



PRESCOTT CITY COUNCIL JOINT SPECIAL MEETING/ STUDY SESSION AGENDA

**PRESCOTT CITY COUNCIL
JOINT SPECIAL MEETING/STUDY SESSION
TUESDAY, AUGUST 4, 2009
3:00 P.M.**

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

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Reverend Julia McKenna, Spiritual Architect
- ◆ **PLEDGE OF ALLEGIANCE:** Mayor Wilson
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Wilson

Councilman Bell

Councilman Lamerson

Councilwoman Lopas

Councilman Luzius

Councilman Roecker

Councilwoman Suttles

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

SPECIAL MEETING

1. [Adoption of Resolution No. 3983-1010 - A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to submit an application to apply for a Transportation Enhancement Program Sponsorship to the Federal Highway Administration through submittal to the Arizona Department of Transportation \(ADOT\) on behalf of Prescott Alternative Transportation for a proposed Gurley Street Roadway Project and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.](#)
2. Adjournment

STUDY SESSION

I. PRESENTATION

- A. Update on Willow and Watson Lakes - expansion of recreational activities.
 - 1. Progress on upcoming Fisheries Management Plan being prepared by Arizona Game & Fish Department, and associated benefits (and possible revenues).
 - 2. Planned off-season upgrades to Watson Lake Park (i.e., campground, turf, etc.).
 - 3. Increased marketing for Willow Lake.

II. DISCUSSION ITEMS

- A. Acceptance of a Federal Aviation Administration Grant in the amount of \$23,750.00 and approval of a Contract Amendment with the Louis Berger Group in the amount of \$25,000.00 (\$1,250.00 City Share) for additional work performed on the Airport Master Plan at Ernest A. Love Field.
- B. Approval of Amendment One to Contract No. 2009-114 with TransitPlus for Central Yavapai Metropolitan Planning Organization (CYMPO) FTA Grant Management Services, in an amount not to exceed \$15,000.00.
- C. Resolution No. 3985-1012 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing amendments to lease agreements with Texas Telecommunications LP (Sprint) and A&T& for communication sites located at the Indian Hill Water Tank site.
- D. Granite Haven Property:
 - 1. Adoption of Resolution No. 3984-1011 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, for acceptance of donation of real property from Granite Haven LLC and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
 - 2. Adoption of Ordinance No. 4713-1010 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting title to real property known as the Granite Haven LLC property located in the Granite Dells, and authorizing the Mayor and staff to execute any and all documents to effectuate said purchase.

E. Gardner Property:

1. Adoption of Resolution No. 3986-1013 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, for acceptance of donation of real property from Joseph and Barbara Gardner and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
2. Adoption of Ordinance No. 4714-1011 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting title to real property known as the Gardner property located in the Thumb Butte Area, and authorizing the Mayor and staff to execute any and all documents to effectuate said purchase.

- F. Approval of minutes of the Prescott City Council Public Joint Regular Voting/Special Meeting of July 28, 2009 and the Joint Special Meeting/Study Session of August 4, 2009.
- G. Selection of items to be placed on the Regular Voting Meeting Agenda of August 11, 2009.

III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, City Clerk

COUNCIL AGENDA MEMO – 8/04/09

SM-I

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Resolution No. 3983-1010 authorizing submittal of a Transportation Enhancement Program application requested by Prescott Alternative Transportation for East Gurley Street improvements.

Approved By:

Date:

Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>Craig Woodfill for</i>	7-31-09

This supplemental data is presented to provide information on the level of support of property owners and tenants for the potential submittal of an application for a Grant for Gurley Street Improvements.

On Wednesday July 29th and Thursday July 30, 2009, staff attempted to contact by phone and/or in person every property owner or tenant located on Gurley Street from Marina Street to the interchange at SR89/69. This stretch consists of 53 individual parcels, some of which are under common ownership. Whenever possible the property owner was contacted, however, in circumstances where they could not be located the tenant/business owner was surveyed. Each survey participant was provided the following questions and background information:

- Would you support the City submitting an application for a Federal grant which if approved by the State, would fund approximately 94% of the cost for pedestrian and bicycle improvements on Gurley Street from the interchange west to Marina Street?
- The conceptual design is anticipated to include sidewalk improvements, median island installations, benches and trash receptacles and bike lanes. There will be no on street parking lost, no right-of-way changes, no loss of lanes and although lane widths would be reduced they would comply with City standards. This is an application only and if selected by the State would result in meetings with local property owners and tenants to refine the conceptual design.

The following table summarizes the survey results:

TOTAL PROPERTIES	FOR	AGAINST	NO RESPONSE
53	21	9	23

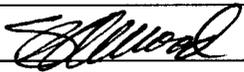
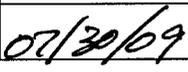
- Of the 9 in objection, 7 listed heavy traffic and/or the roadway being too busy for bike lanes as their reason with 2 providing no reason.
- Of the 21 in support, 5 listed pedestrian and bicycle facility improvements and 2 listed safety improvements as their reason with 12 providing no reason.

Agenda Item: Request for authorization of application for a Transportation Enhancement Program request by Prescott Alternative Transportation for Gurley Street improvements.

The survey provides limited information based on only 57% of the property owners being contacted. The engineering aspects of the proposed concept were discussed previously. However, the decision to proceed with the application submittal becomes a policy determination in light of current economic conditions and community preference.

Recommended Action: MOVE to adopt Resolution No. 3983-1010.

COUNCIL AGENDA MEMO – August 4 & 11 2009
DEPARTMENT: Airport
AGENDA ITEM: Authorization of acceptance of a Federal Aviation Administration Grant in the amount of \$23,750.00 and Authorization of a Contract Amendment in the amount of \$25,000.00 (\$1,250.00 City Share) for additional work performed on the Airport Master Plan at Ernest A. Love Field.

