

PRESCOTT CITY COUNCIL COMBINED STUDY SESSION/ REGULAR VOTING MEETING A G E N D A

**PRESCOTT CITY COUNCIL
COMBINED STUDY SES./REGULAR VOTING MEETING
TUESDAY, DECEMBER 15, 2009
3:00 P.M.**

**Council Chambers
201 South Cortez Street
Prescott, Arizona 86303
(928) 777-1100**

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:**
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Lamerson
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Kuykendall	
Councilman Blair	Councilwoman Linn
Councilman Hanna	Councilwoman Lopas
Councilman Lamerson	Councilwoman Suttles

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. PRESENTATION

- A. State Representative Lucy Mason re State of the State.
- B. Presentation by Jim Knaup of the new Bicycling Opportunities Map.
- C. Presentation of check to Prescott Chamber of Commerce for Christmas Lighting.

II. REGULAR AGENDA

- A. Public Hearing and consideration of a liquor license application from Barry Lee Barbe, applicant for Monk's LLC, for a Series 12, Restaurant, license for Monk's located at 123 North Cortez.
- B. Public Hearing and consideration of a liquor license application from Randy Allen Guse, applicant for Walgreen Arizona Drug Company, for a Series 10, Beer & Wine Store, license for Walgreen #09292 located at 1310 Willow Creek Road.
- C. Public Hearing and consideration of a liquor license application from Barry William Sydney Benson, applicant for Twin Lakes Market, for a Series 10, Beer & Wine Store, license for Twin Lakes Market located at 3122 North Highway 89.
- D. Adoption of Resolution No. 3998-1028 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into a Memorandum of Understanding (MOU), with the Northern Arizona Council of Governments (NACOG) – Economic Workforce Development, providing for the administration of the Voucher Transit Program for fiscal year 2010 and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- E. Acceptance of 2009 Arizona Department of Homeland Security Grants totaling \$90,900.00 for the Prescott Fire Department.
- F. Award of a three-year contract to both Fann Contracting, Inc., and Cemex, in an amount not to exceed \$150,000.00 per year for hot mix asphaltic concrete.
- G. Award of a contract to Craftco, Inc., in accordance with ADOT contract T0721A0067 for a not-to-exceed amount of \$100,000.00 for asphaltic rubber crack sealant.
- H. Approval of an agreement with Prescott Alternative Transportation (PAT) to advance funding in the amount of \$20,000.00 for implementation of the Safe Routes to School Program; and Approval of two grant applications to the Arizona Department of Transportation, in partnership with Prescott Alternative Transportation, for funding of infrastructure improvements under the Safe Routes to School Program.
- I. Adoption of Ordinance No. 4724-1021 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona abandoning a portion of an unused and unimproved roadway and utility easement that was reserved as a part of the original land patent and authorizing the Mayor and City staff to take all necessary steps to effectuate said abandonment.

- J. Adoption of Ordinance No. 4725-1022 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona granting a natural gas service utility easement to Yavapai Humane Society.
- K. Award of a professional services contract to Shephard Wesnitzer, Inc. for a Bio-Retention and Drywell Feasibility Study in an amount not to exceed \$34,480.00.
- L. Acceptance of Quit Claim Deed from Qwest and approval of a Map of Dedication for additional Right-of-Way for Willow Lake Road.
 - 1. Adoption of Ordinance No. 4726-1023 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting a Quit Claim Deed from Qwest for additional Willow Lake Road right-of-way and authorizing the Mayor and staff to execute any and all documents to effectuate the foregoing.
 - 2. Adoption of Ordinance No. 4727-1024 – An ordinance of the Mayor and Council of the City of Prescott Yavapai County, Arizona, accepting the dedication of certain roadway located adjacent to Willow Lake Road within the City of Prescott and authorizing the Mayor and City staff to take necessary steps to complete acceptance and dedication as a City of Prescott public roadway.
- M. Approval of a Waiver of the Land Development Code Section 7.6.1, Financial Assurance, and acceptance of Subdivision Performance Bond No. 6576676 for Granite Dells Estates Phase IA Commercial Grading Improvements.
- N. Approval of a Vote-by-Mail Election Services Agreement and Addendum with Yavapai County.
- O. Approval of the Minutes of the Prescott City Council Workshop of December 1, 2009 and the Study Session of December 1, 2009.
- P. Recess into Executive Session.

III. EXECUTIVE SESSION

- A. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to ARS §38-431.03(A)(4).
 - 1. Raber v. City of Prescott

IV. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

COUNCIL AGENDA MEMO – (12/15/09)

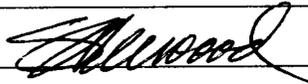
DEPARTMENT: City Clerk

AGENDA ITEM: Public Hearing and consideration of a liquor license application from Barry Lee Barbe applicant for Monk's LLC, for a Series 12, Restaurant, license for Monk's located at 123 North Cortez

Approved By:	Date:
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Department Head: Elizabeth A. Burke	12/15/09
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Finance Director: Mark Woodfill	12/15/09
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City Manager: Steve Norwood 	12/15/09
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A Liquor License Application, City No. 10-155, State No. 12133456, has been received from Barry Lee Barbe, Applicant for Monk, LLC, for a new Series 12, Restaurant, License for **Monk's** located at 123 North Cortez.

The public hearing will be held at the combined Study/Regular Council Meeting of Tuesday, December 15, 2009. The applicant has been requested to attend the Combined 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.

Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 12133456, for a new Series 12, Restaurant license for Barry Lee Barbe, applicant for Monk's located at 123 North Cortez.

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.

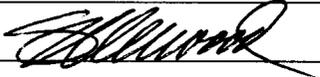
Non-transferable License Types: Series 16 Wine Festival/Wine Fair License (Temporary)

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 – (12/15/09)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Randy Allen Guse, applicant for Walgreen Arizona Drug Company, for a Series 10, Beer & Wine Store, license for Walgreen #09292 located at 1310 Willow Creek Road.

Approved By:	Date:
Department Head: Elizabeth A. Burke	12/15/09
Finance Director: Mark Woodfill	12/15/09
City Manager: Steve Norwood 	12/15/09

A Liquor License Application, City No. 10-001, State No. 10133209, has been received from Randy Allen Guse, Applicant for Walgreen Arizona Drug Company, for a Series 10, Beer & Wine Store. License for **Walgreen #09292** located at 1310 Willow Creek Road.

The public hearing will be held at the combined Study/Regular Council Meeting of Tuesday, December 15, 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.

Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 10133209, for a new Series 10, Beer & Wine Store for Randy Allen, applicant for Walgreen #09292 located at 1310 Willow Creek Road.

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).

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**ARIZONA STATE LIQUOR LICENSES
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AS OF 04/07**

License Types: Series 01 In-State Producer's License

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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 – (12/15/09)

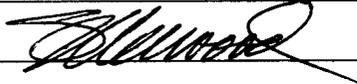
DEPARTMENT: City Clerk

AGENDA ITEM: Public Hearing and consideration of a liquor license application from William Sydney Benson, applicant for Twin Lakes Market, for a Series 10, Beer & Wine Store, license for Twin Lakes Market located at 3122 North Highway 89.

Approved By:	Date:
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Department Head: Elizabeth A. Burke	12/15/09
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Finance Director: Mark Woodfill	12/15/09
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City Manager: Steve Norwood 	12/15/09
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Background

A Liquor License Application, City No. 10-002, State No. 10133208, has been received from William Sydney Benson, Applicant for Twin Lakes Market, for a new Series 10, Beer & Wine Store, License for **Twin Lakes Market** located at 3122 North Highway 89.

The public hearing will be held at the combined Study/Regular Council Meeting of Tuesday, December 15, 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.

Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 10133208, for a new Series 10, Beer & Wine Store for William Sydney Benson, applicant for Twin Lakes Market located at 3122 North Highway 89.
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License Types: Series 09 Liquor Store License (All spirituous liquors) - Transferable

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License Types: Series 10 Beer and Wine Store License (Beer and wine only)

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COUNCIL AGENDA MEMO – December 15, 2009

DEPARTMENT: Community Development

AGENDA ITEM: Memorandum of Understanding with Northern Arizona Council of Governments (NACOG) for the Administration of the Voucher Transit Program, FY10.

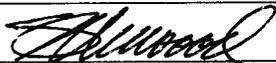
Approved By:

Date:

Department Head: Tom Guice

Finance Director: Mark Woodfill

City Manager: Steve Norwood



12/15/09

The City of Prescott has received LTAFII grant funding notification from the Arizona Department of Transportation for the continuation of the Voucher Transit Program. As Council is aware the LTAF II program is an Arizona Department of Transportation (ADOT) administered program that provides transit assistance for the elderly, "low income" persons, disabled and general public. Funding is provided through Power Ball Lottery revenues.

The City recently received notice of that LTAFII funds in the amount of \$60,061.66 (FY10 LTAFII Grant Application) have been disbursed. Including the required 25% cash match (\$15,015.42) there is a total of \$75,077.08 or \$6,256.42 per month for the continuation of the Voucher Transit Program through December 31, 2010.

The attached Memorandum of Understanding (MOU) with NACOG is the same as in past years:

- Funds are distributed based on residency, not on origin/destination of travel.
- Transportation origination and destinations will be limited to the Quad-City area only (Prescott, the Town of Prescott Valley, the Town of Chino Valley and the Town of Dewey-Humboldt).
- Eligibility includes youth, elderly (55 or older), developmentally disabled and low-income adults per grant requirements.
- Clients deemed eligible will be given vouchers based on need as established by NACOG.
- At the time of service, the voucher will be presented to the service provider along with a \$2.00 co-pay.
- NACOG receives a 15% administration fee for performing the duties as set forth in the MOU (attached).
- The MOU will extend through December 31, 2010.

Attached for Council's information is the most recent voucher activity report that is provided by NACOG on a quarterly basis and shows the number of people benefited from this program.

Recommended Action: MOVE to adopt Resolution No. 3998-1028.

PRESCOTT TRANSPORTATION PROGRAM
Year-To-Date Voucher Report
07/01/08 to 06/30/09

	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	TOTAL TO DATE
Medical	850	890	782	840	823	767	801	791	812	792	813	797	9758
Basic Needs	1428	1469	1307	1381	1385	1346	1298	1339	1368	1346	1314	1336	16317
Job Search	1085	1032	881	897	840	761	796	875	885	868	776	757	10453
Work	727	753	661	672	630	458	538	481	486	443	430	440	6719
Social Service	201	252	190	194	174	157	190	188	195	205	205	204	2355
Counseling	421	435	391	417	395	313	373	391	361	383	383	379	4642
Education	250	255	135	182	177	149	174	167	200	203	203	152	2247
Rides Requested													
Monthly Totals	4962	5086	4347	4583	4424	3951	4170	4232	4307	4240	4124	4065	52491
# People Requesting													
Rides	291	304	290	311	312	301	314	318	337	334	337	343	3792

RESOLUTION NO. 3998-1028

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU), WITH THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG) – ECONOMIC WORKFORCE DEVELOPMENT, PROVIDING FOR THE ADMINISTRATION OF THE VOUCHER TRANSIT PROGRAM FOR FISCAL YEAR 2010, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott and the Northern Arizona Council of Governments has entered into a Memorandum of Understanding (MOU) setting forth their agreement concerning their respective rights and responsibilities for the development and implementation of a voucher transit system; and

WHEREAS, this MOU shall supersede and replace all prior agreements between the parties with respect to their respective rights and responsibilities concerning the voucher transit system; and

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

WHEREAS, the funding for the MOU is included in the City's Tentative Fiscal Year 2010 Budget; and

WHEREAS, the Northern Arizona Council of Governments has expertise in administering Local Transportation Assistance Funds (LTAFII).

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 Memorandum of Understanding between the City of Prescott and NACOG for administering the City's Local Transportation Assistance Funds (LTAFII) projects for FY '10, attached hereto as "Exhibit A".

Section 2. That the Mayor and staff are hereby authorized to execute the attached Memorandum of Understanding 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 on this 15th day of December, 2009.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'

MEMORANDUM OF UNDERSTANDING
between Northern Arizona Council of Governments-
Economic/Workforce Development Division
and the
City of Prescott, Arizona

General Provisions

I) Introduction – Purpose of Memorandum of Agreement

This Memorandum of Understanding (MOU) is made and entered into by and between the Northern Arizona Council of Governments – Economic Workforce Development, hereafter referred to as NACOG, and the City of Prescott, hereafter referred to as the City.

The purpose of this MOU is to establish an agreement between NACOG and the City concerning their respective rights and responsibilities for the development and implementation of a voucher transit system, or VTS, which shall serve the area including the City of Prescott, the Town of Prescott Valley, the Town of Dewey-Humboldt and the Town of Chino Valley, hereafter referred to as the Quad-City area.

All parties agree to coordinate and collaborate their efforts in mutual planning and implementation to ensure that each area benefits from this service. The vouchers shall be issued to residents of the City to be used for travel only within the Quad-City area. Residents of the City will pay a \$2.00 co-payment per service provided.

II) NACOG - Authorities and Responsibilities Expressly Implied

1. Fiscal Agent: NACOG will act as the fiscal agent for the VTS being responsible to receive and disperse funds.
2. Eligibility: NACOG will establish eligibility screening which conforms to the requirements set forth. Income level shall be based primarily on current income information.
3. Reporting: NACOG will collect data regarding all VTS users to include residency, origination, user name, eligibility category, age, income level as appropriate, and destination. This information will be compiled and reported to the City on a quarterly basis.

4. Records Management: NACOG will prepare and maintain all records relating to the VTS for the duration of this agreement. Records will be released to the City, upon request, at the termination of this agreement.
5. Staff: NACOG shall select and employ staff in order to provide project supervision and direct client services. This staff shall also perform administrative services as applicable.
6. Compensation: NACOG will receive a 15% administrative fee for performing all duties set forth herein.
7. Contributions: NACOG, when applicable, will make available other resources to VTS recipients.

III) Services to be provided

It is understood and agreed upon by all parties that this agreement is the result of collaboration between the Quad-City area and NACOG. NACOG will develop and implement the VTS program, per the following guidelines:

1. Funds will be distributed based on residency not on origination/destination of travel, i.e., the residency or a recipient shall determine the allocation of funds from the respective Quad-City area VTS budget.
2. Transportation originations and destinations will be limited to the Quad-City area only.
3. Eligibility includes youth, elderly (55 or older), developmentally disabled and low income adults.
4. Special needs clients and unaccompanied youth will be given transportation only when appropriate accessibility and safety precautions can be provided.
5. Clients deemed eligible will be given vouchers based on a monthly expenditure budget for each city of residency. The vouchers will be given out on a first come first serve basis beginning on the 1st on each month.
6. Transportation will be provided only by approved vendors.

7. NACOG may, as the City has requested, authorize processing of vouchers by select organizations as may be deemed appropriate. Said organizations will be required to comply with all record maintenance procedures set forth by NACOG to facilitate the reporting process. NACOG reserves the right to withdraw on-site voucher processing from any organization which does not comply with required procedures.
8. The City agrees that NACOG shall not be held accountable in the event of abuse by another organization utilizing on-site voucher processing. Neither shall payments be denied for services rendered by providers in good faith.

IV) Assignment of this amended agreement

This agreement is not assignable in whole or in part by NACOG without the express written permission of the City.

V) Term of this agreement

The City and NACOG agree that the terms of this agreement will become effective upon execution by signature and shall continue until such time as either party provides 30 days written notice to modify or amend or terminate this agreement.

VI) Conflict of Interest

Pursuant to A.R.S. Section 38-511, the City may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the amended agreement is in effect, an employee or agent of any other party to the agreement with respect to the subject matter of the agreement. In the foregoing event, the City further elects to recoup any fee or commission paid on behalf of the City from any other party to the agreement arising as a result of this agreement.

VII) Funding Level

The City agrees to fund the voucher program in the amount of \$75,077.08 during the period January 1, 2010 to December 31, 2010. This equates to \$6,256.42 per month. NACOG's 15% administration

charge would equal approximately \$938.46 per month, with the remainder of the funds going directly towards funding the vouchers.

VIII) Signatures

This Memorandum of Understanding shall constitute the entire agreement of both parties and is executed upon signature.

Passed, Approved, and Adopted by the Mayor and Council of the City of Prescott this 15th day of December, 2009.

Marlin Kuykendall, Mayor

ATTEST:

Elizabeth A. Burke, City Clerk

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

Gary D. Kidd, City Attorney

Kenneth Sweet
NACOG – Executive Director
Economic/Workforce Development Division

COUNCIL AGENDA MEMO – 12-15-2009
DEPARTMENT: Fire
AGENDA ITEM: Acceptance of Arizona Department of Homeland Security Grants

Approved By:	Date:
Department Head: Bruce Martinez	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>12/09/09</i>

Background

Prescott Fire Department has been awarded three Arizona Department of Homeland Security grants for 2009.

1. Mass Casualty Incident Trailer Package - \$52,500
2. Heat Stress Monitors - \$10,400
3. Haz Mat CBRN Protective Ensembles - \$28,000

Status

The mass casualty incident trailer package is a towable equipment trailer that is outfitted with all necessary adult/pediatric gear to triage medical emergencies at any incident that would overwhelm resources of the first on scene apparatus. This might be an aircraft, bus or other multi-vehicle transportation incident, or an incident at a venue with a large number of people such as an entertainment complex or school. The trailer will be housed at the airport station for rapid deployment on the airport, or in any other direction of travel. It is the first such unit in this area.

The heat stress monitors are equipment that can measure heat stress on firefighters during training, physical fitness monitoring, in rehab on scene of a major incident, or that of other first responders or victims at an incident.

The Haz Mat CBRN (chemical, biological, radioactive, nuclear) ensembles are personal protective gear for entry by haz mat team members into compromised environments.

Financial

This is a 100% grant; no City match is required. An amount sufficient to cover any grant awards the Fire Department may receive from a multitude of sources was included in FY 2010 budget.

