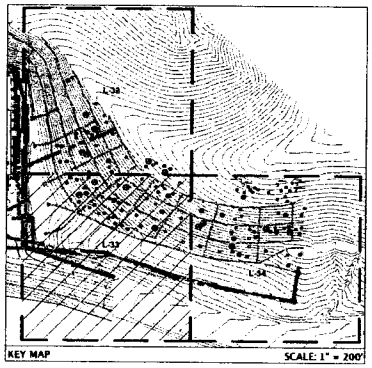
WALLS 1 - 5 SOIL BUTTRESS REPAIRS
STATE LAND TREE
REPLACEMENT PLAN

ARIZONA STATE LAND
PRESCOTT, ARIZONA

PROJECT No 05-016 | DRAWN BY MP | CHECKED BY JS

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER
SHEET ADDITION 1
L-32





CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

0 15 30 60
1 inch = 30 ft.

north

REVISIONS

DATE	DESCRIPTION
4/20/09 1	NEW SHEET
5/14/09 2	PLANTING

LOWE'S

WALLS 1-5 SOIL BUTTRESS REPAIRS
STATE LAND TREE
REPLACEMENT PLAN

ARIZONA STATE LAND
PRESCOTT, ARIZONA

PROJECT No. 05-016 | DRAWN BY: MF | CHECKED BY: JS

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09
DRAWING NUMBER

SHEET ADDITION 1 L-33

MATCHLINE SEE SHEET L-33

TO BE RELOCATED

TO BE RELOCATED

TO BE RELOCATED

TO BE RELOCATED

TO BE RELOCATED

TO BE RELOCATED

PLANTING CHANGE

PLANTING CHANGE

PLANTING CHANGE

PLANTING CHANGE

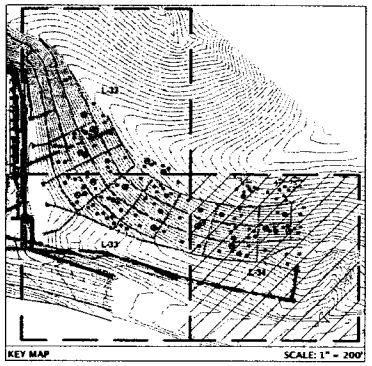
L-34

WATER LINE EASEMENT

WATER LINE

WATER LINE

WATER LINE EASEMENT



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

0 15 30 60
1 INCH = 30 FT.

north

SHEET ADDITION

REVISIONS

DATE	DESCRIPTION
4/28/09	NEW SHEET
5/14/09	PLANTING

LOWE'S

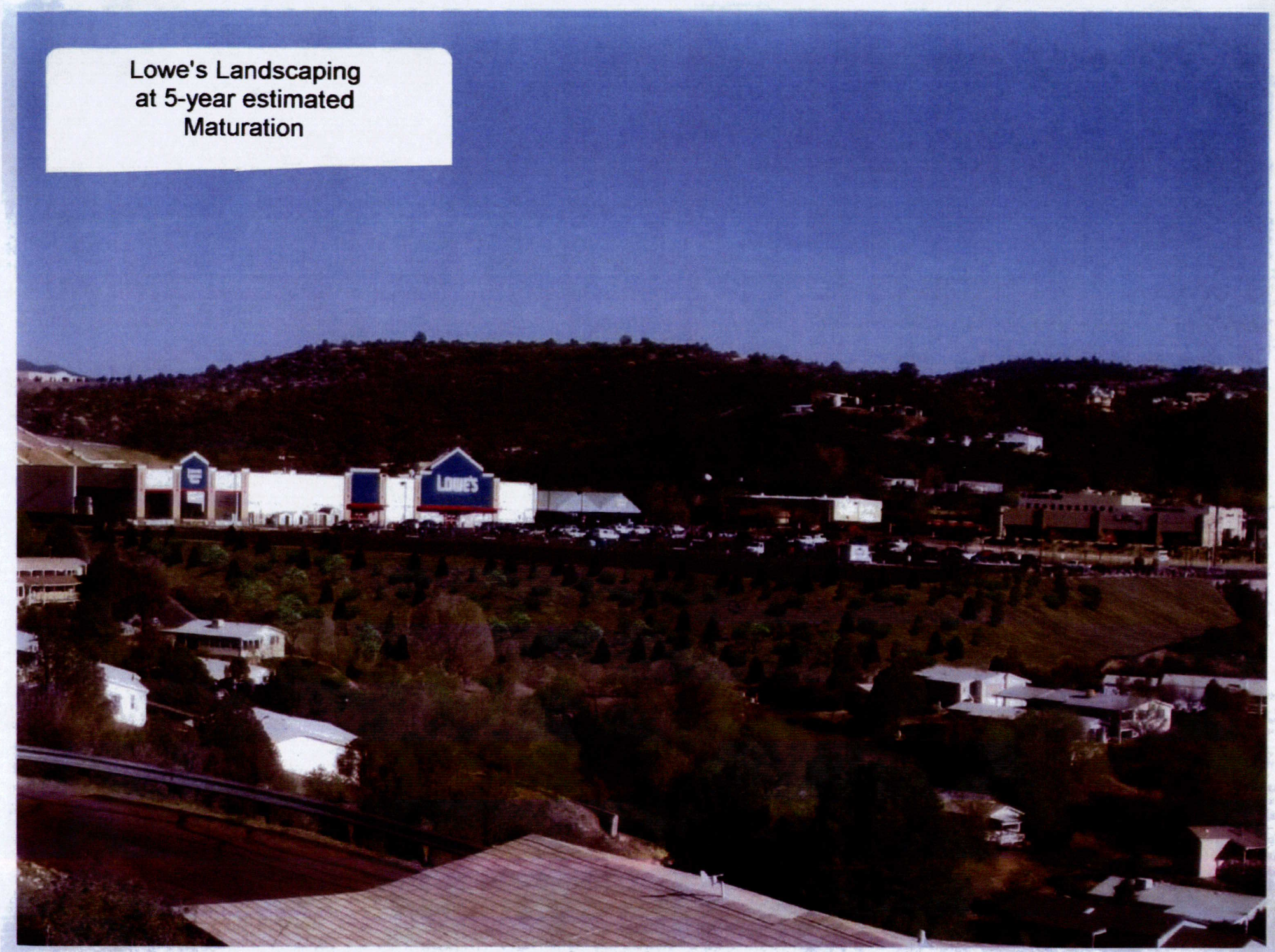
WALLS 1 - 5 SOIL BUTTRESS REPAIRS
STATE LAND TREE REPLACEMENT (PLAN)

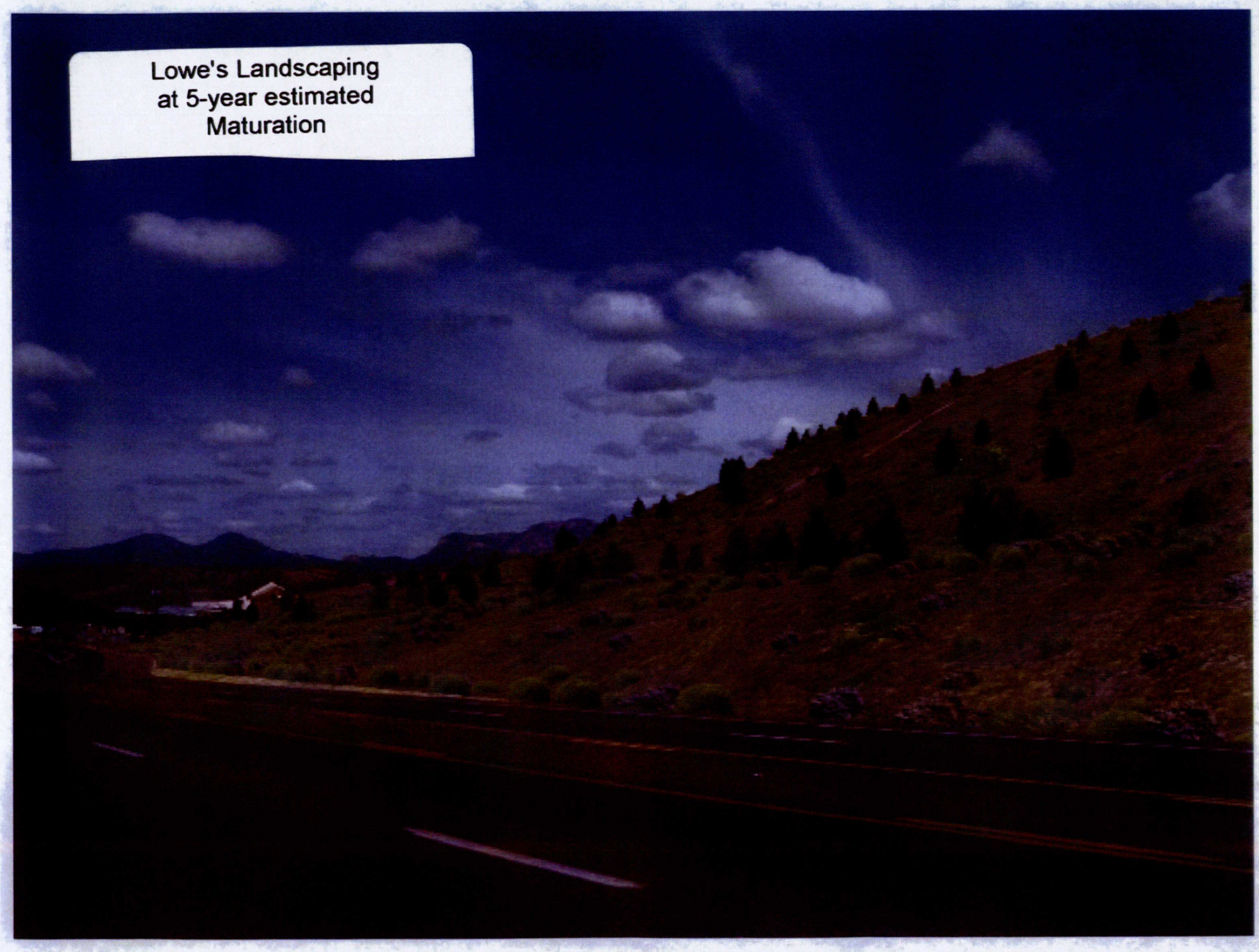
ARIZONA STATE LAND
PRESCOTT, ARIZONA

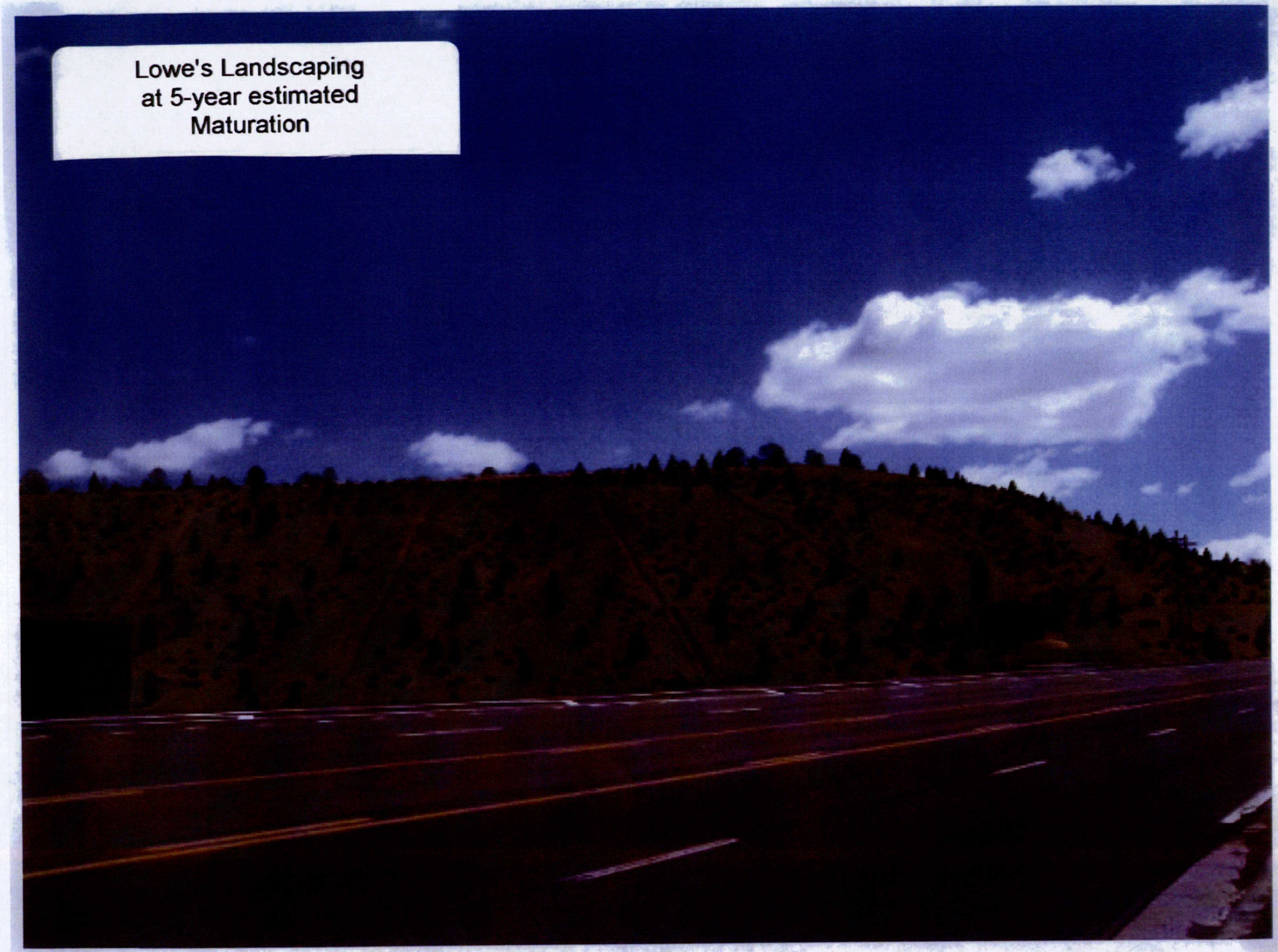
PROJECT No. 35518 | DRAWN BY: MP | CHECKED BY: C