Approved By:	Date:
Department Head: Benjamin Vardiman, ACE, Airport Manager	July 28, 2009
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	07/28/09 

Summary

This item is a request to approve a Federal Aviation Administration Grant in the amount of \$23,750.00 and approve a Contract Amendment with the Louis Berger Group in the amount of \$25,000.00 (\$1,250.00 City Share) for additional work performed on the Airport Master Plan at Ernest A. Love Field.

Background

The Airport Master Plan is a FAA required document for airports which allows for airports to qualify for federal funding under the Airport Improvement Program (AIP) administered by the FAA. The City of Prescott entered into a contract with the Louis Berger Group (Consultant) in June of 2007 for the update of the 1997 Airport Master Plan. As part of the negotiations with the consultant, a certain amount of work for the various tasks was estimated and budgeted. This work was based upon the understood conditions surrounding the airport.

As work started on certain of the tasks by the City and the Consultant during the project issues started to arise with the understood conditions that were utilized for the original budget estimate and additional work was required to be performed. In particular, these are the Baseline Conditions, Exhibit A, and Land Use Planning tasks and the total additional expenses add up to \$25,000.

Specifically, work performed outside of the original budget estimate for these tasks includes:

- **Task 3 Baseline Conditions** – To ensure that all project mapping is in accordance with FAA standards to ultimately secure approval of the ALP, considerable work on the Airport Base Map was required that was not accounted for in the scope or budget. It was originally envisioned that a “clean” base map depicting existing conditions at PRC would be provided to us by the Airport. The base map provided to us by the Airport’s engineer required substantial effort to make ready for use as the base map from which the Airport Layout Plan (ALP) would be generated. Substantial line work in the CADD file was required.
- **Task 6 Land Use Planning** – Multiple sets and iterations not originally anticipated of Airport Land Use Compatibility maps were developed for this task.

Agenda Item: FAA Grant and Contract Amendment for Airport Master Plan.

Considerable GIS resources were used for this effort and the City required extensive coordination not originally budgeted.

- **Task 9 - Exhibit A** – The scope of work assumed one parcel had to be reconciled to bring the Exhibit A into compliance. Upon investigation, upwards of 11 parcels were investigated and documented for reconciliation by the City of Prescott. The FAA has indicated that in order to approve the ALP, all issues related to the proper representation of airport property on the Exhibit A be addressed. Additional work is anticipated on this task following review and comment by the FAA.

The \$25,000 contract amendment (\$1,250 City Share) we are requesting represents \$9,264 in direct labor with a multiplier of 2.7 which was used in the original budget. This total is the product of 348 hours of staff time for three (3) members of consultant staff that contributed to these tasks. These staff members are David Sperling, Stephane Frijia, and Dan Porter. The table below represents the status of each of the tasks outlined above as of July 15, 2009.

Task	Task Completion	DL Budget	DL Spent	Budget Remaining	Hours in Addition to Original Budget
Task 3 - Baseline Conditions	100%	\$3,561	\$9,668	(\$6,107)	80
Task 6 - Land Use Planning	100%	\$3,230	\$9,295	(\$6,065)	80
Task 9 - Airport Layout Plan	85%	\$10,229	\$14,642	(\$4,413)	188
	Total	\$17,020	\$33,605	(\$16,585)	348

Financial Impact

The \$25,000 contract amendment will allow for the completion of the Airport Master Plan and funds will be reallocated from other budgeted grants that will not be received this fiscal year. Acceptance of the \$23,750 FAA grant would cover 95% of the additional labor expended on the project due to originally unforeseen effort required to complete certain tasks. The City submitted a request for additional grant funds for this project in the amount of \$625 dollars from the Arizona Department of Transportation (ADOT) Aeronautics Division which has been denied due to the budget situation of the State Aviation Fund. This means that the City is responsible for covering the remaining 5% (\$1,250.00) of this contract amendment.

Recommended Action: MOVE to accept a Federal Aviation Administration Grant in the amount of \$23,750.00 and approve a Contract Amendment in the amount of \$25,000.00 (\$1,250.00 City Share) for additional work performed on the Airport Master Plan at Ernest A. Love Field and further authorize the Mayor and Staff to take any and all actions necessary to accomplish the above.



U.S. Department
of Transportation

**Federal Aviation
Administration**

GRANT AGREEMENT
Part I - Offer

Date of Offer:

Prescott Municipal Airport/Planning Area

Project No. 3-04-0030-29

TO: **City of Prescott, Arizona**
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 22, 2009**, for a grant of Federal funds for a project at or associated with the **Prescott Municipal Airport/Planning Area** which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Phase 2, Airport Master Plan Update Study, to conduct work efforts within Task 3, Baseline Conditions, Task 6, Land Use Planning and Task 9, Exhibit A

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, **95%** percent of those eligible project costs.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be **\$ 23,750.00**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

<input type="checkbox"/>	\$ 23,750.00	for planning
<input type="checkbox"/>	\$ 0.00	for administrative oversight (sponsor)
<input type="checkbox"/>	\$ 0.00	for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **August 14, 2009** or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. The attached Part V Assurances dated 3-2005, incorporated hereto with the Grant Offer, are hereby made a part hereof.

10. Special Conditions:

- a. **COORDINATION:** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider all Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
- b. **GRANT OFFER BASED ON PRELIMINARY WORK PROGRAM:** It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of the preliminary Work Program as defined in City of Prescott letter dated May 15, 2009; and the parties hereto covenant and agree that the Sponsor shall furnish a revised Work Program to the FAA and that a notice to proceed will not be issued until the revised Work Program has been approved by the FAA.
- c. **EXCESS COST:** It is understood and agreed that notwithstanding that the Application includes therein planning work that the Sponsor has estimated at a total cost of \$25,000.00, the total allowable cost for purposes of determining federal participation shall not exceed \$23,750.00. Any project costs in excess of the federal allowable costs shall be the sole responsibility of the Sponsor.
- d. **DISALLOWED WORK:** It is understood and agreed by and between the parties hereto that notwithstanding the fact that the Project Application includes therein the planning of "additional unanticipated services beyond agreed upon scope of services as defined in city of Prescott letter dated May 15, 2009", said work shall not be a part of this project and, if or to the extent accomplished by the Sponsor, said accomplishment shall be without any participation in the costs thereof by the United States under this project; it is further understood and agreed that, in the event the work which is excluded from the project is accomplished by the Sponsor, the Sponsor shall maintain as a portion of the cost records covering this project, separable cost records pertaining to the above-identified work excluded from Federal participation under this project, which records shall be made available for inspection and audit by the FAA to the end that the cost of the excluded work may be definitely determined.

