

PRESCOTT CITY COUNCIL STUDY SESSION AGENDA

**PRESCOTT CITY COUNCIL
STUDY SESSION
TUESDAY, SEPTEMBER 1, 2009
3:00 P.M.**

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

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

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

MAYOR AND CITY COUNCIL:

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

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

I. PROCLAMATION

A. September 7 – 13, 2009 as *Patriotism Week*.

II. DISCUSSION ITEMS

- A. Consideration and possible approval of agreement with Sharlot Hall for contribution from bed tax for special events in an amount up to \$30,000.00.
- B. Authorization of Amendment #3 to a lease with River Hangar Corporation for the E1 Hangar at Ernest A. Love Field.

- C. Award of bid and contract to Fann Environmental, LLC, for Water Meter Installation Services, in an amount not to exceed \$133,425.00.
- D. Approval of renewal of Airport General Liability Insurance Policy with Ace Property and Casualty Company in the amount of \$22,500.00.
- E. Approval of Replat of Lot 19, Quail Hollow Units 1 & 2, creating two lots from one, located at the corner of McDonald Drive and Sycamore Canyon. (RP09-002, Owner, Ruth Hammett; Applicant, Lyon Engineering)
- F. Approval of Special Use Permit for the Expansion of Auto Max located at 221 West Willis Street. (SUP09-002, Owner, Marie Smith; Applicant, Headwaters Architecture)
- G. Approval of Special Use Permit for Eco Oil Change located at 220 South Montezuma. (SUP09-003, Owner, Brad Christensen; Applicant, Diane Rosito)
- H. Adoption of Ordinance 4716-1013 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona amending Title X, Land Development Code, of the Prescott City Code by providing for changes to Table 6.2.3, Section 11.1.3.D.3, Table 11.2. (LDC09-002)
- I. Adoption of Resolution No. 3988-1018 – 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 with the Yavapai County Flood Control District (YCFCD) and accepting funding in FY10 for an updated determination and mapping of the 100-year Floodplain for the Tributary Creeks of Granite Creek and Willow Creek, topographic mapping, and drainage improvement projects and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- J. Notice of Public Hearing (September 8) and consideration of liquor license application submitted by Danny Thomas, applicant for Prescott Inn & Suites, for a Series 11, Hotel/Motel, license for Prescott Inn & Suites located at 4499 Highway 69.
- K. Notice of Public Hearing (September 8) and consideration of liquor license application submitted by David Hallum, applicant for Hallum, Inc. for a new Series 10, Beer & Wine Store, license for Hallum Stores located at 909 E. Gurley Street.

- L. Approval of minutes of the Prescott City Council Special Meeting of August 25, 2009; the Regular Voting Meeting of August 25, 2009; the Special Meeting of August 31, 2009 and the Study Session of September 1, 2009.
- M. Selection of items to be placed on the Regular Voting Meeting Agenda of September 8, 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

PROCLAMATION

"PATRIOTISM WEEK"

September 7-13, 2009

WHEREAS: the Benevolent and Protective Order of Elks, through its Constitution, is a Patriotic Order; and

WHEREAS: The Order promotes the ideals that the citizens of this nation live in freedom, won through the great sacrifices and many tribulations which have provided the foundation for a free, prosperous and independent life; and

WHEREAS: we realize that each generation must work to maintain this freedom, otherwise, through carelessness or indifference, the rights and liberties enjoyed may vanish; and

WHEREAS: it is fitting and proper to recognize this freedom and to honor the nation, which provides it now.

NOW, THEREFORE I, Jack D. Wilson, Mayor of the City of Prescott, do hereby proclaim September 7-13, 2009 as

NATIONAL PATRIOTISM WEEK

And during this event urge all citizens to join the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship with appropriate celebrations and observances.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 1st day of September, 2009.



JACK D. WILSON, MAYOR
City of Prescott

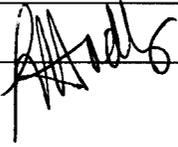
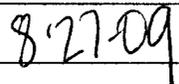
ATTEST:


ELIZABETH A. BURKE, CITY CLERK

City of Prescott



COUNCIL AGENDA MEMO – 09/01/09 & 09/08/09
DEPARTMENT: ECONOMIC DEVELOPMENT
AGENDA ITEM: SHARLOT HALL MUSEUM CONTRACT

Department Head: JANE BRISTOL	Date: 9/1/2009
Finance Director: MARK WOODFILL	
City Manager: STEVE NORWOOD 	

BACKGROUND

The City of Prescott has distributed bed tax funds to various organizations on an annual basis to support tourism. One group that has not requested these funds in the past is the Sharlot Hall Historical Society, the non-profit arm of the Sharlot Hall Museum.

SHHS organizes, markets, and conducts several annual events that draw thousands of people to Prescott from outside the area. Many of them help fill our hotel rooms throughout the tourism season. Due to budgetary cuts by the State of Arizona, SHHS has requested financial support in order to continue these events in the coming year. The events in question are: Prescott Indian Arts Market, Folk Arts Festival, Folk Music Festival, Dia de los Muertes (Day of the Dead), and Territorial Christmas.

CURRENT STATUS

In order to accommodate this request, the attached contract has been drafted for Council review and discussion. Highlights of the contract are:

- Provides for a payment of up to \$30,000 annually from bed tax funds.
- SHHS will provide an annual accounting of how the money is spent and what the outcomes were for each event.
- The term of the agreement is five years.

The suggested payment to SHHS is less than the requested \$30,000 due to budgetary constraints. Every organization receiving bed tax funds has seen a corresponding decrease in FY10 because of a decrease in bed tax collections in FY09.

Recommended Action: MOVE to approve payment of \$23,000.00 to the Sharlot Hall Historical Society to be used per the contract provisions.

AGREEMENT

CITY OF PRESCOTT ~ SHARLOT HALL HISTORICAL SOCIETY

WHEREAS the City of Prescott (hereinafter referred to as "City") is empowered to spend public monies for and in connection with economic development activities; and

WHEREAS Sharlot Hall Historical Society, Inc., a non-profit arm of the Sharlot Hall Museum (hereinafter referred to as "SHHS") organizes and holds several public events each year that draw thousands of visitors to Prescott; and

WHEREAS the parties hereto acknowledge the importance of the events sponsored by the SHHS to the City of Prescott, both as historical ongoing events, and as events that improve and enhance the economic welfare of the inhabitants of the City; and

WHEREAS the parties wish to enter into an Agreement to allow for the continuation of the afore-mentioned events within the City limits of Prescott, as well as to have the City financially assist the SHHS in its operation of the events.

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

1. The City will contribute up to \$30,000.00 to SHHS, which sum shall be used to enhance and improve the events indicated below. Said amount shall be paid in full to SHHS within thirty (30) days of the approval of this Agreement by the Prescott City Council. The City shall budget the amount annually in the Bed Tax Fund; however, it reserves the right to reduce the payment to reflect declines in the local economy.

2. The monies to be paid to SHHS pursuant to Paragraph 1 will be used to financially support and enhance the following events: Indian Art Market, Folk Arts Festival, Folk Music Festival, Dia de los Muertes (Day of the Dead), and Territorial Christmas. The SHHS shall submit a written report of expenditures and outcomes to the Economic Development Director and Prescott City Council no later than January 31, of each year.

3. This agreement does not supersede any other agreement that may exist between Prescott Historical Society and the City of Prescott. The term of this agreement is five (5) years.

4. Pursuant to A.R.S. Section 38-511, the City may cancel this contract without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract on behalf of the City is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or

a consultant to any other party of the Contract with respect to the subject matter of the Contract. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract on behalf of the City from any other party to the Contract, arising as a result of the Contract.

5. It is expressly agreed and understood by and between the parties that SHHS is an independent contractor, and as such SHHS shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in the Compensation Section of the Contract. As an independent contractor, SHHS further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Contract, or as a result of its employment of a business manager. As an independent contractor, SHHS further agrees that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties expressly acknowledge that provisions of this Paragraph shall also be binding upon SHHS's employees, and that SHHS shall include this paragraph in any employment contract or contracts into which it enters.

6. SHHS, with regard to the work performed by it after award and during its performance of the Contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of contractors, subcontractors, including procurement of materials and leases of equipment. SHHS 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.

7. This Contract 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 Contract is not to be construed against either party.

8. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

9. SHHS understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is applicable to certain contracts involving public funds: SHHS must also comply with A.R.S. § 34-302, as amended, "residence Requirements for Employees".

10. Under the provisions of A.R.S. §41-4401, SHHS hereby warrants to the City that SHHS 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").

11. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject SHHS to penalties up to and including termination of the sole discretion of the City.

12. The City retains the legal right to inspect the papers of any SHHS employee or Subcontractor's employee who works on this Contract to ensure that the SHHS employee or Subcontractor is complying with the Contractor Immigration Warranty. SHHS agrees to assist the City in regard to any such inspections.

13. The City may, at its sole discretion, conduct random verification of the employment records of SHHS and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. SHHS agrees to assist the City in regard to any random verification performed.

14. Neither the SHHS nor any of its Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if SHHS or its Subcontractors establish that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

15. The provisions of this Article must be included in any contract SHHS 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.

16. SHHS, 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. SHHS will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and

Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4.

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

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

APPROVED this ____ day of _____, 2009, BY:

SHARLOT HALL HISTORICAL
SOCIETY

Print Name: _____

ATTEST:

_____, Secretary

COUNCIL AGENDA MEMO – September 1 & 8 2009
DEPARTMENT: Airport
AGENDA ITEM: Authorization of Amendment #3 to a lease with River Hangar Corporation for the E1 Hangar at Ernest A. Love Field and further authorizing the mayor and staff to take any and all actions necessary to accomplish the above.

Approved By:	Date:
Department Head: Benjamin Vardiman, ACE, Airport Manager	August 24, 2009
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>08/25/09</i>

Summary

This item is a request to approve amendment #3 to the lease between the City of Prescott and River Hangar Corporation for the lease of the E1 hangar at Ernest A. Love Field which would extend the original term of the lease by 37 months until September 11, 2016.

Background

The City of Prescott entered into a lease agreement in February of 1988 with Mike and Julie Clark which was subsequently amended in 1990 and then again in 1992. This lease specified the City's responsibility for construction of access from the hangar to the taxiway system but this access was not constructed at the time of the hangar construction. Prior assignees had used an access across another leased premise to facilitate access to the taxiway system of the airport. In 2004, the current assignee requested that the City provide the access taxiway to the leased premises guaranteed under the lease terms and conduct erosion control on the adjacent slope west of the hangar. Discussions occurred between the parties from 2004 to 2006 to come to an amenable solution which provided for a 1-month extension to the lease term for each month since 1-1-06 until the improvements are completed. The City began work as agreed upon in the late fall of 2006 and has since completed both aspects of the erosion control and taxiway access.

Financial Impact

As compensation for the lease, the lease improvements for both the E-1 and E-2 Hangar were financed by Mike and Julie Clark. The E-1 Hangar was leased to Mr. Clark at no additional cost beyond the financing and the E-2 Hangar was made available for a revenue lease by the City. This 37 month extension of original lease term for the E-1 Hangar sets the expiration date of the original lease term as September 11, 2016. The lease contains a 5 year renewal option subject to the Lessee providing written notice.

Recommended Action: MOVE to approve Amendment #3 to a lease with River Hangar Corporation for the E1 Hangar at Ernest A. Love Field and further authorizing the mayor and staff to take any and all actions necessary to accomplish the above.

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") is made effective the _____ day of _____, 2009, between the **City of Prescott** ("City" or "Lessor") and **River Hangar Corporation** ("River Hangar" or "Lessee").

RECITALS:

A. The City and River Hangar, as successor, are parties to that certain Hangar Construction and Lease Agreement dated February 22, 1988 which was amended by First Amendment dated October 23, 1990 and by Second Amendment dated May 14, 1992 (jointly "Agreement").

B. The Agreement relates to what is commonly known as "Hangar E-1" at the City airport, Ernest A. Love Field.

C. The Agreement is currently scheduled to expire in 2013 with a five (5) year option to extend the Lease Agreement to 2018.

D. Pursuant to the terms of the Agreement, the City was to complete certain improvements to the taxiway.

E. As of the effective date of this Third Amendment, the City has completed the improvements to the taxiway and the improvements to the erosion control.

F. The City and River Hangar have reached a resolution concerning extension of the initial term of the Agreement based upon completion of the improvements by the City.

NOW, THEREFORE, for good and valuable consideration, which is acknowledged by the parties hereto, it is agreed as follows:

AMENDMENT:

1. The foregoing RECITALS are incorporated herein by this reference.
2. Paragraph 6 of the Agreement is amended to read as follows:

The initial term of this Agreement shall be for a period of twenty-five (25) years, commencing with the original date of completion of Hangar E-1 as determined by the date of issuance of the original Certificate of Occupancy by the City of Prescott, which Certificate of Occupancy was issued on August 10, 1988, together with an additional thirty-seven (37) months. The initial term of the Agreement shall expire at midnight on September 11, 2016. City shall grant Lessee one (1) five (5) year renewal from September 12, 2016, provided Lessee submits in writing a request for renewal not less than twelve (12) months prior to the expiration of the initial term

of this lease, and not more than twenty-four (24) months prior to the expiration of the initial term of this lease. Failure by Lessee to provide such written request within the time provided shall void any lease renewal option under this lease. Said renewal, if granted, shall be subject to the same terms, conditions and considerations as provided for during the initial term of this Agreement. City agrees that it will not unreasonably deny said renewal request as may be consistent with the terms of this lease, provided Lessee is in full compliance with the terms hereof. In the absence of such renewal, the term of the lease shall expire as set forth above without further notice.

3. Except as specifically amended herein, all other terms and conditions of the Agreement shall remain the same.

LESSOR:

CITY OF PRESCOTT

By: _____
Jack D. Wilson, Mayor

ATTEST:

APPROVED AS TO FORM:

Liz Burke, City Clerk

Gary Kidd, City Attorney

LESSEE:

RIVER HANGAR CORPORATION

By: _____
Name: _____
Title: _____

COUNCIL AGENDA MEMO – 9/1/09 & 9/8/09
DEPARTMENT: Public Works
AGENDA ITEM: Award of bid and contract to Fann Environmental, LLC. for Water Meter Installation Services, in an amount not to exceed \$133,425.00

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>Blwood</i>	<i>08/25/09</i>

Item Summary

This item is to award a bid and contract to Fann Environmental, LLC, for Water Meter Installation Services to remove and replace 7,825 water meters on Routes One and Five of the City water system.

Background

The installation services will provide the physical labor for the removal, replacement, and documentation of the water meters as they are changed out. This will continue the meter replacement program outlined with the purchase of radio read water meters previously approved in July 2009. The Utilities Operations capital program provides for replacing all water meters on the remaining five (5) routes by FY 2013.

The replacement meter program utilizes a radio-read system which improves accuracy and efficiency, with the purpose of reducing water and revenue loss by changing out old meters that become inaccurate with cumulative water flow over time. Hilly terrain and difficulty of physical access presently reduce the number of reads which can be accomplished per hour. Using radio technology, a productivity increase of ten times or more is anticipated over that of the present manual read method. The conversion will also facilitate a reduction of meter reading staffing requirements.

Upon completion of the water meter change out on Routes One and Five three routes will remain to complete the water meter replacement project.

Bid Results

Eleven bids were received from companies in eight states as follows:

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
Fann Environmental, LLC	Prescott, AZ	\$133,425.00
Vanguard Utility Service, Inc.	Owensboro, KY	\$198,868.75
Mountain States Pipe & Supply	Phoenix, AZ	\$199,900.00
Metering Services, Inc.	Tempe, AZ	\$224,125.00

Agenda Item: Award of bid and contract to Fann Environmental, LLC. for Water Meter Installation Services, in an amount not to exceed \$133,425.00

National Metering Services Inc.	Kearny, NJ	\$227,625.00
Utility Systems & Installation Services, Inc.	Bourne, MA	\$278,525.00
Volt Telecommunications Group, Inc.	Corona, CA	\$288,875.00
Utility Partners of America	Greenville, SC	\$327,375.00
S.L.C. Meter Service, Inc.	Davisburg, MI	\$355,879.00
Roybal Underground Utilities LLC	Maricopa, AZ	\$401,250.00
Kentrel Inc.	Avoca, PA	\$457,837.50

Written bid confirmation has been received from Fann Environmental, LLC, the low, responsive, responsible bidder.

The initial one-year meter installation contract is renewable for two (2) additional one-year periods utilizing base bid pricing plus an annual CPI (Consumer Price Index) for the Phoenix area.