Recommendation: MOVE to accept the 2009 grant awards from Arizona Department of Homeland Security (totaling \$90,900.00).
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State of Arizona
Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 18, 2009

Deputy Chief Bruce Martinez
Prescott Fire Department
2086 Willow Creek Rd
Prescott, AZ 86305

Subject: FFY 2009 Homeland Security Grant Program Award
Grant Agreement Number: **555512-02**
Project Title: **Mass Casualty Incident Trailer Package**

Dear Deputy Chief Bruce Martinez:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Mass Casualty Incident Trailer Package**" has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$52,500**. The grant performance period is **October 1, 2009 through September 30, 2010**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original signed Subgrantee Agreements.
2. Workbook administration page (enclosed).
3. Complete NIMSCAST at www.fema.gov/nimscast. For more information on NIMSCAST contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

Hard copies of the subgrantee agreement will not be mailed to you. **Remember these items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement.**

As a reminder, all radios purchased with Homeland Security funds must be P25 capable and AIRS compliant. If you should have any questions, please do not hesitate to contact your Strategic Planner.

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed and approved prior to any expenditure of funds.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Deputy Chief Ralph Lucas



State of Arizona
Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 18, 2009

Deputy Chief Bruce Martinez
Prescott Fire Department
2086 Willow Creek Rd
Prescott, AZ 86305

Subject: FFY 2009 Homeland Security Grant Program Award
Grant Agreement Number: **555512-03**
Project Title: **Haz Mat CBRN Protective Ensembles**

Dear Deputy Chief Bruce Martinez:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Haz Mat CBRN Protective Ensembles**" has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$28,000**. The grant performance period is **October 1, 2009 through September 30, 2010**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original signed Subgrantee Agreements.
2. Workbook administration page (enclosed).
3. Complete NIMSCAST at www.fema.gov/nimscast. For more information on NIMSCAST contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

Hard copies of the subgrantee agreement will not be mailed to you. **Remember these items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement.**

As a reminder, all radios purchased with Homeland Security funds must be P25 capable and AIRS compliant. If you should have any questions, please do not hesitate to contact your Strategic Planner.

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed and approved prior to any expenditure of funds.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Deputy Chief Ralph Lucas



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

September 18, 2009

Deputy Chief Bruce Martinez
Prescott Fire Department
2086 Willow Creek Rd
Prescott, AZ 86305

Subject: FFY 2009 Homeland Security Grant Program Award
Grant Agreement Number: **555512-01**
Project Title: **Heat Stress Monitors**

Dear Deputy Chief Bruce Martinez:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Heat Stress Monitors**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$10,400**. The grant performance period is **October 1, 2009 through September 30, 2010**. **Enclosed is a modified workbook that identifies approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original signed Subgrantee Agreements.
2. Workbook administration page (enclosed).
3. Complete NIMSCAST at www.fema.gov/nimscast. For more information on NIMSCAST contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

Hard copies will not be mailed to you. **Remember these items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement.**

As a reminder, all radios purchased with Homeland Security funds must be P25 capable and AIRS compliant. If you should have any questions, please do not hesitate to contact your Strategic Planner.

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed and approved prior to any expenditure of funds.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Deputy Chief Ralph Lucas

COUNCIL AGENDA MEMO – 15 December 2009

DEPARTMENT: Field Operations

AGENDA ITEM: Annual Contract for Hot Mix Asphaltic Concrete

Date:

Department Head: Chad McDowell

Finance Director: Mark Woodfill

City Manager: Steve Norwood



12/07/09

Background:

Every year the Streets Division requires hot mix asphalt for paving and patching the streets in the City of Prescott. By going out to bid for bulk product the City is able to receive the best price. To secure the best possible price and save the City the administrative costs of requesting annual bids, staff is requesting a three-year contract.

Since individual suppliers do not produce the material every day, it is in the City's best interest to award contracts to multiple vendors to minimize downtime for paving/patching and avoid paying the plant fire-up fee. Having the flexibility to use multiple vendors also ensures a quicker response time for making repairs to our City streets.

Financial:

The Streets Division budgets \$150,000 annually for hot mix asphalt. Bids were received 22 October 2009.

Fann Contracting, Inc	\$54.14 per ton
Cemex	\$56.33 per ton
Asphalt Paving and Supply, Inc	\$62.46 per ton

Staff is recommending the award of a three-year contract to both Fann Contracting, Inc., and Cemex, in an amount not to exceed \$150,000 per year.

Recommended Action: MOVE to award a three-year contract for hot mix asphaltic concrete in a "not to exceed" amount of \$150,000.00 per year to Fann Contracting, Inc., (first choice) and Cemex.

COUNCIL AGENDA MEMO – 15 December 2009	
DEPARTMENT:	Field Operations
AGENDA ITEM:	Asphaltic Rubber Crack Sealant

	Date:
Department Head: Chad McDowell	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>12/15/09</i>

Background:

Each year the Streets Division purchases Crack Sealant for the purpose of sealing and filling the cracks in the streets, when the weather turns cold and the cracks are at their widest (as recommended). This year the Streets Division has three separate programs planned.

1. Fill all the cracks on the streets that will be chip sealed in the summer of FY2011
2. Fill and seal all the cracks at the airport
3. Identify cracks throughout the City that need to be filled or sealed in the future

Financial:

Streets Division budgets every year an amount not to exceed \$80,000 for the annual program, this year with the added requirements at the airport, we are asking for an additional \$20,000. ADOT currently has a contract (#T0721A0067) with Crafcro, Inc., out of Chandler for the price of \$.3198 per pound. There is no local supplier of this product.

Staff is recommending the award of contract to Crafcro, Inc., in an amount not to exceed \$100,000.00.

Accounts: 2157810-8350 - 90036 - \$60,000 - Engineering
 2257400-8350 - 10008 - \$20,000 - Airport
 2156610-8350 - \$20,000 - Streets

Recommended Action: MOVE to award a contract to Crafcro, Inc., in accordance with ADOT contract T0721A0067 for a not-to-exceed amount of \$100,000.00.

COUNCIL AGENDA MEMO – December 15, 2009

DEPARTMENT: Public Works

AGENDA ITEM: Approval of an agreement with Prescott Alternative Transportation (PAT) to advance funding in the amount of \$20,000.00 for implementation of the Safe Routes to School Program; and Approval of two grant applications to the Arizona Department of Transportation, in partnership with Prescott Alternative Transportation, for funding of infrastructure improvements under the Safe Routes to School Program.

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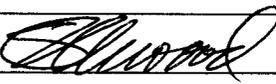
Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Steve Norwood



12/10/09

Item Summary

This item is to authorize the City to enter into an agreement with Prescott Alternative Transportation (PAT), to advance funding in the amount of \$20,000.00 for work associated with the ADOT Safe Routes to School program. PAT secured a grant through an intergovernmental agreement (IGA) with the State of Arizona, which will provide reimbursement to the City.

PAT work activities under the program include: student travel tallies, walk to school day events, creation of "best routes to school" maps, presentation in schools and neighborhoods of driver education, mural development contests and bike month events. Work is scheduled to be completed by September 30, 2010.

This item is also to authorize the City to submit two grant applications to ADOT, in partnership with Prescott Alternative Transportation (PAT), for infrastructure improvements under the Safe Routes to School program. These grants are for up to \$300,000 each and will provide funding for design and construction of sidewalks, striping, signing, and crosswalks, etc., to enhance pedestrian and bicycle access to and from two local schools, Lincoln Elementary and Washington Traditional.

Prior to submittal of the grants, the City and PAT will identify specific improvements with their corresponding costs. The City is required to be a party to the grant applications since many of the improvements will be within City right-of-way. The grant applications must be submitted by December 31, 2009, to qualify.

No matching funds are required on the part of the City. Pending ADOT award of a grant, the infrastructure funding would be budgeted for expenditure in FY11.

Agenda Item: Approval of an agreement with Prescott Alternative Transportation (PAT) to advance funding in the amount of \$20,000.00 for implementation of the Safe Routes to School Program; and Approval of two grant applications to the Arizona Department of Transportation, in partnership with Prescott Alternative Transportation, for funding of infrastructure improvements under the Safe Routes to School Program.

Under the terms of the 2009 IGA, the State will provide quarterly reimbursements to PAT for program implementation. The City's agreement with PAT requires PAT to reimburse the City the full amount of \$20,000 by October 15, 2010. Pending Council approval, this would be the third consecutive year of an agreement whereby the City advances funding for the Safe Routes to School Program.

Budget

Funding for advancing the \$20,000 forth is project is available from the One Cent Sales Tax for Streets and Open Space. Reimbursement funds from ADOT are from Federal SAFETEA-LU Grant Monies for non-infrastructure educational programs.

Attachments

- Prescott Alternative Transportation Program Agreement
- Intergovernmental Agreement (State of Arizona and PAT)

Recommended Action: **MOVE** to approve an agreement with Prescott Alternative Transportation to advance funding in the amount of \$20,000.00 for implementation of the ADOT Safe Routes to School Program; and submittal of two grant applications to the Arizona Department of Transportation, in partnership with Prescott Alternative Transportation for funding of infrastructure improvements under the Safe Routes to School Program.

PRESCOTT ALTERNATIVE TRANSPORTATION PROGRAM AGREEMENT

WHEREAS, Prescott Alternative Transportation, an Arizona Non-Profit corporation, (hereafter PAT) has applied for and been approved for a grant from the Arizona Department of Transportation, State of Arizona for services in the greater Prescott area to establish and coordinate a program relating to the ADOT safe routes to schools program in the amount of ~~\$25,000.00~~ \$20,000; and

WHEREAS, PAT is a 501(c)(3) non-profit corporation, established to promote and provide for Alternative Transportation in the Prescott region and has expertise in the area of establishing and coordinating regional transportation programs; and

WHEREAS, the City Council of the City of Prescott in furtherance of such public purpose desires to enter into a contract which expedites such transportation goals and projects prior to the receipt of the grant funds by PAT by advancing the funds approved in such ADOT grant in order to enable the program to begin forthwith;

NOW, AND THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. PAT shall execute the attached grant proposal (Exhibit A), commencing upon the date of the execution of this agreement. The work plan is to be implemented under the direction of the PAT Board and may be modified or adjusted as set forth in the approved ADOT grant and proposal of PAT relating thereto, based upon input from the partners, available resources, and changing needs.
2. In addition to those services identified in Exhibit A, PAT shall also perform all subordinate job duties necessary for full and effective performance of the tasks specifically referenced.
3. PAT shall provide sufficient qualified personnel to perform any and all services required herein.
4. All services identified in the work plan shall be completed no later than September 30, 2009.
5. No later than October 15, 2009, PAT shall submit to the City Council a report of work accomplished for the then current fiscal year.
6. The City shall pay to PAT an advance in the total sum of \$20,000 for the complete performance of all services specified in this Agreement. Said payment shall be made no later than February 19, 2010 and shall be for the period of February 19, 2010 through September 30, 2009. Further, promptly upon receipt of quarterly reimbursements from ADOT, PAT shall reimburse the City the same amounts received from ADOT, such that the full reimbursement of \$20,000 for all city advance funding reimbursement is received by October 15, 2009. These reimbursements shall be received in 3 payments. If for any reason ADOT

declines to reimburse PAT under the Safe route to School program, PAT will remain obligated to repay the City the full amount of \$20,000 by October 15, 2009.

7. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the aforementioned event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this Agreement.

8. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

City of Prescott
City Manager
P.O. Box 2059
Prescott AZ 86302

PAT
P.O. Box 2122
Prescott, AZ 86302

9. It is expressly agreed and understood by and between the parties that PAT is an independent contractor, and as such shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other city employees are entitled. As an independent contractor, PAT further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, PAT further agrees that it will conduct itself in a manner consistent with such status and that it will neither hold itself nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer employed by the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

10. This Agreement is non-assignable by PAT.

11. This Agreement is the result of negotiations by and between the parties. Although the Prescott City Attorney has drafted it, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

12. This Agreement shall be construed under the laws of the State of Arizona.

13. This Agreement represents the entire and integrated Agreement between the City and PAT and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both the City and PAT. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

14. If any portion of this Agreement is finally adjudicated invalid, the entire Agreement is invalid. The provisions of this Agreement are intended to be non-severable.
15. PAT hereby agrees to indemnify and undertakes to indemnify City (hereafter indemnities) herein from any and all loss or damage indemnitee(s) may suffer as a result of costs or judgments arising or in any way relating the activities referred to in this agreement, any and all activities of PAT undertaken in whole or part as a result of funding or any other claims relating in any way to the indemnities participation in PAT activities or programs, or in any other way relating to the indemnitee'(s) participation in or contributions it has made pursuant to this agreement. Further, PAT agrees to hold harmless the City, its officers, agents and employees, in both their public and private capacities, from any and all actions, causes of action, claims, demands, damages, loss of service, expenses, liability, or costs on account of, or in any way growing out of any and all known or unknown personal injuries and property damages associated with this contract or activities undertaken or any way relating to indemnities participation in this Agreement or activities connected herewith in any way. PAT undertakes to indemnify from any and all liability, loss or damage indemnitee(s) may suffer as a result of claims, demands, costs or judgments against it, its officers, agents, employees or assigns, may suffer as a result of claims, demands, costs or judgments against it arising out of or in any way relating to Indemnities'(s) funding, participation with PAT in activities connected or referred to in this Agreement whether or not the liability, loss, or damage is caused by, or arises out of, the negligence of indemnitee or of indemnitee's officers, agents, employees or otherwise. PAT further agrees to obtain and to maintain throughout the duration of this Agreement the following minimum insurance and to name the City of Prescott, its agents officers and assigns as additional named insureds throughout the duration of this Agreement , and to furnish proof of such insurance throughout the term of this Agreement .
16. PAT shall obtain and maintain in continuous effect during the term of this Agreement a policy or policies of general liability and errors or omissions insurance with minimum limits not less than \$2,000,000.00. Copies of such policy and the additional named insured certificates shall be provided prior to the commencement of any funding or other activities set forth or referred to in this Agreement . The Liability Insurance shall provide the following coverages:
 - 1) General Liability/Premises and Property Coverage which shall include environmental coverage, and liability coverage for all risks associated with this Agreement in the amount set forth in this section (17); and
 - 2) Errors and Omissions (professional malpractice), which shall cover any and all construction and design and inspections and other potential errors and omissions which may be associated with this Agreement .

- 3) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.
17. PAT further agrees and covenants for the consideration provided above, not to file any claim, lawsuit or other proceeding, whether judicial or administrative against the City, its officers, agents and employees arising or relating in any way to this Agreement or to activities of PAT undertaken or in any way relating to this Agreement or the funding by City.
18. The terms and conditions of this Agreement shall be binding upon the PAT, its Officers, agents, employees, successors, heirs and assigns. PAT further expressly agrees that the foregoing waiver and release of liability and assumption of risk agreement by PAT contained herein is intended to be as broad and inclusive as is permitted by City Ordinances and the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed PAT hereby agrees to indemnify and hold harmless the City, its department and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of participation pursuant to this Agreement, where said claims, liabilities, expenses or lawsuits arise by the acts of omissions of the undersigned or his/her agents. PAT further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
19. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.
20. 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. PAT 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 to 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 99-4 and 2000.
21. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
22. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's 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, except as to the indemnitor's indemnity obligations set forth in Section 15.

23. Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by PAT for any work or services to be performed pursuant to this Agreement. PAT will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this Agreement. PAT agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a) (1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this Agreement, PAT shall not knowingly hire or employ for any work performed pursuant to this Agreement any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this Agreement.

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

MARLIN KUYKENDALL, MAYOR

ATTEST:

APPROVED AS TO FORM:

ELIZABETH BURKE
City Clerk

GARY KIDD
City Attorney

PRESCOTT ALTERNATIVE TRANSPORTATION

By: _____

Date: _____

AG Contract No. P001-2009-003714
ADOT TPD File: JPA 10-004T
Project/TRACS: PSRTS 30P
Section: Safe Routes to School (SRTS)
Description: Education Program for Students
Faculty and Public.

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PRESCOTT ALTERNATIVE TRANSPORTATION

THIS AGREEMENT is entered into November 13, 2009, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and Prescott Alternative Transportation, an Arizona nonprofit corporation, acting by and through its BOARD OF SUPERVISORS. The State and Prescott Alternative Transportation are collectively referred to as the "Parties", and individually as the State, Prescott Alternative Transportation, and "Party".

I. RECITALS

1. The State is authorized by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this Agreement and has delegated to the undersigned the authority to enter into this Agreement.
2. Prescott Alternative Transportation is authorized as an Arizona non profit corporation, organized and existing under Arizona law, to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Prescott Alternative Transportation.
3. Federal funds have been authorized in the amount of forty one thousand eight hundred eighteen dollars (\$41,818). The Arizona Department of Transportation ("ADOT") has recommended the approval of such funds to be expended pursuant to the tasks proposed in Prescott Alternative Transportation's approved application (the "Project"), and the State Transportation Board has approved the Project.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

No. 31236
Filed with the Secretary of State
Date Filed 11/13/09
Kim Blum
Secretary of State
By: K Benz

II. SCOPE OF WORK

- 1. Prescott Alternative Transportation shall:**
 - a. Assume full responsibility for administration of the Project through completion.
 - b. Invoice the State on a quarterly basis along with quarterly project status reports. Provide the quarterly program evaluation data with the invoice. Reimbursement for Safe Routes To School (SRTS) funds shall be address to Arizona Department of Transportation, ATTN: SRTS Program Coordinator, 206 S. 17th Ave., MD310B, Phoenix, AZ 85007, in an amount not to exceed forty one thousand eight hundred eighteen dollars (\$41,818).
 - c. Reimbursements shall be requested utilizing Exhibit A, attached hereto and made part thereof. Expenditures to be reimbursed by ADOT must be supported by invoices, receipts, or other suitable and appropriate documentation. A final accounting report must be submitted no later than thirty (30) days after SRTS funds are fully expended.
 - d. Provide the State a copy of any executed Project contract(s).
 - e. Expend the State SRTS funds no later than twenty four (24) months after the effective date of this Agreement.
 - f. Comply with all applicable State, Federal and local requirements. Prescott Alternative Transportation will comply with all applicable provisions of Titles 23 (FHWA) and 49 (United States DOT) and other applicable Codes of Federal Regulations (C.F.R's). All procurements will be completed in accordance with Exhibit B, attached hereto, and made part thereof. (See "Miscellaneous Provisions", Section 11 for procurement contact information.)
- 2. The State will:**
 - a. Within thirty (30) days after receipt and approval of the SRTS contract(s) and subsequent monthly progress payment invoices, reimburse the Prescott Alternative Transportation for work completed on the Project in an amount not to exceed forty one thousand eight hundred eighteen dollars (\$41,818).
 - b. Will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS) for the Prescott Alternative Transportation and after ensuring that it is in order, will process Environmental Clearance (attached).