It is further understood and agreed that, within 30 days of acceptance of this Office, the Sponsor will submit a revised Program Statement/Cost Estimate depicting the excluded costs or a revised Program Statement/ Cost Estimate depicting only those costs eligible for Federal participation in this project.

- e. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Brian Q. Armstrong
Manager, Los Angeles Airport District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 2009

City of Prescott
Name of Sponsor

By: _____
(Sponsor's Designated Official Representative)

(SEAL) Title: _____

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2009

Signature of Sponsor's Attorney

COUNCIL AGENDA MEMO – 8/4 & 8/11/09

DEPARTMENT: City Manager

AGENDA ITEM: Approval of Amendment One to Contract No. 2009-114 with TransitPlus for Central Yavapai Metropolitan Planning Organization (CYMPO) FTA Grant Management Services, in an amount not to exceed \$15,000.00

Approved By:

Date:

Deputy City Manager: Craig McConnell <i>Craig McConnell</i>	7-24-09
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	07/29/09

Background

In January 2009 Contract No. 2009-114, a professional services agreement with Transit Plus, was approved by the City of Prescott on behalf and at the request of CYMPO, in an amount not to exceed \$20,000. The City performs procurement and accounting services to CYMPO according to a Memorandum of Understanding (MOU) between the parties.

While CYMPO anticipated that the amount of \$20,000 would be sufficient to secure services for a duration of approximately twelve (12) months, the funding was utilized more rapidly due to the following: (1) \$7,000 was required for completion of the Transit Implementation Plan (TRIP); (2) formulation of detailed steps and requirements for establishing a General Public Voucher Program; (3) and extensive work with the Federal Transit Administration (FTA) to set up the Transportation Electronic Award Management (TEAM) and Electronic Clearing House Operation (ECHO) systems required to access federal transit funding. The TEAM system is used to process grant applications and submit required reports; the ECHO system to draw down actual grant funds.

In the absence of a Transit Administrator or other in-house CYMPO employee with the extensive training required for the TEAM and ECHO systems, continuation of FTA Section 5307 grant management will be necessary for the next 6 to 9 months, at an estimated cost of approximately \$15,000. As long as CYMPO continues to obligate FTA funding, grant management will be required. TransitPlus has proven to be well versed in this very specialized field, and has performed well for CYMPO.

This contract amendment was approved by the CYMPO Executive Board on July 15, 2009, for forwarding to the City for issuance.

Agenda Item: Approval of Amendment One to Contract No. 2009-114 with TransitPlus for Central Yavapai Metropolitan Planning Organization (CYMPO) FTA Grant Management Services, in an amount not to exceed \$15,000.00

Budget

CYMPO has budgeted for transit grant management services in their FY2010 Unified Planning Work Program, FY10 Budget, and FY10-14 Metropolitan Transportation Improvement Program. Eighty-percent (80%) of the \$15,000 estimated amount of this amendment (\$12,000) is FTA-reimbursable. The required 20% local match (\$3,000) will be split equally among the City of Prescott, Town of Prescott Valley, and Yavapai County. Funding is available for the \$1,000 apportionment to Prescott.

Attachments

- Scope of Work for Amendment No. One
- Scope of Work (Exhibit A) to original Contract No. 2009-114

Recommended Action: **MOVE** to approve Amendment One to Contract No. 2009-114 with TransitPlus, in an amount not to exceed \$15,000.00.

Scope of Work - Amendment One

Scope of Work

2009 FTA Technical Assistance

Purpose

Assist the CYMPO in grant management activities by:

- completing FTA grant management activities (including documentation) and providing technical expertise for all grant management activities;
- assisting CYMPO, through review and guidance, in carrying out FTA funded activities;
- keeping abreast on FTA regulations and ensuring compliance; and
- other tasks as required.

Suzanne O'Neill and Emily Jackson will work closely with CYMPO staff on this project. Suzanne will be responsible for oversight and making sure high quality work is produced on done on-time. Emily will carry-out routine daily functions.

The objective of both the MPO and the Consultant to assure overall FTA compliance, and to monitor FTA regulatory and program activities.

Scope

Task 1. Project Management

- 1.1 Conduct regular communication with CYMPO staff to coordinated the tasks and keep abreast of the progress of the project; submit monthly invoices.

Task 2. Compliance of FTA Grant Activities

- 2.1 For all activities funded with FTA monies, review and provide guidance on how to carry them out so they will comply with FTA requirements. An example is the procurement of vehicles: this includes identifying procurement steps, and reviewing and documenting the procurement and acceptance processes.
- 2.2 Review FTA regulatory documentation and monitor relevant program changes to ensure all grant activities are completed in their entirety and on-time.

- 2.2 Maintain regular communication between the consultant, MPO staff, and FTA Region 9 staff.
- 2.3 Document regulatory and compliance measures and make recommendations to CYMPO as necessary. Identify any additional documentation required so it can be added to the electronic and hard copy files.