Project Schedule

Pending Council approval the work under this contract is to be completed by July 2010.

Budget

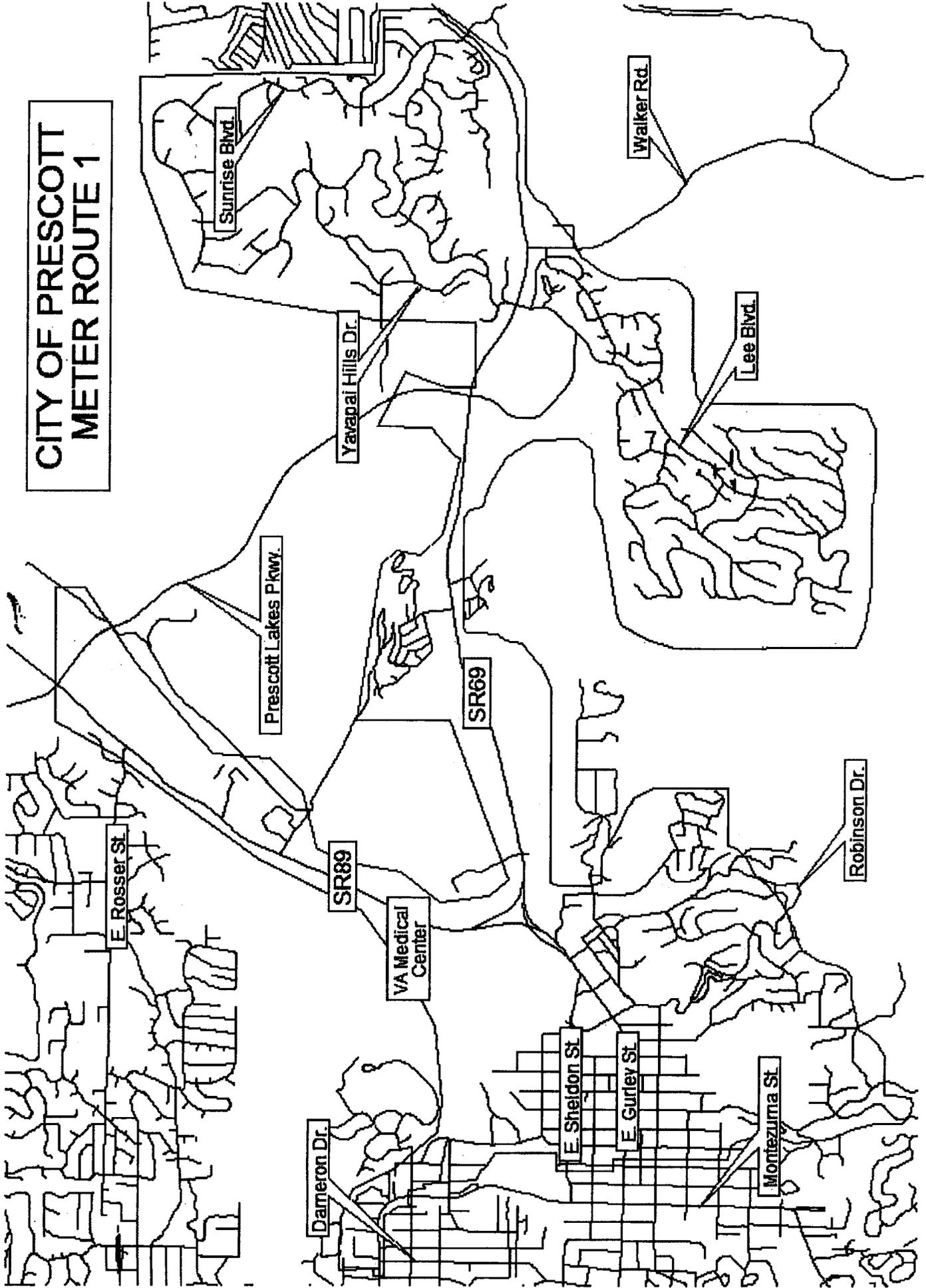
FY 10 funding for the contract, in the amount of \$133,425.00, is available in the Water Fund with \$1,600,000 budgeted. As a result of Council action in July 2009 \$1,186,113.00 has been allocated for purchase of the necessary water meters.

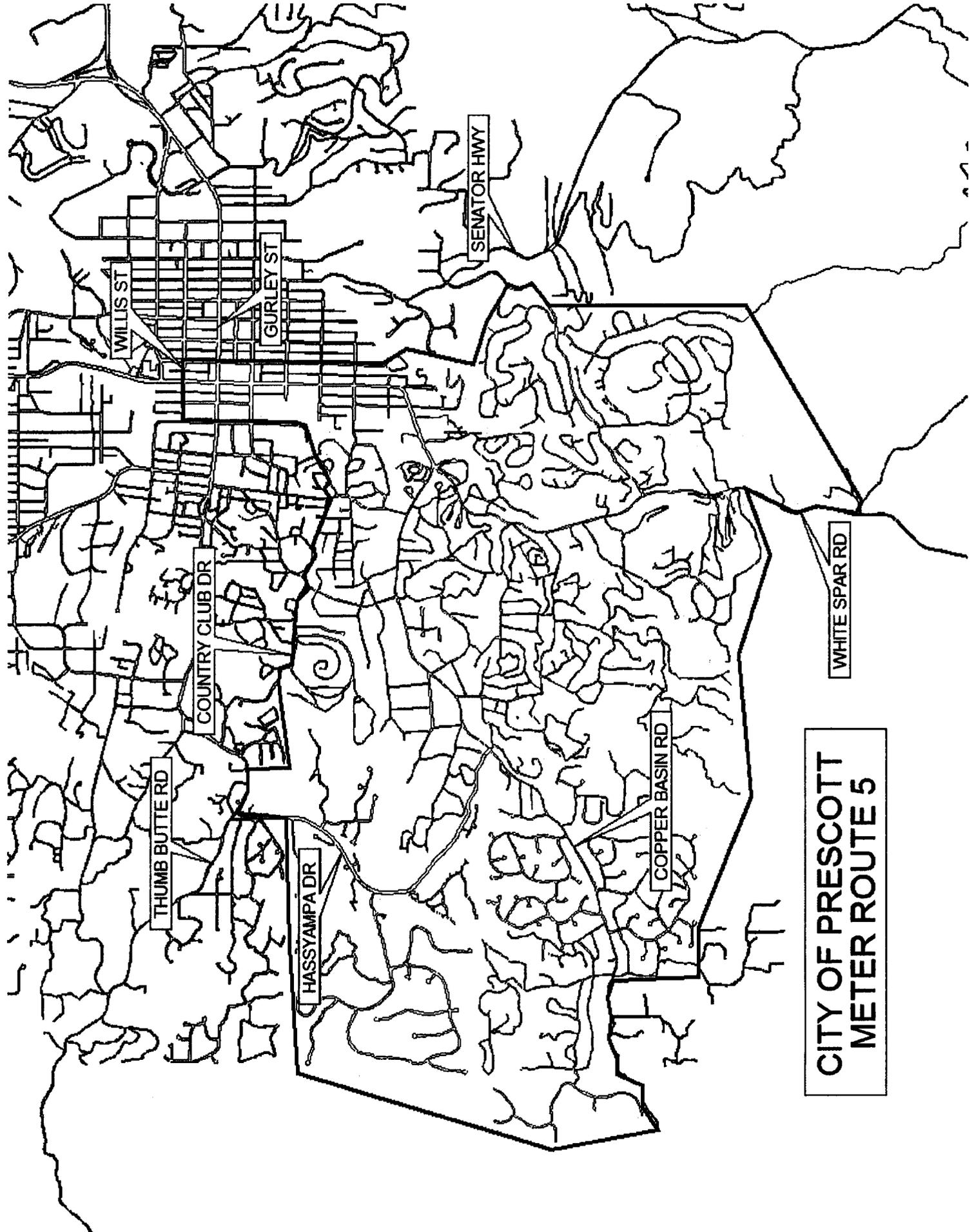
Financing for radio-read meter change out project is through the Water Infrastructure Finance Authority (WIFA). The original debt issue was \$2.5 Million. Expenditures to date for prior construction are approximately \$965,000.00. The remaining balance is \$1,535,000.00.