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this Agreement. Prescott Alternative Transportation assumes full responsibility for cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid. Any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of Prescott Alternative Transportation. Prescott Alternative Transportation hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and

employees, Prescott Alternative Transportation, or any of its agents, officers and employees, or any of its independent entities. Costs incurred by the State, any of its departments, agencies, officers, or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. The total amount of SRTS funds expended under this Agreement shall not exceed the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the amount, or for any other reason should any of these SRTS funds not be expended, the amount of the funds provided under this Agreement shall be proportionately reduced.
3. This Agreement shall remain in force and effect for twenty four (24) months from the date of execution, to also include final reimbursement and submittal of final status reports; provided, however, that this Agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a contract, upon thirty (30) days written notice to the other party. Further, this Agreement may be terminated and the SRTS grant cancelled by the State if Prescott Alternative Transportation, in the opinion of and by action of the Transportation Board, fails to pursue due diligence on the Project or in the performance of any of the terms of this Agreement.
4. This Agreement shall become effective upon filing with the Arizona Secretary of State.
5. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest.
6. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5-year records retention and audit by the State are applicable to this contract.
7. In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.
8. In accordance with Arizona Revised Statutes Section 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.
9. **Non-Availability of Funds.** Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, USC. 12101-12213) and all applicable federal regulations under the ACT, including 28 CFR Parts 34 and 36. (Non-Discrimination. Prescott Alternative Transportation shall comply with Executive Order 2003-22, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. Prescott Alternative Transportation shall take affirmative action to ensure that applicants for employment and employees are not discriminated

against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

11. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
12. Pursuant to Arizona Revised Statutes Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.
13. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues

Arizona Department of Transportation
Mary Ann Roder, Manager
Transportation Planning Division Admin
206 South 17th Ave., Mail Drop 310B
Phoenix, AZ 85007
PHONE: 602-712-4848
FAX: 602-712-3046
mroder@azdot.gov

Prescott Alternative Transportation
Lisa Barnes
PO Box 2122
Prescott, AZ 86302
Phone: 928-708-0911
FAX: 928-
aliceblisa@hotmail.com

For Project Issues

Arizona Department of Transportation
Brian Fellows, Project Manager
Planning Division
206 South 17th Avenue, Mail Drop 310B
Phoenix, AZ 85007
Phone: 602-712-8010
FAX 602-712-3046
bfellows@azdot.gov

Prescott Alternative Transportation
Lisa Barnes
PO Box 2122
Prescott, AZ 86302
Phone: 928-708-0911
FAX: 928
aliceblisa@hotmail.com

For Procurement Assistance

Arizona Department of Transportation
Valarie Vacanari
ADOT Procurement
1739 W. Jackson, Suite A, Mail Drop 100P
Phoenix, AZ 85007
Phone: 602-712-7211
FAX 602-712-8647
Vvacanari@azdot.gov

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PRESCOTT ALTERNATIVE TRANSPORTATION

STATE OF ARIZONA
Department of Transportation

By 
~~Board of Supervisors~~ Executive Director

By 
JENNIFER TOTH, Division Director
Multimodal Planning Division

10/5/09
DATE

10/26/2009
DATE

ATTEST:

DATE

APPROVAL OF PRESCOTT ALTERNATIVE TRANSPORTATION

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, and PRESCOTT ALTERNATIVE TRANSPORTATION and declare this agreement to be in proper form and within the powers and authority granted to PRESCOTT ALTERNATIVE TRANSPORTATION under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 21st day of OCTOBER, 2009.



Attorney for the PRESCOTT ALTERNATIVE
TRANSPORTATION

Exhibit A

**ARIZONA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL
PROGRESS PAYMENT REPORT**

Report No.		JPA 10-004T	
		PROGRESS	
Project No.	PSRTS 30P		
Name of Project	Safe Routes to School		
Name of Vendor	Prescott Alternative Transportation		
REMIT PAYMENT TO:			
Date Started	Estimated Completion Date:		

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	Hours	CONTRACT AMOUNT	Previous Accumulative Amount	Current Month	Accumulative Amount
	PER JPA					\$ -

Submitted By: _____	Date: _____	Total:	
		To:	\$0.00
		Date:	
Approved By: _____	Date: _____	Total:	
ADOT/SRTS Project Manager		Previous:	\$0.00
		Report:	
Accepted By: _____	Date: _____	Current:	
MPD Administration		Report:	\$0.00



EXHIBIT B

The following information is being provided as an instructional and informational tool regarding the procurement of items for any grant programs that are administered by the Arizona Department of Transportation, (Department). These rules shall apply for all purchases, where the recipient is not certified, as provided for through 49 CFR, Article 18.36*.

For all grant programs the following rules shall apply regarding the purchasing of items.

The Arizona Department of Transportation is commanded by state statute to follow, the Arizona State Procurement Code, (A.R.S. 41- 2501**) for the purchase of materials, and or services. As a recipient of a grant, as managed by the Department, your ability to purchase items utilizing these grant monies shall be limited as follows:

Procurements of less than \$5,000.00 (total) shall be procured by the grant recipient, following best procurement practices, as stated above, which promotes the use of competition. Total is restricted to order total, not cost per item. Additionally, any procurement shall also promote the use of small, woman-owned and minority-owned businesses where applicable.

Use of any brand names or potentially restrictive specifications shall be documented for audit review. Any use of a brand name to intentionally restrict competition, shall be strictly prohibited, as provided for in A.R.S. 41-2565**.

In all instances, the recipient shall issue an official document such as a purchase order, to the Supplier. The purchase order shall provide the following information:

- Supplier Name, address, contact name, and phone number
- Place of delivery
- Purchase Order Number
- Date of Order
- Date of Delivery
- Unit Cost of Item
- Description of Item
- Total \$ amount of order
- Taxes
- Freight/Shipping and Handling
- Purchase Order Total

Items or Orders Over \$5,000.00

In all instances where the item total or order total is above \$5,000.00, the recipient must inform the Department of the need/requirement. The recipient shall not make any purchases beyond the \$5,000.00 limit.

Audit Requirement(s)

The recipient must be aware, that at any time, the Department reserves the right to inspect/audit any and all grant expenditures, including any associated documents, reports and programs.

These guidelines do not supersede or intentionally conflict with any requirements set forth in any grant application, grant approvals, intergovernmental agreements, joint project agreements or other documentation as provided for the subject grant.

* 49CFR 18.36 provides for roles, responsibilities, and processes for the utilization of Federal grant monies. In part, this Common Rule, states that the original Grantee (ADOT) is responsible for the procurement of all items and services that will be expended for the grant, and further, the grantee (ADOT) is subject to audit and further oversight by the Federal entity (FHWA) for conformance to these rules. In all cases, the Grantee (ADOT) is required to use those procurement processes (state or federal) that provide for the most oversight and accountability in the expenditure of these grant monies.

**A.R.S 41-2501, the Arizona State Procurement Code, is a combination of state statute and administrative code that states the public procurement processes and requirements, as it relates to competition, overall best value and the effective expenditure of taxpayer monies.

**A.R.S 41-2565, Maximum practicable competition which states; "All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the state's needs and shall not be unduly restrictive."

**Joint Project Agreement
Responsibility Matrix
JPA 10-004T**

Project Name: Safe Routes to School in Prescott

Actions (from inception to completion)	Responsible Person's Title Within Other Entity(s)	Responsible Person Within ADOT	Due Date
Beginning of year meetings with four partner schools	SRTS Coordinator and/or Exec. Director		September 2009
1st quarter student travel tallies at four partner schools	Principals at each school responsible for collecting data and submitting it to PAT		September 2009
Presentations at partner schools (ie, Open Houses, PTA meetings, etc.)	SRTS Coordinator		September - October 2009
Host Walk to School Day events at current partner schools	SRTS Coordinator responsible for coordinating with appropriate people at each school		October 2009
Conduct Walkabouts/mapping exercise as needed to update previous ones at partner schools; conduct first walkabout at new partner schools (if recruited by this time)	SRTS Coordinator to recruit school personnel and parents, and then lead the walkabout with their assistance		October - November 2009
Conduct parent surveys at newly recruited partner schools	Principals responsible for submitting responses to PAT		between October 2009 and March 2010
2nd quarter student travel tallies completed	Principals at each school responsible for collecting data and submitting it to PAT		December 2009
Mural at Miller Valley Elem. begun	SRTS Coordinator and/or Exec. Director in collaboration with school personnel and selected artist		February - March 2010
Safety education at partner schools	SRTS Coordinator		February - March 2010
Conduct 3rd quarter student travel tallies	Principals at each school responsible for collecting data and submitting it to PAT		March 2009
Mural at Miller Valley Elem. completed	Artist, school personnel, students		April - May 2010
Bike rodeos, other bike-specific activities at partner schools	SRTS Coordinator, school personnel, parents		April - May 2010

<p>TERRY GODDARD Attorney General</p>	<p style="text-align: center;"> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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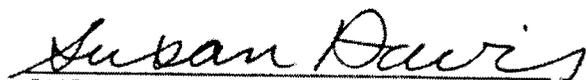
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012009003714 (JPA 10-004T), an Agreement between public agencies, i.e., The State of Arizona and Prescott Alternative Transportation, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 29, 2009

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:599752
Attachment

COUNCIL AGENDA MEMO – 12/15/2009

DEPARTMENT: Public Works

AGENDA ITEM: Approval of Ordinance No. 4724-1021 Abandoning a Roadway and Utility Easement through the Highgate Development.

Approved By:

Date:

Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	12/27/09

Item Summary

This item is to abandon two unused and unimproved thirty (30) feet wide Roadway and Utility Easements that extend across the proposed Highgate Senior Community property.

Background

Roadway and Utility Easements were reserved as part of the original land patents in many areas of Arizona along section, mid-section and 1/8 section lines to provide access and utilities to large parcels of land. As development has occurred, streets, roads and public utility easements have been dedicated as a part of the final subdivision plats which provide access and utilities to the subdivided lots and connectivity to the adjacent developments. Consequently the old roadway and utility easements are no longer necessary.

This is the case with this request, the Prescott Lakes development and in particular the Petroglyph Park Office Park have dedicated the road and utility easements to provide all access, connectivity and utility services to the lots and adjacent developments.

There are no costs associated with the abandonment except for recording fees which will be paid by the developer.

Attachments

- Location Map
- Exhibit "A" Plat of Abandonment prepared by Lyon Engineering
- Ordinance

Recommended Action: MOVE to adopt Ordinance No. 4724-1021.

ORDINANCE NO. 4724-1021

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ABANDONING A PORTION OF AN UNUSED AND UNIMPROVED ROADWAY AND UTILITY EASEMENT THAT WAS RESERVED AS A PART OF THE ORIGINAL LAND PATENT AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH ABANDONMENT

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that a portion of Roadway and Utility Easement that was reserved as a part of the original land patent more particular described in Exhibit "A", attached hereto and made a part hereof, is not needed, nor likely to be needed within a reasonable future time by the City; and

WHEREAS, the City Council of the City of Prescott wishes to abandon a portion of the reserved Roadway and Utility Easement as described on Exhibit "A" and

WHEREAS, this abandonment is in compliance with ARS Section 28-7201 et seq.

ENACTMENTS:

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

SECTION 1. THAT certain reserved Roadway and Utility Easements as set forth in Exhibit "A", are no longer necessary for public use and the same are hereby vacated and abandoned.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute a Plat of Abandonment and any other instruments in order to effectuate the abandonment.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 15th day of December, 2009.

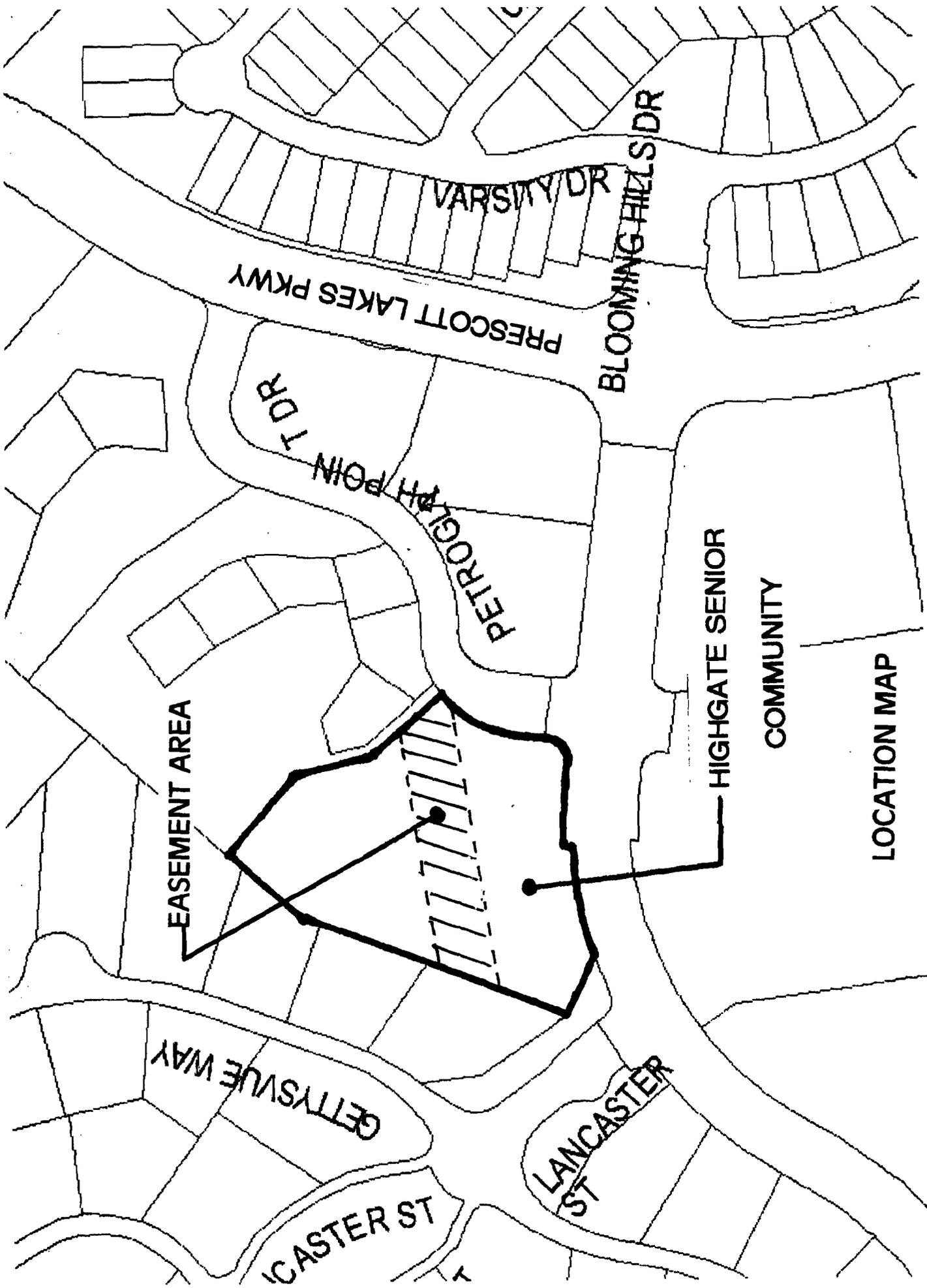
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney



VARSITY DR

PRESCOTT LAKES PKWY

BLOOMING HILLS DR

PETROGLYPH POINT TR

EASEMENT AREA

HIGHGATE SENIOR

COMMUNITY

LOCATION MAP

GETTSVILLE WAY

LANCASTER ST

LANCASTER ST

COUNCIL AGENDA MEMO – 12/15/2009
DEPARTMENT: Public Works
AGENDA ITEM: Approval of Ordinance No. 4725-1022 granting a natural gas service easement to the Yavapai Humane Society

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	12/7/09

Item Summary

This item is to grant a natural gas service easement across City property located at Prescott Lakes Parkway and Sundog Ranch Road to serve the Yavapai Humane Society (YHS).

Background

In the early 1970s the City deeded approximately 1.8 acres located northeast of the intersection Prescott Lakes Parkway and Sundog Ranch Road (see attached location map) to the YHS for their operation. YHS has been using LP Gas for operating the facility since opening. As a result of current national economic conditions and the fact that charitable contributions are down, YHS is requesting an easement to extend natural gas through the Prescott Animal Control property to their facility to reduce overall operating costs. The YHS also has a contract with the City to operate the Prescott Animal Control facility.

Currently, there is a natural gas service to the Prescott Animal Control building. Unisource will remove this service and replace it with a larger line to serve both Prescott Animal Control and YHS at no cost to the City.

Further, there are no costs to the City for granting the easement.

Attachments

- Location Map
- Exhibit "A" Map and Legal Description for Easement
- Easement
- Ordinance
- Letter from YHS

Recommended Action: MOVE to adopt Ordinance No. 4725-1022.

ORDINANCE NO. 4725-1022

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT,
YAVAPAI COUNTY, ARIZONA, GRANTING A NATURAL GAS SERVICE UTILITY
EASEMENT TO YAVAPAI HUMANE SOCIETY**

RECITALS:

WHEREAS the City Council of the City of Prescott has determined that the granting of a natural gas service utility easement, more particularly described in the attached Exhibit "A", would benefit the Yavapai Humane Society, a non-profit organization, by extending a natural gas service and utilizing natural gas in lieu of LP Gas to operate more efficiently.

ENACTMENTS:

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

SECTION 1. THAT a natural gas service utility easement to the Yavapai Humane Society, as more particularly described and set forth in Exhibit "A", attached hereto and made a part hereof, is hereby granted. There is no cost associated with the granting of this easement.