Task 3. Monthly Activities

- 3.1 Update project milestones as they are completed. Attach completed documents as needed and submit materials to the TEAM Website.
- 3.2 Complete Financial Status Report and submit supporting documents in the TEAM Website. Send all financial documentation to CYMPO Staff and City of Prescott accounting department before uploading documents to the TEAM site.
- 3.3 Request grant reimbursements in the ECHO-Web system. Ensure all requests are accurate and verify the information entered into the system is consistent with the Financial Status Reports submitted in the TEAM. Document the Message Confirmation Number upon completion of the submittal for referencing the submittal.
- 3.4 Reconcile the grant accounts and keep the CYMPO staff current on the remaining funds available.

Task 4. Assigned Projects

This task includes any additional projects as assigned by CYMPO and may include:

- Assistance with vehicle procurement.
- Assistance with initiation of voucher program (contractual arrangements, notices to vendors, training, etc).
- Providing training to new staff
- Attending FTA training on behalf of CYMPO
- Responses to special activities initiated by FTA
- Completion of project close-out reports

Proposed Budget

Task - For 6 month period	O'Neill \$140	Jackson \$72	Clerical \$60	Total Hours	Total Amount
1 Project Management	3	3	3	9	\$816
2 Compliance of FTA Activities	12	48		60	\$5,136
3 Monthly Activities	12	48		60	\$5,136
4 Assigned Projects	16	14		30	\$3,248
Subtotal Labor	43	113	3	159	\$14,336
Direct Expenses					
Copies and Reproduction					\$100
Travel expenses, as needed					\$500
Mileage -					\$64
TOTAL					\$15,000

Scope of Work - Original Contract No. 2009-114



EXHIBIT A

September 5, 2008

Ms. Jodi Rooney, Administrator
CYMPO
7501 E. Civic Center Circle
Prescott Valley, AZ 86314

RE: PROPOSAL FOR GRANT MANAGEMENT SERVICES

Dear Jodi:

TransitPlus is pleased to submit this proposal for transit grant management services. While a small firm, we have substantial experience in FTA grant preparation, management, and the TEAM system. We are well qualified to complete this work and appreciate the opportunity to submit a proposal.

Suzanne O'Neill and Emily Jackson are proposed to work on this project. While both would be available (so work can be completed in a timely manner and on short notice), Suzanne would be responsible for oversight and making sure everything is done on-time and properly and Emily would carry-out routine functions. Suzanne's billing rate is \$140 per hour and Emily's is \$72 per hour. Our bid price would not exceed a blended rate of \$100 per hour over any given quarter, but the actual rates would be billed. The more work Emily is able to complete, the closer the actual rate would be to her hourly rate.

Suzanne has worked with FTA grants for 30 years, and has a firm grounding in the mechanics and regulatory requirements. Emily has written FTA grants and provided grant management services over the last three years, and has recently completed FTA's two-day Triennial Review training. We have both worked prepared Program Management Plans for the FTA, worked in the TEAM system, and bring experience in financial management. Suzanne has worked with government accounting for many years, including setting up CDOT's grant management system for administering and monitoring grant expenditures and preparing ADOT's most recent program management plan. Emily has done a considerable amount of accounting and financial management over the years.

P.O. Box 637 • Elizabeth, Colorado, 80107 • (303) 646-4319 • FAX: (303) 646 1565

We propose to complete specific tasks upon direction from CYMPO, to be responsible for assuring overall compliance, and to monitor FTA regulatory and program activities and notify CYMPO of important information. We will also monitor ADOT program activities as some FTA dollars flow through the State.

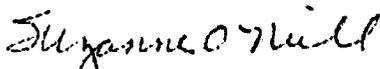
- The specific tasks include monthly activities (updates, monthly reporting, draw-downs, reconciliations, etc. for grant administration), assigned projects such as preparation of a new grant, or reports to CYMPO.
- Assuring compliance includes checking to make sure appropriate systems are in place for FTA activities, documenting this, and recommending any changes needed to CYMPO.
- Monitoring program changes includes reviewing FTA notices, program information, and regulatory information and carrying out any liaison needed with Region 9 staff.

If selected for this project we would take advantage of our next trip to Prescott to review the existing set-up at CYMPO and with the City of Prescott. Two things will continue to occur at the firm's expense: we keep abreast of major FTA initiatives and we attend FTA trainings that occur locally to maintain our skills. Any trips to San Francisco for specific training for CYMPO or to represent CYMPO at a meeting would be charged to the project.

We take pride in doing thorough work yet do have a somewhat minimalist approach to working with the FTA and ADOT. We will identify what is necessary, and carry out these activities well. We will not spend excessive time on activities that will have little benefit to CYMPO. I have a long record with FTA programs and a good eye for what is necessary and important -- and these activities we will be insistent on doing well. There are also a good number of things that may be important for other regions (for example a larger region or one needing to address a specific issue) but not for CYMPO -- and these we recommend not spending time on. Overall I believe you will find our work quality to be high and the number of hours required to complete this work to be competitive.

Thank you for the opportunity to submit this proposal. If you have any questions or would like additional information, please feel free to contact me.

Sincerely


Suzanne O'Neill

Principal

Purpose

Assist the CYMPO in grant management activities by:

- providing technical expertise and guidance for all grant management activities;
- completing all documentation as required by the FTA;
- keeping abreast on FTA regulations and ensuring compliance; and
- other tasks as required.

Suzanne O'Neill and Emily Jackson will work closely with CYMPO staff on this project. Suzanne will be responsible for oversight and making sure high quality work is produced on done on-time. Emily will carry-out routine daily functions.

The objective of both the MPO and the Consultant to assure overall FTA compliance, and to monitor FTA regulatory and program activities.

Scope

Task 1. Project Management

- 1.1 Submit monthly invoices
- 1.2 Conduct regular communication with CYMPO staff to coordinated the tasks and keep abreast of the progress of the project

Task 2. Assuring FTA Compliance

- 2.1 Review FTA regulatory documentation and monitor relevant program changes to ensure all grant activities are completed in their entirety and on-time. Identify any additional documentation required.
- 2.2 Maintain regular communication between the consultant, MPO staff, and FTA Region 9 staff.
- 2.3 Document all necessary regulations and compliance measures and make recommendations to CYMPO as necessary. Provide CYMPO with a comprehensive book detailing all relevant forms and submittals.