Attachments - Location Maps Meter Routes No. 1 and 5

Recommended Action: MOVE to award the bid and contract to Fann Environmental, LLC, for Water Meter Installation Services in an amount not to exceed \$133,425.00.

CITY OF PRESCOTT METER ROUTE 1





WILLIS ST

GURLEY ST

SENATOR HWY

COUNTRY CLUB DR

THUMB BUTTE RD

HASSYAMPA DR

COPPER BASIN RD

WHITE SPAR RD

CITY OF PRESCOTT
METER ROUTE 5

COUNCIL AGENDA MEMO – 09/01/09 & 09/08/09
DEPARTMENT: City Manager’s Office/Risk Division
AGENDA ITEM: Renewal of the Airport General Liability Insurance Policy Effective October 1, 2009 thru September 30, 2010

Approved By:	Date:
Department Head: Sheri Swain – Risk Manager	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>08/26/09</i>

Item Summary:

This is the annual renewal of the Airport General Liability Insurance policy for FY10 that is due to renew on October 1, 2009. The policy covers premises liability at the airport.

Background:

Willis Global Aviation, a division of Willis of Arizona (Willis), the City’s insurance broker, has recently completed its solicitations of competitive premium quotes for the Airport General Liability policy that the City purchases annually.

In the last year, the Airport has doubled in the amount of enplanements as well as take-offs and landings. This is due in large part to the addition of a second Commercial carrier. Due to the increased activity at the airport, Staff was expecting an increase in premium.

Staff has reviewed the proposals. Included for your consideration is the most favorable and recommended option. The policy is due to renew on October 1, 2009.

- 1. **Airport General Liability** – Staff received two (2) quotes and two (2) quotes that included commission, which does not meet the criteria, and seven (7) declinations (see attached).

Last year, Ace Property and Casualty Insurance Co. (the incumbent), proposed a premium of \$22,500.

Option (a) this year, Ace Property and Casualty (“Ace”) proposed a premium of \$22,500. This results in a “flat” or “0” increase.

Option (b) AIG Aviation proposed a premium of \$32,329, which is an increase of 44% over the current premium.

Staff recommends that the City renew with Ace. Ace has been the Airport Liability carrier for several years now and understands the City’s airport operations and is the lowest proposal.

Recommended Action: MOVE to authorize the Mayor and staff to purchase Airport General Liability Policy from Ace Property and Casualty Co. in the amount of \$22,500.00.

**Appendix to Proposal
Summary of Quotes and Indications Sought & Received**

Carrier Name	Line of Coverage	Layer	Response	Quote or Indication	Quote Included Y/N	Premium Quoted or Indicated	Retail Commission	Name of Wholesale Broker (if used)
Ace USA	Airport Liability	100%	Quoted	Quote	Yes	\$22,750	Net	N/A
AIG Aviation	Airport Liability	100%	Quoted	Quote	Yes	\$32,329	Net	N/A
Berkley Aviation	Airport Liability	100%	Quoted	Quote	Yes	\$36,750	15%	N/A
W. Brown & Associates	Airport Liability	100%	Quoted	Quote	No	\$60,000	12.5%	N/A
Starr Aviation	Airport Liability	100%	Declined	N/A	No	N/A	N/A	N/A
Global Aerospace	Airport Liability	100%	Declined	N/A	No	N/A	N/A	N/A
International Aerospace	Airport Liability	100%	Declined	N/A	No	N/A	N/A	N/A
Phoenix Aviation	Airport Liability	100%	No Response	N/A	No	TBA	TBA	N/A
USAIG	Airport Liability	100%	Declined	N/A	No	N/A	N/A	N/A
XL Aerospace	Airport Liability	100%	Declined	N/A	No	N/A	N/A	N/A
Allianz	Airport Liability	100%	Declined	N/A	No	N/A	N/A	N/A

PLEASE NOTE: Unless you instruct us otherwise, your direction to bind coverage and/or payment of the premium related to your insurance placement will be deemed consent to the compensation disclosed above or as outlined in the binding documentation provided by the carrier.

COUNCIL AGENDA MEMO -09/01/09 & 09/08/09
DEPARTMENT: Community Development
AGENDA ITEM: Replat of a Lot 19 Quail Hollow, Units 1 & 2, creating two lots from one. Property is located at the corner of McDonald Drive and Sycamore Canyon. RP09-002. Owner: Ruth Hammett, Applicant: Lyon Engineering.

Approved By:	Date:
Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood <i>SNorwood</i>	<i>09/27/09</i>

REQUEST

This is an application to divide the existing 1.41 acre Lot 19 into two lots.

When platted in 1996, this property included Lots 19, 20, 21 and a portion of lot 18 of the original Quail Hollow Subdivision. The property was replatted in 2000 (RP02-002) into a single lot. The current application is to redivide the property into two lots, lot 19 and lot 20. Lot 19 is developed with an existing residence and includes 27,206 square feet. Lot 20 is undeveloped and includes 34,320 square feet. The zoning of the property is Single Family 18 (SF-18). The application requires Council approval because it increases density with in the Subdivision. (LDC Section 9.10.5.C.1.a.).

DEPARTMENT REVIEW

The plat has been reviewed by City Departments and meets technical requirements.

Recommended Action: MOVE to approve Replat RP09-002.



COUNCIL AGENDA MEMO – 09/01/09 & 09/08/09

DEPARTMENT: Community Development

AGENDA ITEM: Special Use Permit (SUP 09-002) Expansion of Auto Max, 221 W. Willis, Downtown Business District (DTB). Owner: Marie Smith; Applicant: Todd Maroff, Headwaters Architecture.

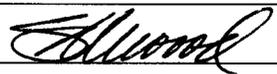
Approved By:

Date:

Department Head: Tom Guice

Finance Director: Mark Woodfill

City Manager: Steve Norwood



08/27/09

Request

This is a request for a Special Use Permit (SUP) to expand the existing Auto Max, auto repair business, located at 221 Willis Street. This property is located in the Downtown Business District (DTB). Auto repair businesses require a SUP in the DTB. The existing auto repair business predated the DTB and is a legal nonconforming use per the Land Development Code, (LDC Section 10.1). However the expansion requires a SUP (LDC Section 10.2.3 and Use Table 2.3).

The existing shop includes 5 repair bays. The proposed expansion includes a building addition to create a new bay and the conversion of an existing bay into a storage space for tool and parts. Thus the business will continue to operate with 5 repair bays.

Parking Requirements

The existing parking lot is gravel and accommodates 20+/- vehicles. Paving and striping of the lot is required as part of this expansion. Parking requirements for auto repair businesses occur at 4 spaces per repair bay, including the bay. The 5 usable bays require a total of 20 spaces. The site plan shows 15 regular spaces plus the 5 bays, a total of 20 full sized spaces. Typically parking for an auto repair business is required to be setback at least 10' from all right-of-ways and 5' from all other property lines (LDC 2.4.9). Given that this property has been operated as an auto repair business for 47 years, a wavier to the parking lot setback requirements is requested.

Landscape Requirements

LDC Section 6.5.6 includes provisions for landscaping along parking lot perimeters. The typical requirement is for landscape strips 10 feet wide along the street and 5 feet wide along other property lines. In this situation the requirement cannot be met and a wavier is requested. The LDC does provide some flexibility in this regard. In this application it is suggested that the area of right-of-way outside of the sidewalk that currently contains decomposed granite and rocks in one area and pavers in another area be landscaped with juniper or other evergreen shrubs. This would be consistent with the landscaping occurring

Agenda Item: Special Use Permit, SUP 09-002, Auto Max

in front of Classic Paint the neighboring business to the west. Trees are not suggested as they would compound vision clearance issues with the driveway.

Historic Preservation

This concrete block building was built in 1962 as a garage and was originally occupied as "George's Mechanical Services". It has been in continuous use as a garage. It is listed on the Arizona Register of Historic Places. The addition as proposed will result in the de-listing of the property.

Floodplain

This site is located within the FEMA designated Granite Creek Floodplain. The existing structure was constructed prior to adoption of floodplain regulations. The addition is required to be built in conformance with floodplain regulations. This will occur by providing vents in the walls of the addition to allow the flow of flood water through the building. The vents must be within 1 foot of the finished grade on three exterior walls. Each square foot of floor area requires 1 square inch of vent opening.