ORIGINAL ISSUE DATE 3/27/09
PERMIT SET ISSUE DATE 6/15/09
CONSTRUCTION SET ISSUE DATE 6/15/09

DRAWING NUMBER
L-34


Lowe's Landscaping
at 5-year estimated
Maturation
Lowe's


Lowe's Landscaping
at 5-year estimated
Maturation


Lowe's Landscaping
at 5-year estimated
Maturation

I-J

COUNCIL AGENDA MEMO – 07/07/09 & 07/14/09

DEPARTMENT: Public Works

AGENDA ITEM: Approval of Amendment One to City Contract No. 2009-136, Zone 39 Water Main and Pump Station Upgrade Project

Approved By:		**Date:**
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood Craig Mounell for	6-30-09

Item Summary

This item is to amend City Contract No. 2009-136 with A. Miner Contracting, Inc., for the first of two Zone 39 water system improvement contracts. The City received a WIFA loan for the project, which includes federal funding of $4,000,000 in forgivable principal through the American Recovery and Reinvestment Act (ARRA). To receive this federal money, the construction contracts must comply with the Davis-Bacon Act. Specifically, Amendment One is to compensate A. Miner Contracting, Inc., for implementing Davis-Bacon Act prevailing wage determinations, an increase of $262,688.48.

Background

In March 2009 Council approved a contract with A. Miner Contracting, Inc., in an amount not to exceed $3,167,367.00 for construction of the first phase of Zone 39 improvements, consisting of the $2,879,425.00 bid + 10% ($287,942). Amendment One will be implemented within the authorized not to exceed total of $3,167,367.00.

On May 27, 2009, the Water Infrastructure Finance Authority of Arizona, under the American Recovery and Reinvestment Act, approved resolutions authorizing two loans to the City for the Zone 39 Water Mains, Pump Station and Reservoir Project ($4,000,000.00 forgivable principal), and Airport Zone North and South Loops 12" Water Mains Project ($2,155,128.00 forgivable principal). As mentioned above, to receive ARRA funding the City construction contracts must comply with the Davis-Bacon Act.

Budget

Amendment One, in the total amount of $262,688.48, will not increase the authorized and budgeted contract amount of $3,167,367.00. The balance of forgivable principal remaining after completion of the current phase will be applied to the second Zone 39 contract.

Attachments
- Amendment One to City Contract No. 2009-136
- WIFA Resolutions

Recommended Action: **MOVE** to approve Amendment One to City Contract No. 2009-136 with A. Miner Contracting, Inc., in the amount of $262,688.48

(1)

Water Infrastructure Finance Authority of Arizona

NEWS RELEASE

1110 West Washington, Suite 290 • Phoenix, Arizona
85007 • www.azwifa.gov

Date: May 27, 2009

Contact: Veronica Rivera, Communications Director: (602) 364-1236

WIFA Announces Stimulus Funds Part of $12.6 Million in Loans to City of Prescott for Water Improvements

PHOENIX (May 27, 2009) – The Water Infrastructure Finance Authority (WIFA) of Arizona announced today its second round of loans, in part from federal stimulus money, including two water infrastructure improvement loans for the City of Prescott.

A $9 million loan will allow the City to construct new main lines, add a new pump station and purchase a new water storage tank. A second $3.6 million loan will allow for a second line to enhance the existing supply line to the system and service area.

"These two loans will help ensure a better water delivery system for Prescott residents," said Patrick J. Cunningham, WIFA's acting board chairman. "We are pleased to make these loans to help make the most of Arizona's precious water resources."

WIFA is receiving "stimulus" funding from the American Recovery and Reinvestment Act of 2009 (ARRA). The ARRA funding is providing significant savings on clean and drinking water infrastructure projects for many municipalities and private drinking water companies in Arizona that are able to start construction by June 17, 2009 or have signed contracts for construction by Feb. 17, 2010.

WIFA maintains and improves water quality in Arizona by providing communities and private water systems with access to low-interest financial assistance and technical assistance needed for basic water infrastructure. For more information, please visit WIFA's Web site at www.azwifa.gov.

-30-

Section 2: Project Summary

2.1 Project Number(s)

DW 178-2009

2.2 Project Priority Data

ARRA PL Rank	Master PL Rank	Funding Cycle	Population Served	Type of ARRA Assistance	Subsidy Rate
113	17	2009	43,217	Forgivable Principal $4,000,000	75%

2.3 Project Description(s)

Zone 39 Water Mains, Pump Station & Water Tank
Construct new 20" and 12" mains, a new 1,400 gpm pump station with upgraded controls and a new 1.33 MG water storage tank.

This project generally consists of approx. 3,471LF of 20" DIP water main in Aubrey St. from S. Pleasant to the new pump station at Pioneer Dr.; a new Pump Station at Pioneer Dr. and S. Hassayampa; installation of 930LF of 16" DIP water main in S. Hassayampa Dr. from the new pump station to Park Ave.; and installation of 1,411LF of 12" DIP water main in White Spar Rd. from Granite St. to Copper Basin Rd.

2.4 Previous Board or Committee Actions

October 3, 2007 - Board adopted Loan Resolution 2007-013 to award $4,703,000 (#910097-08) to the City of Prescott for several CIP wastewater system improvements.

August 24, 2007 - Board adopted Loan Resolution 2007-041 to award $9,854,000 (Loan #920125-08) to the City of Prescott for several CIP drinking water improvement projects.

February 28, 2003 - Board adopted Loan Resolution 2003-046 to award $95,839.95 (Loan #920080-03) to the City of Prescott for a drinking water system connection.

2.5 Project Finance Committee Recommendations

No Project Finance Committee for May 2009.

Section 2: Project Summary

2.1 Project Number(s)

DW 184-2009

2.2 Project Priority Data

ARRA PL Rank	Master PL Rank	Funding Cycle	Population Served	Type of ARRA Assistance	Subsidy Rate
18	116	DW 2009	43,217	Forgivable Principal $2,155,128	75%

2.3 Project Description(s)

Airport Zone North and South Loops Water Mains
Install 12" water line from the existing 12" main in Melville Road around the south end of the Airport runway and connect to the existing 10" main on the northwest side of the runway. Provide a second 12" main loop around the north end of the runway from proposed development to the existing tank and booster station. This will be a second feed to enhance the existing supply line to this system and service area.

2.4 Previous Board or Committee Actions

October 3, 2007 - Board adopted Loan Resolution 2007-013 to award $4,703,000 (#910097-08) to the City of Prescott for several CIP wastewater system improvements.

August 24, 2007 - Board adopted Loan Resolution 2007-041 to award $9,854,000 (Loan #920125-08) to the City of Prescott for several CIP drinking water improvement projects.

February 28, 2003 - Board adopted Loan Resolution 2003-046 to award $95,839.95 (Loan #920080-03) to the City of Prescott for a drinking water system connection.

2.5 Project Finance Committee Recommendations

No Project Finance Committee for May 2009.

I-K

COUNCIL AGENDA MEMO – 07/07/09 & 07/14/09

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4708-1003 authorizing purchase and acceptance of rights-of-way, drainage easements, temporary construction easements and exchange of real property, for the Iron Springs Road Improvement Project

Approved By:		**Date:**
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood Craig McConnell for	6-30-09

Item Summary

This item is to complete acquisition of rights-of-way, drainage and temporary construction easements, and an exchange of real property, all pertaining to the frontages on either side of Granite Shadows Drive, which were necessary for the Iron Springs Road Improvement Project.

Background

The Iron Springs Road Project was completed in June 2008. Two separate agreements, with the same owners (Kesterson), are recommended for approval which will conclude property acquisition for the project. The first agreement is a purchase in the amount of $37,700.00 for right-of-way and easements and the second agreement is for an exchange of City property (former pump station at Granite Shadows Drive) for new right-of-way and easements. Before the project was constructed, the property owners executed a Right-of-Entry and grant of a Temporary Construction Easement. Settlement was delayed, however, due to probate proceedings.

Exhibit "A" identifies the property owners, address, Assessor's Parcel Number, areas and type of acquisitions, compensation (including where applicable real property improvements and severance) and other terms and conditions for each acquisition. The agreement amounts are based on appraisal or competitive market data provided by Tierra Real Estate Appraisal Services, State Certified Appraisers. Copies of the actual agreements are available in the City Clerk's Office.

Budget

Funding for this transaction is available in the One Cent Sales Tax for Streets and Open Space in the total amount of $37,700.00 plus closing costs estimated between $200 and $1000.00. Closing costs for the Exchange of Real Property will be similar. The actual closing costs will determine the final amount for each acquisition.

Attachments
- Exhibit "A" summary of acquisitions
- Ordinance No. 4708-1003

Recommended Action: **MOVE** to adopt Ordinance No. 4708-1003.

ORDINANCE NO. 4708-1003

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTIES, EASEMENTS AND IMPROVEMENTS AND EXCHANGE OF REAL PROPERTY BELONGING TO DAVID A. AND LINDSEY S. KESTERSON AND THE ACQUISITION OF CERTAIN RIGHTS OF WAY, DRAINAGE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS THEREFROM FOR THE WIDENING OF IRON SPRINGS ROAD, AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SAID PURCHASES

RECITALS:

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

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

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase certain real property and easements more particularly described in that certain Agreement for Sale of Real Property dated March 3, 2009, and agrees to purchase and accept said property and easements from David A. and Lindsey S. Kesterson, pursuant to the terms and conditions as set forth therein, for the purchase price of $37,700.00 plus closing costs.

SECTION 2. THAT the City Council hereby accepts the offer to exchange certain real property and easements more particularly described in that certain Agreement for Exchange of Real Property dated March 3, 2009, and agrees to exchange and accept said property and easements from David A. and Lindsey S. Kesterson, pursuant to the terms and conditions as set forth therein, exchanging the described real property, plus closing costs.

SECTION 3. THAT upon payment of the foregoing sums, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchases and acceptance of rights of way and easements, including the payment of closing and other costs associated with the purchases and recordation's of the closing documents.

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

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

Iron Springs Road Rights-of-Way
Acquisition Summary
March 17, 2009

Owner Name	Property Address	Assessor Parcel No	Acquisition ROW / Easements	Compensation	Other Terms and Conditions
Kesterson, David A. and Lindsey S.	11360 Deer Hill Lane Prescott, AZ. 86301	115-06-121A	R/W= 5991.4 SF TCE= 5535.6 SF Drn Esmt = 324.6 SF Slp Esmt = 191.1 SF Abnd = 3071.6 SF	Exchange of Real Property	
Kesterson, David A. and Lindsey S.	11360 Deer Hill Lane Prescott, AZ. 86301	115-06-129A	R/W = 2230.1 SF TCE = 2608.0 SF	$37,700.00	

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

I-L

COUNCIL AGENDA MEMO – 07/07/09 & 07/14/09
DEPARTMENT: Public Works
AGENDA ITEM: Approval of a professional services agreement with Carollo Engineers for the Airport Zone Production/Recovery Well Site Project in an amount not to exceed $438,605.00

Approved By:		**Date:**
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood Craig Mellowell for	7-1-09

Item Summary

This item is to approve a professional services agreement with Carollo Engineers for site identification and prioritization of multiple potential production/recovery wells in the airport area; and design of production and system distribution improvements for one well location to be selected.

Background

The City's well field in Chino Valley is presently its primary source of water supply. The City additionally owns and operates a recharge/recovery facility (for reclaimed and surface water recharge), located adjacent to the Airport Wastewater Treatment Plant. In 2005, the Arizona Department of Water Resources (ADWR) granted the City an increase in its Designation of Assured Water Supply. ADWR conditioned the increase on development of additional well capacity within one mile of the recharge facility.

The City recently completed drilling and equipping a new well in the airport area, which will be brought on-line within a matter of weeks pending receipt of the required permit from ADWR. This well will serve Airport Pressure Zone 12 for which design of new transmission mains and a new storage reservoir to serve the airport area are in progress via a separate contract with Lyon Engineering.

To meet the ADWR Assured Water Supply condition, the Airport Zone Production/Recovery Well Site Project will develop additional water production/recovery capability through formulation of a Well Field Development Plan, identifying and prioritizing specific well options and sites for immediate and long term implementation.

The attached scope of work includes technical services required during drilling/ development and site/equipping phases for one new well (Well No. 3). Also included is an expanded well impact analysis to evaluate adjacent areas for siting additional wells in the vicinity including east of Granite Creek, should that be determined necessary. The drilling of Well No. 3 will be accomplished under a separate future City contract, which will be bid upon design completion.