SECTION 2. THAT the attached easement is hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 15th day of December, 2009.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT "A"



M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYORS & CIVIL ENGINEERS
EASEMENT DESCRIPTION

An easement 15 feet in width, 7.50 feet on each side of a centerline, located in a portion of Section 24, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, the centerline of which is more particularly described as follows:

COMMENCING at a Section corner common to Sections 23, 24, 25 & 26, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

Thence, South 88°20'53" East, along the South Section line of said Section 24, a distance of 837.83 feet, to a point on the East right-of-way line of the Prescott Parkway;

Thence, North 53°29'53" West, along the said East right-of-way line of Prescott Parkway, a distance of 217.62 feet;

Thence, North 23°35'22" West, continuing along the said East right-of-way line of Prescott Parkway, a distance of 82.40 feet;

Thence, North 20°57'57" West, a distance of 28.92 feet, continuing along the said East right-of-way line of Prescott Parkway, to the **POINT OF BEGINNING**;

Thence, North 24°02'30" East, a distance of 162.99 feet;

Thence, North 20°20'23" East, a distance of 119.71 feet, to a point being called Point "A" in this description;

Thence, North 15°37'51" East, a distance of 44.06 feet, to a point on the Southerly property line of that certain parcel described in Book 1556 of Official Deeds, Page 787, on file in the Yavapai County Recorder's Office, Yavapai County, Arizona, said point being the **END** of this portion of the description;

November 10, 2009

Job # 09140

Humane Society gasoline easement legal description Page 1 of 2

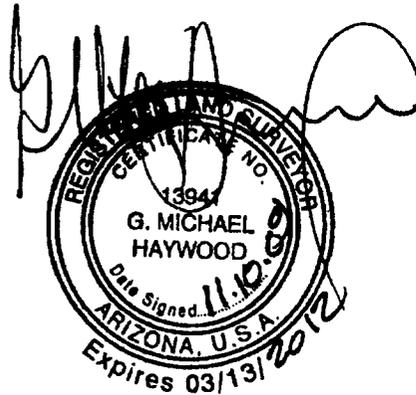
212 S. MARINA STREET-STE.A • P.O. BOX 1001 • PRESCOTT, AZ 86302 • (928) 778-5101
FAX (928) 778-9321 • EMAIL: mhaywoodassociat@qwestoffice.net

Along with an easement 15 feet in width, 7.50 feet on each side of a centerline, located in a portion of Section 24, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, the centerline of which is more particularly described as follows:

BEGINNING at Point "A" described above;

Thence, North 75°14'12" West, a distance of 38.92 feet and the **END** of this description;

The sidelines of said centerlines described above, to commence on said East right-of-way line of Prescott Parkway and terminate on the said Southerly property line of that certain parcel described in Book 1556 of Official Deeds, Page 787, and further, to terminate perpendicular to the centerline described from Point "A", running North 75°14'12" West.



November 10, 2009

Job # 09140

Humane Society gasoline easement legal description

Page 2 of 2

C:\JOBS\09140\09140 BASE FOR ESMNT.dwg, 8.5X11 ESMNT EXHIBIT, 11/10/2009 4:37:17 PM, 1:1

M·HAYWOOD·ASSOCIATES·INC
SURVEYING·ENGINEERING·PLANNING
212 SOUTH MARINA STREET
PRESCOTT, AZ. 86303
(928) 778-6101

JOB NO: 09140	DRAWN: BC
CREW: -	DATE: 11-10-2009
CLIENT: HUMANE	CHECKED: GMH
SCALE: 1"=100'	DATE: 11-10-2009

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



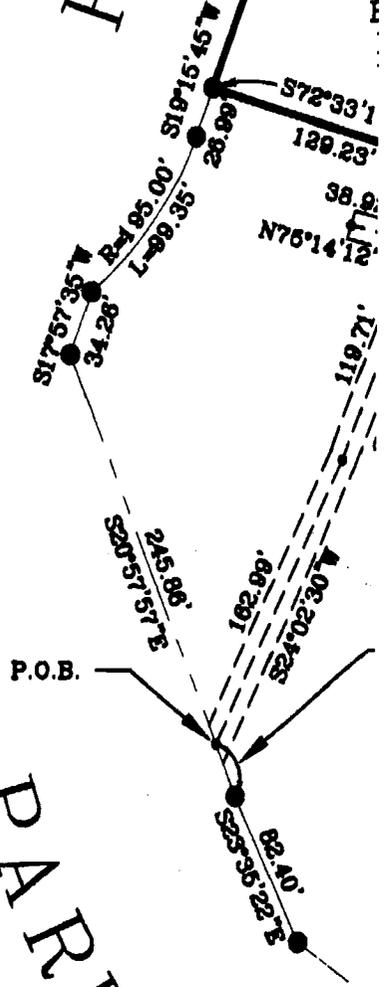
T14N
R2W
23 24
26 25

SUNDOG

PRESCOTT RANCH

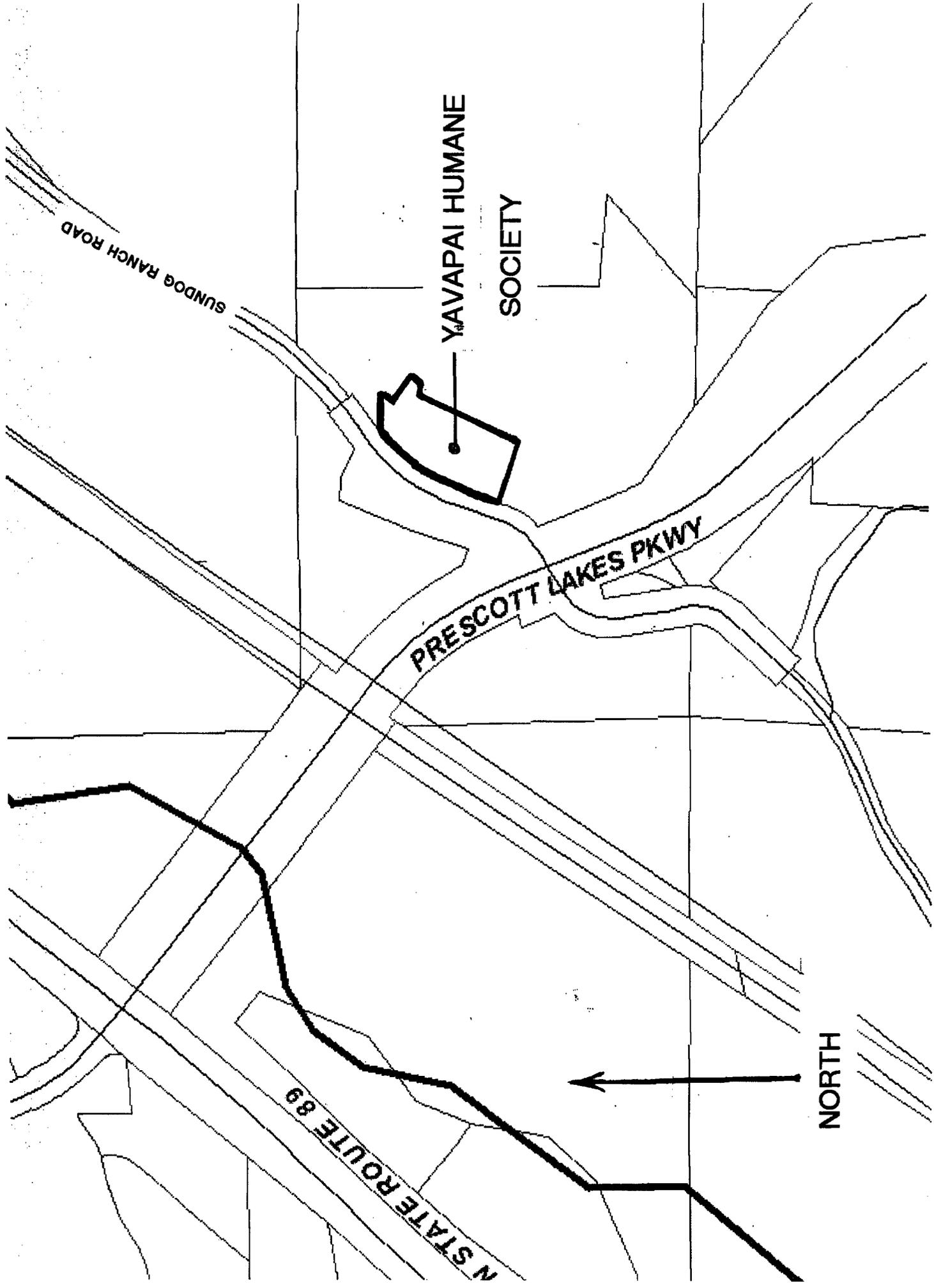
PARKWAY

ROAD



837.83'
S88°20'53"E

AP



SUNDOG RANCH ROAD

YAVAPAI HUMANE SOCIETY

PRESCOTT LAKES PKWY

N STATE ROUTE 89

NORTH



The Yavapai Humane Society

1625 Sundog Ranch Road
Prescott, Arizona 86301
Tel: (928) 445-2666
Fax: (928) 445-0331
Web: www.yavapaihumane.org

November 23, 2009

City of Prescott
P.O. Box 2059
Prescott, AZ. 86302

Re: Easement for gas line

The Yavapai Humane Society is presently using LP Gas for all of our heating needs. As you well know, this is a very expensive way to heat.

The old Present Animal Control building, which we lease from the city, has natural gas fed in from a Prescott Lakes Parkway meter.

We would please ask you to consider granting an easement for natural gas to our property. It would follow the same trench as presently exists and would transgress to our property.

The Yavapai Humane Society is non-profit and relies solely on donations, wills and fund raising. The money saved on our heating bills would be substantial and help us in maintaining the many programs for the community.

Thank you for your consideration,

Duane Adams
Executive Director

Contact person: Richard Sallomi 776-1676

When recorded, mail to:

CITY OF PRESCOTT
CITY CLERK
P. O. Box 2059
Prescott, AZ 86302

NATURAL GAS SERVICE UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The City of Prescott hereinafter called "Grantor", hereby grants unto Yavapai Humane Society, a non-profit organization, hereinafter referred to as the "Grantee", its successors or assigns, the right of ingress and egress over and through the following described property, for natural gas service utility purpose, to use and construct same, together with the right to construct, maintain and place a natural gas service therein, said property more particularly described on the attached Exhibit "A".

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this _____ day of _____, 2009.

GRANTOR CITY OF PRESCOTT:

Marlin D. Kuykendall
Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke
City Clerk

Gary D. Kidd
Prescott City Attorney

STATE OF ARIZONA)

County of Yavapai) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, 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.

GRANTEE:

BY _____
ITS _____

ATTEST:
STATE OF ARIZONA)

County of Yavapai) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, 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.

COUNCIL AGENDA MEMO – 12/15/2009
DEPARTMENT: Public Works
AGENDA ITEM: Award of a professional services contract to Shephard Wesnitzer, Inc. for the Bio-Retention and Drywell Feasibility Study in an amount not to exceed \$34,480.00

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	12/07/09

Item Summary

This item is to approve a contract for engineering services with Shephard Wesnitzer, Inc., for a feasibility study for potential construction of a bio-retention basin and drywell to address surface water quality issues within the Granite Creek Watershed. The study will provide specific siting evaluations, preliminary design report, and conceptual design with 15% engineering plans.

Background

On July 28, 2009, City Council adopted Resolution No 3981-1008 providing for the submittal of an application and acceptance of a Technical Assistance Grant from the Water Infrastructure Financing Authority of Arizona (WIFA) in an amount not to exceed \$34,500. The Grant is classified as a "green project" and requires no matching funds from the City.

The Water Conservation and Safe Yield Committee, working with City staff, initiated the project and grant application under the, Clean Water Act, for WIFA consideration.

Procurement

On October 29, 2009, the City received seven (7) proposals for the publicly advertised project. Pursuant to professional services selection procedures, staff ranked the individual firms based on their Statements of Qualifications, and then interviewed the top ranked two firms to determine the final ranking for each project. Shepard-Wesnitzer, Prescott, was the top ranked firm for this project. Subsequently, the scope of services and negotiation of fees were successfully completed.

Schedule

180 days are allowed for completion of the contract. Pending Council approval, the work will begin immediately upon receipt of signed contracts, with completion anticipated by the end of June 2010.

Agenda Item: Award of a professional services contract to Shephard Wesnitzer, Inc. for the Bio-Retention and Drywell Feasibility Study in an amount not to exceed \$34,480.00

Budget

FY 10 funding in the amount of \$34,480.00 is available from the One Cent Sales Tax for Streets and Open Space for the Bio-Retention and Drywell Feasibility Study; (Budget Account No. 2157810-8410-09625). The project is fully funded/reimbursed by the WIFA grant.

No City match is required.

Attachment	Scope of Work	Exhibit A
	Fee Proposal	Exhibit B
	WIFA Grant Resolution	Exhibit C
	WIFA Grant Letter	Exhibit D

Recommended Action: **MOVE** to approve a professional services contract with Shephard Wesnitzer, Inc., for the Bio-Retention and Drywell Feasibility Study in an amount not to exceed \$34,480.00.

EXHIBIT A

**Scope of Services for the
Bio-Retention and Drywell Feasibility Study
City of Prescott, Arizona
Shephard-Wesnitzer Inc. (SWI) – Prepared November 30, 2009**

SCOPE OF WORK

1.1 Project Description

Increased development that has occurred as Prescott has grown has promulgated an increase in storm water runoff which carries pollutants and sediment to local watercourses including Granite Creek and Watson Lake. Best management practices will be considered for implementation at the selected sites to mitigate water quality issues as related to said increased development. The purpose of the feasibility study is to extrapolate the most suitable subsurface conditions for water storage from a matrix of available hydrologic and geologic data and determine the number of locations (between staff and SWI) to be considered for bioretention basins with drywell recharge potential.

1.2 Site Selection and Evaluation

Sites considered for evaluation must be located within the City of Prescott boundaries and must accept storm water runoff from developed or partially developed drainage basins. For the sites SWI will consider at a minimum the hydro-geologic and geotechnical feasibility for the basins. Some sites may be eliminated immediately with very little study or assessment. This evaluation will include determining groundwater and bedrock elevations and subsurface soil properties from available information. The sites will be evaluated for suitable topographic relief to allow the capture and release of storm water flows. A variety of vegetative plantings will also be assessed for suitability for contaminant removal in the bio-retention basins.

For this project, sites for consideration shall be limited to City owned property. Additionally, from the initial matrix of potential sites, not more than 3 sites will be included in the detailed site analysis from which a single site will be selected for the 15% level of design per section 3.11. The following definitions shall be used for this Scope of Services:

Sites = all City owned parcels to be included in the initial matrix of possible sites from which the "Selected Sites" will be determined

Selected Sites = Not more than 3 parcels to be analyzed in further detail from which the final "Selected Site" will be determined for 15% level of detail design

Selected Site = parcel determined from the Selected Sites to be used for Preliminary 15% level of design

BIO-RETENTION & DRYWELL FEASIBILITY STUDY SCOPE OF SERVICES

EXHIBIT A

1.3 Data Collection for the Sites

SWI shall collect and review pertinent data from the City and other outside sources. Data to be collected will include previous hydrologic and historical flooding information; as-built plans for existing structures (if any) and adjacent roadways; existing topographic mapping; ADWR well logs; USGS geologic mapping, soil boring logs from past city projects close to the sites, and other pertinent information. All available existing relevant data will be reviewed with the purpose of developing an understanding of the geologic and hydrogeologic environment. Data sources reviewed will include Arizona Department of Water Resources (ADWR) records and existing publications from sources such as the Arizona Geological Survey. Other potential sources of information about current groundwater conditions include City of Prescott records and directly contacting adjacent property owners for access to relevant data.

The City will provide all GIS information available for the sites under consideration. The City will research project and development files for any data relevant to site evaluation. The sites will be ranked based on key criteria agreed to by the City. These criteria may include location, constructability, access, volume of runoff intercepted, and percolation/permeability rates of soils. A matrix will be created to rank the sites reviewed and a detailed site evaluation will be completed for the highest ranked selected sites.

SWI shall conduct a field reconnaissance trip for physical data collection for the selected sites. Any existing improvements such as culverts or basins will be photographed and dimensions such as length, diameter and approximate slopes shall be collected. Existing channel geometries will be estimated and photo documentation of the contributing watersheds shall be collected.

The results of the data collection efforts will be included in the Pre-Design and Feasibility Study.

1.4 Laboratory Testing for Selected Sites

Laboratory tests may be performed as considered necessary for engineering analysis. Tests which may be necessary for the project include grain-size analysis, PI, and soil percolation evaluation. Testing will be performed only if sufficient data to assess the site is unavailable from city records or other sources. A separate fee proposal will be prepared for this task and submitted to the City. Work will not progress until the City has approved this proposal.

1.5 Pre-Design and Feasibility Study for Selected Sites

Engineering analysis of the data collected in the field investigation, existing document search, and any laboratory testing will be made for the selected sites. Three copies of the Pre-Design and Feasibility Study will be submitted, which will include the following:

- An evaluation of the feasibility of combining a bio-retention basin with a drywell to reduce storm water pollution and increase water storage.

BIO-RETENTION & DRYWELL FEASIBILITY STUDY SCOPE OF SERVICES

EXHIBIT A

- An evaluation of the suitability for the selected sites considered to effectively use retention ponds, drywell systems for storm water quality improvements, streetscape beautification, and the direct infiltration of storm water for storage.
- An evaluation of the potential for a bio-retention basin/drywell system for reducing flooding and restoring healthy base-flow to the areas' streams.
- Data gathered will be mapped using GIS layers compatible with the City's GIS to evaluate locations within the City which best meet the criteria for subsurface infiltration for storage of storm water.
- Maintenance requirements and estimated costs on an annual basis.

1.6 GIS map overlays for Selected Sites

SWI will obtain GIS base maps from the City/County for the sites being evaluated. Map overlays will be made to the base maps. The overlays to be developed will include topographic maps, soil permeability maps, delineation of contributing drainage basin maps, land use maps, soil boring cross-section maps from past City projects, and geologic maps. SWI will develop such overlays provided the overlay data is available. It is assumed topography, land use, and geologic maps are available in digital format.

1.7 Retention sizing calculations for Selected Site

SWI will consider retention basin percolation and drywell infiltration when sizing the retention basin footprint for the selected site. These sizing calculations will consider the geotechnical data which was collected from nearby projects or the field investigation data, if collected.

1.8 Evaluate suitable native vegetation for bio-retention basins

Determine recommended planting types and costs to meet bio-retention criteria to reduce storm water pollutant load. The City will provide the bio-retention criteria to meet. SWI will collaborate with the City Water Conservation Coordinator, Landscape Architect, local Landscape Contractors and others as directed by the City to establish the recommended planting types and costs. SWI will estimate maintenance and irrigation costs and develop O&M procedures for vegetative cover.

1.9 Hydrology for Selected Sites

SWI will make use of City approved drainage studies, where available. Should an approved drainage study not be available, the contributing drainage area to the sites will be delineated using City approved hydrologic procedures. Hydrology for small drainage basins will be evaluated using rational method hydrology. Larger washes, those exceeding a drainage area of 160 acres, will be evaluated using regional regression equations such as those summarized in chapter 10 of the Arizona Department of Transportation (ADOT) Highway Drainage Design Manual (Hydrology, March 1993). Detailed hydrology, such as a rainfall-runoff model, is not within the scope of this study.