Planning Commission Review and Recommendation

The Commission reviewed this request at their meeting on 7/30 (Public Hearing). The Commission discussed the merits of the application, the parking plan and landscaping options. The commission suggested that additional landscaping be added to the strip of land separating the parking area from the sidewalk. The plan has been modified to show this change. The Commission concluded their review with a vote of 6:0 recommending approval of the SUP.

Recommended Action: MOVE to approve SUP 09-002, with a waiver from LDC 2.4.9 (parking/landscaping setback) enabling the expansion of Auto Max located at 221 W. Willis.

EXISTING LANDSCAPED PLANTER (SURFACE BOULDERS PLACED WITH DECOMPOSED GRANITE.)

WILLIS STREET

EXISTING RED COLORED STAMPED CONCRETE REPLACED WITH SHORT SHRUBS 3'-0" MAX WITH DECOMPOSED GRANITE IN PLANTER BED

SHORT SHRUBS 3'-0" MAX WITH DECOMPOSED GRANITE IN PLANTER BED

PROJECT DATA:

OWNER:
AUTO MAX

SCOPE OF WORK:
ADDING 1 BAY TO EXISTING 4 BAY
AUTO REPAIR SHOP

BUILDING AREA:
EXISTING 2,350 SF
PROPOSED 900 SF

ALLOWABLE AREA:
TABLE 503 8,500 SF

SITE AREA:
10,000 SF OR .23 ACRES

LOT COVERAGE:
32.50 %

OCCUPANCY:
F-1

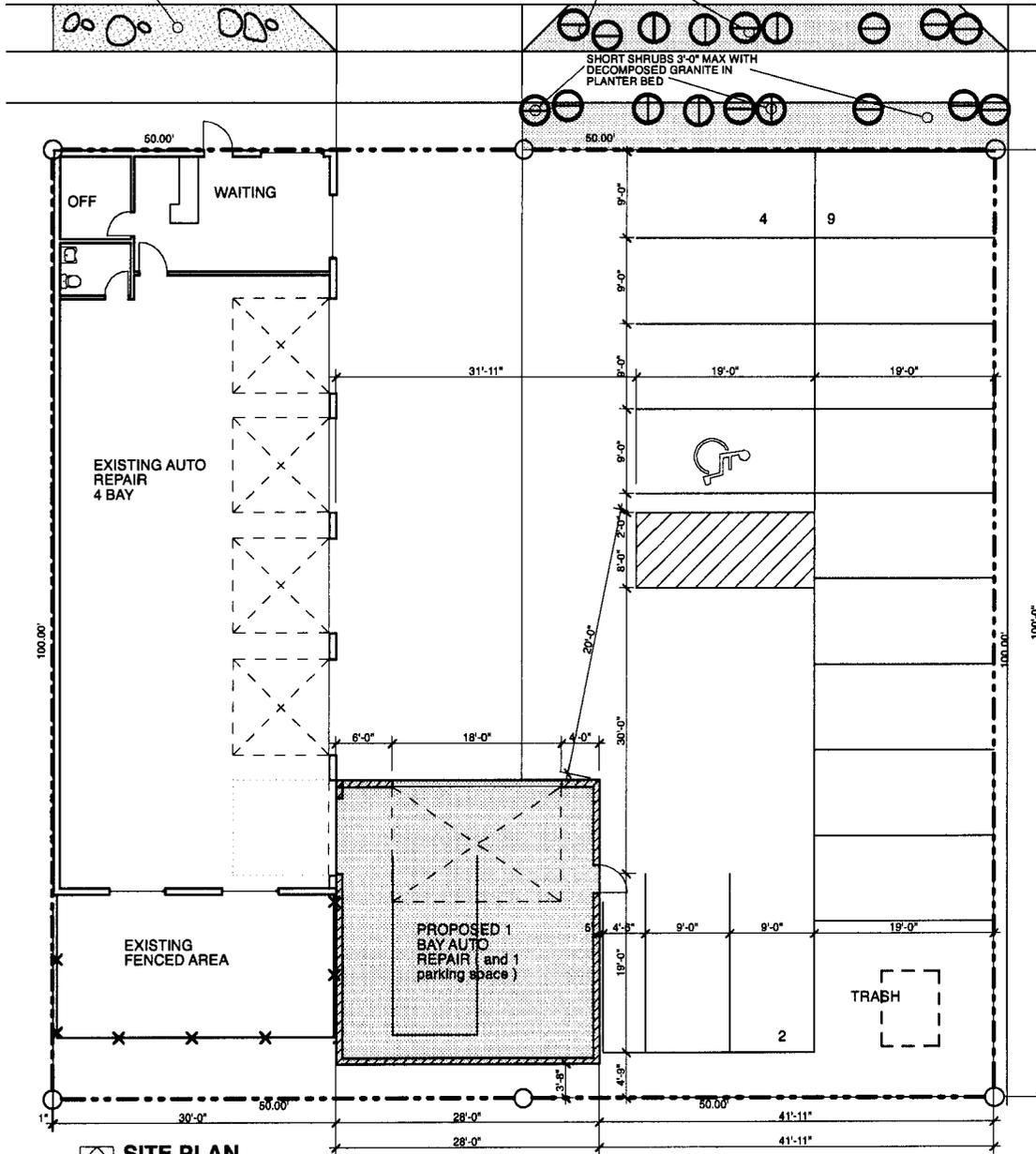
OCCUPANT LOAD:
100 SF / OCCUPANT = 25
OCCUPANTS

CONSTRUCTION TYPE:
VB

ZONING:
DOWNTOWN BUSINESS

PARKING:
REQUIRED 4 / BAY = 20 TOTAL
1 ACCESSIBLE

PROVIDED:
20 SPACES
(15 ON PARKING LOT AND 5 IN
SIDE BAYS.



SITE PLAN
SCALE 1" = 10'-0"

COUNCIL AGENDA MEMO – 09/01/09 & 09/08/09

DEPARTMENT: Community Development

AGENDA ITEM: Special Use Permit (SUP 09-003) to Allow For Automotive Service known as Eco3Oil Change in the DTB District. Located on the SW corner of S. Montezuma Street and E. Goodwin Street. Applicant is Diane Rosito - Eco3Oil. Property is Owned by Brad Christensen - Montezuma-Goodwin, LLC.

Approved By:

Date:

Department Head: Tom Guice

Finance Director: Mark Woodfill

City Manager: Steve Norwood



08/27/09

Request - This is a request for a Special Use Permit (SUP) to allow for an auto service business located at 202 S. Montezuma Street. A waiver of application fees has also been requested. The existing structure includes 3 service bays. The building was once an automotive gas station, Tune Up Masters and was most recently used as the Enterprise car rental business. The business is proposed to operate with all 3 service bays and is located in the Downtown Business District (DTB). Auto service/repair businesses require a SUP in the DTB. The previous auto service (gas station) business predated the DTB district and ceased operation for a period longer than 12 months, therefore, the project is not "grandfathered". The reintroduction of auto service requires an SUP as specified in the LDC Section 10.2.3 and Use Table 2.3.

Parking Requirements - The existing parking lot has been excavated as part of the gas station remediation process in this area. Paving and striping of the lot is an LDC requirement. The applicant will resurface the parking lot to accommodate 12 vehicles. Parking requirements for auto repair businesses occur at 4 spaces per repair bay, including the bay. The 3 usable bays require a total of 12 spaces. The revised site plan shows 12 regular spaces plus the 3 bays for a total of 15 spaces.

Typically parking for an auto repair business is required to be setback at least 10' from all right-of-ways and 5' from all other property lines (LDC 2.4.9). Given that this property has an existing building and was once an auto service and repair business, a wavier to the parking lot setback requirements is requested.

Landscape Requirements - LDC Section 6.5.6 includes provisions for landscaping along parking lot perimeters. The typical requirement is for landscape strips 10 feet wide along the street and 5 feet wide along other property lines. In this situation the requirement cannot be met and a wavier is requested. The LDC does provide some flexibility in this regard. The applicant is instead proposing to landscape the existing concrete planters that are in the sidewalk ROW.

Historic Preservation - As part of the SUP process, the Historic Preservation Commission reviewed this application on Friday, August 14, 2009. The property has been unused for several years. This property is not listed in the National Register of Historic Places but is within the boundary of the Courthouse Plaza Historic Overlay District #1. Among the topics discussed were building color, traffic movements and signage. The

Agenda Item: Special Use Permit, SUP 09-003, Eco3Oil Change

Historic Preservation Commission concluded its review with a unanimous vote of 5:0 recommending approval of this use.