Agenda Item: Approval of a professional Services agreement with Carollo Engineers for the Airport Zone Production/Recovery Well Site Project in an amount not to exceed $438,605.00

The scope of work excludes construction phase services for the site improvement and well equipping contract. When the scope of construction is completed through the design process, the construction engineering services required will be identified and fee negotiated to comprise an amendment to this contract, for City Council approval.

Procurement

Pursuant to professional services selection procedures this project was publicly advertised. Statements of Qualifications from three firms were received and evaluated, followed by interviews to determine the final project ranking. Carollo Engineers, Phoenix office, was the top ranked firm. The scope of services and negotiation of fees were successfully completed thereafter.

Schedule

The design contract duration is 345 days. Work will begin upon approval of the contract, anticipated in July 2009, with completion by July 2010.

Budget

The FY 10 budget includes $724,215.00 allocated in the Water Fund for engineering the Airport Zone Production/Recovery Well Project including Well No. 3.

Attachments	Scope of Work	Exhibit A
	Cost Breakdown	Exhibit B
	Location Map	Exhibit C
	Schedule	Exhibit D

Recommended Action: MOVE to approve a professional services agreement with Carollo Engineers for the Airport Zone Production/Recovery Well Site Project in an amount not to exceed $438,605.00.

EXHIBIT "A"

ENGINEERING SERVICES PROPOSAL
City of Prescott, Arizona

Airport Zone Production/Recovery Wells
Final Scope of Work

INTRODUCTION

The City of Prescott currently utilizes a well field, located in Chino Valley, for the City's primary water supply. As an integral component of their water resources management, the City owns and operates a recharge/recovery facility (reclaimed and surface water recharge), located adjacent to the Airport Water Reclamation Facility. In 2005, the Arizona Department of Water Resources (ADWR) granted the City an increase in its Designation of Assured Water Supply. In conjunction with the increase, ADWR requested well capacity be augmented in proximity to the recharge facility in the airport area. Development of this airport area supply would be in lieu of relying on additional pumping from the Chino Valley well field.

The City has recently completed drilling and equipping of a new well in the airport area. It will be brought on-line in early 2009 to serve Pressure Zone 12 (airport area zone). In addition, the City is starting design of new transmission mains and a new storage reservoir to serve the airport area. This project will develop additional production/recovery well(s) in the airport area. The project will utilize information from previous City projects, including the Potable Water System Model (Carollo - April 2005) and other relevant airport area studies.

Carollo Engineers (Carollo) will be the prime consultant and will contract with the City of Prescott. The City's plan for this project is to locate, drill, and test new wells, and to design and construct equipment and site improvements for the new wells. The pre-design services will include identification and prioritization of multiple potential well sites in the airport area. This scope of services includes services during drilling/development and site/equipping design phases for one new well. If requested by the City, this contract will be amended to include services during those phases for drilling/development and site/equipping design for additional wells in the airport area.

Carollo will be responsible for the design and construction phase services related to equipping the wells, connection to the water system, utilities, and site development, and will manage the overall services under this contract. HydroSystems Inc. (HSI) will be contracted as a subconsultant to Carollo and will provide pre-design services, design, permitting, construction administration, and post-construction testing for locating, drilling, and developing the new wells. Additional subconsultants to Carollo will include:

- Lyon Engineering - Survey services related to acquisition and site development, and design and survey for one mile water main to connect new well
- Engineering & Testing Consultants, Inc - Geotechnical investigation and report to support facility design and one mile water main

- Briggs Appraisal & Consulting - Site acquisition and easement support
- SWCA – Biological and cultural resources review

ASSUMPTIONS

1. Horizontal and vertical survey control will be available at or adjacent to the proposed well site.
2. Services required for special treatment of the groundwater, in addition to disinfection, are not part of this Contract, and may be added by amendment, if required.
3. The City will pay review and processing fees required for ADEQ permits. Carollo will prepare submittal or application forms.
4. The City will pay required fees for a New Water Source Approval from ADEQ.
5. Construction Phase services for the well equipping/site improvements contract will be negotiated later and added to the Contract by amendment.
6. Electrical power to the well site(s) will be provided by others. Carollo will coordinate with the utility regarding project schedule and requirements.
7. Services include survey and design for one mile of water main to connect the new well into the water system.
8. Carollo (through subconsultant SWCA) will provide an initial biological and cultural resources site and information review, if required, for one well site. Reviews for additional well sites and/or permit services related to biological/cultural resources, if required, will be addressed with an amendment to this contract for additional services.

SCOPE OF WORK

Carollo and its subconsultants will execute this project through the accomplishment of the following tasks.

PRE-DESIGN SERVICES

Task 101 - Kickoff & Information Gathering

After the Notice to Proceed (NTP), Carollo will obtain available information from the City related to site selection and well design in the airport area. Carollo will schedule and conduct a project kickoff meeting with City personnel.

Task 102 - Project Management & Meetings

Carollo will provide project management services to include preparing monthly progress/activity reports, meeting with and collaborating with the City staff on technical issues and problems encountered, schedule updates, proposed changes in scope or schedule, and other management activities. Included under this Task also is administration and coordination with HydroSystems Incorporated services.

Project progress meetings are included under this Task. Carollo will prepare meeting minutes and will distribute copies to attendees and other key staff. It is assumed there will be eight progress meetings to be held in Prescott.

This Task also includes directing the activities of the Carollo project team through regular progress meetings as well as interaction with reviewing agencies, and the City.

Task 103 - Evaluate Existing Wells

Carollo will conduct a preliminary field evaluation of existing wells in the project area. The evaluation will address wells identified in the ADWR database, as well as any others which may be in development. The purpose of the preliminary field evaluation is to check the physical status of the wells. Carollo will observe and document information on each well, including: general location (if they can be physically located) in comparison to the database; apparent operational status (operating, idle, abandoned); and current well/property ownership, if available. Carollo will coordinate required property/well owner contacts and site observations with City personnel.

Task 104 - Assemble Field Information

Carollo will assemble and review gathered information on existing wells. Information will be prepared for workshop presentation and discussion with City staff. Workshop materials will include general status of existing wells, current ownership, and other available information regarding the wells that will support workshop discussions.

Task 105 - Existing Well Workshop

Carollo will schedule and conduct a workshop with City staff to review and discuss the results of the field investigation and the status of existing wells in the project area. The purpose of the workshop will be to identify specific areas (and specific existing wells) on which to focus for development of new City wells.

Task 106 - Expanded Well Impact Analysis (Optional Task)

Based on the results of previous tasks, the City may choose to expand the area for the previously completed well impact analysis (east of Granite Creek, etc.). The potential expanded area is assumed approximately the same size as the original study area.

Task 107 - Draft Well Development Plan

Carollo will prepare a Draft Well Development Plan, which will include specific approaches to well development options and prioritization for immediate and long-term implementation.

Task 108 - Well Field Development Plan Workshop

Carollo will schedule and conduct a workshop with City staff to present and discuss the draft Well Field Development Plan. The workshop will include development of an implementation plan, priorities, estimated schedule, and a summary of follow-up action items.

Task 109 - Model Analyses & Final Well Development Plan

Carollo will perform water system model analyses to evaluate incorporation of the proposed well supplies into the system (airport zone and main system), and for coordination with future infrastructure needs in the airport area that are based upon the current water system model. Based on the results of the Well Development Plan Workshop (Task 108) and review comments from the City, Carollo will prepare a final Well Development Plan. Carollo will assist the City in

developing "sample" notifications and/or agreements for dealing with potential private well impacts.

DESIGN PHASE SERVICES

Task 201 - Well Design & Development

The well design, development, and permitting services will be provided by HSI, as detailed in the attached scope. As the prime consultant, Carollo will coordinate the services of HSI and serve as the primary source of communications with the City.

Task 202 – Preliminary Design Report

Carollo will prepare a Preliminary Design Report for the site development and equipping of the new well.

Task 203 - Survey & Geotechnical

Provide survey and geotechnical services to support the design for the well site/equipping and for the one mile water main.

Task 204 - Utility Coordination

Coordinate with applicable utility companies regarding verification and comments on existing utilities in the immediate project area. It is assumed that potholing will not be required. Coordinate with electric utility for power supply to the new well site.

Task 205 - Prepare 60% Plans & Outline Specifications

Prepare 60% plans, outline specifications, and preliminary opinion of probable construction cost for the one new well. Submit 60% documents for City review.

Task 206 - Prepare 90% Plans & Specifications

Prepare 90% plans, specifications, and preliminary opinion of probable construction cost for the one new well. Submit 90% documents for City review.

Task 207 - Prepare Final Construction Documents

Prepare final plans, specifications, and opinion of probable construction cost for the one new well. Submit final documents for City review.

Task 208 - Permits & Approvals

Submit project documents to ADEQ with application for permit to construct. Coordinate with ADEQ regarding plan review comments. Permits for the new well are addressed in the attached HSI scope of work.

POST DESIGN SERVICES

Task 301 - Bid Phase Services

The scope of services includes attendance at the Pre-Bid conference, preparation of Addenda, if required, attendance at Bid Opening conference, and assistance to the City in evaluation of bids received.

Task 302 - Construction Phase Services

The level of effort associated with construction phase services for the site improvement and well equipping contract is not included in this proposal, and will be negotiated as a contract amendment during the design phase of the project. Construction phase services for the well drilling and testing of the new well is included in this scope of services as part of the HSI scope.

PRELIMINARY SCHEDULE

The estimated project schedule is attached to this scope of services. The schedule was developed based on minimum estimated durations for major tasks. Estimated time allowances for items such as agency reviews and contractor mobilization/availability will likely vary.

GENERAL CONDITIONS

Carollo shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. Carollo and City of Prescott mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

Carollo has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on Carollo's opinion based on experience and judgment. Carollo cannot and does not guarantee that proposals, bids, or actual Project construction costs will not vary from cost estimates prepared by Carollo.

DESIGN AND CONSTRUCTION OF A RECOVERY WELL
for the
City of Prescott, Arizona

Scope of Work

The following describe tasks, sub-tasks and the scope of work for the major sub-consultant, Hydro Systems, Inc., and is made part of and inclusive in the overall project proposal.

Carollo will be responsible for the design and construction phase services related to equipping the wells, connection to the water system, utilities, and site development, and will manage the overall services under this contract. Hydro Systems Inc (HSI) will be contracted as a sub-consultant to Carollo and will provide pre-design services, design, permitting, construction administration, and post-construction testing for locating, drilling, and developing the new wells.

PRE-DESIGN SERVICES

Task 101 - Kickoff & Information Gathering

After the Notice to Proceed (NTP), Carollo will obtain available information from the City related to site selection and well design in the airport area. Carollo will schedule and conduct a project kickoff meeting with City personnel.

101.1 Background Data Requirements & Kickoff Meeting

HSI will participate in the Kickoff meeting in support of Carollo regarding the well design, construction oversight as well as the permitting aspects of this project. Data requirements will be discussed to identify what data is available and easily accessed.

Task 102 - Project Management & Meetings

Carollo will provide project management services to include preparing monthly progress/activity reports, meeting with and collaborating with the City staff on technical issues and problems encountered, schedule updates, proposed changes in scope or schedule, and other management activities. Included under this Task also is administration and coordination with HSI's services.

Project progress meetings are included under this Task. Carollo will prepare meeting minutes and will distribute copies to attendees and other key staff. It is assumed there will be eight meetings to be held in Prescott.

This Task also includes directing the activities of the Carollo project team through regular progress meetings as well as interaction with reviewing agencies, and the City.

102.1Project Coordination and Administration

HSI will participate in nine (9) monthly project meetings with Carollo & the City to discuss the progress of the hydrogeologic and well drilling portions of this project. This task also includes four (4) separate Team meetings with Carollo as well as submitting monthly progress summaries of HSI's monthly work effort to Carollo for their updates with the City.

Task 103 - Evaluate Existing Wells

Carollo will conduct a preliminary field evaluation of existing wells identified in the project area. The evaluation will include the existing wells that were identified in the recent Airport Area Well Study. The ADWR database was the source for the existing well information. The purpose of the preliminary field evaluation is to check the physical status of the recorded wells. Carollo will observe and document information on each well, including: general location (if they can be physically located) in comparison to the database; apparent operational status (operating, idle, abandoned); and current well/property ownership, if available. Carollo will coordinate required property/well owner contacts and site observations with City personnel.

103.1 Evaluate Existing Wells

Carollo will obtain agreement with the City staff on the number of wells that will be visited by HSI to physically locate (GPS), photograph, download data from the ADWR database, determine the operational status and as well as the current well/property ownership records.

Task 104 - Assemble Field Information

Carollo will assemble and review gathered information on existing wells. Information will be prepared for workshop presentation and discussion with City staff. Workshop materials will include general status of existing wells, current ownership, and other available information regarding the wells that will support workshop discussions.

104.1 Assemble Field Information

HSI will assemble all of the field data for Carollo's review that was obtained during the field evaluation. This data will be assembled in a format that it can easily be presented at the upcoming workshop.

Task 105 - Existing Well Workshop

Carollo will schedule and conduct a workshop with City staff to review and discuss the results of the field investigation and the status of existing wells in the project area. The purpose of the

workshop will be to identify specific areas (and specific existing wells) on which to focus for development of new City wells.