It is anticipated that a 10 to 100 year recurrence interval will be considered the design events for the selected sites. The actual design recurrence interval will be agreed upon by SWI and the City at the beginning of the hydrology phase. The factors that will determine the design event will include anticipated construction cost and anticipated acceptable maintenance burden. Prior to analyzing the hydrology SWI shall detail the land use of the

BIO-RETENTION & DRYWELL FEASIBILITY STUDY SCOPE OF SERVICES

EXHIBIT A

watershed area and obtain approval from City staff that the watershed meets the criteria selections for the project.

The deliverable for this task will include:

- One (1) drainage area map at a scale of 1" = 2000', or 1" = 500' that depicts the contributing drainage area.
- The results of the regional regression equation evaluation presented in a tabular format

1.10 Assessment of Scour Potential for Selected Sites

Site topography and aerial photography will be reviewed to determine susceptibility of scour due to the flow of water in ephemeral streams that run in parallel with the proposed alignments. A qualitative evaluation of the scour potential will be completed. The purpose of the qualitative assessment will be to anticipate the likelihood of scour as final design commences. A quantitative assessment of potential scour and the design of scour revetment are not within the scope of this study.

The deliverable for this task will include a table with data including design discharge, velocity, and qualitative assessment of erosion potential.

1.11 Preliminary Design for the Selected Site

For the selected site provide a preliminary design for a retention basin system which will provide sediment retention and pollutant capture, prior to infiltration or discharge of storm water. The City will provide the design criteria for peak discharge design frequency and the volumetric design frequency.

A preliminary hydraulic analysis will be performed to verify that the design discharge can be properly routed through the bioretention/drywell system and there is adequate storage volume available. The system must also drain within a specified duration, normally 36 hours. An outflow control structure must also be adequately sized for the specified design criteria.

The deliverable for this task will include a 15% level plan view of the proposed retention basin including preliminary construction notes. Preliminary grading, dimensions and side slopes will be provided sufficient to allow quantity calculations. A suitable scale will be used such that features can clearly be dimensioned.

1.12 Assessment of Dry Well or Alternative Design and Recharge Measurement Method for the Selected Site

SWI will utilize the best available information to assess the feasibility of using dry wells for the selected site. This will include nearby percolation estimates from other projects which may be available. Should the City require site specific percolation estimates, field samples will be collected and laboratory analysis performed as described in section 1.4. A separate proposal will be prepared for this task and submitted to the City. Work will not progress until the City has approved this proposal.

BIO-RETENTION & DRYWELL FEASIBILITY STUDY SCOPE OF SERVICES EXHIBIT A

SWI will review the hydro-geologic conditions for the selected site as discussed in Data Collection, Feasibility Study and Design sections of this scope. Based on the results of the evaluation of the hydro-geologic assessment, the appropriate field measurement for quantifying measurement of groundwater recharge will be scoped. If a shallow basin site evaluation is appropriate, a double ring infiltrometer test may be appropriate for estimating the hydraulic conductivity. If a deep boring is appropriate a falling head or constant head hydraulic conductivity test may be appropriate. SWI will prepare a separate proposal for this task and submit to the City. Work will not progress until the City has approved this proposal.

1.13 Final Report

Collected data, engineering assumptions, calculations, recommendation, tables, the drainage area map and the 15% level of design plans will be compiled for inclusion into the final report. Three copies of the Final Report will be submitted to the City. SWI will address all comments associated with the City review of the final report and print 3 additional copies of the final report.

STANDARD OF CARE:

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

OPINIONS OF COST:

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

END OF THE BIO-RETENTION AND DRYWELL FEASIBILITY STUDY SCOPE OF SERVICES

SWI Engineering - EXHIBIT B
PROJECT NAME: Feasibility Study and Concept Design for a Bio-Retention-Dry Well System
DATE PREPARED: November 30, 2009
SWI Project Number 09393

No.	Contract Tasks	SWI STAFF HOURS								Total Man Hours	Total Labor Cost			
		E-4 Aldridge (Proj Mgr)	E-4 Beckwith (Prncpal)	E-3 Link (Proj Engr)	EIT McCormick (Designer)	CADD Drafter	Survey Manager	Surveyor	Clerical			Equip (GPS)		
44	Analyze Feasibility of Drywell Application for the Selected Site from Available Data													
45	Site Specific Percolation Testing - separate proposal & City approval required													
46	Review Hydro-geologic conditions for the Selected Site													
47	Site Specific Groundwater Recharge Testing - separate proposal & City approval required													
48	Final Report	10		10	8								28	\$ 3,540
49	Compile all Data from previous tasks													
50	Generate Final Report, Recommendations and Exhibits													
51	Presentation to Water Conservation Committee													
52	Review and Revisions/QA/QC													
53	Final Report Acceptance and Delivery													
54	Presentation to City Council													

BASIC SERVICES SUMMARY

TOTAL SWI LABOR HOURS	41	1	46	118	0	0	0	0	0	0	193	\$	22,180
TOTAL SWI DIRECT LABOR FEES												\$	8,500
SUBCONSULTANT FEES												\$	3,000
NINYO & MOORE (Hydrogeology & Geotechnical)												\$	11,500
TBK & Associates (Landscape Architect)												\$	800
TOTAL SUBCONSULTANT DIRECT LABOR FEES												\$	11,500
REIMBURSABLE EXPENSES ALLOWANCE												\$	800
TOTAL FEE W/REIMBURSABLE EXPENSES ALLOWANCE												\$	34,480

RESOLUTION NO. 3981-1008

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE APPLICATION AND ACCEPTANCE OF A WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA PROJECT TECHNICAL ASSISTANCE GRANT IN THE AMOUNT OF \$34,500.00, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, two watercourses within the City of Prescott, Granite Creek and Watson Lake, have been designated by the U.S. Environmental Protection Agency as being impaired due to certain stormwater runoff constituents; and

WHEREAS, the City of Prescott is currently working toward implementing a comprehensive stormwater management program to reduce the loading of such constituents that may be contributing to the impairment; and

WHEREAS, the comprehensive stormwater management program will include evaluation and application of various best management practices to address surface water quality issues; and

WHEREAS, the City of Prescott's Water Conservation/Safe Yield Committee formulated a conceptual proposal to investigate the feasibility of combining a bio-retention basin and drywell to maximize infiltration as a tool to reduce stormwater runoff and increase water storage; and

WHEREAS, the Water Infrastructure Finance Authority of Arizona provides technical assistance grants for such purposes.

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 a Water Infrastructure Finance Authority of Arizona Project Technical Assistance Grant in the amount of \$34,500.00, which grant does not require a match, to evaluate the feasibility of constructing a bio-retention basin with a drywell to address surface water quality issues for the health and benefit of the residents of the City.

Section 2. THAT the Mayor and staff are hereby authorized to execute the grant documents, and to take any and all steps deemed necessary to accomplish the above.

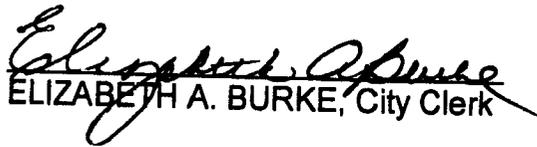
PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28th day of July, 2009.



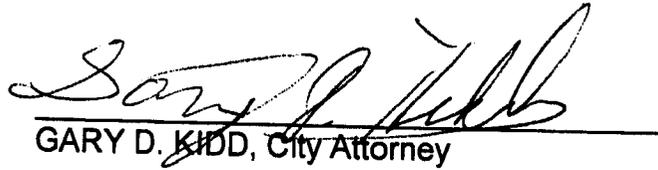
JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:



ELIZABETH A. BURKE, City Clerk



GARY D. KIDD, City Attorney

JANICE K. BREWER
Governor



JUDY NAVARRETE
Executive Director

Water Infrastructure Finance Authority of Arizona

July 2, 2009

Prescott, City of
Connie Tucker
201 S. Cortez Street
Prescott, AZ 86303

Re: Technical Assistance Program Funding Cycle 2010 Grant Award

Congratulations, your project has been selected for a grant award from the Water Infrastructure Finance Authority (WIFA) for the Fiscal Year 2010 Technical Assistance Program.

Project name: **City of Prescott Bio-Retention/Drywell Systems**
Project number: **TACW-026-2010**
Grant award: **\$34,500**
Minimum required match: **\$0**

You are cordially invited to attend the 2010 Technical Assistance Kickoff Seminar hosted by WIFA staff. The purpose of the seminar is to walk you through the step-by-step process of preparing for, receiving and initiating your Technical Assistance Grant project. This is your opportunity to understand the process for getting started and completing the required forms.

The Kickoff Seminar details are as follows:

Thurs., July 16, 2009 **1:00 pm – 3:00 pm** **AZ Dept. of Environmental Quality**
1110 W. Washington, Ste. 250
Phoenix, Arizona 85007

Please **R.S.V.P.** by calling or emailing Ruby Hernandez at (602) 364-1329, toll free at 1-877-298-0425, or at rhernandez@azwifa.gov to reserve your seat(s) and materials. **Please respond no later than 1:00 p.m. on Wednesday, July 15, 2009.**

To prepare you for the meeting and grant initiation, we have enclosed some helpful materials to get you started. WIFA staff will be reviewing these materials at the meeting and answering any questions. We look forward to meeting you at the kickoff seminar and assisting you with your WIFA Technical Assistance project.

Sincerely,

A handwritten signature in cursive script that reads "Judy Navarrete".
Judy Navarrete
Executive Director

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S
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COUNCIL AGENDA MEMO – 12/15/2009
DEPARTMENT: Public Works
AGENDA ITEM: Adoption of Ordinance No. 4726-1023 to accept a Quit Claim Deed from Qwest and adoption of Ordinance No. 4727-1024 to accept new right-of-way along Willow Lake Road west of SR 89 by Map of Dedication

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>12/09/09</i>

Item Summary

This item is to accept a Quit Claim Deed from Qwest and to approve a Map of Dedication to include the Qwest property as additional Right-of-Way for Willow Lake Road.

Background

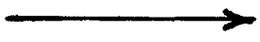
In October of 1995 the City of Prescott and Qwest (U.S. West) executed a real property exchange (Ordinance No. 3426) to facilitate the realignment of Willow Lake Road. The property the City Quit Claimed to Qwest inadvertently eliminated public access to an alley within the County. The error was recently discovered as a part of the review process for the proposed Granite Dells Plaza development.

Qwest has prepared a Quit Claim Deed (copy attached) to convey a portion of the exchange property back to the City at no cost which will provide public access to the alley and also provide a second access point to the Granite Dells Plaza development. The property that Qwest will Quit Claim is off-set to the west of the alley because Qwest has installed several above ground terminals which necessitated the shift in alignment. The Granite Dells Plaza developer will be required to dedicate an ingress/egress easement across a portion of their property to align the offset entry with the existing alley which is to occur via another instrument and ordinance brought back for Council action and acceptance in the future.

- Attachments**
- Location Map
 - Ordinance No. 3426
 - Exhibit "A" Quit Claim Deed with Map and Legal Description
 - Ordinance No. 4726-1023
 - Exhibit "B" Right-of-Way Dedication Map and Legal
 - Ordinance No. 4727-1024

Recommended Action: MOVE to adopt Ordinance No4726-1023 and Ordinance No. 4727-1024.

NORTH



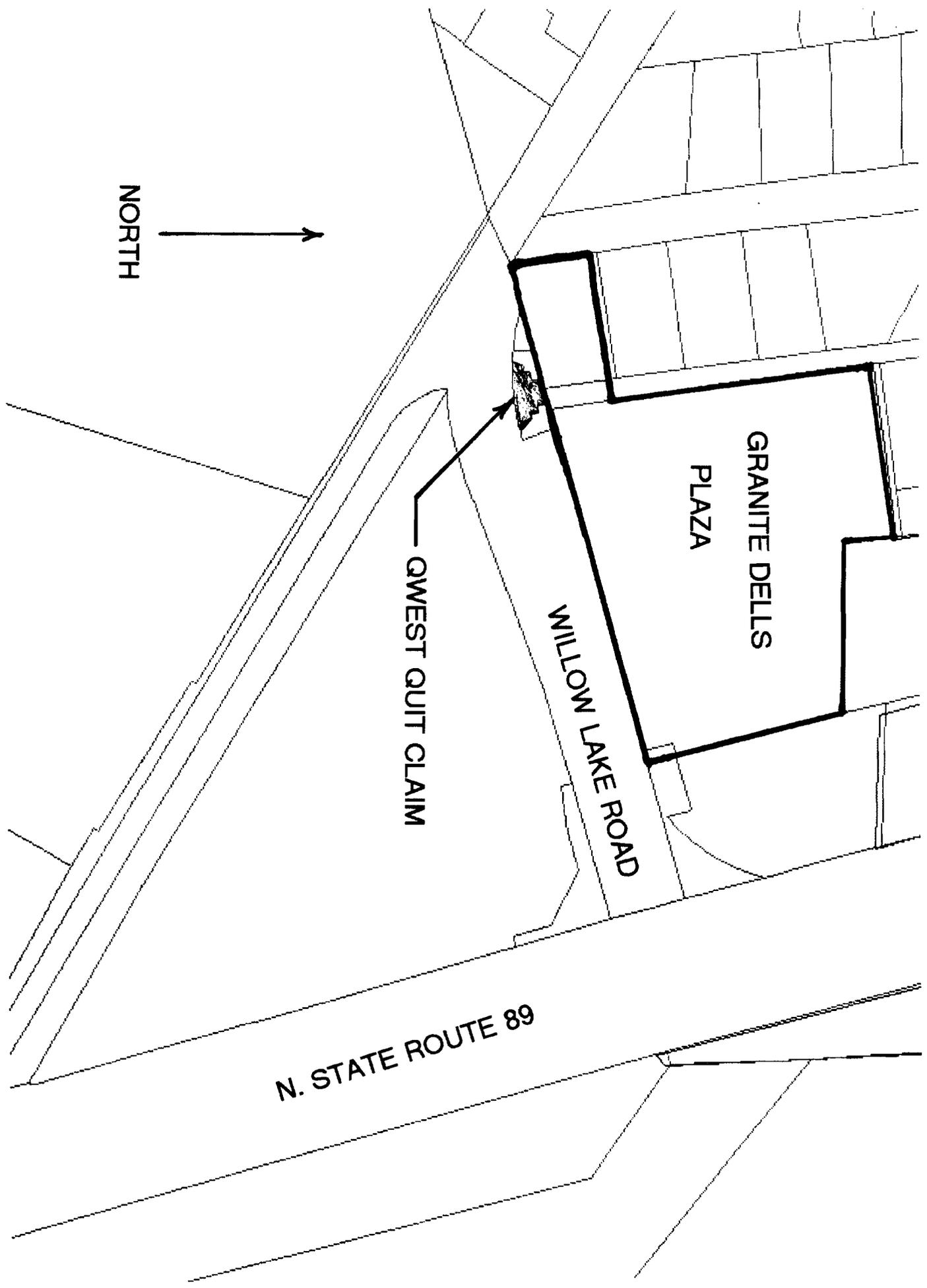
QWEST QUIT CLAIM



WILLOW LAKE ROAD

GRANITE DELLS
PLAZA

N. STATE ROUTE 89



ORDINANCE NO. 4726-1023

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING A QUIT CLAIM DEED FROM QWEST FOR ADDITIONAL WILLOW LAKE ROAD RIGHT-OF-WAY AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE THE FOREGOING

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that accepting a Quit Claim from Qwest will benefit the citizens of Prescott and Yavapai County and improve public safety.

WHEREAS, there is no compensation paid for the Qwest property.

ENACTMENTS:

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

SECTION 1. THAT the Quit Claim Deed from Qwest, as more particularly described and set forth in Exhibit "A", attached hereto and made a part hereof, is hereby accepted.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute any and all documents to implement the foregoing.

SECTION 3. THAT the Quit Claim Deed is hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 15th day of December, 2009.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT "A"

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
QWEST CORPORATION
1801 California Street, 10th Floor
Denver, CO 80202
Attn: Real Estate Attorney

QUITCLAIM DEED

File No.

For the consideration of TEN AND NO/100 DOLLARS, and other valuable consideration, the receipt and sufficiency of which are acknowledged, QWEST CORPORATION, a Colorado corporation, formerly known as U S WEST Communications, Inc. ("Grantor"), hereby quitclaims to THE CITY OF PRESCOTT, an Arizona municipal corporation ("Grantee"), all right, title, and interest in and to the following described real property situated in Yavapai County, Arizona, without any representation or warranty whatsoever:

See Exhibit A attached hereto and incorporated herein (the "Property"),

SAVE AND EXCEPT any telecommunications facilities located upon, over, under and across the Property, title to which is retained by Grantor and such telecommunications facilities are not conveyed to Grantee hereby, and

RESERVING HOWEVER, unto Grantor and its successor, assigns, affiliates, lessees, contractors, licensees and agents, a perpetual non-exclusive easement over, under and across said Property, for any existing and future telecommunications facilities presently located or to be located on the Property and to construct, reconstruct, modify, change, add to, operate, repair, upgrade, maintain, and remove existing and future telecommunications facilities, electrical and gas facilities, and other appurtenances, from time to time, as Grantee and its successors, assigns, affiliates, lessees, contractors, licensees and agents may require, and reserving also unto said parties a right of ingress and egress over and across the Property for vehicular and pedestrian access to improvements located on the Property and to adjacent parcels owned or used by Grantor to undertake such activities with respect to Grantor's telecommunications facilities located on the Property and such adjacent property.

A.P.N.:

Quitclaim Deed continued

File No.:

Date: _____, 2008

Grantee agrees to be responsible for any loss or damage to Grantor's facilities resulting from Grantee's traffic control and construction, maintenance and repair activities upon the Property. No buildings, structures or other improvements shall be constructed on the Property without first obtaining the prior written consent of Grantor which may be withheld in Grantor's discretion. No telecommunications providers, other than Grantor, shall be permitted to use or occupy the Property and Grantor shall have a right of re-entry for condition broken if this condition is breached. Grantee shall not alter the surface of the Property or change the grade of any other property located adjacent to the Property in a manner that adversely impacts the drainage of the Property or Grantor's telecommunications facilities thereon.