Floodplain - This site is not located within the FEMA designated Granite Creek Floodplain.

Agency and Public Comments - The application has been reviewed by various City departments with no objections noted. Right-in / Right-out traffic movements are required at the driveway locations with full traffic movements at the alley. The Prescott Downtown Partnership approves of the use as an interim business.

Planning Commission Review and Recommendation - The Commission reviewed this request at their meetings on August 13, 2009 and August 27, 2009 (Public Hearing). The Commission discussed the merits of the application, the parking plan, interim use and landscaping options. The commission suggested that the parking area be modified to allow for adequate maneuvering area. The plan has been modified to show this change. The Commission concluded it's review with a unanimous vote of 7:0 recommending approval of the SUP with conditions 1 thru 4. Condition 5 regarding fees did not fall under the purview of the P&Z Commission therefore was not reviewed by that body.

Attachments

Site Plan
Narrative Letter
Prescott Downtown Partnership Letter
Elevation

RECOMMENDED ACTION: MOVE to approve SUP09-003, allowing for an auto service business located at 202 S. Montezuma Street with the following conditions:

1. Waive LDC section 2.4.9 (parking/landscaping setback).
2. Existing planters along the sidewalk ROW must be landscaped in a manner consistent with other landscaping in the downtown area, maintained by the business operator or owner and shall be kept weed free.
3. Must be in general conformance of the site plan received 8-24-09.
4. Special Use Permit, SUP09-003 shall not extend beyond a period of 5 years from the Council approval date unless extended by City Council.
5. Fees for this SUP Application shall be waived by Council.

ECT:

Eco 3 Oil change is a new business that focuses on providing consumers an alternative oil change that will help protect the environment by reducing waste oil, packaging and needless oil changes by allowing vehicles to safely extend drain intervals to a minimum of 15,000 miles or 1 yr. This will save time and money for the consumer. Our motto is "Save Time, Save Money, Save the Environment What could be better?"

The corner of Goodwin + Montezuma (the old Enterprise Leasing) has been vacant for some time and would provide an excellent location to introduce Eco 3 Oil change.

No Structural changes are needed. The building will look clean and professional after the remodel and the parking lot will be paved to look great. My hobby is landscaping and I plan to landscape the existing planters along Goodwin + Montezuma to beautify that corner.

Therefore, I am requesting a waiver for the 10' wide section of the parking lot along Goodwin + Montezuma to be landscaped. This would decrease my parking area significantly and be costly.

My signage will be professional looking and clean. The building will be painted. The "White door" will be removed.

"This will be an upscale business - not a Tacky oil change business"
"100% Woman owned + ENVIRONMENTALLY FRIENDLY"

Eco 3 OIL CHANGE - "SAVE TIME, SAVE MONEY, SAVE THE ENVIRONMENT"

(Attach additional sheets if necessary)

WHAT COULD BE BETTER?



Prescott Downtown Partnership, Inc.

P. O. Box 3801, Prescott, Arizona 86302

928. 443. 5220

928. 443. 5404 (fax)

info@prescottdowntown.com

August 24, 2009

Planning & Zoning Commission
c/o Ryan Smith
City of Prescott
201 South Cortez Street
Prescott, AZ 86303

Subject: SUP09-003

To Whom It May Concern:

The Prescott Downtown Partnership, Inc. has polled its board members with respect to the subject Special Use Permit for the southwest corner of Montezuma and Goodwin Streets, to be considered by the Planning & Zoning Commission on August 27, 2009.

While we have some members who support and some who oppose the SUP, a number of concerns were forthcoming regarding the requested automotive services business, not an outright permitted use in the downtown business district.

First and foremost was the expressed desire that should the permit be approved, it be of short-term duration, perhaps with the limitation of a specific period of time. Then, as the economy begins to improve, the earlier planned development on the site can proceed as quickly as possible. Additionally, any improvements to the existing structure and site, including landscaping and signage, should be critically reviewed so as to conform to the overall image of downtown.

Generally speaking, however, most board members believed that the tax revenues generated by Eco3Oil Change and the utilization of an otherwise deteriorating space were sufficient reasons to permit the use.

Sincerely,

Cliff Petrovsky
President
Prescott Downtown Partnership, Inc.



To promote, preserve and enhance the attributes of Downtown Prescott for the mutual benefit of the community, business and visitors.



PROJECT: PROPOSED STORE FRONT AND NEW SIGNAGE FOR ECO3 OIL CHANGE
202 S. MONTEZUMA ST.
DIANE ROSITO, PRINCIPAL

DRAWN BY: SKM

SCALE: NTS

DATE: 8/10/09

CUSTOMER APPROVAL: _____



MORGAN SIGN COMPANY
A REGISTERED TRADEMARK IN THE STATE OF ARIZONA

THIS UNPUBLISHED DRAWING IS SUBMITTED FOR A PROJECT BEING DESIGNED FOR YOU BY MORGAN SIGN. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, REPRODUCED OR USED IN ANY FASHION WITHOUT EXPRESSED WRITTEN APPROVAL. THE ORIGINAL IDEAS HEREIN ARE PROPERTY OF MORGAN SIGN.

COUNCIL AGENDA MEMO – 9/1/09 & 9/8/09

DEPARTMENT: Community Development

AGENDA ITEM: Land Development Code Amendments to Articles 6 & 11, Workforce Housing Parking Requirements

Approved By:

Date:

Department Head: Tom Guice

Finance Director:

City Manager: Steve Norwood



09/27/09

REQUEST:

This request was initiated by WESCAP for certain Land Development Code amendments that would decrease the parking requirements for workforce housing type projects.

Four Land Development Code amendments are being recommended for approval by the Planning Commission:

1. Table 6.2.3 of Article 6 Off-Street Parking Requirements to add a new section for workforce housing parking requirements;
2. Section 11.1.3.D.3. to add the definition of Area Median Income,
3. Section 11.1.3.D.3. to add the definition of Workforce Housing to "Terms, defined,"
4. Section 11.2 to add a new definition regarding Workforce Housing to "Terms, defined".

BACKGROUND:

WESCAP is currently constructing "The Bradshaws", a 5-phased planned community totaling 172 apartment units located at the southeast corner of Bradshaw Drive and Stetson, approx one block south of Gurley Street. The project was originally approved for 184 units, was later reduced to 172 units, consisting of 92 senior apartments and 80 workforce housing apartments.

WESCAP Investments requests a reduction in the LDC parking requirements for apartments, specifically as they relate to workforce housing. WESCAP has considerable experience in building 25 senior and family tax credit living projects nationwide--of which 11 projects with 750 units are located in Northern Arizona. Their experience is that affordable family housing does not generate the parking demand as non-workforce housing. WESCAP President, Bill Spreitzer, has provided the city of Flagstaff ordinance an example which specifically addresses parking for workforce housing.

STAFF ANALYSIS:

Staff has modified the definition for Workforce housing to be general in scope--rather than focus on one specific Federal program. Because of the reference to Area Median Income in the definition of Workforce housing, it is also necessary to add a definition of same to the LDC. A restriction on Student housing has been retained and cross referenced to Section 42 of the Internal Revenue Code.

PROPOSED LDC AMENDMENTS:

Table 6.2.3 **Dwelling Units, Workforce Housing:** 1 per studio apartment; 1 per 1-bedroom apartment; 2 per 2- and 3-bedroom apartment; plus 0.50 guest spaces per unit up to 20 maximum. Adequate area on-site is required to accommodate the number of required parking stalls for market-rate apartments should such a future conversion occur.

Section 11.2 Definitions: **Area Median Income.** Area Median Income is a number set by the United States Department of Housing and Urban Development based on a variety of factors and representing wages and earnings in the community. Area Median Income is relative to family size and community dynamics.

Section 11.1.3.D.3. Household Living.

3. Examples

Examples of household living use (structure) types include: Single-family Dwellings, Attached Single Family Dwellings, Duplexes, Patio Homes, Multi-family Dwellings, Townhouses, **Workforce Housing**, Mobile Home Parks, Group Homes, Retirement Center Apartments, manufactured housing and other structures with self-contained dwelling units.

Section 11.2 Definitions: **Workforce Housing.** Housing developed with a household income paying no more than 35% of gross family income for mortgage, insurance and Homeowner Association fees or for rent and utilities; which earns up to 60% of the Area Median Income of Yavapai County for multi-family rental housing; 80% for single-family owned housing and that restricts student use per Section 42 of the Internal Revenue Code in accordance with Internal Revenue Code and Arizona Department of Housing guidelines.