105.1 Existing Well Workshop

HSI will support Carollo at the Existing Well Workshop by presenting the findings from the field investigation. This will include an electronic copy of the document containing the findings.

Task 106 - Expanded Well Impact Analysis (Optional Task)

Based on the results of previous tasks, the City may choose to expand the area for the previously completed well impact analysis (east of Granite Creek, etc.). The potential expanded area is assumed approximately the same size as the original study area.

106.1 Expanded Well Impact Analysis

If approved by the City, HSI will perform an expanded well impact analysis. This analysis will include the evaluation of a newly pumping well on other existing wells. The available locations where new wells can be drilled will be identified and presented to Carollo for presentation to the City staff.

Task 107 - Draft Well Development Plan

Carollo will prepare a Draft Well Development Plan, which will include specific approaches to well development options and prioritization for immediate and long term implementation.

107.1 Draft Well Development Plan

HSI will support Carollo in the assemblage of a draft Well Development Plan. This document will identify various options that the City has with regards to developing new wells and will establish the priorities for drilling these wells.

Task 108 - Well Field Development Plan Workshop

Carollo will schedule and conduct a workshop with City staff to present and discuss the draft Well Field Development Plan. The workshop will include development of an implementation plan, priorities, estimated schedule, and a summary of follow-up action items.

108.1 Well Field Development Plan Workshop

HSI will support Carollo at the Well Field Development Plan Workshop by answering various questions associated with the hydrogeology and the well construction priority.

Task 109 - Model Analyses & System Coordination

Carollo will perform water system model analyses to incorporate the proposed well supplies into the system (airport zone and main system), and for coordination with future infrastructure needs in the airport area that are based upon the current water system model.

DESIGN PHASE SERVICES

Task 201Well Design & Development

The well design, development, and permitting services will be provided by HSI, as detailed in the tasks below. As the prime consultant, Carollo will coordinate the services of HSI and serve as the primary source of communications with the City.

201.1Conceptual Well Design

HSI will develop a conceptual well design that will be used to support the technical specifications that will be developed for bidding purposes. The conceptual design will be based on existing hydrological data obtained from existing wells in the area.

201.2Technical Specifications

HSI will develop the technical specifications for the rotary well drilling, geophysical logging and water quality sampling of a new well. These technical specifications will provide a preliminary design for the construction of a new recovery well using the City's specifications as a guideline. Final well construction at the well site will be based on hydrogeological data gathered during drilling of the pilot borehole.

Task 202 – Preliminary Design Report

Carollo will prepare a Preliminary Design Report for the site development and equipping of the new well.

202.1 Preliminary Design Report

HSI will support Carollo by reviewing the Preliminary Design Report and providing any appropriate comments associated with the wells. HSI will also provide a copy of the conceptual well design drawing used in the technical specifications for inclusion in this report.

Task 203 - Survey & Geotechnical

Provide survey and geotechnical services to support the design for the well site/equipping and for the one mile water main.

Task 204 - Utility Coordination

Coordinate with applicable utility companies regarding verification and comments on existing utilities in the immediate project area. It is assumed that potholing will not be required. Coordinate with electric utility for power supply to the new well site.

Task 205 - Prepare 60% Plans & Outline Specifications

Prepare 60% plans, outline specifications, and preliminary opinion of probable construction cost for the project. Submit 60% documents for City review.

Task 206 - Prepare 90% Plans & Specifications

Prepare 90% plans, specifications, and preliminary opinion of probable construction cost for the project. Submit 90% documents for City review.

Task 207 - Prepare Final Construction Documents

Prepare final plans, specifications, and opinion of probable construction cost for the project. Submit final documents for City review.

Task 208 - Permits & Approvals

Submit project documents to ADEQ with application for permit to construct. Coordinate with ADEQ regarding plan review comments. Permits for the new well are addressed in the HSI scope of work.

208.1Permitting Activities for New Recovery Well

HSI will prepare the "Notice Of Intent To Drill a New Well" (NOI) application for the well site and submit it to the ADWR. Concurrently, HSI will prepare the Recovery Well permit applications. Filing fees are included in this scope of work.

A new well will require an impact analysis to be submitted in addition to the appropriate NOI. HSI will determine the potential impacts from the new well in order to meet well spacing requirements, and will submit the impact analysis to ADWR along with the NOI and Recovery Well permit application. As part of the NOI, it may be necessary to submit waivers from existing well owners which may be impacted by the operation of the new well. HSI will prepare and submit to Carollo, waiver documents for the potentially impacted parties. Upon the receipt of signed waiver documents from the impacted parties, HSI will submit the NOI applications to ADWR. This task includes up to two responses to ADWR to address questions or issues raised during ADWR's review of the application.

HSI will also support Carollo in obtaining ADEQ's approval to connect the well to the potable water system. This will include assembling the necessary documentation on the well and the testing of the well so it can be part of the Agency submittal.

POST DESIGN SERVICES

Task 301Bid Phase Services

This scope of services includes attendance at the Pre-Bid conference, preparation of Addenda, if required, attendance at Bid Opening Conference, and assistance to the Carollo in evaluation of bids received.

301.1Bid Phase Services

HSI will support Carollo while working within the City's procurement process for the bidding and well drilling contractor (Contractor) selection procedure. These services include providing an interpretation of the Well Construction Bid Documents by answering questions in writing to Bidding Contractors' Requests for Information (RFI); assistance in preparing any addenda prior to the Bid Opening; attendance at the Pre-Bid Conference, and attendance at a Pre-Construction Meeting.

Task 302Construction Phase Services

The level of effort associated with construction phase services for the site improvement and well equipping contract is not included in this proposal, and will be negotiated during the design phase of the project. Construction phase services for the well drilling and testing of the new well is included in this scope of services as part of HSI's scope.

302.1Well Drilling and Construction Oversight

HSI will provide part-time supervision of the overall well construction activities. This will include full-time supervision of the drilling below the water table, the geophysical logging, and the installation of the casing operations. Also included is the routine communications with the drill crew by cell phone to coordinate their work tasks according to the specifications. A pilot hole will first be drilled and geophysical logged (sonic, gamma, neutron, temperature, electric). Cuttings from the drilling operation will be visually logged. HSI will be responsible for field decisions and will review the data collected from the pilot borehole to make recommendations to Carollo and the City for up to five zonal samples. If the recommendation is made to complete the well as a recovery and / or production well then the reaming of the well will commence. If not then the well will be abandon. Finding a new location would require a change in scope.

Based on conditions encountered during drilling, HSI will finalize a well design for the drilling contractor, and construction of the well will be completed. HSI will provide oversight for the reaming of the borehole, casing placement, gravel packing, airlift and swabbing development. Well drilling and geophysical logging will be contracted by others and not part of this scope.

302.2Well Development and Aquifer Testing

HSI will provide oversight for pump and surge well development for a period of approximately 48 hours. This activity is performed on the completed well to remove any unconsolidated fine-grained materials left behind from the well drilling operation. The well will be allowed to recover for at least 24-hours prior to the start of aquifer performance testing. Aquifer performance testing will take approximately 24-hours. The test will consist of a five steps pumping rate. Data from the test will provide performance information for designing the permanent pumping equipment. After this performance test, recovery measurements will be collected for at least 24-hours. HSI will provide a water level transducer, data logger and water quality meter for the test. The pump company will be contracted by others is and not part of this scope.

302.3Water Quality Analysis

HSI will collect water samples (New Source) at the conclusion of aquifer testing and transport them to a water quality laboratory for analysis. A listing of the New Source water quality parameters is attached. HSI will contract directly with the certified laboratory for the sample analysis. A water quality data table will be prepared and submitted to Carollo with a summary of the findings.

302.4Completion Report

HSI will assemble all hydrogeologic information collected during well drilling, construction, and testing of the new well into a formal Well Completion Report. This report will include data associated with the well's construction, lithilogic descriptions; aquifer testing results, and water quality analysis. An "As-Built Well Design" will also be included in the report. Carollo and the City will be given two (2) copies of the draft report for review and comment. HSI will submit five (5) copies of the final completion report to Carollo for distribution once comments from the draft report have been incorporated. The final report text will be supported by a complete set of appendices containing data collected during the project.

PRELIMINARY SCHEDULE

The estimated project schedule is attached to this scope of services. The schedule was developed based on minimum estimated durations for major tasks. Estimated time allowances for items such as agency reviews and contractor mobilization/availability will likely vary.

GENERAL CONDITIONS

Carollo shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. Carollo and the City mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

Carollo has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on Carollo's opinion based on experience and judgment. Carollo cannot and does not guarantee that proposals, bids, or actual Project construction costs will not vary from cost estimates prepared by Carollo.

Summary of Drinking Water New Source Parameters

Test Group	Parameter	Method	MCL	Reporting Limit
Field	Groundwater Temp. (°C, Field)	Oakton Meter		
	Groundwater Temp. (°C, Lab)	EPA 150.1		n/a
	pH (Field)	Oakton Meter		
	pH (Lab)	EPA 150.1		1.68
	Electrical Conductivity (mS, Field)	Oakton Meter		
	Specific Conductance (mS, Lab)	SM 2510B		2.0
Metals (mg/L)	Aluminum	EPA 200.7		0.2
	Antimony	EPA 200.9	0.006	0.003
	Arsenic	EPA 200.9	0.010	0.001
	Barium	EPA 200.7	2.0	0.01
	Beryllium	EPA 200.7	0.004	0.001
	Boron	EPA 200.7		0.20
	Cadmium	EPA 200.7	0.005	0.001
	Calcium	EPA 200.7		2.0
	Chromium	EPA 200.9	0.1	0.001
	Copper	EPA 200.7	1.3 *	0.01
	Iron	EPA 200.7		2.0
	Lead	EPA 200.9	0.015 *	0.001
	Magnesium	EPA 200.7		2.0
	Manganese	EPA 200.7		0.001
	Mercury	EPA 245.1	0.002	0.0002
	Nickel	EPA 200.7		0.01
	Potassium	EPA 258.1		2.0
	Selenium	EPA 200.9	0.05	0.002
	Silica	EPA 200.7		0.21
	Sodium	EPA 200.7		2.0
	Thallium	EPA 200.9	0.002	0.001
	Zinc	EPA 200.7		0.05
Inorganics (mg/L)	Total Alkalinity as CaCO3	SM 2320B		6.0
	Bicarbonate Alkalinity as CaCO3	SM 2320B		6.0
	Carbonate Alkalinity as CaCO3	SM 2320B		6.0
	Hydroxide Alkalinity as CaCO3	SM 2320B		6.0
	Total Hardness	CALC		13
	Amenable Cyanide	SM 4500-CN G	0.2	0.02
	Fluoride	EPA 300	4.0	0.4
	Turbidity	EPA 180.1		0.2
	Langelier Saturation Index	CALC		-2.0
	Nitrate-N	EPA 300	10	0.2
	Nitrite-N	EPA 300	1.0	0.1
	Sulfate	EPA 300		2.0
	Total Dissolved Solids	SM 2540C		10
Organics (mg/L)	Volatile Organic Compounds	EPA 524.2	multiple	various
	Total Trihalomethanes	EPA 524.2	0.08	0.0005
	EDB/DBCP	EPA 504.1	multiple	various
	Other organics by GC/MS	EPA 525.2	multiple	various
	Chlorinated Acids	EPA 515.4	multiple	various
	Carbamates/Carbamoxyloxime	EPA 531.1	multiple	various
	Endothall	EPA 548.1	0.1	0.009
	Glyphosate	EPA 547	0.7	0.006
	Diquat	EPA 549.2	0.02	0.0004
	Pesticides/PCBs	EPA 505	multiple	various
	Dioxin (2,3,7,8 - TCDD)	EPA 1613B	0.00000003	5 pg/L
Microbiological	Total Coliform	SM 9223B	5% per month	
	E. Coli	SM 9223B	zero	
Mineralogical	Asbestos (MFL)	EPA 100.1	7	
Radiological	Gross Alpha Activity (pCi/L)	EPA 600/ 00-02	15	
	Total Radium		5	
	Uranium (µg/L)		30	
	Gross Beta Activity (pCi/L)	EPA 900.0	4 mrems/yr	

HSI HydroSystems, Inc.