Task 3. Monthly Activities

- 3.1 Update project milestones as they are completed. Attach completed documents as needed and submit materials to the TEAM Website.

- 3.2 Complete Financial Status Report and submit supporting documents in the TEAM Website. Send all financial documentation to CYMPO Staff and City of Prescott accounting department before uploading documents to the TEAM site.
- 3.3 Request grant reimbursements in the ECHO-Web system. Ensure all requests are accurate and verify the information entered into the system is consistent with the Financial Status Reports submitted in the TEAM. Document the Message Confirmation Number upon completion of the submittal for referencing the submittal.
- 3.4 Reconcile the grant accounts and keep the CYMPO staff current on the remaining funds available.

Task 4. Assigned Projects

This task includes any additional projects as assigned by CYMPO and may include:

- Contact the FTA to set up the ECHO-Web system access and submit any relevant documentation as necessary
- Preparation of Procurement Policy
- Documenting DBE Procedures
- Reviewing Drug and Alcohol compliance requirements and developing CYMPO's Drug and Alcohol Policy
- Preparation of a new grant
- Completion of project close-out reports

COUNCIL AGENDA MEMO (08/04/09 & 08/11/09)

DEPARTMENT: Community Development

AGENDA ITEM: Resolution No. 3985-1012 Amending Communication Site Leases with Texas Telecommunications LP (Sprint) and AT&T, City Contracts 2000-144 and 2000-146 at the Indian Hill Water Tank Site, located off Country Club Drive.

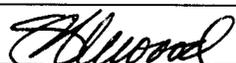
Approved By:

Date:

Department Head: Tom Guice

Finance Director:

City Manager: Steve Norwood



07/30/09

The City has two communication site leases at the Indian Hill Water Tank site. The leases are with Sprint (Texas Telecommunications LP) and AT&T (New Cingular Wireless PCS LLC). A third cell service provider, Verizon (by way of Qwest), has terminated its lease. The original leases were approved in July 2000 by Ordinance No. 4004. Lease Amendments are necessary due to the City's Water System improvements including replacement of the existing water tanks with a larger new tank. The Lease Amendments and the site plan exhibits are consistent with the plans that have been presented through the public review process associated with the Indian Hill Water System Improvements. The current leases allow Sprint and AT&T to have their antennas attached to the tanks and their equipment shelters located on ground areas adjacent to the tanks.

The Lease amendments allow for the following:

1. A temporary location for a "Light Site". A temporary 60' tower, with electronic equipment to be located at the base of the tower for use during water tank demolition and construction.
2. Future construction (to be coordinated with the City's project) of 5 mono poles. The primary mono pole, to be located on the north side of the site will be 60 feet in height. The other four mono poles, 32 feet in height, are to be located on the easterly and westerly sides of the site.
3. Ground Lease areas for each carrier, for equipment shelters. Each ground lease is for a 12 foot by 24 foot area.
4. The amendments provides for an initial term of 10 years with options for 4 additional renewal terms of five years each.
5. The current annual rent is \$14,892.75. Rent increases annually by the Cost of Living Index or 5% which ever is greater. The initial rent in 2000 was \$9,600.00

Redevelopment of this communications site also provides locations for the City's Public Safety Communications equipment and antennas. All communications site development is being and will continue to be coordinated with the City's Public Works Department and Public Safety Officials.

Copies of the original leases were circulated to Council separate from this staff report and the attached Lease Amendments and Resolution.

Recommended Action: MOVE to adopt Resolution No. 3985-1012.

RESOLUTION NO. 3985-1012

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AMENDMENTS TO LEASE AGREEMENTS WITH TEXAS TELECOMMUNICATIONS LP (SPRINT) AND AT&T FOR COMMUNICATION SITES LOCATED AT THE INDIAN HILL WATER TANK SITE

RECITALS:

WHEREAS, the City and Texas Telecommunications LP entered into a Lease Agreement, City Contract No. 2000-144, on July 1, 2000; and

WHEREAS, the City and AT&T entered into a Lease Agreement, City Contract No. 2000-146, on July 1, 2000; and

WHEREAS, the City approved the leases with Texas Telecommunications LP and AT&T by Ordinance No. 4004, Sections 1 and 2 on June 27, 2000; and,

WHEREAS, the City notified Texas Telecommunications LP and AT&T, on August 12, 2008, in accordance with Section 26.1 of the Leases, that removal and relocation of their communications equipment was necessary due to the City's intention to upgrade its water tank facilities at the Indian Hill site; and,

WHEREAS, Texas Telecommunications LP and AT&T, and the City wish to enter into Amendments to the Lease Agreement to redefine the temporary and permanent locations which Texas Telecommunications LP and AT&T may occupy on City owned property, to acknowledge the rental rate, to specify current contact information and to delete non-applicable sections of the Leases.

ENACTMENTS:

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

SECTION 1. That, Amendment No. One to the Lease Agreement, City Contract No. 2000-144 with Texas Telecommunications LP (Sprint), which is attached hereto and is incorporated herein as Exhibit A, is hereby approved.

SECTION 2. That, Amendment No. One to the Lease Agreement, City contract No. 2000-146 with AT&T which is attached hereto and is incorporated herein as Exhibit B, is hereby approved.

SECTION 3. That, the Mayor and Staff are hereby authorized to execute the attached Lease Amendments on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 11th day of August, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'**AMENDMENT NO. ONE TO THE
LEASE AGREEMENT, (CITY CONTRACT NO. 2000-144)
WITH TEXAS TELECOMMUNICATIONS LP**

THIS AGREEMENT ("Agreement"), is entered into this ____ day of _____, 2009, by and between the **CITY OF PRESCOTT**, an Arizona municipal corporation (hereinafter "City") and **TEXAS TELECOMMUNICATIONS L.P.**, a Texas Limited Partnership, (hereinafter "Sprint").