PLANNING COMMISSION RECOMMENDATION:

The Commission voted 5:0 to recommend approval of these amendments at its June 25, 2009 meeting.

Recommended Action: MOVE to adopt Ordinance No. 4716-1013.

ORDINANCE NO. 4716-1013

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE X, *LAND DEVELOPMENT CODE*, OF THE PRESCOTT CITY CODE BY PROVIDING FOR CHANGES TO TABLE 6.2.3, SECTION 11.1.3.D.3, TABLE 11.2

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to amend the *Land Development Code*; and

WHEREAS, the requirements of Title 10 of the Prescott City Code have been complied with.

ENACTMENTS:

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

Section 1. Title X, *Land Development Code*, of the Prescott City Code is hereby amended as follows:

Table 6.2.3 Off-Street Parking Requirements

Use Type	Minimum Space Requirements
<u>Workforce Housing</u>	
<u>Studio unit</u>	<u>1 per unit plus 0.50 guest spaces per unit up to 20 spaces maximum</u>
<u>1-bedroom</u>	<u>1 per unit plus 0.50 guest spaces per unit up to 20 spaces maximum</u>
<u>2-bedroom</u>	<u>2 per unit plus 0.50 guest spaces per unit up to 20 spaces maximum</u>
<u>3-bedroom</u>	<u>2 per unit plus +0.50 guest spaces per unit, up to 20 spaces maximum</u>

Section 11.1.3.D.3 / Examples

3. Examples

Examples of household living use (structure) types include: Single-family Dwellings, Attached Single-Family Dwellings, Duplexes, Patio Homes, Multi-family Dwellings, Townhouses, Workforce Housing, Mobile Home Parks, Group Homes, Retirement Center Apartments, manufactured housing and other structures with self-contained dwelling units.

Table 11.2 / Terms Defined

Workforce Housing

Housing developed with a household income paying no more than 35% of gross family income for mortgage, insurance and homeowner association fees or for rent and utilities; or which earns up to 60% of the Area Median Income of Yavapai County for multi-family rental housing; or 80% for single-family owned housing and that restricts student use per Section 42 of the Internal Revenue Code in accordance with Internal Revenue Code and Arizona Department of Housing guidelines.

Area Median Income

Area Median Income is a number set by the United States Department of Housing and Urban Development based on a variety of factors representing wages and earnings in the community. Area Median Income is relative to family size and community dynamics.

PASSED AND ADOPTED by the Council of the City of Prescott, Arizona, on this 8th day of September, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – 9/01/09 & 9/08/09

DEPARTMENT: Public Works

AGENDA ITEM: Resolution No 3988-1018 approving an intergovernmental agreement with the Yavapai County Flood Control District for cooperative funding of projects.

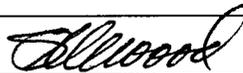
Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Steve Norwood



08/25/09

Item Summary

Approval of this item will accept funding in FY 10, in the amount of \$510,000.00 from the Yavapai County Flood Control District (YCFCD) for an updated determination and mapping of the 100-yr. floodplain for the tributary creeks of Granite Creek and Willow Creek, topographic mapping, and drainage improvement projects.

Background

In FY09 the City received \$100,000 to complete the first phase of updating Prescott area FEMA floodplain maps. The existing studies for Granite Creek and its tributaries, Miller, Butte, Aspen, Manzanita, Bannon, and the North Fork of Granite Creek, were developed in the late 1970's to early 1980's and are outdated.

The Yavapai County Board of Supervisors, in their capacity as the Flood Control District Board of Directors, approved the attached IGA to fund the next project phase which includes updating respective FEMA flood studies for the tributaries of Granite Creek, Willow Creek, and topographic mapping consistent with the watershed boundaries. These studies and additional mapping are consistent with the City's Master Drainage Plan to update all existing FEMA Flood Insurance studies within Prescott.

Benefits of having accurate floodplain determinations include the assurance that structures built within the floodplain, but outside the floodway, are built at the correct elevation to avoid flooding; and the provision of an accurate stormwater design basis, which adjacent street drainage/construction projects can utilize.

Attachments

- YCFCD Correspondence
- Intergovernmental Agreement
- Resolution
- Study Limits Map

Recommended Action: MOVE to adopt Resolution No. 3988-1018.

RESOLUTION NO. 3988-1018

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 WITH THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT (YCFCD) AND ACCEPTING FUNDING IN FY10 FOR AN UPDATED DETERMINATION AND MAPPING OF THE 100-YEAR FLOODPLAIN FOR THE TRIBUTARY CREEKS OF GRANITE CREEK AND WILLOW CREEK, TOPOGRAPHIC MAPPING, AND DRAINAGE IMPROVEMENT PROJECTS AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City and Yavapai County Flood Control District wish to enter into a certain intergovernmental Agreement for City to accept funds from YCFCD in FY10 for an updated determination and mapping of the 100-year floodplain of Granite Creek and Willow Creek; and,

WHEREAS, the floodplain information for Granite Creek used in the City's Geographic Information System (GIS) was determined in the late 1970's or early 1980's and is outdated; and,

WHEREAS, the Yavapai County Board of Supervisors in their capacity as the Flood Control District Board of Directors approved the attached IGA to fund an updated flood study of the tributary creeks of Granite Creek and Willow Creek, topographic mapping, and drainage improvement projects. The study areas are consistent with the City's master Drainage Plan to update all existing FEMA Flood Insurance studies within Prescott; and,

WHEREAS, the benefits of having accurate floodplain determination include the assurance that structures built within the floodplain, but outside the floodway, are built at the correct elevation to avoid flooding, and the provision of an accurate stormwater design basis which adjacent street drainage/construction projects can utilize; and

WHEREAS, the City of Prescott and the Yavapai County Flood Control District have the authority to enter into the foregoing agreement pursuant to ARS Sections 11-952, 48-3603(9) and 9-240(5).

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 with the Yavapai County Flood Control District for City to accept funds from YCFCD in FY10 for an updated determination and mapping of the 100-year floodplain of Granite Creek and Willow Creek, as set forth in Exhibit "A" which is attached and made a part hereof. This agreement shall supersede and replace all prior resolutions and intergovernmental agreements pertaining to the acceptance of funds for an updated determination and mapping of the 100-year floodplain of Granite Creek and Willow Creek.

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 8th day of September, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

When recorded in the Office of the
Yavapai County Recorder, return to:

Yavapai County, Development Services
Flood Control District
500 S. Marina St.
Prescott, AZ 86303

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 3rd day of August 2009, by and between YAVAPAI COUNTY FLOOD CONTROL DISTRICT, a special district legally created in the State of Arizona (hereinafter called "District") and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, (hereinafter call "City") for a period commencing July 1, 2009, and extending through, June 30, 2010.

WITNESSETH:

WHEREAS, the YAVAPAI COUNTY FLOOD CONTROL DISTRICT and the CITY OF PRESCOTT have the authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes, Section 11-952, Section 48-3603(9) and Section 9-240(5); and,

WHEREAS, the CITY of PRESCOTT lies within the legal boundaries of the District (Yavapai County); and,

WHEREAS, property owners within the corporate limits of the City pay ad valorem taxes to support the District; and,

WHEREAS, the City has experienced stormwater control and flooding problems for a number of years; and,

WHEREAS, the District is authorized to expend funds for flood control projects (including stormwater control) and has approved and budgeted amounts necessary to provide funding assistance for flood mitigation work.

NOW, THEREFORE, IT IS AGREED by and between the District and the City as follows:

PURPOSE

1. The purpose of this Intergovernmental Agreement is for the District to pay and contribute to the City a sum not to exceed *Five Hundred Ten Thousand Dollars (\$510,000)* for fiscal year 2009-10, to be used by the City to fund the restudy of Granite Creek and Willow Creek. Limited portions of the study area lie within the unincorporated limits of the county. The City will perform a single continuous study including those portions of the study reach which lie within the County with the appropriated funds. The District shall make said payment to the City in partial payments based upon monthly billings from the City.
2. The City shall use said District funds exclusively for reimbursement of costs associated with drainage studies or drainage improvement projects. Invoices shall be provided to the District for review prior to reimbursement.
3. The City shall be responsible for the administration, right-of-way acquisition, design, construction, inspection and materials necessary to complete the projects.