SUMMARY OF TASKS, MAN-HOURS and COSTS
Pre-Design and Design for Airport Zone Production-Recovery Wells
City of Prescott, Arizona
March 2009

TASKS	Carollo Man-Hours						Total Man-Hours Per Task	Budget Per Task
	Senior Professional	Lead Project Professional	Project Professional	Professional	Technician	Support		
PRE-DESIGN SERVICES								
Task 101 - Kickoff & Information Gathering	6	8	8	16			**38**	$7,378
Task 102 - Project Management & Meetings	16	80		40		24	**160**	$29,720
Task 103 - Evaluate Existing Wells		8		24			**32**	$5,720
Task 104 - Assemble Field Information		8		16		16	**40**	$5,824
Task 105 - Existing Well Workshop	8	8		8		4	**28**	$5,288
Task 106 - Expanded Well Impact Analysis (Optional Task - see Subconsultant)							**0**	$0
Task 107 - Draft Well Development Plan	4	16	16	40	16	16	**108**	$17,412
Task 108 - Well Development Plan Workshop	8	8		16	8	8	**48**	$7,864
Task 109 - Model Analysis & Final Well Development Plan	4	24	32	32	16	16	**124**	$20,956
	46	**160**	**56**	**192**	**40**	**84**	**578**	**$100,162**
DESIGN PHASE SERVICES								
Task 201 - Well Design & Development (see Subconsultant)							**0**	$0
Task 202 - Preliminary Design Report (site development & equipping)	4	16	40	40	40	16	**156**	$24,804
Task 203 - Survey & Geotechnical (see Subconsultants)		8	8	8			**24**	$4,632
Task 204 - Utility Coordination				16	8		**24**	$3,552
Task 205 - Prepare 60% Plans, Outline Specifications & Estimate	8	16	32	120	120	16	**312**	$46,320
Task 206 - Prepare 90% Plans, Specifications & Estimate	4	12	24	100	100	24	**264**	$38,120
Task 207 - Prepare Final Construction Documents & Estimate	6	8	16	60	40	16	**146**	$22,150
Task 208 - Permits and approvals		4		16	8	4	**32**	$4,768
	22	**64**	**120**	**360**	**316**	**76**	**958**	**$144,346**
POST DESIGN SERVICES								
Task 301 - Bid Phase Services	2	8	4	24		4	**42**	$7,342
Task 302 - Construction Phase Services (to be added later by amendment)							**0**	$0
	2	**8**	**4**	**24**	**0**	**4**	**42**	**$7,342**
Total Man-Hours	**70**	**232**	**180**	**576**	**356**	**164**	**1578**	
Hourly Rates	$235	$214	$198	$167	$110	$90		
Total Lump Sum Labor Costs								**$251,850**

Subconsultants & Expenses	
HydroSystems Inc	$123,255
Lyon Engineering	$40,000
Engineering & Testing Consultants, Inc	$5,000
SWCA	$10,000
Briggs Appraisal & Consulting	$6,000
Mileage	$1,500
Printing & Graphics	$1,000
Total Subconsultants & Expenses	**$186,755**
TOTAL LUMP SUM PROJECT COSTS	**$438,605**

CAROLLO ENGINEERS

City of Prescott

Design & Construction of a Recovery Well

Man Hours and Cost Estimate

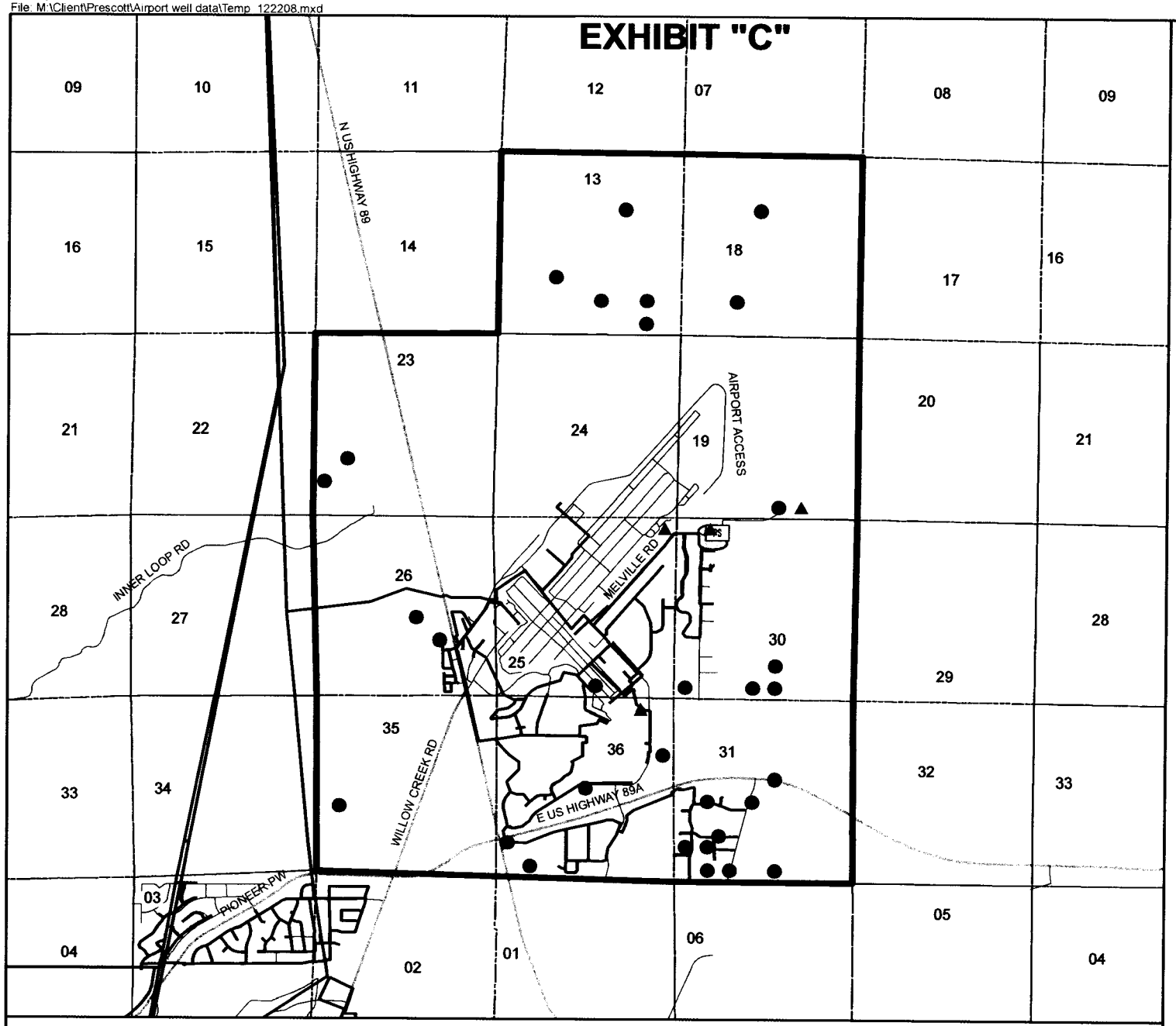
(HydroSystems, Inc.)

Task No.	Explanation	Principal $159 Per Hour	Project Manager $136 Per Hour	Senior Hydrologist Geologist $118 Per Hour	Senior Water Resources Analyst $118 Per Hour	Hydrologist II $103 Per Hour	Senior Field Hydrologist $98 Per Hour	Hydrologist 1 $81 Per Hour	Computer Analyst $76 Per Hour	Project Accountant $76 Per Hour	Field Hydrologist $70 Per Hour	Technical Assistant $65 Per Hour	Field Technician $48 Per Hour	Secretarial Clerical $48 Per Hour	Misc Expenses	Total Hours	Total Costs
101.1	Background Data Requirements & Kickoff Meeting	8	8		2							2			150	20	2876
102.1	Project Coordination & Administration	48	72	8	2			2	4	8		4		8	800	156	21122
103.1	Evaluate Existing Wells	2	6	2			46		12		46	6		4	500	124	11092
104.1	Assemble Field Information	1	2	4				20	6			12		2	150	47	4005
105.1	Existing Well Workshop	8	8	4				4	4			2			100	30	3690
106.1	Expanded Well Impact Analysis (TBD)	2	6	4			48		10		40	8		4	500	122	11082
107.1	Draft Well Development Plan	2	8	32				20	8			8		4	50	82	8172
108.1	Well Field Development Workshop	2	4	14				8	4			4			50	36	3776
																0	0
201.1	Conceptual Well Design	1		8					4			2			50	15	1587
201.2	Technical Specifications	2	6	30					6			4			150	48	5540
202.1	Preliminary Design Report	2	6	12					4						25	24	2879
208.1	Permitting Activities for Recovery Well	2	4	8	24				6	2		8			750	54	6516
																0	0
301.1	Bid Phase Services	1	4	6								4			100	15	1771
302.1	Well Drilling & Construction Oversight	2	6	12			50		6		80		48		1250	204	17060
302.2	Well Development & Aquifer Testing	2	4	4			24		2		24		24		500	84	7170
302.3	Water Quality Analysis	1	2	2				12		2			8		2800	27	4975
302.4	Completion Report	2	4	32				28	20	1		16			400	103	9942
																0	0
																0	0
																0	0
																0	0
																0	0
																0	0
																0	0
	GRAND TOTAL HOURS	88	150	182	28	0	168	94	96	13	190	80	80	22	8325	1191	
	GRAND TOTAL DOLLARS	$13,992	$20,400	$21,476	$3,304	$0	$16,464	$7,614	$7,296	$988	$13,300	$5,200	$3,840	$1,056			$123,255
																1,191	123,255

Misc Expenses includes NOI and Recovery Well permits, lab fees plus 10% administration fee for outside contractor, equipment rental, mileage & other misc expenses.

Printing Date: December 22, 2008
File: M:\Client\Prescott\Airport well data\Temp_122208.mxd

EXHIBIT "C"



Love Field Airport
Prescott, Arizona

- City of Prescott Well
- Other Area Well
- Area of Well Inventory
- Existing Water Mains
- Booster Pump Station
- Storage Tank
- Section Boundary
- Minor Road
- Major Road (Highway)

N

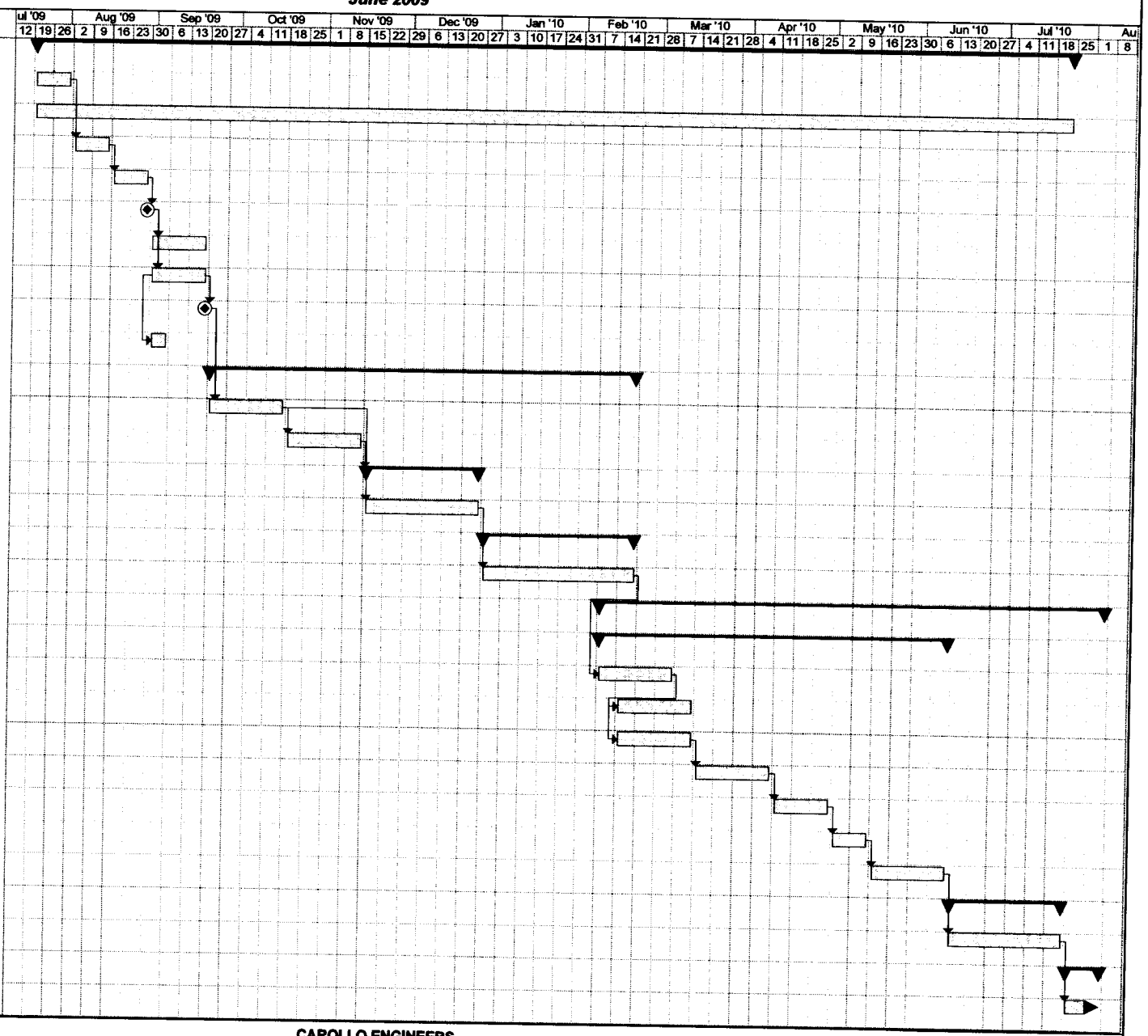
carollo

PROJECT LOCATION MAP
AIRPORT ZONE PRODUCTION / RECOVERY WELLS

EXHIBIT "D"

City of Prescott, Arizona
Airport Zone Production/Recovery Wells
Estimated Project Schedule
June 2009

ID	Task Name
1	**Pre-Design Services**
2	Kickoff & Information Gathering
3	Project Management & Meetings
4	Evaluate Existing Wells
5	Assemble Field Information
6	Existing Well Workshop
7	Expanded Well Impact Analysis (Optional)
8	Draft Well Development Plan
9	Well Field Development Plan Workshop
10	Model Analysis & System Coordination
11	**Well Drilling & Development**
12	Specifications for Well Drilling
13	Well Impact Analysis & Approval (if required)
14	**Bid Phase Services**
15	Well Drilling & Development
16	**Construction Phase Services**
17	Well Drilling & Development
18	**Site Development & Equipping**
19	**Design Phase Services**
20	Preliminary Design Report
21	Survey & Geotechnical
22	Utility Coordination
23	Prepare 60% Plans & Outline Specifications
24	Prepare 90% Plans & Specifications
25	Prepare Final Construction Documents
26	Permits & Approvals
27	**Bid Phase Services**
28	Site Development & Equipping
29	**Construction Phase Services**
30	Site Development & Equipping



CAROLLO ENGINEERS

COUNCIL AGENDA MEMO – 07/07/09 & 07/14/09	I-M
DEPARTMENT: Airport	
AGENDA ITEM: Approval of an agreement with C&S Engineers, Inc., in the amount of $210,325.00 for professional environmental services necessary for certain major capital projects planned at the Prescott Municipal Airport	

Approved By:	**Date:**
Department Head: Benjamin Vardiman, ACE, Airport Manager	6/30/09
Finance Director: Mark Woodfill	
City Manager: Steve Norwood Craig Mcdonnell for	7-1-09

Item Summary

This is a request to contract with C&S Engineers, Inc., for environmental documentation and related services for major capital projects planned at the Prescott Municipal Airport, necessary for compliance with Federal Aviation Administration (FAA) and National Environmental Policy Act (NEPA) requirements. The projects to be addressed are property acquisition for the Runway Protection Zone, extension of the primary runway, and the new Airport terminal building.