RECITALS:

WHEREAS, the City and Texas Telecommunications LP entered into a Lease Agreement on July 1, 2000 (City Contract No. 2000-144); and

WHEREAS, the City notified Sprint, on August 12, 2008, in accordance with section 26.1 of the Lease, that removal and relocation of Sprints equipment was necessary due to the City's intention to upgrade its water tank facilities at the Indian Hill Water Facilities site and around 1011 Country Club Drive, Prescott, Arizona; and

WHEREAS, the City's Notice to Sprint provided information about Sprint's options for permanent relocation sites, temporary relocation sites and requirements for coordination with the City and other Telecommunication Lessees; and

WHEREAS, Sprint and the City wish to enter into this Amendment No. One to the Lease Agreement to redefine the locations which Sprint may occupy on City owned property, to acknowledge the rental rate, to specify addresses and Sprint contact information and to delete non-applicable sections of the lease; and

WHEREAS, this Amendment No. One to the Lease Agreement amends and supersedes all prior Lease Agreements.

ENACTMENTS:

That the following sections of the Lease Agreement (City Contract No. 2000-144) be amended now to read as follows:

Section 1.5. Property. Space at the City's "Indian Hill Water Tank Site, located at 1011 Country Club Drive for the purposes of locating a Sprint Telecommunications Site. The telecommunications site will include an equipment enclosure, 12 feet by 20 feet, wireless antenna arrays to be mounted upon three separate mono poles, two of the mono poles are 32 feet in height, and the third mono pole is 60 feet in height. Along with right of ingress and egress by way of the existing service road noted as Verde Lane. All shown on the site plan and elevation drawings, dated 2/2/09 attached and incorporated into this Lease Agreement as Exhibits A and B. All construction associated with this telecommunication site is to be performed by Sprint and/or Sprint's Agents. Sprint shall coordinate all planning and construction activities with the City's Public Works' Department and the City's Public Safety Officials and other Telecommunication Lease Holders. The City shall be the sole exclusive owner of the property including but not limited to the land and the structures including the mono poles, which shall be

conveyed to the City by Bill of Sale upon completion of construction. Completion of construction is to be determined by a representative of the City. Sprint shall own the equipment enclosure, antennas, electronic equipment, cables, wires, transmission lines and fixtures. Exhibits A and B also identify the site for the temporary location of telecommunications equipment for use during Water Tank demolition and construction. All temporary equipment is to be removed at such time as the permanent telecommunications site is operable. The City here by leases to Sprint and Sprint leases from the City the foregoing property (as described in Exhibits A and B) under the conditions as set forth herein.

Section 1.7. Term. The initial term of this Lease Amendment No. One shall be ten (10) years beginning upon the commencement date found in Section 1.9 of this Amendment One to the Lease. The term of this lease shall be automatically renewable for four (4) additional terms of five (5) years each following the original term or any renewable term at the annual rental rate as stated in Section 1.10 and otherwise upon the same terms and conditions stated in this Lease, except for adjustments in rent as provided in Section 1.10. If Lessee desires not to extend any subsequent term of the Lease it shall give the Lessor written notice of its intention to not extend the term not less than ninety (90) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term.

Section 1.8. Term. Deleted

Section 1.9. Commencement Date. This Lease Agreement Amendment Number One is dated _____.

Section 1.10. Rent. The initial rent payment pursuant to the Master Lease (No. 2000-146 was \$9600, on July 1, 2000. The rental rate has contractually increased by 5% annually. The 2008 rent payment was \$14,183.96. The 2009 rent payment in the amount of \$14,892.75 is due July 1, 2009. The annual rent payable for each subsequent lease year shall be adjusted up in an amount increased by the Cost of Living Index or five percent (5%), whichever is greater, of the then prevailing annual rent.

Section 1.11. Lessee. TEXAS TELECOMMUNICATIONS L.P., a Texas Limited Partnership

Section 1.13. Lessee's Address:
Sprint Property Services
Sprint Site ID No. PH25AL021
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park Kansas 66251-2650

WITH A COPY TO:
Sprint Law Department
Sprint PCS Real Estate Attorney
Sprint Site ID No. PH25AL021
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park Kansas 66251-2650

Section 2.2. Site Preparation and Construction Fee.
This Section is deleted.

Section 2.3. Option to Extend.

This Section is deleted.

Section 2.4.1 Cable Connections to Tank; Tank Maintenance.

This Section is deleted.

Section 17.3 Termination By Lessor After the first ten (10) year term of this Amended Lease, the Lessor reserves the right to terminate this agreement in the event that the Property is required by the Lessor for municipal purposes. In the event the Lessor intends to terminate the lease for municipal purposes after the expiration of the ten (10) year term, Lessor must notify Lessee in writing to those listed in Section 1.13 of this Amendment No. One to the Lease and in conformance with Section 22 of the Master Lease (2000-146) at least twelve (12) months prior to termination to give the Lessee adequate time for an alternate site. The rent will be prorated for the remaining period.

All other terms and conditions of the previous Lease Agreement (City Contract No. 200-144) shall remain in full force and effect.

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

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

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

[Seal] _____
Notary Public

Signed this ____ day of _____, 2009.

Sprint

By: _____

Name (printed) _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, the _____, of Sprint, 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 (s)he executed it for the purposes therein contained and, that (s)he has the authority to so execute.

[Seal]

Notary Public

EXHIBIT 'B'**AMENDMENT NO. ONE TO THE
LEASE AGREEMENT, (CITY CONTRACT NO. 2000-146)
WITH AT&T WIRELESS**

THIS AGREEMENT ("Agreement"), is entered into this _____ day of _____, 2009, by and between the **CITY OF PRESCOTT**, an Arizona municipal corporation (hereinafter "City") and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability Company, (hereinafter "AT&T").