DURATION

The term of this Agreement is for the fiscal year 2009-2010.

RENEWAL

This Agreement may be renewed by both parties if said work is not completed within the time specified herein

SEVERABILITY

The parties agree that if any part or parts of this Intergovernmental Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties. This Agreement is subject to cancellation pursuant to ARS §38-511.

INDEMNIFICATION

The City and the District each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, or omission, of each party's employees, officers, or agents, regarding the performance of this Intergovernmental Agreement.

NOTICE

Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon person delivery, or receipt after mailing by United States mail, postage prepaid, addressed as follows:

Prescott: City of Prescott; c/o Public Works Director
P.O. Box 2059
Prescott, AZ 86302

District: Yavapai County Flood Control District;
c/o Flood Control District Administrator
500 S. Marina St.
Prescott, AZ 86303

Either party may change these addresses 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.

RECORDING

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).

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this

_____ day of _____, 2009.



Jack Wilson, Mayor

**Please
Sign & Return**

ATTEST:

, City Clerk

PASSED, APPROVED AND ADOPTED by the Yavapai County Flood Control District this

_____ day of _____ 2009 .

Thomas Thurman, Chairman
Board of Directors

ATTEST:

Julie Ayers, Clerk of the Board
Yavapai County Flood Control District

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding these projects has been reviewed by the undersigned city attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the City of Prescott.

City Attorney

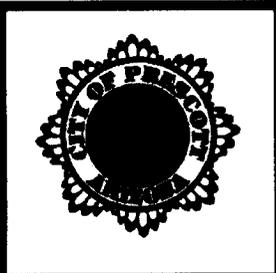
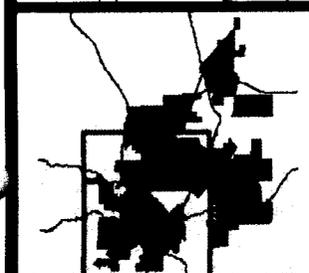
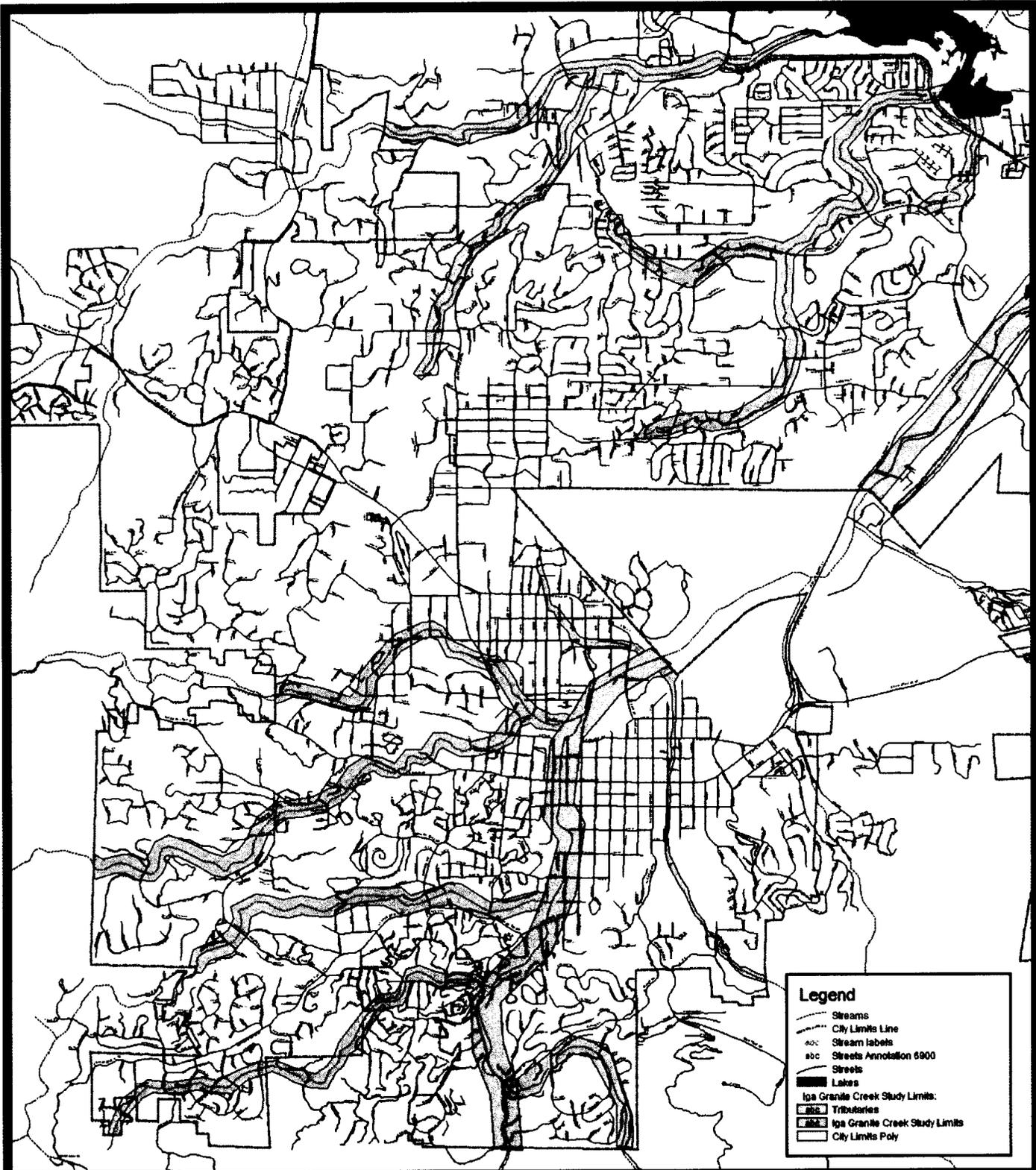


Date: _____, 2009.

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding these projects has been reviewed by the undersigned county attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Yavapai County Flood Control District.

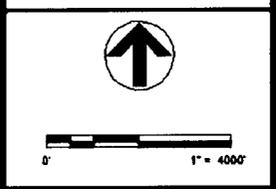
Deputy County Attorney

Date: _____, 2009.

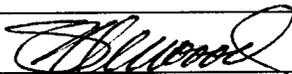


TRIBUTARIES STUDY LIMITS

This map is a product of the
The City of Prescott GIS



COUNCIL AGENDA MEMO – (09/01/09 & 09/08/09)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Danny Thomas, Applicant for Prescott Inn & Suites, for a Series 11, Hotel/Motel, license for Prescott Inn & Suites located at 4499 Highway 69.

Approved By:	Date:
Department Head: Elizabeth A. Burke	08/11/2009
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	08/25/09

A Liquor License Application, City No. 09-147, State No. 11133026, has been received from Danny Thomas, Applicant for Prescott Inn & Suites, for a New Series 11, Hotel/Motel, License for **Prescott Inn & Suites** located at 4499 Highway 69.

The public hearing will be held at the Regular Council Meeting of Tuesday, September 8, 2009. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have. A similar license was recently approved by the City Council; however, a new one is required due to a change in ownership.

A copy of the application is available for Council's review in the City Clerk's Office.

<p>Recommended Action: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny State Liquor License Application No. 11133026, for a new Series 11, Hotel/Motel License for Danny Thomas, Applicant for Prescott Hotel, LLC for Prescott Inn & Suites at 4499 Highway 69.</p>

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.

COUNCIL AGENDA MEMO – (09/01/09 & 09/08/09)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from David Hallum, Applicant for Hallum Inc, for a Series 10, Beer & Wine Store, license for Hallum Stores located at 909 E. Gurley Street.

Approved By:	Date:
Department Head: Elizabeth A. Burke	9-8-2009
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	08/25/09

A Liquor License Application, City No. 09-146 State No. 10133203, has been received from David Hallum, Applicant for Hallum, Inc., for a new Series 10, Beer & Wine Store, License for **Hallum Stores** located at 909 E. Gurley Street.

The public hearing will be held at the Regular Council Meeting of Tuesday, September 8, 2009. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

A copy of the application is available for Council's review in the City Clerk's Office.

<p>Recommended Action: (1) MOVE to close the Public Hearing; and (2) MOVE to approve/deny State Liquor License Application No. 10133203, for a new Series 10, Beer & Wine Store License for David Hallum, Applicant for Hallum, Inc. for Hallum Stores located at 909 E. Gurley Street.</p>