Background

FAA Grant Assurances require compliance with the National Environmental Policy Act (NEPA) for airport projects. NEPA specifies varying levels of environmental review and documentation depending upon the project type and scale. This contract will provide an Environmental Assessment (EA) for the 61.3 acres (+/-) of land acquisition for the Runway Protection Zone and the primary runway extension of approximately 1,184 feet as shown on the 1997 Airport Master Plan; as well as a determination of NEPA documentation required for the new Airport terminal.

The Environmental Assessment will be a concise public document, prepared in conformance with FAA directives, setting forth evidence and analysis for the purpose of determining whether an environmental impact statement (EIS) or finding of no significant impact (FONSI) is required.

Procurement

In accordance with FAA prescribed procurement methods, a Request for Qualifications was published in November 2008. Nine (9) submittals were received in December 2008 from firms based in Arizona, California, and Colorado, none of which have offices in the Prescott area. Following evaluation of the submittals, the three highest ranked firms were interviewed in January 2009. Negotiations with the highest ranked firm, C&S Engineers, Inc., San Diego, CA, were subsequently completed.

Agenda Item: Approval of an agreement with C&S Engineers, Inc., in the amount of $210,325.00 for professional environmental services necessary for certain major capital projects planned at the Prescott Municipal Airport

Schedule

The Scope of Work, Exhibit A (attached), is to be completed within twelve (12) months following issuance of Notice to Proceed by the City.

Budget

The total project cost of $210,325.00 will be approximately 90% FAA grant funded (up to $180,000.00). The City match of $30,325.00 has been budgeted in FY 10.

Attachments
- Scope of Work (Exhibit A)
- Fee Breakdown (Exhibit B)

Recommended Action: **MOVE** to approve an agreement with C&S Engineers, Inc., in the amount of $210,325.00 for professional environmental services necessary for certain major capital projects planned at the Prescott Municipal Airport.

EXHIBIT A

SCHEDULE A

SCOPE OF SERVICES

Project Name: Airport Environmental Services

Airport Name: Prescott Municipal Airport (PRC)

Services Provided: Environmental Services

Overview of Services:

C&S Engineers, Inc. (CONSULTANT) shall provide the required professional services to prepare a concise Environmental Assessment (EA) for the following proposed projects at Prescott Municipal Airport (SPONSOR):

1. Runway Extension of Runway 21L
2. Land Acquisition of +/- 61.3 acres

In addition, the CONSULTANT shall also provide the required professional services to determine the historical significance of the existing terminal facility and determine the required documentation that will be necessary to meet National Environmental Policy Act (NEPA) requirements for the following proposed project at Prescott Municipal Airport:

3. Construction of a New Terminal Facility

Proposed Action:

The proposed action will study the environmental impacts associated with the extension of Runway 3R-21L from 7,616 feet to 8,800 feet, land acquisition of approximately 61 acres to give the City of Prescott control over all property located within the RPZ, and construction of a new terminal facility that will replace the existing terminal, originally constructed in 1948 and renovated in 1957.

Guidelines for EA Preparation

The EA, as defined by CEQ regulations, will be a concise public document for which a federal agency is responsible that serves to briefly provide sufficient evidence and analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact (FONSI).

The EA documentation will be prepared in a manner that is consistent with the following guidance documents:

- FAA Order 5050.4B, *National Environmental; Policy Act (NEPA) Implementing*

Instructions for Airport Actions

- FAA Order 1050.1E, *Environmental Impacts, Policies and Procedures;* and local rules and regulations
- *Environmental Desk Reference for Airport Actions*

According to FAA Order 1050.1E; FAA's primary mission is to assure aviation safety, security and efficiency. NEPA compliance and other environmental responsibilities are integral components of that mission. NEPA assures informed decision making. NEPA provides a means for assuring that environmental concerns and interests of the public, Federal, State or local agencies and Tribes are appropriately considered as part of the decision making process.

Administration Phase

The preparation of the EA will be conducted by the SPONSOR with grant assistance from the FAA Airport Improvement Program (AIP).

CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA. In addition, CONSULTANT shall assist the SPONSOR in the preparation of all paperwork required to secure funds for the EA. The specific services to be provided by CONSULTANT as part of this phase are as follows:

- Preparation of reimbursement request packages, coordination of their execution by the SPONSOR, and submission to the funding agencies.
- Aid the SPONSOR by acting as liaison and Project coordinator with the funding agencies.
- Preparation of a draft Finding of No Significant Impact (FONSI).

Preliminary Engineering/Design

The CONSULTANT will review existing drawings of the proposed action's project elements and assist in the development of alternatives.

Environmental Assessment Preparation

The EA process generally comprises of the following five steps:

- Description of existing conditions;
- Description of proposed action;
- Consideration of alternatives;
- Measurement of significant changes; and
- Minimization of unavoidable impacts.

The major components of the EA are:

Purpose and Need

Identify the proposed action to be assessed, the requested Federal action, and the time frame for such action. The following items will be discussed:

- Description of Proposed Action
- Relevant information regarding the purpose and need for the Proposed Action

Alternatives

A full range of conceptual alternatives (up to six, including the no-action alternative) will be developed. The results of the alternative analysis will be the basis for preparation of the alternative development section of the EA. The alternatives phase will include development, and a description, of a "No Action" alternative in accordance with CEQ regulations.

Affected Environment

An on-site walkover will be conducted to familiarize CONSULTANT with the proposed action being considered. In addition, relevant background information from a variety of sources will be collected and presented in the EA regarding the existing conditions in the area of the proposed action. On-site biological and archeological surveys and wetlands delineation report will be conducted during this component of the EA preparation.

Environmental Consequences – Specific Impact Categories

This part of the EA involves examining the potential environmental impacts of the proposed action and determining if these impacts are significant. During this process, specific consultation with environmental agencies will be accomplished.

Air Quality
The EPA Green Book for current National Ambient Air Quality Standards (NAAQS) attainment areas has been reviewed and Prescott Municipal Airport is located within an attainment area for all criteria pollutants. Therefore, an air quality analysis, a State Indirect Source Review, and a NAAQS assessment are not anticipated for this EA.

Coastal Resources
As applicable, any coastal zone management programs or coastal barriers affected by the proposed action will be identified. Given the location of the proposed action (*i.e.,* not in proximity to Coastal Resources), no impact is expected.

Compatible Land Use
Any impacts exceeding thresholds of significance that have land use ramifications, such as disruption of communities, relocation of residences or businesses, or impacts to natural resource areas, will be identified.

Construction Impacts
Specific effects during construction of the proposed action that may create adverse environmental impacts (including noise of construction equipment at the site; noise and dust from delivery of materials through residential streets; creation of borrow pits and disposal of spoil; air pollution from burning debris; water pollution from erosion; and emission from construction vehicles) will be identified. The extent to which any of these effects is subject to local, state, or federal laws, ordinances, or regulations will be discussed, as applicable, along with measures to be taken to conform to such requirements.

Department of Transportation Section 4(f)
The EA will identify and consider publicly-owned land, including public parks, recreation areas, wildlife and waterfowl refuges, or historic sites that could be affected by the proposed action. Any areas affected will be identified and measures to minimize impacts will be recommended.

Farmlands
This part of the EA will identify the effects of converting farmland to non-agricultural uses and involves determining if the farmland is protected by the Farmland Protection Policy Act (FPPA). Farmland protected by the FPPA is either prime farmland which is not already committed to urban development or water storage, unique farmland, or farmland which is of state or local importance. The U.S. Soil Conservation Service and other applicable agencies will be contacted to determine whether the FPPA is applicable to the proposed action.

Fish, Wildlife, and Plants
The EA will review the potential of the proposed action to have an effect on State or federally listed threatened or endangered species.

Floodplains
The Flood Insurance Rate Map or the Flood Insurance Study Report will be reviewed to determine if the Action is located within a flood plain. The presence or absence of flood plains and the potential for impacts will be documented.

Hazardous Materials, Pollution Prevention, and Solid Waste
A general review to determine the likelihood of encountering land that may contain hazardous substances or may be contaminated will be undertaken. Airport development projects do not normally have any direct relationship to solid waste collection, control, or disposal other than that associated with construction itself. A preliminary review will indicate if the projected quantity or type of solid waste generated by, or method of collection or disposal of waste related to, the proposed action will be appreciably different than would be the case today.

Historic, Architectural, Archeological, and Cultural Resources
The CONSULTANT will conduct an investigation to determine if the proposed action will have an effect upon any properties in, or eligible for inclusion in, the National

Register of Historic Places, and whether there is any reason to believe that significant scientific, prehistoric, historic, archaeological, or paleontological resources would be lost or destroyed as a result of the proposed action. In compliance with Section 106 of the National Historic Preservation Act, the CONSULTANT will prepare documentation for the FAA to use to determine if any effects will occur and to consult with the Arizona State Historic Preservation Officer (SHPO).

Light Emissions & Visual Impacts
Consideration will be given as to the extent to which any lighting or visual impacts associated with the proposed action will create an annoyance among people in the vicinity of the Airport.

Natural Resources, Energy Supply, and Sustainable Design
Energy requirements associated with the proposed action include assessing the following impacts:

- Those which relate to changed demands for stationary facilities (*e.g.,* airfield lighting and terminal building heating). Any major changes in stationary facilities' demands, which would have a measurable effect on local supplies, will be identified; and
- Those which involve the movement of air and ground vehicles.

Noise
Noise data contained in the ongoing Airport Master Plan will be used as part of this EA. The Master Plan included existing noise contours.

Due to the extension of the runway the development of noise contours will most likely be required by the FAA. Noise contours will be completed using the latest version of the Integrated Noise Model (INM) version 7.0, as required by the FAA. Noise exposure at PRC would be presented in terms of the average annual Day-Night Sound Level (DNL) for existing and future conditions.

Secondary (Induced) Impacts
The potential of the proposed action for induced or secondary impacts on surrounding communities will be identified. The EA will describe in general terms such factors as shifts in patterns of population movement and growth, public service demands, and changes in business and economic activity to the extent influenced by development.

Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks
This section of the EA will consider the magnitude of potential economic and social impacts associated with the proposed action. The effect of the proposed action upon the social and community aspects of the area will be described in terms of the numbers of people and businesses affected and available forms of relocation assistance. Road closures and surface transportation disruptions will be identified and described, as appropriate. Environmental justice is concerned with a variety of public policy efforts to

ensure that adverse human health or environmental effects of governmental activities do not fall disproportionately upon minority populations and low-income populations. In the realm of aviation, environmental justice means that transportation system changes, such as runway extensions, are studied carefully to determine the nature, extent, and incidence of probable impacts, both favorable and adverse. The EA will also identify and assess environmental health risks and safety risks of the proposed action that may disproportionately affect children.

Water Quality
The potential effects of the proposed action on water quality will be discussed. The following factors will be considered:

- Erosion controls to prevent siltation;
- Designs to preserve existing drainage or to minimize dredge and fill;
- Location with regard to an aquifer or sensitive ecological areas, such as wetlands; and
- Impacts to the Prescott Active Management Area and Granite Creek.

Measures to minimize water pollution and run-off effects will be identified to demonstrate that State water quality standards, as well as federal and local requirements, can be met.

Wetlands
Wetlands exist within the project limits, and as a result wetlands delineation will be conducted by a qualified professional in accordance with the *1987 U.S. Army Corps of Engineers Wetlands Delineation Manual.* This will include consultation with the United States Army Corps of Engineers to verify the wetlands delineation and report preparation are conducted to ensure consistency with appropriate regulations and standards. The EA will use the wetlands delineation to assess potential impacts to these resources. A conceptual mitigation plan will be prepared (if needed) that will include preliminary engineering, but the scope of work does not include preparation of a final mitigation plan or final design of that mitigation.

Wild and Scenic Rivers
The U.S. Department of the Interior will be contacted to determine the presence or absence of Wild and Scenic Rivers that could be affected by the proposed action. If necessary, potential impacts will be identified and mitigation measures will be recommended.

Other Considerations
This part of the EA will discuss whether the proposed action is likely to be highly controversial on environmental grounds; is likely to be inconsistent with any federal, state, or local law or administrative determination relating to the environment; and is reasonably consistent with plans, goals, policies, or controls that have been adopted for the area in which the Airport is located.

Cumulative Impacts
CEQ Regulation 1500.7 states that "cumulative impact" is the impact on the environment which results from the incremental impact of an action when added to other past, present, and reasonably foreseeable future actions, regardless of what agency or person undertakes such other actions. Cumulative impacts are defined as existing or baseline (no build) impacts on the environment, plus the incremental direct effect of the proposed action, plus the indirect/secondary impacts of the proposed action. These will be assessed to determine the environment's ability to sustain such impacts.

Anticipated Permits or Approvals

All required permits for the proposed action will be identified.

Mitigation

Mitigation measures that will need to be taken to avoid or minimize significant impacts on a particular resource will be identified. Any impacts that cannot be mitigated, or that cannot be mitigated below the threshold of significance identified in FAA Order 1050.1E, will be discussed. Final mitigation (i.e., design) plans are ***not*** included as part of this Scope of Services.

Specialists

Due to the unique and sensitive nature of the surrounding environment close to the airport, the following specialists will be retained to assist and provide recommendations to the CONSULTANT throughout the environmental process:

- Archaeological, Biological, and Cultural Resources Expert
- Wetland Delineation Specialist
- Architectural Historian

Advisory Committee/Public Involvement

Once the Notice to Proceed has been granted an Advisory Committee will be formed with the assistance of the SPONSOR. The Advisory Committee will be comprised of airport users, surrounding community representatives, and airport tenants. Three meetings will be scheduled with the SPONSOR and Advisory Committee during the assessment process. The first will be at the beginning of the project during the project scooping process, the second will be once the full range of alternatives have been developed, the third will be once the potential environmental impacts have been determined. The final meeting will coincide with a public information workshop and hearing if requested in accordance with 1050.1E. The Federal Aviation Administration (FAA) and the State Department of Transportation will be notified and invited to meetings for coordination and comments.

Report Preparation

A concise EA will be prepared to include a discussion of the purpose and need for the proposed action a description of the environmental setting and development alternatives, environmental consequences, and minimization of unavoidable impacts.

The Draft Environmental Assessment (DEA) will be forwarded to the SPONSOR for review and comment (15 day comment period). Once SPONSOR comments have been incorporated the DEA will then be forwarded to the FAA for review and comment (30 day comment period).

A total of 15 copies of the Draft Environmental Assessment (DEA) and 15 copies of the Final Environmental Assessment (FEA) document will be distributed. The distribution list will include the SPONSOR, the FAA, the State Department of Transportation, and other regulatory agencies.

Additionally, copies of the FEA will be made available in print form at various public locations and will also be posted on the CONSULTANT's ftp server in PDF format for access by the public and agencies.

Schedule

The CONSULTANT agrees to complete the work identified herein in a manner satisfactory to the SPONSOR within twelve months after receiving a written Notice to Proceed from the SPONSOR, or within such extended periods as are agreed to by the SPONSOR.

Assumptions made by the CONSULTANT and agreed to by the SPONSOR:

- If additional meetings require attendance by the CONSULTANT, and the FAA subsequently approves the CONSULTANT's attendance, it is agreed that this is additional work and that, if necessary, a supplemental agreement will be executed by the SPONSOR.

- The CONSULTANT will endeavor to complete the EA Scope of Work identified herein within twelve (12) months after receiving the written Notice to Proceed. However, if circumstances beyond the control of the CONSULTANT (including but not limited to, review by involved governmental agencies) prevent the CONSULTANT from completing the work within the agreed upon time frame, then the CONSULTANT may request an extension of time to complete the work and may be entitled to additional compensation based on remaining effort anticipated and agreed to in advance by the SPONSOR and FAA.

- The CONSULTANT fees associated with the work assumes that an Environmental Impact Statement (EIS) will not be necessary.

EXHIBIT B

C&S COMPANIES

ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" PLANNING PHASE

PROJECT NAME: Prescott Municipal Airport Environmental Services
PROJ DESCRIPTION NEPA Document Preparation

CLIENT: City of Prescott
CLIENT MANAGER: Ralph Redman

DATE: 09-Apr-09
A/E: C & S ENGINEERS, INC.
PROJECT NO: G27002001
C&S CONTACT: Ben Vardiman

I. DIRECT SALARY COSTS:

	TITLE	MAXIMUM RATE OF PAY ($/HR)	AVERAGE RATE OF PAY ($/HR)	@	HOURS		COST
A.	SERVICE GROUP MANAGER	$83.60	$83.60	X	20	=	$1,672.00
B.	DEPARTMENT MANAGER	$66.50	$50.70	X	0	=	$0.00
C.	MANAGING ENGINEER	$47.80	$46.30	X	0	=	$0.00
D.	CHIEF ENGINEER	$47.30	$45.20	X	0	=	$0.00
E.	SENIOR PROJECT ENGINEER	$41.81	$41.81	X	16	=	$669.00
F.	PROJECT ENGINEER	$40.00	$34.10	X	0	=	$0.00
G.	ENGINEER	$35.80	$33.20	X	0	=	$0.00
H.	STAFF ENGINEER	$29.80	$25.90	X	0	=	$0.00
I.	SENIOR DESIGNER	$35.80	$30.90	X	84	=	$2,596.00
J.	GIS ANALYST	$30.10	$30.10	X	40	=	$1,204.00
K.	CADD OPERATOR	$21.30	$19.60	X	0	=	$0.00
L.	ADMINISTRATIVE ASSISTANT	$21.74	$21.74	X	64	=	$1,391.00
M.	GRANTS ADMINISTRATOR	$35.30	$31.70	X	0	=	$0.00
N.	MANAGER AIRPORT PLANNING	$53.30	$51.20	X	92	=	$4,710.00
O.	SENIOR PLANNER	$51.84	$51.84	X	0	=	$0.00
P.	PLANNER	$36.79	$36.79	X	376	=	$13,833.00
Q.	STAFF PLANNER	$28.70	$26.50	X	0	=	$0.00
R.	SENIOR PROJECT ARCHITECT	$39.20	$36.10	X	0	=	$0.00
S.	PROJECT ARCHITECT	$33.10	$31.40	X	0	=	$0.00
T.	MANAGING GEOLOGIST (SOILS ENG)	$50.10	$47.90	X	0	=	$0.00
U.	GEOLOGIST	$24.00	$22.60	X	0	=	$0.00
V.	ENVIRONMENTAL SCIENTIST	$30.90	$27.10	X	0	=	$0.00
W.	SENIOR CONSTRUCTION SUPERVISOR	$59.50	$57.30	X	0	=	$0.00
X.	CONSTRUCTION SUPERVISOR	$47.80	$46.30	X	0	=	$0.00
Y.	RESIDENT ENGINEER	$41.80	$39.80	X	0	=	$0.00
Z.	CHIEF INSPECTOR	$33.10	$31.40	X	0	=	$0.00
AA.	SENIOR INSPECTOR	$29.50	$25.40	X	0	=	$0.00
BB.	INSPECTOR	$29.80	$26.50	X	0	=	$0.00
CC.	JUNIOR INSPECTOR	$18.80	$17.60	X	0	=	$0.00
DD.	SENIOR TECHNICAL ADMINISTRATOR	$28.10	$26.50	X	0	=	$0.00
EE.	PARTY CHIEF	$51.30	$49.10	X	0	=	$0.00
FF.	SURVEYOR I	$48.40	$46.20	X	0	=	$0.00
GG.	SURVEYOR II	$48.40	$46.20	X	0	=	$0.00
			TOTAL ESTIMATED DIRECT SALARY COST:				$26,075.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE OF DIRECT SALARY COST): 160.00% $41,720.00

III. SUBTOTAL OF ITEMS I & II: $67,795.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, RENTAL CAR:								
		3	TRIPS @	0	MILES/TRIP @	$120.000	=	$360.00	
B.	TRAVEL, BY AIR:								
		3	TRIPS @	2	PERSONS @	$300.00	=	$1,800.00	
C.	PER DIEM:								
		3	DAYS @	2	PERSONS @	$109.00	=	$654.00	
D.	LEGAL STENOGRAPHER:						=	$300.00	
E.	MISCELLANEOUS:						=	$500.00	
					TOTAL ESTIMATE OF DIRECT EXPENSES:				$3,614.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	$10,169.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	$542.00
	TOTAL FIXED FEE:			$10,711.00

VI. SUBCONTRACTS:

A.	SBO - Ryden Architects	$9,790.00
B.	SBO - EnviroSystems Management	$27,245.00
C.	SBO - RS&H	$91,170.00

VII. TOTALS:

A.	**ESTIMATE OF MAXIMUM TOTAL COST FOR PLANNING SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:**	**$210,325.00**

I-N

COUNCIL AGENDA MEMO 07/07/09 & 07/14/09	
DEPARTMENT: Community Development	
AGENDA ITEM: Adoption of Resolution No. 3973-1004 approving an Animal Sheltering Service Agreement with Yavapai Humane Society	
Approved By:	**Date:**
Department Head: Tom Guice	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood Craig McDonald for	7-1-09

Update to June 16, 2009, Council Discussion

Two changes have been made to the proposed contract: Yavapai Humane Society (YHS) will present annual reports to the City Council regarding services provided during the contract period; and the contract will not automatically renew at the end of the first two years. After this initial term, the contract will be brought back for Council to determine whether to renew the contract, or to go out for proposals or new professional services.

Background

During the past year staff has worked with the Yavapai Humane Society regarding the possibility of entering into a service contract whereby YHS would assume all duties pertaining to the housing, care, adoption, disposition and return of unwanted, lost and aggressive dogs. Upon approval of the attached agreement, City personnel will no longer perform these animal care services.

The proposed contract is for an initial two (2) year duration, and may be renewed on a year-to-year basis thereafter. The cost for services is $49,334 per year, to be paid at $4,111 per month. Each party has the ability to terminate the contract with 90 days written notice. YHS will comply with all state and local laws pertaining to care and disposition of animals; and will provide monthly reports to the City identifying the number of animals taken in and their disposition.

As part of the contract YHS will assume operation and maintenance of the Prescott Animal Control facility. This facility will be used by YHS as the intake location for all animals. The YHS building located next door will be utilized as the primary adoption center. One of the benefits of entering into this contract is that the public will no longer have to visit the City's current animal control facility to adopt dogs, instead it will be used by YHS as the "intake" facility for all animals. Those animals suitable for adoption will be housed in the Humane Society's building.

Agenda Item: Adoption of Resolution No. 3973-1004 approving an Animal Sheltering Service Agreement with Yavapai Humane Society

Previous City Council Action

The City has a longstanding relationship with YHS. In the early 1970s, the City granted to YHS use of the property on which their Sundog facility is located. At that time the City agreed to allow YHS to use the property until such time as YHS ceases operations at the site, after which the use/ownership of the property would revert back to the City.

Benefits

YHS and the City currently duplicate services in facilities that are literally next door to each other. By eliminating redundant services, YHS and the City are able to achieve an economy of scale. YHS maintains a positive public image and is widely considered a humane service provider. The City contracting with YHS may be considered by the public as a more humane way of conducting the business of animal control.

The existing contract between the City and the Town of Prescott Valley and Yavapai County terminated on June 30, 2009. Consistent with regional cooperation and the elimination of duplicate services for efficiency, Prescott Valley and the County have now contracted with YHS for animal care services.

The budgetary savings realized by the City entering into this contract include a reduction in full-time staff. During the first year, the Animal Control Division will be reduced from 5 to 3 full-time control officers.

Attachments
- Resolution No. 3973-1004
- Animal Sheltering Service Agreement

Recommended action: **MOVE** to adopt Resolution No. 3973-1004.

RESOLUTION NO. 3973-1004

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 SHELTERING SERVICE AGREEMENT WITH YAVAPAI HUMANE SOCIETY, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, stray animals in the City of Prescott represent a public health, safety and welfare risk to the peace and quiet enjoyment of private property; and

WHEREAS, stray animals represent a public health, safety and welfare risk to the citizenry who may come into contact with them; and

WHEREAS, the risk of physical contact with such stay animals includes potential of spread of diseases like rabies; and

WHEREAS, the City of Prescott (hereinafter referred to as "City") is authorized to control stray animals under A.R.S. Sections 9-499.04 and 9-240(16); and

WHEREAS, the City is desirous of contracting animal shelter services in connection with the exercise of its animal control function; and

WHEREAS, the Yavapai County Humane Society has offered to provide personnel to operate City-owned facilities for animal shelter and animal control purposes; and

WHEREAS, the Yavapai Humane Society has professional expertise in providing Animal Sheltering Services;

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 Animal Sheltering Services Agreement attached hereto as Exhibit "1."