RECITALS:

WHEREAS, the City and AT&T entered into a Lease Agreement on July 1, 2000 (City Contract No. 2000-146); and

WHEREAS, the City notified AT&T, on August 12, 2008, in accordance with section 26.1 of the Lease, that removal and relocation of AT&T's equipment was necessary due to the City's intention to upgrade it's water tank facilities at the Indian Hill Water Facilities site and around 1011 Country Club Drive, Prescott Arizona; and,

WHEREAS, the City's Notice to AT&T provided information about AT&T's options for permanent relocation sites, temporary relocation sites and requirements for coordination with the City and other Telecommunication Lessees;

WHEREAS, AT&T, and the City wish to enter into this Amendment No. One to the Lease Agreement to redefine the locations which AT&T may occupy on City owned property, to acknowledge the rental rate, to specify addresses and AT&T contact information and to delete non-applicable sections of the Lease; and

WHEREAS, this Amendment No. One to the Lease Agreement amends and supersedes all prior Lease Agreements.

ENACTMENTS:

That the following sections of the Lease Agreement (City Contract No. 2000-146) be amended now to read as follows:

Section 1.5. Property. Space at the City's "Indian Hill Water Tank Site, located at 1011 Country Club Drive for the purposes of locating an AT&T Telecommunications Site including wireless antenna arrays to be mounted upon a mono pole 60 feet in height along with an equipment shelter, 12 feet by 20 feet in size along with right of ingress and egress by way of the existing service road noted as Verde Lane, as shown on the site plan and elevation drawings, dated 2/2/09 attached and incorporated into this Lease Agreement as Exhibits A and B. All construction associated with this telecommunications site is to occur by AT&T and/or AT&T's Agents. AT&T shall coordinate all planning and construction activities with the City's Public Works Department and the City's Public Safety Officials and other Telecommunication Lease Holders. The City shall be the sole exclusive owner of the property including but not limited to the land and the mono pole, which shall be conveyed to the City by Bill of Sale upon completion of construction. Completion of construction is to be determined by a representative of the City. AT&T shall own the antennas, equipment shelter, electronic equipment, cables, wires,

transmission lines and fixtures. Exhibits A and B also identify the site for the temporary location of telecommunications equipment for use during Water Tank demolition and construction. All temporary equipment is to be removed at such time as the permanent telecommunications site is operable. The City hereby leases to AT&T and AT&T leases from the City the forgoing property (as described in Exhibits A and B) under the conditions as set forth herein.

Section 1.7. Term. The initial term of this Lease Agreement Amendment Number One shall be ten (10) years beginning upon the commencement date found in Section 1.9 of this Amendment No. One to the Lease. The term of this lease shall be automatically renewable for four (4) additional terms of five (5) years each following the original term or any renewable term at the annual rental rate as stated in Section 1.10 and otherwise upon the same terms and conditions stated in this lease, except for adjustments in rent as provided in Section 1.10. If Lessee desires not to extend any subsequent term of the Lease it shall give the Lessor written notice of its intention to not extend the term not less than ninety (90) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the current term.

Section 1.8. Term. Deleted

Section 1.9. Commencement Date. This Lease Agreement Amendment Number One is dated _____.

Section 1.10. Rent. The initial rent payment pursuant to the Master Lease (No. 2000-146) was \$9600, on July 1, 2000. The rental rate has contractually increased by 5% annually. The 2008 rent payment was \$14,183.96. The 2009 rent payment in the amount of \$14,892.75 is due July 1, 2009. The annual rent payable for each subsequent lease year shall be adjusted up in an amount increased by the Cost of Living Index or five percent (5%), which ever is greater, of the then prevailing rent.

Section 1.11. Lessee. New Cingular Wireless PCS, LLC

Section 1.13. Lessee's Address:

Cingular Wireless, LLC
Attn: Network Real Estate Administration
Re: Cell Site #PR01, Cell Site Name: Indian Hill Reservoir
Fixed Asset No. 10091265
12555 Cingular Way, suite 1300
Alpharetta, GA 30004

With Copy to:

(For Certified Mail Only)

New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site #PR01, Cell Site Name: Indian Hill Reservoir

Fixed Asset No. 10091265

P.O. Box 97061

Redmond, WA 98073-9761

With Copy to:

(For Overnight Mail Only)

New Cingular Wireless PCS, LLC

Attn: Legal Department

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

[Seal]

Notary Public

Signed this ____ day of _____, 2009.

New Cingular Wireless PCS, LLC,
A Delaware Limited Liability Company
BY: AT&T Mobility Corporation,
A Delaware Corporation, its managing member

By: _____

Name Todd Burres

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Todd Burres, the _____, of New Cingular Wireless PCS, LLC, a Delaware limited liability company, 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

II-D

COUNCIL AGENDA MEMO – (08/04/09 & 08/11/09)

DEPARTMENT: Legal Department

AGENDA ITEM: Formal acceptance of deed and donation for property commonly referred to as the Granite Haven LLC property, located in the Granite Dells, for open space.

Approved By:

Date:

Department Head: Gary D. Kidd	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	07/29/09

Item Summary

Council authorized staff to purchase 5.62 acres of the Granite Haven, LLC property in the Granite Dells for open space purposes. Escrow was established and the necessary conditions to complete the transaction were accomplished on December 31, 2008, including the acceptance of a donation of property valued at \$355,000 from the Seller. An ordinance completing the sale and accepting the deed to the real property is needed to comply with our City Charter. Additionally, we need to account for the transfer between accounts for budget purposes. The attached Resolution does this.

Background

Council by motion agreed to purchase the Granite Dells property and authorized staff to take the necessary steps to complete the purchase of this open space property. As a result, we were able to successfully close escrow and complete the purchase. The sole remaining steps, as required by our City Charter and budget laws, are to acknowledge and accept the donation by resolution and the deed to the property by ordinance.