DATED: Sept. 14, 2009

QWEST CORPORATION, a Colorado corporation

By: *LaRae Dodson*
LaRae Dodson, Director of Real Estate

STATE OF COLORADO)
)ss.
City and County of DENVER)

On Sept. 14, 2009, before me, the undersigned Notary Public, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Sept. 8, 2012

Julia K. Yalley
Notary Public



A.P.N.:

Quitclaim Deed continued

File No.:

Date: _____, 2008

ATTEST:

THE CITY OF PRESCOTT, an Arizona municipal corporation

By: _____

By:

Name:

Title: City Clerk

Name: _____

, Mayor

STATE OF ARIZONA)

County of YAVAPAI)
)ss.

On _____, before me, the undersigned Notary Public, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

A.P.N.:

Quitclaim Deed continued

File No.:

Date: _____, 2008

EXHIBIT A

LEGAL DESCRIPTION
FOR
PARCEL NO.

All that portion of Block "C" of WILLOW LAKE SUBDIVISION, as recorded in Book 5 of Maps and Plats, Page 55, and as shown on the Record of Survey, recorded in Book 39 of Land Surveys, Page 1 1, both on file in the Yavapai County Recorder's Office, Yavapai County, Arizona, located in the West Half of Section 13, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, the easement being more particularly described as follows:

Commencing at the Northwest corner of Lot 8 in said Block "C" of WILLOW LAKE SUBDIVISION,

Thence, South 08°51'58" East, a distance of 358.90 feet, along the East right-of-way line of the alley described in said Block "C" of WILLOW LAKE SUBDIVISION, to a point on the North right-of-way line of Willow Lake Road;

Thence, South 74O01'07" West, a distance of 7.56 feet, along the said North right-of-way line of Willow Lake Road, to the POINT OF BEGINNING for this description;

Thence, South 07O4 1 '4 1 " East, a distance of 10.03 feet;

Thence, North 82'37' 15" East, a distance of 5.01 feet;

Thence, South 17O58' 14" East, a distance of 1 1 .O1 feet;

Thence, South 57O39' 1 1" East, a distance of 1 1.72 feet, to a point on a arc belonging to the Lands of Qwest, said point being the beginning of a non-tangent curve, concave to the Northwest, with a radius of 259.93 feet, the radius point of which bears North 14O23'55" West;

Continuing Southwesterly, along said Lands of Qwest curve, through a central angle of 13°54'30", with an arc length of 63.10 feet, having a chord bearing of South 82O33'20" West, with a chord distance of 62.94 feet;

Thence, North 42O34'58" East, a distance of 10.36 feet;

Thence, North 02"54'0IW East, a distance of 1 1 .O1 feet;

A.P.N.:

Quitclaim Deed continued

File No.:

Date: _____, 2008

Thence, North 82°18'32" East, a distance of 5.00 feet;

Thence, North 07°04'28" West, a distance of 6.05 feet, to a point on the said North right-of-way line of Willow Lake Road;

Thence, North 74°01'07" East, a distance of 32.34 feet, along said North right-of-way line of Willow Lake Road, to the POINT OF BEGINNING, and the END of this description;

Containing 1,200 sq. ft., more or less.

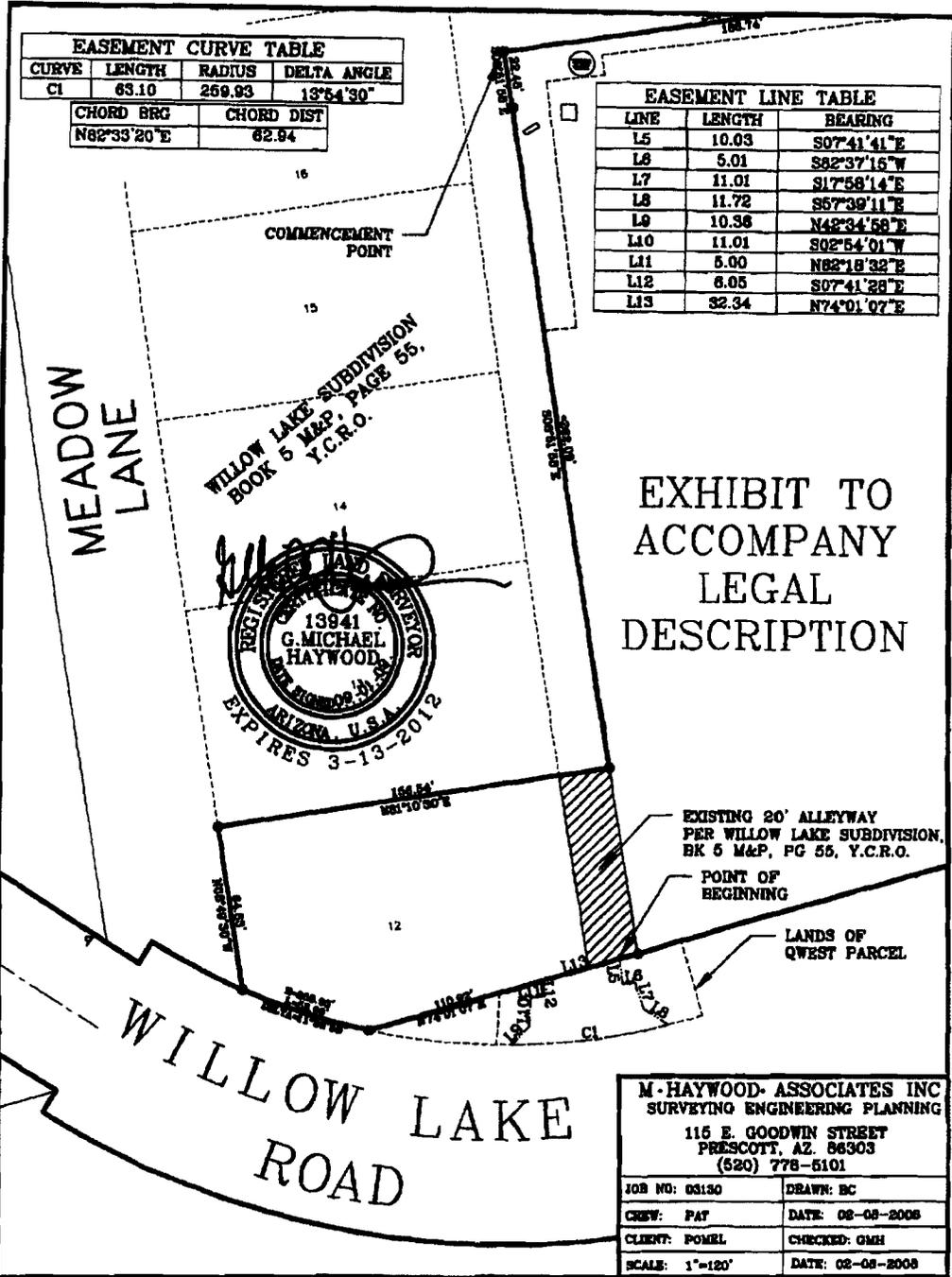
A.P.N.:

Quitclaim Deed continued

File No.:

Date: _____, 2008

C:\JOBS\03130\GRANITE DELLS PLAZA CONST PLANS 2007.dwg. ESMNT THRU QWEST EXHIBIT. 9/1/2009 3:14:32 PM.



ORDINANCE NO. 4727-1024

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING THE DEDICATION OF CERTAIN ROADWAY LOCATED ADJACENT TO WILLOW LAKE ROAD WITHIN THE CITY OF PRESCOTT AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE NECESSARY STEPS TO COMPLETE ACCEPTANCE AND DEDICATION AS A CITY OF PRESCOTT PUBLIC ROADWAY

RECITALS:

WHEREAS the City Council of the City of Prescott has determined to accept a certain parcel for additional Right-of-Way for Willow Creek Road will improve public safety and provide access to adjacent property; and

WHEREAS the property owner Qwest, will Quit Claim the parcel to the City of Prescott at no cost:

ENACTMENTS:

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

SECTION 1. THAT the Quit Claimed real property from Qwest as shown and described in Exhibit "A" will be additional Right-of-Way for Willow Lake Road.

SECTION 2. THAT the Mayor and staff are hereby authorized to executed any and all documents to implement the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 15th day of December, 2009.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

10/18/95 & 10/25/95

ORDINANCE NO. 3426

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, EXCHANGING CERTAIN REAL PROPERTY IN THE VICINITY OF WILLOW LAKE ROAD WITH U. S. WEST, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE THE FOREGOING.

WHEREAS, the City Council of the City of Prescott has determined that an exchange of certain real property with U. S. West is required for the realignment of Willow Lake Road; and

WHEREAS, U. S. West is willing to enter into this exchange; and

WHEREAS, the value of the properties being exchanged is substantially equal.

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

SECTION 1. THAT, the City Council hereby accepts the offer to convey to the City that real property more particularly identified in the attached Exhibit "1".

SECTION 2. THAT, that certain municipal Right of Way as set forth in Exhibit "2", is no longer necessary for public use and the same is hereby vacated and abandoned.

SECTION 3. THAT, title to that property set forth in Exhibit "2" shall vest in U. S. West.

SECTION 4. THAT, the Mayor and Staff are hereby authorized and directed to execute any and all documents in order to effectuate the foregoing.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 10th day of OCTOBER, 1995.


DAITON RUTKOWSKI, Mayor

ATTEST:

MARIE L. WATSON, City Clerk

APPROVED AS TO FORM:

JOHN R. MOFFITT, City Attorney

Exhibit 1

When recorded, mail to:

CITY OF PRESCOTT
CITY CLERK
P. O. Box 2059
Prescott, AZ 86302

INDEXED &
MICROFILMED

	INSTRUMENT # 9558255	
	OFFICIAL RECORDS OF	
	YAVAPAI COUNTY	
	MARGO W. CARSON	
	REQUEST OF:	
	CITY OF PRESCOTT	
DATE: 11/09/95 TIME: 09:40		
FEE: 4.50 SC: 4.00 FT:		
BOOK 3107 PAGE 073 PAGES: 008		

BY	45
DATE	
TIME	
FILE	
CLERK	
RECORDS	
SECTION	
NO.	
TOTAL	
AMOUNT	
PAID	
REMARKS	

QUIT CLAIM DEED

FOR THE CONSIDERATION of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, U S WEST Communications, Inc., a Colorado corporation, formerly known as The Mountain States Telephone and Telegraph Company, duly authorized to do business in the State of Arizona, Grantor, hereby quitclaims to the CITY OF PRESCOTT, an Arizona municipality, all right, title or interest in the following real property situated in Yavapai County, Arizona:

See Exhibits "A" and "A-1", attached hereto and made a part hereof.

Exempt from filing fee pursuant to ARS § 42-1614(A)(3) and 42-1614(B)(2).

DATED this 25th day of September, 1995.

U S WEST Communications, Inc. APPROVED AS TO LEGAL FORM:

By: James R. Bradley
 Name:
 As Attorney in Fact

S. Satter
 Date: 9/21/95

EXHIBIT "A"

Beginning at the true point of beginning recorded in Book 1782, Page 269 records of Yavapai County. Then continuing South 74°20'09" West (recorded S 73°57' W) 48.86 feet to the TRUE POINT OF BEGINNING for the parcel described in this exhibit, said point marked with a 1/2 inch rebar capped LS 16921,

Thence South 74°20'09" West, 35.46 feet to a point of the northeasterly right of way of Willow Lake Road said point marked with a 1/2 inch untagged rebar,

Thence South 57°17'32" East, 99.96 feet (recorded S 57°43'23" East, 100.00 feet) along said right of way, said point marked with a 1/2 inch untagged rebar,

Thence North 02°10'42" West, 57.76 feet to a point,

Thence westerly along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 10°37'18", a length of 48.20 feet, a chord bearing of North 83°00'15" West and a chord distance of 48.13 feet to the TRUE POINT OF BEGINNING.

Said parcel having an area of 2402.4 square feet, more or less.

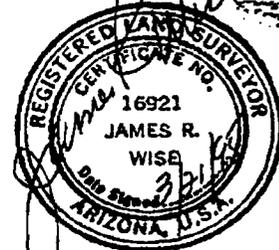
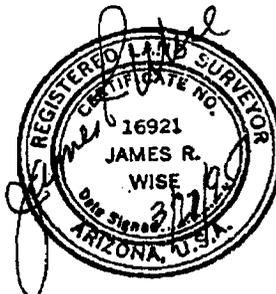
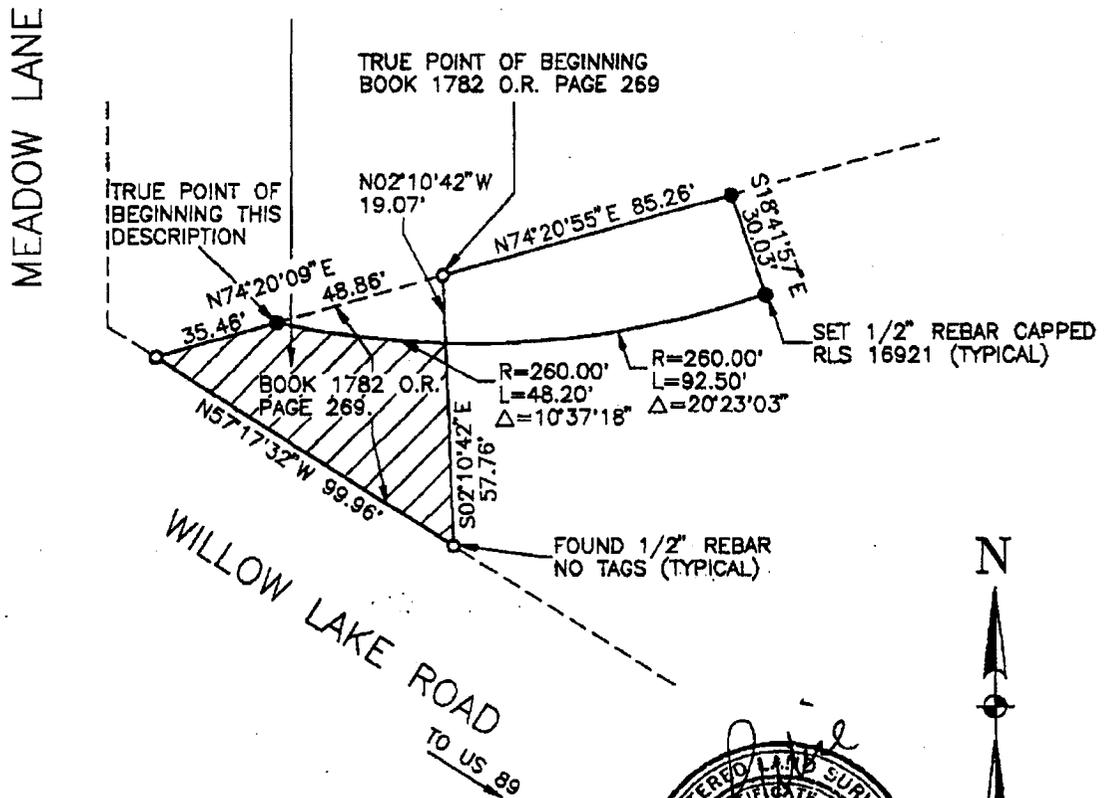


Exhibit A to Exhibit 1

BOOK 3107 PAGE 75

EXHIBIT A-1
to Exhibit 1

PARCEL DESCRIBED IN EXHIBIT A



SCALE: 1"=50'

KELLEY/WISE ENGINEERING INC.
119 EAST GOODWIN STREET
PRESCOTT, ARIZONA 86303



STATE OF COLORADO

DEPARTMENT OF
STATE

CERTIFICATE

I, *NATALIE MEYER*, Secretary of State of the State of Colorado hereby certify that ACCORDING TO THE RECORDS OF THIS OFFICE, A CERTIFICATE OF AMENDMENT DATED JANUARY 3, 1991 WAS ISSUED FOR A CHANGE OF CORPORATE NAME OF THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY (COLORADO CORPORATION)

TO

U S WEST COMMUNICATIONS, INC.

Dated: MARCH 5, 1991

Natalie Meyer
SECRETARY OF STATE

POWER OF ATTORNEY TO SELL AND LEASE REAL PROPERTY

U S WEST Communications, Inc., A Colorado corporation formerly known as The Mountain States Telephone and Telegraph Company and successor in interest to Pacific Northwest Bell Telephone Company and Northwestern Bell Telephone Company ("Grantor"), does hereby make, constitute and appoint President, Vice President Operations and Director Real Estate, all of U S WEST Business Resources, Inc. (any one of whom shall be referred to herein as "Attorney in Fact"), to be its true and lawful attorney in fact, for it and in its name, place and stead, and on its behalf, and for its use and benefit:

1. To grant, bargain, sell and convey, and lease, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that Grantor now owns or may hereafter acquire, under such terms and conditions, and under such covenants, as Attorney in Fact shall deem proper.
2. To lease, sublet and assign all or any part of any real or personal property, or interest therein, for Grantor's use in the operation of its business.
3. To enter into easement agreements, as the grantee thereof, for access over real property not owned by Grantor, and for the installation and maintenance of Grantor's telecommunications equipment and cable.
4. To make, sign, endorse, execute, acknowledge and deliver such contracts, agreements, options, covenants, deeds, bills of sale, lien affidavits, settlement statements, leases, easements and such other instruments in writing of whatever kind of nature as may be necessary or proper in the exercise of the rights and powers granted herein.
5. To do, take and perform all and every act and thing whatsoever proper or necessary to be done in the exercise of any of the rights and powers granted herein, as fully to all intents and purposes as Grantor might or could do, with full power of substitution or revocation, hereby ratifying and confirming all that Attorney in Fact shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers granted herein.

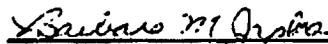
It is the intent of this Power of Attorney that each of the persons named herein shall be entitled to act individually as Attorney in Fact and shall not be required to act in concert with the other persons named herein.

EXHIBIT "A"
CERTIFICATE OF INCUMBENCY

I, Barbara M. Japha, Secretary of U S WEST Business Resources, Inc., (the "Company"), a Colorado corporation, do hereby certify that the following are the duly appointed incumbents in the positions as stated and, as of the date of this Certificate, continue in their respective capacities for the Company:

Peggy R. Milford	President
Dennis D. Farrell	Vice President - Operations
James R. Bradley	Director - Real Estate
Carolyn Higginson	Director - Real Estate

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of January,
1995.



Barbara M. Japha
Secretary

Exhibit

INDEXED &
MICROFILMED



INSTRUMENT # 9558256
OFFICIAL RECORDS OF
YAVAPAI COUNTY
MARGO W. CARSON
REQUEST OF:

CITY OF PRESCOTT
DATE: 11/09/95 TIME: 09:40
FEE: 3.00 SC: 4.00 PT:
BOOK 3107 PAGE 081 PAGES: 004

When recorded, mail to:

PRESCOTT CITY CLERK
P. O. BOX 2059
Prescott, AZ 86302

QUIT CLAIM DEED

FOR THE CONSIDERATION of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the City of Prescott, a municipality, Grantor, hereby quitclaims to U. S. WEST, all right, title or interest in the following real property situated in Yavapai County, Arizona:

See Exhibit "A", attached hereto and made a part hereof.

Exempt from filing fee pursuant to ARS § 42-1614(A)(3).

DATED this 12th day of OCTOBER, 1995.

BN	FEE
MAP	34
PCL	\$5
	\$1
	2

DAITON RUTKOWSKI, Mayor

ATTEST:

SEAL

APPROVED AS TO FORM:

MARIE L. WATSON
City Clerk

JOHN R. MORRILL
City Attorney

EXHIBIT "A"

Beginning at the true point of beginning recorded in Book 1782, Page 269 records of Yavapai County.

Thence North 74°20'55" East, 85.26 feet to a point, said point being a 1/2 inch rebar capped LS 16921,

Thence South 18°41'57" East, 30.03 feet to a point, said point being a 1/2 inch rebar capped LS 16921,

Thence westerly along a curve to the right having a radius of 260.00 feet, a central angle of 20°23'03", a length of 92.50 feet, a chord bearing of South 81°29'35" West and a chord length of 92.01 feet to a point,

Thence North 02°10'42" West, 19.07 feet to the true point of beginning.

Said parcel having an area of 2402.4 square feet, more or less.

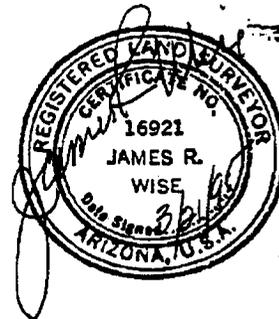
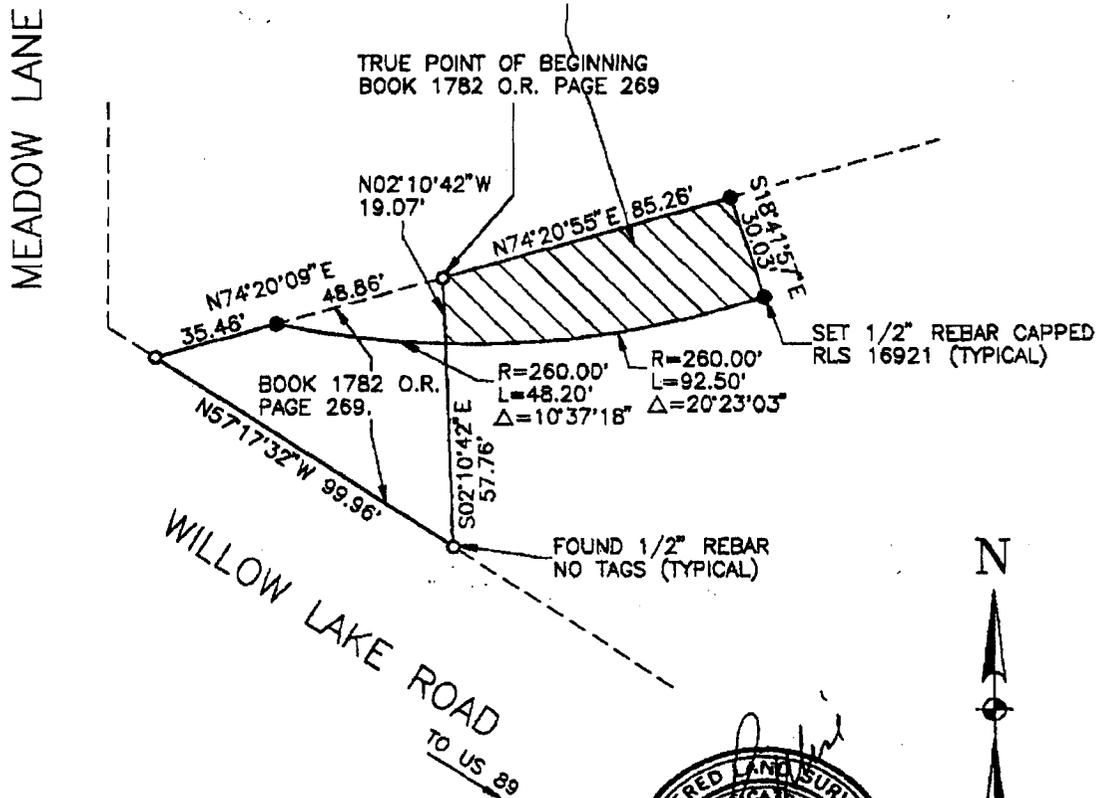


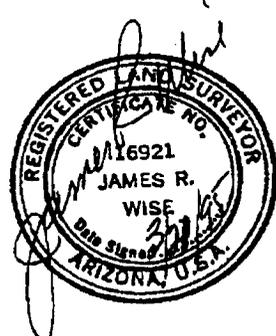
EXHIBIT A-1

to Exhibit 2

PARCEL DESCRIBED IN EXHIBIT B



SCALE: 1"=50'



KELLEY/WISE ENGINEERING INC.
119 EAST GOODWIN STREET
PRESCOTT, ARIZONA 86303

INDEXED &
MICROFILMED

	INSTRUMENT # 9558257
	OFFICIAL RECORDS OF
	YAVAPAI COUNTY
	MARGO W. CARSON
	REQUEST OF:
	CITY OF PRESCOTT
	DATE: 11/09/95 TIME: 09:40
	FEE: 3.00 SC: 4.00 FT:
	BOOK 3107 PAGE 085 PAGES: 004

When recorded, mail to:

PRESCOTT CITY CLERK
P. O. BOX 2059
Prescott, AZ 86302

EX	FE
MAP	ST
PCL	SS
S	ST

U

WARRANTY DEED

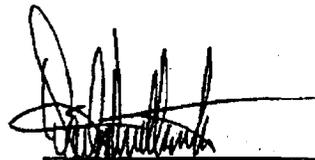
FOR THE CONSIDERATION of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the City of Prescott, a municipality, Grantor, hereby conveys to U S WEST Communications, Inc., a Colorado corporation, formerly known as The Mountain States Telephone and Telegraph Company, duly authorized to do business in the State of Arizona, all right, title or interest in the following real property situated in Yavapai County, Arizona:

See Exhibits "B" and "B-1", attached hereto and made a part hereof.

And does hereby warrant the title against all persons whomsoever.

Exempt from filing fee pursuant to ARS § 42-1614(A) (3).

DATED this 12 day of OCTOBER 1995.

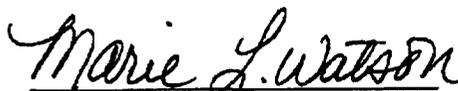


DAITON RUTKOWSKI, Mayor

APPROVED AS TO FORM:

SEAL

ATTEST:



MARIE L WATSON
City Clerk



JOHN R MORRILL
City Attorney

EXHIBIT B

Beginning at the true point of beginning recorded in Book 1782, Page 269 records of Yavapai County.

Thence North 74°20'55" East, 85.26 feet to a point, said point being a 1/2 inch rebar capped LS 16921,

Thence South 18°41'57" East, 30.03 feet to a point, said point being a 1/2 inch rebar capped LS 16921,

Thence westerly along a curve to the right having a radius of 260.00 feet, a central angle of 20°23'03", a length of 92.50 feet, a chord bearing of South 81°29'35" West and a chord length of 92.01 feet to a point,

Thence North 02°10'42" West, 19.07 feet to the true point of beginning.

Said parcel having an area of 2402.4 square feet, more or less.

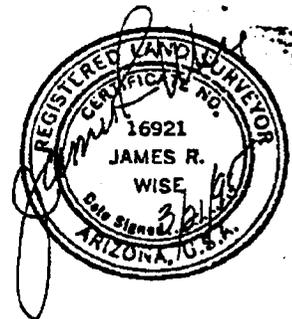
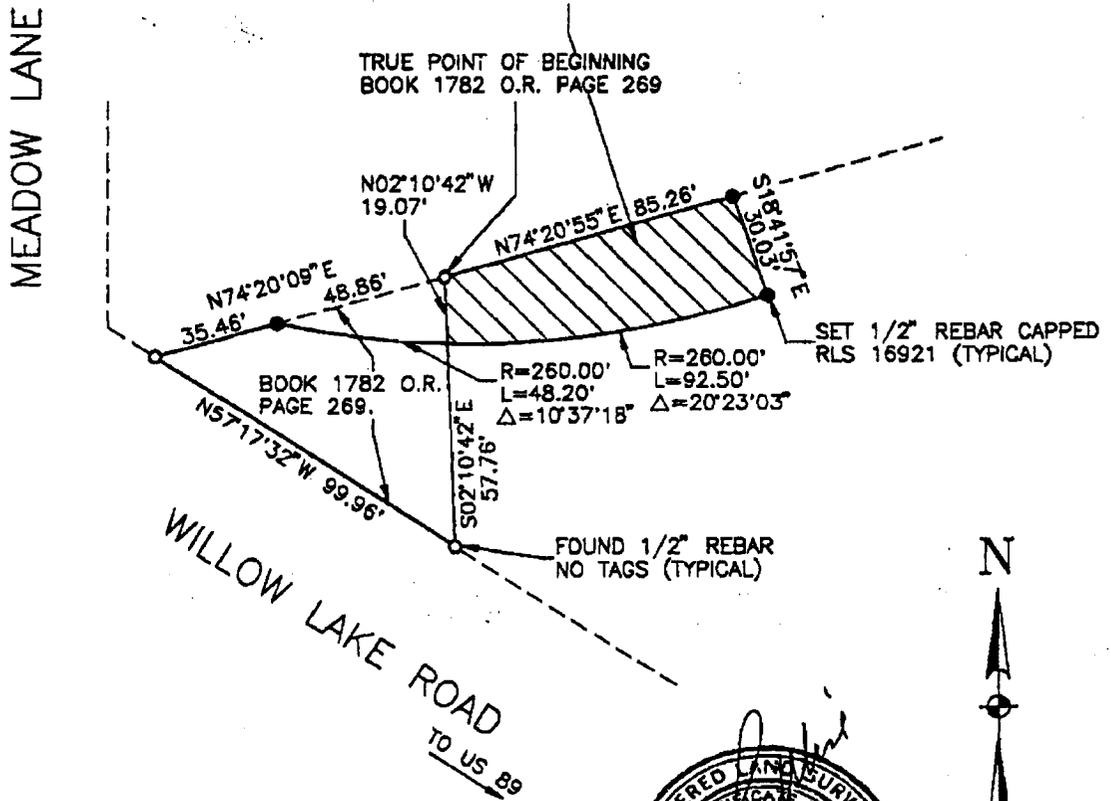
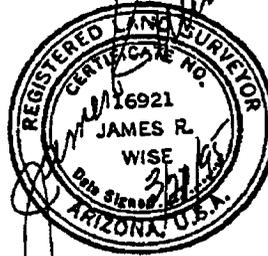


EXHIBIT B-1

PARCEL DESCRIBED IN EXHIBIT B

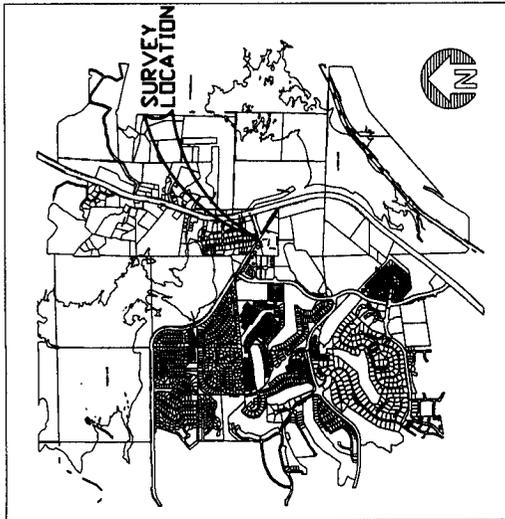


KELLEY/WISE ENGINEERING INC.
119 EAST GOODWIN STREET
PRESCOTT, ARIZONA 86303



RIGHT-OF-WAY DEDICATION MAP

A PORTION OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 02 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



LOCATION MAP
NOT TO SCALE

APPROVALS:
THE MAYOR AND CITY COUNCIL OF THE CITY OF PRESCOTT DO HEREBY APPROVE THE DEDICATION OF THE RIGHT-OF-WAY DEPICTED HEREON AS DEDICATED TO THE PUBLIC FOR ROADWAY AND UTILITY PURPOSES PURSUANT TO ORDINANCE NUMBER _____ THIS _____ DAY OF _____ 2009.
ACCEPTED BY QUIT CLAIM DEED AS RECORDED IN THE YAVAPAI COUNTY RECORDS OFFICE UNDER BOOK _____ PAGE _____

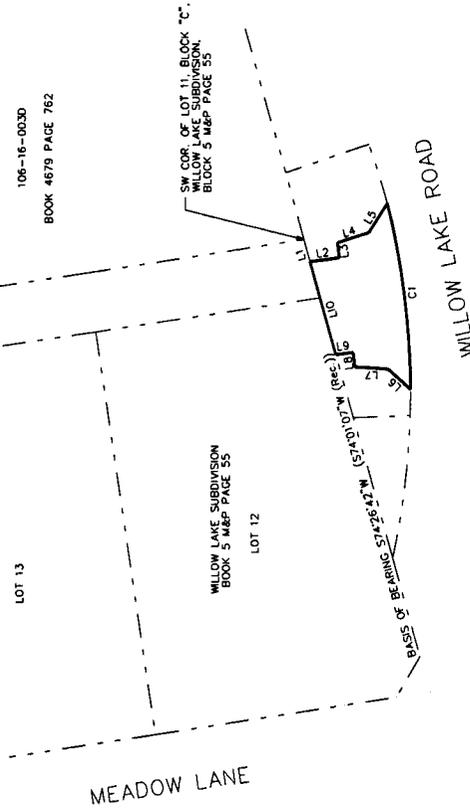
MAYOR _____

CITY ENGINEER _____

COMMUNITY DEVELOPMENT DIRECTOR _____

PUBLIC WORKS DIRECTOR _____

BASIS OF BEARING
DETERMINED USING CITY OF PRESCOTT
MUNICIPAL STATION



COMPLIANCE
I, JON A. JANNIKE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THIS SURVEY WAS COMPLETED UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER, 2009. THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ARE TRUE, AND ARE SUFFICIENT TO ENABLE RETRACEMENT OF THE SURVEY.

JON A. JANNIKE - AZ. R.L.S. 29876



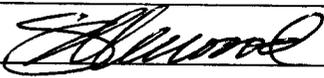
SCALE: 1" = 20'



LINE	BEARING	LENGTH
L1	S74°26'42"W	7.85
L2	N89°09'30"E	5.01
L3	S17°42'39"E	11.07
L4	N42°29'25"E	10.46
L5	N03°19'35"E	11.01
L6	N07°15'53"W	3.05
L10	N74°26'42"E	32.34

CURVE TABLE		
CURVE	DELTA ANGLE	RADIUS
CI	13°54'30"	259.93

COUNCIL AGENDA MEMO – 12/15/2009
DEPARTMENT: Public Works
AGENDA ITEM: Request by Granite Dells Estates Properties for waiver of Land Development Code Section 7.6.1 regarding the term of Financial Assurances

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	12/09/09

Item Summary

Granite Dells Estates Properties, Inc., (GDEP) is requesting a waiver of Land Development Code (LDC) Section 7.6.1 as it relates to Section 6.7 Site Disturbance, Grading, and Restoration Standards, which requires posting of Financial Assurances as a condition for a grading permit for "preemptive site disturbance". The waiver request relates to the term of the financial assurances; a waiver with conditions may be granted pursuant to LDC Section 9.10.13.

Background

GDEP, through Safeco Insurance Company of America, has submitted a Subdivision Performance Bond for Granite Dells Estates Phase IA Commercial Grading Improvements. The Bond term began December 7, 2009 and shall remain in effect until the earlier of: 1) Twenty-four months from the date of execution; or 2) The completion of the work to the satisfaction of the City of Prescott. Further the bond states, "A suit or action on this bond, if any, must be filed no later than one year after expiration of the term of the bond as set forth above."

Section 7.6.1 of the LDC states, "No expiration of the financial assurances shall be permitted." Staff has become aware that many banks and sureties across Arizona are unwilling to issue open ended financial assurances without an expiration date.

Waiver Criteria

Section 9.10.13 of the LDC provides for waivers as follows:

9.10.13 / Waivers

The City Council may approve, approve with conditions, or disapprove waivers of the standards in Sec. 7.4, Subdivision Design Standards, or to procedural requirements of Sec. 9.10, Subdivision and Land Split Review, when it is demonstrated to be appropriate for a project's viability, to not detract from the

Agenda Item: Request by Granite Dells Estates Properties for waiver of Land Development Code Section 7.6.1 regarding the term of Financial Assurances

public good, and to be consistent with the Sec. 1.5, Purpose and Intent, of these regulations.

Should Council determine to approve the requested waiver it is recommended the term of the grading permit coincide with that of the proposed Subdivision Performance Bond.

Attachments - Subdivision Performance Bond No. 6576676

Recommended Action: **MOVE** to grant the request for a waiver from LDC Section 7.6.1 Financial Assurances, and accept Subdivision Performance Bond No. 6576676 for Granite Dells Estates Phase IA Commercial Grading Improvements, on the condition that such grading comply with the Grading and Erosion Control Plans for Granite Dells Estates, Phase IA, prepared by Scott Lyon, August 12, 2009, and that such grading be completed by December 6, 2011, before expiration of the bond.

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we GRANITE DELLS ESTATES PROPERTIES, INC. as Principal, and SAFECO INSURANCE COMPANY OF AMERICA, a corporation created, organized and existing under and by virtue of the laws of the state of WASHINGTON, as Surety, are held and firmly bound unto CITY OF PRESCOTT, ARIZONA, as Obligee, in the sum of THREE MILLION, SEVEN HUNDRED FIFTY-ONE THOUSAND, SIX HUNDRED THIRTY-FIVE AND NO/100 Dollars (\$3,751,635.00), the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, It is proposed by GRANITE DELLS ESTATES PROPERTIES, INC. to make certain improvements in a plat known as GRANITE DELLS ESTATES PHASE 1A COMMERCIAL as follows: GRADING IMPROVEMENTS AS IDENTIFIED IN ENGINEER'S COST ESTIMATE.

THE CONDITION OF THIS OBLIGATION is such that if the Principal, his or its heirs, executors or administrators or successors or assigns shall faithfully and truly comply with the obligations described above, to the satisfaction of CITY OF PRESCOTT, ARIZONA, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

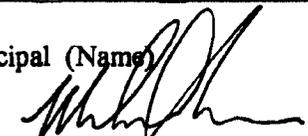
The term of this bond shall begin upon the date of execution set forth below and shall remain in effect until the earlier of: 1) Twenty-four months from the date of execution; or 2) The completion of the work to the satisfaction of CITY OF PRESCOTT, ARIZONA. A suit or action on this bond, if any, must be filed no later than one year after the expiration of the term of the bond as set forth above.

The Obligee may upon default of the Principal in completing the required improvements, call upon the Surety to respond to this default. The Obligee shall, as a condition to the Surety's performance hereunder, submit to the Principal and Surety a written, signed statement stating: "A claim is being made and there has been a material failure by the Principal to comply with the terms of the Construction Permit for said Improvements".

SIGNED, SEALED AND DATED the 7th day of December, 20 09.

GRANITE DELLS ESTATES PROPERTIES, INC.

Principal (Name)

BY 

PRESIDENT

(Title)

P O Box 4356, Prescott, AZ 86301

(Address)

SAFECO INSURANCE COMPANY OF AMERICA

Surety (Name)

BY 

(Attorney-in-Fact) Carol A. Tabone

c/o 4646 E Van Buren #200 Phoenix, AZ

(Address)

85008

POWER OF ATTORNEY

No. 9043

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****WILLIAM A. AMES; DEBORAH K. ANDERSON; MIKAL F. CRONIN; STEVEN E. MINARD; MICHAEL D. SPECHT; CAROL A. TABONE; LORI L. DAWSON; Phoenix, Arizona*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 26th day of May 2009

Dexter R. Legg

TAMikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company selling out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 7th day of December 2009



Dexter R. Legg

Dexter R. Legg, Secretary

Granite Dells Estates Phase 1A Commercial

Engineer's Opinion of Probable Construction Cost for Rough Grading, Drainage and Erosion Control

				UNIT COST	TOTAL EST. COST
--	--	--	--	-----------	-----------------

DRAINAGE QUANTITIES (NEEDED FOR PRELIMINARY GRADING ONLY)					
1	18" HDPE	653	EA	38.00	24,814
2	24" HDPE	559	LF	45.00	25,155
3	36" HDPE	1,280	LF	70.00	89,600
4	CATCH BASIN TYPE 'F'	1	EA	1,200.00	1,200
5	HEADWALL	18	EA	3,500.00	63,000
6	DETENTION POND OVERFLOW SPILLWAY	84	SF	400.00	33,600
SUBTOTAL=					\$237,369

TEMPORARY EROSION CONTROL / EARTHWORK					
7	SILT FENCE	4,625	LF	3.50	16,188
8	TEMPORARY GRAVEL ENTRANCE	2	EA	3,000.00	6,000
9	BIO-WATTLE	10,504	LF	3.00	31,512
10	ROCK CHECK DAM	160	LF	40.00	6,400
11	DRAINAGE BERM W/ FILTER FABRIC	4,096	LF	6.00	24,576
12	CUT/FILL	1,590,000	CY	1.60	2,544,000
SUBTOTAL=					\$2,628,676

PERMANENT EROSION CONTROL					
13	HAND-PLACED RIP-RAP	1,791	SY	30.00	53,730
14	GROUTED HAND-PLACED RIP-RAP	1,862	SY	50.00	83,100
15	GROUTED RIP-RAP DRAINAGE CHANNELS	1,164	SY	50.00	58,200
16	CHANNEL FILTER FABRIC	4,817	SY	5.00	23,085
17	PRESCOTT NATIVE HYDROSEED MIX (SLOPES)	17.8	AC	1,500.00	26,400
18	PRESCOTT NATIVE HYDROSEED MIX (CHANNELS)	5.8	AC	1,500.00	8,700
SUBTOTAL=					\$253,215

SUBTOTAL=	3,119,260
20% CONTINGENCY=	623,852
GRAND TOTAL=	\$3,743,111



COUNCIL AGENDA MEMO – December 15, 2009
DEPARTMENT:
AGENDA ITEM: Approval of Vote-by-Mail Election Services Agreement and Addendum with Yavapai County

Approved By:	Date:
Department Head: Elizabeth A. Burke, City Clerk	12/08/09
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	12/08/09

Background

The City of Prescott contracts with Yavapai County Elections Department for assistance with its elections. Regularly-scheduled elections of the City are held in September and November of odd-numbered years. Additionally, special elections may be called by the City for other issues and may be held during March, May, September and November.

Since 2001 the City of Prescott has held vote-by-mail elections; however, when a special election is held when the County is conducting polling place elections for statewide issues, the City must also hold their elections at the polls in conjunction with the County.

The attached agreement outlines the services provided by the County and the costs associated with those services. For the past few years the County has been raising their rates in an attempt to recover actual costs associated with these services. Fees are subject to change upon approval by the County and could supersede these rates as well.

Financial

As indicated, the cost for vote-by-mail elections is \$1.75 per registered voter. However, the addendum, also attached, allows for this amount to be reduced to \$1.50 per registered voter under certain circumstances. In the case of the City of Prescott, we will be agreeing to provide two polling places at no charge and also providing at least ten polling place workers at no charge, to take advantage of the reduced rate. The City currently has approximately 25,000 registered voters.

Recommended Action: MOVE to approve the Vote-by-Mail Election Services Agreement and Agreement Addendum with Yavapai County as presented.
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VOTE-BY-MAIL ELECTION SERVICES AGREEMENT

THIS AGREEMENT, by and between the YAVAPAI COUNTY BOARD OF SUPERVISORS and the YAVAPAI COUNTY RECORDER (collectively the "COUNTY") and _____, (the "JURISDICTION")

WHEREAS, pursuant to A.R.S. §16-408 (D) The governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such special elections to be a charge against the election district; and

WHEREAS, The COUNTY is willing to provide election services to election districts wishing to conduct "vote-by-mail" elections, but, with the exception of biennial primary and general elections, will not provide election services to districts wishing to conduct polling-place elections unless a polling-place election is expressly required by state or federal statute; and

WHEREAS, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of elections services subject to the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Provision of Election Services. The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to primaries, general elections, special elections, bond elections and override elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in the Elections Task Schedule attached to this Agreement as Exhibit 1.

2. Limitation on Eligible Elections. It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for "vote-by-mail" elections with the exception of biennial primary and general elections and elections expressly required by state or federal statute to be conducted at polling places. It shall be the responsibility of the JURISDICTION to establish the legal basis for a requirement that an election is required by state statute to be conducted at polling places. The COUNTY may in its sole discretion, decline to provide services for any election that it concludes is not required to be conducted at polling places.

3. Compensation.

a. Fees. The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the Election Fee Schedule attached to this Agreement as Exhibit 2. The fee schedule is for base services only. Any additional services required by the JURISDICTION will result in additional charges. Additional services include, but are not limited to, the following: recount, write-ins, hand count audit, court preparation, court appearances, inclusion of notice with ballot mailings or any service which will cause the COUNTY to incur increased costs or expenses. In the event that additional services are requested, the COUNTY shall provide fixed or unit pricing information to the JURISDICTION prior to a commitment by either party with respect to the provision of such additional services. For any additional services provided, a written supplemental schedule shall be prepared showing the scope of additional services and costs therefore. COUNTY reserves the right to adjust election-service fees as shown in Exhibit 2 or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website.

b. Late Fees. Payment for all costs associated with the provision of service pursuant to this Agreement shall be made in full no later than 30 days following the date of the election. In the event that the required payment is not made by the due date deadline specified herein, the COUNTY shall impose a late charge of 2% of the unpaid balance for each 30-day period or portion thereof following the specified deadline for which any portion of the required payment, included unpaid late charges, remains unpaid.

c. Termination. Failure to make payments as required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 6 of this Agreement.

4. Conduct of Elections; Indemnification. While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. The COUNTY will provide to the JURISDICTION in advance all forms, schedules, documents and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION shall provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review and approval by the COUNTY prior to the distribution of such materials or documents. The JURISDICTION hereby agrees to save, hold harmless and indemnify the COUNTY, its officers, employees and agents from any and all claims, lawsuits, judgments or other costs arising out of either Party's performance pursuant to this Agreement.

5. Term of Agreement. This Agreement shall be effective as of _____ and shall continue in full force and effect until terminated as provided herein.

6. Termination

- a. **Unilateral Termination.** This Agreement may be terminated by either Party upon 30 days written notice to the other Party of intent to terminate, provided, however, that the Agreement may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement.
- b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties.
- c. **Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice by the Breaching Party, the Non-breaching Party may terminate this Agreement without further notice.

7. Conflict of Interest. This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

8. Contact Information. Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:

Lynn Constabile
 Yavapai County Elections Director
 1015 Fair Street, Room 228
 Prescott, AZ 86305
 Phone: (928) 771-3250
 Fax: (928) 771-3446
 E-mail: lynn.constabile@co.yavapai.az.us

JURISDICTION:

Contact: _____
 Title: _____
 Mailing Address: _____

 Phone: _____
 Fax: _____
 E-mail: _____

APPROVALS

COUNTY:

 Ana Wayman-Trujillo Date
 Yavapai County Recorder

 Lynn A. Constabile Date
 Elections Director

JURISDICTION:

Name _____ Date _____
 Title _____

**VOTE BY MAIL ELECTION SERVICES AGREEMENT
ELECTIONS TASK SCHEDULE**

Responsibilities for the conduct of elections pursuant to the Yavapai County Vote-by-Mail Services Agreement are allocated as follows:

TASK		TO BE PERFORMED BY:	
		COUNTY	JURISDICTION
Pre-clearance with DOJ, if applicable (Copy of submission to be forwarded to Election's office)			X *
Call of Election (Should be forwarded to Election's office for review)			X *
Legal Advertising, Notices, etc. (also, non-resident voters)			X *
Contact Printer; Order ballots or labels (bills will be forwarded to jurisdiction)		X	
Final Approval on ballot proof (County needs copy of approval)			X **
If applicable, obtain polling places and poll workers (bills will be forwarded to jurisdiction)		X	
L & A Test notice to the newspaper (Jurisdiction will be notified in writing)		X	
Perform L & A testing (Representative of Jurisdiction will be present)		X	
Mailing of Ballots or Early Ballots (Vote by Mail ballots will be mailed to all qualified electors beginning three weeks prior to election day)		X	
Processing of ballots		X	
Signature Verification -	Ballot affidavit signature comparison	X	
Signature Verification -	Provisional ballots	X	

* For a countywide election, the County is responsible for this task.

** For a countywide election, jurisdiction is only responsible for proofing their portion of the ballot.

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE YAVAPAI COUNTY ELECTIONS DEPARTMENT.
2. MAINTAIN CLOSE CONTACT WITH THE YAVAPAI COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING AND AFTER ELECTIONS.
3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION'S LEGAL COUNSEL.

**VOTE BY MAIL ELECTION SERVICES AGREEMENT
ELECTIONS FEE SCHEDULE**

Effective for Fiscal Year 2009/2010 the following fees will apply to elections conducted by Yavapai County.

Fiscal Year 2009 / 2010

Pursuant to ARS 11-251.06 and 48-819 the following is the fee schedule for services provided to the fire districts and other special districts by Yavapai County.

Elections/Voter Registration:	Fees	Per
Director	\$52.00	HR
Registrar of Voters	\$40.00	HR
Records Technician	\$27.00	HR
Records Clerk	\$25.00	HR
Vote by Mail: (Includes Voter Registration & Election charges)	\$ 1.75	Per Reg. Voter
Discount for jurisdictions who provide help and/or no charge polling sites.	\$ 1.50	Per Reg. Voter
Polling Place Election:	\$ 2.85	Per Reg. Voter
Rental of polling places, poll workers, and printing of ballots	ACTUAL COST	
Miscellaneous/Statutory Fees:		
Signature Verification	\$0.50	NAME
Precinct Registers	\$50.00	EACH
Authorized Countywide Voter Registration list per name on disk	\$0.01	NAME
Authorized Countywide Voter Registration list per name on paper	\$0.05	NAME
Early Voting Packet (includes signature verification)	\$2.25	EACH
Processing Provision Ballots	\$2.50	EACH
Processing "Conditional" Provisional Ballots	\$5.00	EACH
General Election Ballot	\$ 0.35	Per Reg. Voter

Fees are subject to change upon approval by Yavapai County. Revised schedules will supersede prior schedules and be incorporated into Election Services Agreements in effect at the time of revision. Upon approval, Yavapai County will post a copy of the revised schedule on its website.

VOTE-BY-MAIL ELECTION SERVICES AGREEMENT ADDENDUM

THIS ADDENDUM AGREEMENT is a supplement to the Vote-By-Mail Election Services Agreement already in place. This Addendum is by and between the YAVAPAI COUNTY BOARD OF SUPERVISORS and the YAVAPAI COUNTY RECORDER (collectively the "COUNTY") and _____, (the "JURISDICTION").

WHEREAS, The COUNTY and the JURISDICTION have a previously signed vote-by-mail election services agreement (hereinafter the "Election Services Agreement"); and

WHEREAS, The COUNTY has established a discounted fee rate for JURISDICTIONS who provide help and/or no charge polling sites for COUNTY administered elections; and

WHEREAS, The JURISDICTION has elected to receive these discounted rates subject to the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services JURISDICTION will provide. JURISDICTION and COUNTY agree that the following 2 checked services will be provided by the JURISDICTION as consideration for the COUNTY's provision of election services at the discounted rates as set forth herein:

JURISDICTION Service
will provide
(check 2)

County
Approval
(Initials)

- | | | | |
|--------------------------|---|------|------|
| <input type="checkbox"/> | JURISDICTION will serve as a vote-by-mail replacement/drop-off site for any Election that the COUNTY requests. Duties may include any or all of the following as determined by the COUNTY: maintaining an outside and/or inside ballot box and checking the ballot box(es) on Election night at 7 pm; supplying replacement ballots to voters; calling Voter Registration with the number of ballots dropped off on Election night. | ____ | ____ |
| <input type="checkbox"/> | JURISDICTION agrees to provide at least 2 polling places at no charge for any statewide or countywide election. Polling places are subject to review by the COUNTY. | ____ | ____ |
| <input type="checkbox"/> | JURISDICTION agrees to provide at least 10 polling place workers at no charge, which will be trusted employees of the Jurisdiction who are eligible to serve as poll workers. | ____ | ____ |
| <input type="checkbox"/> | JURISDICTION agrees to act as a conditional provisional ID check site in accordance with A.R.S. §16-584 at no cost to the COUNTY. This check involves verifying voter's identification when they have not provided sufficient ID at their polling place. This will be required for 3 to 5 business days after Election day for any polling place election. | ____ | ____ |

2. Advance notice. The COUNTY hereby agrees to provide at least 30 days notice of any request.

3. Discounted Fee Rates; Adjustment of fees. The COUNTY hereby agrees to provide election services to the JURISDICTION at the discounted fee rate for all consolidated election dates during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to primaries, general elections, special elections, bond elections and override elections. The current Election Fee Schedule with the discounted fee rate highlighted is attached to this Agreement as Exhibit 1. The COUNTY reserves the right to adjust election-service fees and applicable discounts at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Failure to provide the services selected under the Agreement shall result in the discounted fee rate being null and void.

4. Conduct of Elections; Indemnification. While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. The COUNTY will provide to the JURISDICTION in advance all forms, schedules, documents and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION shall provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review and approval by the COUNTY prior to the distribution of such materials or documents. The JURISDICTION hereby agrees to save, hold harmless and indemnify the COUNTY, its officers, employees and agents from any and all claims, lawsuits, judgments or other costs arising out of either Party's performance pursuant to this Agreement.

5. Term of Agreement. This Addendum shall be effective as of _____ and shall continue in full force and effect until the date of termination of the Election Services Agreement unless separately terminated as provided herein.

6. Termination

- a. Unilateral Termination.** This Addendum may be terminated by either Party upon 30 days written notice to the other Party of intent to terminate, provided, however, that the Addendum may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement.
- b. Termination by Mutual Agreement.** This Addendum may be terminated at any time by mutual agreement of the Parties.
- c. Termination for Breach.** In the event of a breach of any term or condition of this Addendum, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice by the Breaching Party, the Non-breaching Party may terminate this Addendum without further notice.

7. Conflict of Interest. This Addendum is subject to the requirements A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

8. Contact Information. Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:

Lynn Constabile
Yavapai County Elections Director
1015 Fair Street, Room 228
Prescott, AZ 86305
Phone: (928) 771-3250
Fax: (928) 771-3446
E-mail: lynn.constabile@co.yavapai.az.us

JURISDICTION:

Contact _____
Title: _____
Mailing Address: _____

Phone: _____
Fax: _____
E-mail: _____

APPROVALS

COUNTY:

Ana Wayman-Trujillo
Yavapai County Recorder
Date _____

Lynn A. Constabile
Elections Director
Date _____

JURISDICTION:

Name _____ Date _____
Title _____

Exhibit 1

**VOTE BY MAIL ELECTION SERVICES AGREEMENT ADDENDUM
ELECTIONS FEE SCHEDULE**

Effective for Fiscal Year 2009/2010 the following fees will apply to elections conducted by Yavapai County.

Fiscal Year 2009 / 2010

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Authorized Countywide Voter Registration list per name on disk	\$0.01	NAME
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General Election Ballot	\$ 0.35	Per Reg. Voter

Fees are subject to change upon approval by Yavapai County. Revised schedules will supersede prior schedules and be incorporated into Election Services Agreements in effect at the time of revision. Upon approval, Yavapai County will post a copy of the revised schedule on its website.