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

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

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

GARY D. KIDD, City Attorney

EXHIBIT '1'

ANIMAL SHELTERING
SERVICE AGREEMENT

WHEREAS, Stray animals in the City of Prescott represent a public health, safety and welfare risk to the peace and quiet enjoyment of private property; and,

WHEREAS, Stray animals represent a public health, safety and welfare risk to the citizenry who may come into contact with them; and,

WHEREAS, The risk of physical contact with such stay animals include potential of spread of diseases like rabies; and,

WHEREAS, The City of Prescott (hereinafter referred to as "City") is authorized to control stray animals under A.R.S. Sections 9-499.04 and 9-240(16); and,

WHEREAS, The City is desirous of contracting animal shelter services in connection with the exercise of its animal control function; and,

WHEREAS, The Yavapai County Humane Society (hereinafter referred to as "YHS") has offered to provide personnel to operate City-owned facilities for animal shelter and animal control purposes; and,

WHEREAS, YHS has professional expertise in providing Animal Sheltering Services;

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

1. YHS shall provide those services to the City as more particularly identified in the attached Exhibit "A" which is incorporated into this Agreement.

2. In addition to those services identified in the attached Exhibit "A", YHS shall also perform all subordinate tasks not specifically referenced in Exhibit "A", but necessary to the full and effective performance of the tasks specifically referenced. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control.

3 YHS shall provide sufficient qualified personnel to perform any and all services as required herein; including, but not limited to preparation of reports, as reasonably requested by representatives of the City. YHS shall annually provide to the City all records kept from the prior fiscal year.

4. (A) The term of this agreement shall be from July 1, 2009 to June 30, 2011. All services identified in Paragraphs 1, 2, 3 and Exhibit A shall be completed to the satisfaction of the City.

(B) ~~The parties may, by mutual consent, extend this contract under the same terms and conditions as contained herein without Council action, through the City Manager, or the City Manager's duly designated appointee~~. It shall be the Council's determination whether to renew the contract at the end of the first two years, or to go out for proposals, or to go out for new professional services at the end of the first two years.

(C) Notwithstanding the foregoing, this Agreement may be terminated by the City or YHS upon ninety (90) days written notice, with or without cause. If this Agreement is terminated, YHS shall be paid for services performed up to the date of termination.

5. To allow for the performance of the services to be provided, YHS shall be permitted to use the structure and premises known as Prescott Animal Control located at 1605 Sundog Ranch Rd. Any upgrades to the facility made by YHS will become the property of the City at the end of contract period.

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

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

City of Prescott
City Manager
PO Box 2059
Prescott, AZ 86302-2059

With copies to:

City of Prescott
Purchasing Manager
PO Box 2059
Prescott, AZ 86302-2059

Contractor:

Duane Adams, Exec. Director
Yavapai County Humane Society
1625 Sundog Ranch Rd.
Prescott, AZ 86301

8. It is expressly agreed and understood by and between the parties that YHS is an independent contractor, and as such YHS shall not become a City employee, and is not entitled

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

9. This Agreement is non-assignable by YHS.

10. (A) The City shall pay to YHS a total sum of $49,334 per year for the complete performance of all services specified in Sections 1, 2, 3 and Exhibit A of this Agreement. Payment shall be made in the amount of $4,111 per month.

(B) YHS shall bill the City and the City shall pay such billings within thirty (30) days of the date of their receipt.

(C) Payment of the total amount provided for under Section 10(A) shall not relieve YHS of its obligation to complete the performance of all those services specified. Should the City request in writing additional services beyond that specified then YHS shall charge and City shall pay a mutually agreed to fee.

(D) Prior to the final payment to YHS, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from YHS, and shall apply to those monies to the appropriate account. YHS shall provide to the City any information necessary to determine the total amount(s) due.

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

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

13. This Agreement and Exhibit "A" represents the entire and integrated Agreement between the City and YHS and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and YHS. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

14. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or

more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

15. YHS shall, within ten (10) calendar days after the execution of the Agreement and before awarding any subcontract, furnish the City with a list of proposed subcontractors, and shall not employ any that the City may object to as incompetent or unfit.

16. YHS hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits to the fullest extent allowed by law as a result of YHS's negligent participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the undersigned or his/her agents. The City hereby agrees to indemnify and hold harmless YHS, its departments, divisions, employees and agents, from any and all claims, liabilities, expenses or lawsuits to the fullest extent allowed by law as a result of the City's negligent participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the undersigned or his/her agents.

17. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

18. YHS shall obtain and maintain in effect during the term of, and until final acceptance of all work under, this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by YHS. YHS's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with YHS's insurance.

19. YHS agrees to make annual reports to City Council regarding activities performed under this contract.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

MINIMUM SCOPE AND LIMITS OF INSURANCE -- YHS shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Policy shall included bodily injury, property damage, and broad form contractual liability.

- General Aggregate - $2,000,000
- Products – Completed Operation Aggregate - $1,000,000
- Personal and Advertising Injury - $1,000,000
- Each Occurrence - $1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of YHS, including completed operations."

2. Automobile Liability – Bodily injury and property damage for an owned, hired, and non-owned vehicles used in performance of this contract.

Combined Single Limits (CSL) - $1,000,000

3. Worker's Compensation and Employer's Liability
   Worker's Compensation - Statutory
   Employer's Liability – Each Accident - $100,000
   Disease – Each Employee - $100,000
   Disease – Policy Limit - $500,000
   Policy shall contain a waiver of subrogation against the City of Prescott.

(A) YHS shall place Insurance with a current A.M. Best's rating of no less than A-VII, unless otherwise approved in writing by the City of Prescott. YHS shall place General Liability, Automobile Liability, and Worker's Compensation insurance with an insurer admitted in the State in which operations are taking place.

(B) YHS shall furnish the City of Prescott with copies of the original endorsements affecting the coverage required by this specification. YHS shall also provide the City with certificates of insurance for all required coverages. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Prescott shall approve all certificates/endorsements before the work (Agreement) commences.

(C) All insurance and bonds required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

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

20. YHS, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. YHS will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 99-4.

21. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. YHS further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. YHS further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

22. YHS understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: YHS must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees." Under the provisions of A.R.S. §41-4401, YHS hereby warrants to the City that YHS and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty).

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

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

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

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

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

The signatories to this Agreement have authority to bind their respective organizations.

DATED this ___day of _____, 2009.

_____
JACK D. WILSON, Mayor

ATTEST:

_____
ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

_____
GARY D. KIDD, City Attorney

Signed this ____day of _____, 2009.

By: _____
Duane Adams, Executive Director
Yavapai Humane Society

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this ____day of _____, 2009, by Duane Adams, Executive Director, Yavapai Humane Society, 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.

[Seal]

_____
Notary Public

EXHIBIT 'A'

YHS will maintain and operate the City animal control shelter. YHS will pay the utility bills for operation of the building and provide daily routine maintenance to the building and the grounds.

YHS will receive and care for unwanted and stray animals from the Prescott community, including impound animals involved in bite cases, when necessary, and humanely euthanize animals not claimed or adopted, or as ordered by a court.

YHS agrees to provide appropriate care and housing (as defined by ARS 11-1021) for all stray dogs for a period of 72 hours (as defined by ARS 11-1013) unless reclaimed by its owners.

YHS agrees to provide confinement and quarantine (per ARS 11-1014) for any animal that has bitten.

YHS agrees to provide adequate space in the building for necessary biological testing, sampling, quarantine and autopsy.

YHS agrees to determine the most humane disposition for any animal not reclaimed by its owner and final disposition of all animals. City reserves a general right to appear without notice from time to time and inspect YHS's work in performance of duties under this agreement.

YHS agrees to collect all fees imposed by City ordinances including, but not limited to, license fee, room and board fees for animals held at the shelter, redemption fees, and YHS shall remit said fees to the City on a monthly basis. (This does not include any applicable boarding fees paid directly to YHS).

YHS will keep and maintain records of all animals brought to the shelter and provide monthly reports to the City. Reports to include:

The number of animals brought in by the City's Animal Control Officers.
The description of the animal, by license number, if available.
The name of Animal Control Officer,
The Date of Admission and Date of Discharge,
The disposition of the animal (i.e., euthanized, picked up by the owners, etc.)
The redemption, license and rabies vaccination fees collected, and
The number of animals brought in by the residents in the City.

The City of Prescott agrees to:

- Patrol and enforce all State and City ordinances.
- Deliver all stray dogs to the City-owned, YHS-managed facility.
- Be responsible for any after-hour emergency care for animals picked up by City Animal Control Officers. Normal hours of operation will be 8:00 a.m. to 5:00 p.m. Monday through Friday, exclusive of statutory holidays and those holidays honored by the City of Prescott.
- Release any stray dog or cat not reclaimed by its owner within the stray hold time to YHS for final disposition.

I-O

COUNCIL AGENDA MEMO – (July 7/July 14, 2009)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Robert Thomas Pike Applicant for Piper Premium Beverages for a Series 04, Wholesaler, license for Piper Premium Beverages located at 697 Sixth Street #104

Approved By:	**Date:**
Department Head: Elizabeth A. Burke	**7/14/2009**
Finance Director: Mark Woodfill	
City Manager: Steve Norwood SNorwood	06/29/09

A Liquor License Application, City No. 09-144, State No. 04133012, has been received from Robert Thomas Pike, Applicant for Piper Premium Beverages, LLC, for a Series 04, Wholesaler, License for **Piper Premium Beverages** located at 697 Sixth Street #104.

The public hearing will be held at the Regular Council Meeting of Tuesday, July 14, 2009. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

Recommended Action: (1) **MOVE** to close the Public Hearing. (2) **MOVE** to approve/deny State Liquor License Application No. 04133012, for a new Series 04, Wholesaler for Robert Thomas Pike, Applicant for Piper Premium Beverages, at 697 Sixth Street #104.

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.

2. The number and series of licenses in close proximity.

3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.

4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.

5. Residential and commercial population density in close proximity.

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.

7. Effect on vehicular traffic in close proximity.

8. The compatibility of the proposed business with other activity in close proximity.

9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.

10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.

11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

12. Proximity to licensed childcare facilities as defined by A.R.S. § 36-881.

Historical Note

Former Rule 2; Former Section R4-15-02 renumbered as Section R4-15-102 without change effective October 8, 1982 (Supp. 82-5). Repealed effective July 11, 1983 (Supp. 83-4). New Section adopted effective March 3, 1993 (Supp. 93-1). R19-1-102 recodified from R4-15-102 (Supp. 95-1). Amended by final rulemaking at 11 A.A.R. 5119, effective January 9, 2006 (Supp. 05-4).

Editor's Note: The following Section was amended under an exemption from the Arizona Administrative Procedure Act (A.R.S. Title 41, Chapter 6) pursuant to Laws 1996, Ch. 307 § 18. Although exempt from certain provisions of the rulemaking process, the Department was required to provide for reasonable notice and hearing. This Section was not reviewed by the Governor's Regulatory Review Council; and the Department did not submit notice of proposed rulemaking to the Secretary of State for publication in the Arizona Administrative Register (Supp

ARIZONA STATE LIQUOR LICENSES
TYPES / PURPOSES
AS OF 04/07

License Types: Series 01 In-State Producer's License

Allows an in-state producer to produce or manufacture spirituous liquor and sell the product to a licensed wholesaler.

License Types: Series 02 Out-of-State Producer's License

Allows an out-of-state producer, exporter, importer or rectifier to ship spirituous liquor into the state to a licensed Arizona wholesaler.

License Types: Series 03 Domestic Microbrewery License

Allows the licensee of a microbrewery to manufacture or produce not less than 5,000 gallons of beer in each calendar year following the first year of operation and not more than 620,000 gallons of beer in a calendar year.

License Types: Series 04 Wholesaler's License

Allows a wholesaler to warehouse and distribute for sale, spirituous liquor to a licensed retailer.

License Types: Series 05 Government License

Allows the holder of a government license to sell and serve spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town or state university whose governing body has authorized its use.

License Types: Series 06 Bar License – Transferable

Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

License Types: Series 07 Beer and Wine Bar License - Transferable

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

License Types: Series 08 Conveyance License (Airplanes, Trains, and Boats)

Allows the owner or lessee of an operating airline, railroad or boat to sell all spirituous liquors in individual portions or in original containers for consumption *only* on the plane, train or boat.

License Types: Series 09 Liquor Store License (All spirituous liquors) - Transferable

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

License Types: Series 11 Hotel/Motel License (with Restaurant)

Allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises.

License Types: Series 12 Restaurant License

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

License Types: Series 13 Domestic Farm Winery License

Allows a domestic farm winery licensee to manufacture or produce more than two hundred (200) gallons, but less than seventy-five thousand (75,000) gallons of wine annually, from grapes or other agricultural products, of which at least seventy-five percent (75%) are grown in this state.

License Types: Series 14 Club License

Allows the holder of a club license to sell and serve spirituous liquor for consumption only on the premises owned, leased or occupied by the club, and only to bona fide members of the club and their guests.

License Types: Series 15 Special Event License

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Non-transferable License Types: Series 16 Wine Festival/Wine Fair License (Temporary)

1. Wine festival license: Allows a licensed domestic farm winery to serve samples of its products on the wine festival premises and the sale of such products in original containers for consumption off the wine festival premises.

2. Wine fair license: Allows a licensed domestic farm winery to serve samples of its products at a sanctioned county or state fair, and the sale of such products in original containers for consumption off the fair premises.

License Types: Series 17 Direct Shipment License

Allows an out-of-state producer, exporter, importer, or rectifier to take orders from retail customers by telephone, mail, catalog or the Internet. The orders must be shipped into the state to a licensed Arizona wholesaler. The wholesaler must sell the product to a licensed retailer. The retailer will deliver the spirituous liquor to the customer.