Attachments

- 1) Deed to 5.62 acres of property in the Granite Dells
- 2) Ordinance No. 4713-1010
- 3) Resolution No. 3984-1011

Recommended Action: (1) **MOVE** to adopt Resolution No. 3984-1011; and (2) **MOVE** to adopt Ordinance No. 4713-1010.

RESOLUTION NO. 3984-1011

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FOR ACCEPTANCE OF DONATION OF REAL PROPERTY FROM GRANITE HAVEN LLC AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott in accordance with this City Resolution wishes to acknowledge on behalf of its citizens its gratitude for the significant donation of property by the Granite Haven LLC, valued in the amount of \$355,000, whose generous gift has significantly contributed to the City's ability to obtain an area of great scenic beauty for open space and to the benefit of the general public; and

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

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby accepts from the Granite Haven LLC the donation in the amount of \$355,000, which donation value is based upon current appraisal of the substantial value of this property in excess of the City's purchased portion; and

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

ACKNOWLEDGED AND ACCEPTED ON BEHALF OF THE CITIZENS OF PRESCOTT, ARIZONA BY the Mayor and Council of the City of Prescott this 11th day of August, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

ORDINANCE NO. 4713-1010

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING TITLE TO REAL PROPERTY KNOWN AS THE GRANITE HAVEN LLC PROPERTY LOCATED IN THE GRANITE DELLS, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE

RECITALS:

WHEREAS, on December 16, 2008, the City Council authorized the purchase of approximately 5.62 acres of real property commonly known as the Granite Haven LLC property located in the Granite Dells, for open space purposes and whereas the conditions of sale have been examined by staff and determined to be satisfactory and the completion of sale is warranted; and

WHEREAS, the City Council has accepted a donation of property valued at \$355,000 from Granite Haven LLC; and

WHEREAS, the real property is unique in nature; and

WHEREAS, the purchase and donation of the property more particularly described in Exhibit "A" to the Warranty Deed attached thereto have been deemed to be fair and equitable and in the public interest.

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 warranty deed to the real property being purchased by the City and donated by the Seller more particularly identified in Exhibit "A" thereto and commonly referred to as the Granite Haven LLC property, from Granite Haven LLC.

SECTION 2. THAT the Mayor and Staff are hereby authorized and directed to execute any and all documents in order to effectuate recordation, and acceptance of the foregoing described property.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 11th day of August, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO (08/04/09 & 08/11/09)
DEPARTMENT: Legal Department
AGENDA ITEM: Formal acceptance of deed and donation for property commonly referred to as the Gardner property, located in the Thumb Butte area, for open space.

Approved By:	Date:
Department Head: Gary D. Kidd	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>07/30/09</i>

Item Summary

Council authorized staff to purchase 1.52 acres of property in the Thumb Butte area for open space purposes. Escrow was established and the necessary conditions to complete the transaction were accomplished on June 30, 2009, including the acceptance of a donation of property valued at \$48,000 from the Seller. An ordinance completing the sale and accepting the deed to the real property is needed to comply with our City Charter. Additionally, we need to account for the transfer between accounts for budget purposes. The attached Resolution does this.

Background

Council by motion agreed to purchase the Thumb Butte property and authorized staff to take the necessary steps to complete the purchase of this open space property. As a result, we were able to successfully close escrow and complete the purchase. The sole remaining steps, as required by our City Charter and budget laws, are to acknowledge and accept the donation by resolution and the deed to the property by ordinance.

Attachments

- 1) Deed to 1.52 acres of property in the Thumb Butte area
- 2) Ordinance No. 4714-1011
- 3) Resolution No. 3986-1013

Recommended Action: (1) MOVE to adopt Resolution No. 3986-1013; and (2) MOVE to adopt Ordinance No. 4714-1011.

RESOLUTION NO. 3986-1013

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FOR ACCEPTANCE OF DONATION OF REAL PROPERTY FROM JOSEPH AND BARBARA GARDNER AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott in accordance with this City Resolution wishes to acknowledge on behalf of its citizens its gratitude for the significant donation of property by Joseph and Barbara Gardner, valued in the amount of \$48,000, whose generous gift has significantly contributed to the City's ability to obtain an area of great scenic beauty for open space and to the benefit of the general public; and

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

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby accepts from Joseph and Barbara Gardner the donation in the amount of \$48,000, which donation value is based upon current appraisal of the substantial value of this property in excess of the City's purchased portion, and;

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

ACKNOWLEDGED AND ACCEPTED ON BEHALF OF THE CITIZENS OF PRESCOTT, ARIZONA BY the Mayor and Council of the City of Prescott this 11th day of August, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

ORDINANCE NO. 4714-1011

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING TITLE TO REAL PROPERTY KNOWN AS THE GARDNER PROPERTY LOCATED IN THE THUMB BUTTE AREA, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE

RECITALS:

WHEREAS, on May 22, 2009, the City Council authorized the purchase of approximately 1.52 acres of real property commonly known as the Gardner property located in the Thumb Butte area, for open space purposes and whereas the conditions of sale have been examined by staff and determined to be satisfactory and the completion of sale is warranted; and

WHEREAS, the City Council has accepted a donation of property valued at \$48,000 from Joseph and Barbara Gardner; and

WHEREAS, the real property is unique in nature; and

WHEREAS, the purchase and donation of the property more particularly described in Exhibit "A" to the Warranty Deed attached thereto have been deemed to be fair and equitable and in the public interest.

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 warranty deed to the real property being purchased by the City and donated by the Seller more particularly identified in Exhibit "A" thereto and commonly referred to as the Gardner property, from Joseph and Barbara Gardner.

SECTION 2. THAT the Mayor and Staff are hereby authorized and directed to execute any and all documents in order to effectuate recordation, and acceptance of the foregoing described property.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 11th day of August, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney