

# PRESCOTT CITY COUNCIL STUDY SESSION AGENDA

**PRESCOTT CITY COUNCIL  
STUDY SESSION  
TUESDAY, JANUARY 19, 2010  
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 Study Session pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION**
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Hanna
- ◆ **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. Recognition of Police Lt. Andy Reinhardt's graduation from the FBI National Academy.

**II. DISCUSSION ITEMS**

- A. [Adoption of Resolution No. 4000-1030 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona accepting grant funding from the Governor's Office of Highway Safety in the amount of \\$60,000.00 for continued operation of the Tri-City DUI Task Force through September 2010.](#)

- B. Approval of recommended expenditures of the Acker Trust Board for Fiscal Year 2010 totaling \$8,000.00.
- C. Acceptance of the 2009 grant award from Arizona Department of Homeland Security in the amount of \$35,900.00 for rescue and safety equipment for the Regional Response Team.
- D. Award of a contract to C&S Engineers in the amount of \$84,295.00 for conducting an FAA Wildlife Hazard Assessment at Ernest A. Love Field (City Share is \$4,214.75).
- E. Adoption of Ordinance No. 4730-1027 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the sale of miscellaneous surplus property and authorizing the Administrative Services Director to execute any and all documents to effectuate said sales.
- F. Approval of a Professional Services Agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA floodplain determination for Tributaries to Granite Creek in an amount not to exceed \$299,947.00.
- G. Approval of a Professional Services Agreement with JE Fuller/Hydrology & Geomorphology, Inc., for engineering services to update the FEMA floodplain determination of Willow Creek Levee in an amount not to exceed \$159,195.00.
- H. Approval of a Professional Services Agreement with Stantec Consulting, Inc., for Pavement Management Services in an amount not to exceed \$72,200.00.
- I. Adoption of Ordinance No. 4729-1026 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting a public utility easement from Empire Southwest LLC., a Delaware limited liability company, in the vicinity of 3068 Centerpointe East Drive and authorizing the Mayor and City staff to take necessary steps to complete acceptance and dedication as a City of Prescott public utility easement.
- J. Adoption of Resolution No. 4001-1031 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, repealing Resolution Number 3927-0933 and adopting new Rules of Procedure for the Prescott City Council.
- K. Approval of Notice of Intention to Increase Water and Wastewater Rates.
- L. Consideration to install a multi-way stop and/or marked crosswalk on Copper Basin Road at Highland Avenue, Park Avenue and Hassayampa Village Lane.

- M. Approval of the Minutes of the Prescott City Council Workshop of December 2, 2009; the Workshop of December 30, 2009; the Study Session of January 5, 2010; the Workshop of January 6, 2010 and the Study Session of January 12, 2010.
- N. Selection of items for placement on the agenda of the Regular Voting Meeting of January 26, 2010.

**III. ADJOURNMENT**

CERTIFICATION OF POSTING OF NOTICE

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

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

**COUNCIL AGENDA MEMO – January 19 & 26, 2010**

**DEPARTMENT: POLICE**

**AGENDA ITEM: Recommendation for Council to adopt a Resolution accepting grant funding from the Governor's Office of Highway Safety in the amount of \$60,000. Funds will be used for continued operation of the Tri-City DUI Task Force through September 2010**

**Approved By:**

**Date:**

<b>Department Head: Michael Kabbel</b>	
<b>Finance Director: Mark Woodfill</b>	
<b>City Manager: Steve Norwood</b> <i>Alwood</i>	<i>01/11/10</i>

**Summary**

The Prescott Police Department requests adoption of a resolution allowing acceptance of Federal 410 grant funding provided by the Governor's Office of Highway Safety in the amount of \$60,000. Funds will permit continued operation of the Tri-City DUI Task Force through September 30, 2010.

**Background**

In June 2009, Council approved completion of a grant application to the Governor's Office of Highway Safety (GOHS) seeking Federal 410 funding to continue operation of the Tri-City DUI Task Force. The DUI Task Force operates primarily in the Tri-City area, but also includes the surrounding county and forestland, as well as agencies in the Verde Valley. Participating agencies in the Task Force have included the Prescott Police Department, Prescott Valley Police Department, Yavapai County Sheriff's Office, Arizona Department of Public Safety, Chino Valley Police Department, Cottonwood Police Department, Clarkdale Police Department, Camp Verde Marshal's Office and the Sedona Police Department.

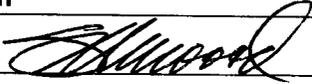
On December 23, 2009, the Police Department received notification from the GOHS that they had awarded our Department \$60,000. The funds will support Personnel Services (including overtime) and other employee related expenses necessary to continue specialized DUI Task Force enforcement programs throughout the grant period.

**Financial Impact**

There are no requirements for local matching funds associated with this grant award. Consequently, there would be no fiscal impact to the City.

**Recommended Action: MOVE to adopt Resolution No. 4000-1030.**

<b>COUNCIL AGENDA MEMO – January 19 &amp; 26, 2010</b>
<b>DEPARTMENT: Parks, Recreation and Library</b>
<b>AGENDA ITEM: Acker Trust Board Recommended Expenditures for FY 2010</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Debbie Horton</b>	
<b>Finance Director: Mark Woodfill</b>	
<b>City Manager: Steve Norwood</b> 	<i>12/30/09</i>

The Acker Trust Board was established in 1959 as part of a court adjudication of Mr. J.S. Acker's will, which left the majority of his estate to the City of Prescott, "... for the use of our people, the children in particular." The Trust Board members are appointed by and serve as advisors to the Mayor and Council regarding the management of the Trust. All money spent from the Trust is used for either parks or the promotion of youth music.

Every year music organizations apply for Acker Trust funds through a grant process. These organizations must be incorporated, provide a financial statement, and must appear before the Board for a five-minute presentation. The Board, in determining allocations for the limited resources available, considers both the financial need of the organizations, the number of participants served by their programs, and the program's benefit to the community.

The Acker Board received requests in the amount of \$121,084 this year, while the available funding agreed upon is \$8,000. The funding period for Fiscal Year 2010 is from July 1, 2009 to June 30, 2010. On March 19, 2009, the Board heard five-minute presentations from 18 different organizations. On April 9, 2009, the Board once again met to review the applications, and voted to recommend to the City Council that the following organizations receive funds in the amounts indicated:

Yavapai College Artist in Residence Program	\$3,000
Yavapai Symphony Guild – Music Memory Program	1,000
Prescott YMCA – Concerts in the Park	1,000
Chaparral Musicfest	2,000
Prescott POPS Symphony	<u>1,000</u>
	\$8,000

**Recommended Action:** If desired, **MOVE** to approve the recommended total expenditure of \$8,000 in Acker Trust funds to: Yavapai College Artists in Residence Program \$3,000; Yavapai Symphony Guild – Music Memory Program \$1,000; Prescott YMCA Concerts in the Park - \$1,000; Chaparral Musicfest - \$2,000; and the Prescott POPS Symphony - \$1,000.

City of Prescott Acker Trust  
 FY 2010 Grant Applications

<b>Organization</b>	<b>Funding Request</b>
BARBERSHOP HARMONY SOCIETY	\$ 1,200.00
CHAPARRAL MUSICFEST 2010	\$ 2,000.00
CITY OF PRESCOTT	\$ 5,000.00
ELKS OPERA HOUSE FOUNDATION	\$ 8,800.00
J.S. ACKER MUSIC PARK ASSOCIATION	\$ 30,000.00
MOUNTAIN OAK SCHOOL	\$ 5,050.00
NEW ADVENTURES CHILD DEVELOPMENT CENTER	\$ 1,440.00
PRESCOTT FINE ARTS ASSOCIATION	\$ 5,500.00
PRESCOTT JAZZ SUMMIT	\$ 2,500.00
PRESCOTT POPS SYMPHONY	\$ 4,500.00
PRESCOTT YMCA	\$ 250.00
PRESCOTT YMCA	\$ 2,000.00
PRIMAVERA SCHOOL, INC	\$ 20,420.00
YAVAPAI BIG BROTHERS BIG SISTERS	\$ 3,500.00
YAVAPAI COLLEGE COMMUNITY EVENTS	\$ 10,000.00
YAVAPAI COLLEGE FOUNDATION	\$ 10,000.00
YAVAPAI COLLEGE FOUNDATION	\$ 4,584.00
YAVAPAI SYMPHONY GUILD	\$ 4,340.00
<b>TOTAL GRANT REQUESTS RECEIVED</b>	<b>\$ 121,084.00</b>

<b>COUNCIL AGENDA MEMO – 1/19/2010 &amp; 1/26/2010</b>
<b>DEPARTMENT: Fire</b>
<b>AGENDA ITEM: Acceptance of Arizona Department of Homeland Security Grant</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Bruce Martinez</b>	
<b>Finance Director: Mark Woodfill</b>	
<b>City Manager: Steve Norwood</b> <i>[Signature]</i>	<i>01/12/10</i>

**Background**

The Arizona Department of Homeland Security (AZDOHS) has funding available from 2007 grant monies that have been turned back in for various reasons. There are five Regional Advisory Councils (RACs) in Arizona. It is through these advisory councils that resources and needs for homeland security projects at regional levels throughout the state are identified and funded. The regional concept helps ensure the best use of limited federal funding for equipment purchases and training. We are part of the West RAC which is comprised of Yavapai, Mohave and La Paz Counties. The RAC has representation from all stakeholders throughout this western region including the recent appointment of a Prescott Fire Department member.

**Status**

On December 15, 2009 Council approved three grants from AZDOHS. Prescott Fire Department is pleased to have been awarded an additional 2009 grant project from the 2007 grant cycle in the amount of \$35,900.00. This award is specified for the project titled **“TRT Rescue and Safety Equipment for Regional Response Team”**. This is one of the twelve applications we submitted for 2009.

Two years ago Prescott Fire took the lead for the western region in the area of Technical Rescue Technician (TRT) training to certify new technicians from Prescott Fire, and Central Yavapai and Chino Valley Fire Districts. With 2008 Homeland Security grant funding, Prescott Fire conducted a second technician course in August and September of this year. Twenty-two additional students from multiple public safety agencies in the three counties became certified technicians in the five disciplines of technical rescue; rope, swift water, confined space, building collapse, and trench rescue.

This \$35,900.00 award is to purchase additional equipment, eligible under the grant, for the Prescott area regional response team. This will allow us to continue our TRT program, replace worn equipment, and add to the cadre of equipment used to mitigate

**AGENDA ITEM: Acceptance of Arizona Department of Homeland Security Grant**

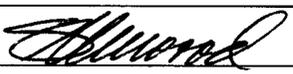
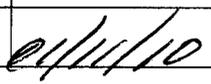
technical rescues throughout the Prescott region. The TRT program is funded solely on grants.

**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.

**Recommended Action: MOVE** to accept the 2009 grant award from Arizona Department of Homeland Security for \$35,900.00 for rescue and safety equipment for the Regional Response Team.

<b>COUNCIL AGENDA MEMO – January 19 &amp; 26, 2010</b>
<b>DEPARTMENT: Airport</b>
<b>AGENDA ITEM: Award of a contract to C &amp; S Engineers in the amount of \$84,295 (\$80,080.25 Federal Share and \$4,214.75 City Share) for conducting an FAA Wildlife Hazard Assessment at Ernest A. Love Field and further authorizing the mayor and staff to take any and all actions necessary to accomplish the above.</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Benjamin Vardiman, ACE, Airport Manager</b>	<b>January 05, 2010</b>
<b>Finance Director: Mark Woodfill</b>	
<b>City Manager: Steve Norwood</b> 	

**Summary**

This item is a request to award a contract to C&S Engineers in the amount of \$84,295 (\$80,080.25 Federal Share and \$4,214.75 City Share) for conducting an FAA Wildlife Hazard Assessment (WHA) at the Airport.

**Background**

The FAA certifies airports through Title 14 Code of Federal Regulations Part 139. Prescott Airport has been an FAA certified commercial service airport since 1978. Part 139 requires certificated airports to conduct a WHA if they experience a triggering event. The FAA Office of Safety and Standards (AAS) has conducted a search of the National Wildlife Strike Database and found approximately 96 airports nationwide (including Prescott) that have experienced triggering events but have no record of the WHA required by Part 139. Airport operators identified in that list must immediately initiate action to start a WHA upon notification from their Airport Certification Safety Inspector. The City of Prescott experienced a triggering event in the spring of 2009 and was notified by our Airport Certification Safety Inspector in June of 2009.

Federal FY 2009 Airport Improvement Funds (AIP) have been received by Prescott to assist with the completion of the WHA. The WHA must be conducted by a qualified wildlife biologist who meets FAA requirements. The WHA will take 15 months to ensure adequate study of all of the seasonal wildlife activity and to gain a complete picture of the potential wildlife hazards affecting the airport. The WHA, which must be developed in accordance with FAA guidelines, will evaluate the potential risk(s) at the Prescott Airport and will make recommendations for reducing risk(s) which may have been identified.

The City issued a request for Statements of Qualifications to solicit a qualified firm and/or person for this project. Two firms submitted a response. The responses were evaluated and the firms were interviewed by a 3 person selection panel to determine the most qualified firm in accordance with FAA procedures for consultant selection. The selection panel determined that C&S Engineers was the most qualified firm. (See Attachment 1) Negotiations were entered into with C&S Engineers and a draft contract

**Agenda Item: FAA Grant application for Wildlife Hazard Assessment.**

was reached and agreed upon. (See Attachment 2) The contract and supporting documentation was then submitted to the FAA for their concurrence/approval which was received on January 5, 2010. (See Attachment 3)

**Financial Impact**

This project will be 95% grant funded by the FAA (\$80,080.25) with a 5% City (\$4,214.75) match requirement. Funds will be reallocated from other budgeted grants that will not be received this fiscal year.

**Recommended Action:** MOVE to award a contract to C & S Engineers in the amount of \$84,295 (\$80,080.25 Federal Share and \$4,214.75 City Share) for conducting an FAA Wildlife Hazard Assessment at Ernest A. Love Field and further authorizing the mayor and staff to take any and all actions necessary to accomplish the above.

# ATTACHMENT 1

**City of Prescott  
Airport Wildlife Hazard Assessment  
Submittal Evaluation**

COMPANY	email	Eval Criteria 1	Eval Criteria 2	Eval Criteria 3	Eval Criteria 4	Eval Criteria 5	Eval Criteria 6	Eval Criteria 7	Eval Criteria 8	SUBMITTAL SCORE TOTAL
		Score (Multiply by 40pts)	Score (Multiply by 20pts)	Score (Multiply by 10pts)	Score (Multiply by 5pts)	Score (Multiply by 10pts)	Score (Multiply by 2.5pts)	Score (Multiply by 10pts)	Score (Multiply by 2.5pts)	
C&S Engineering	PANEL MEMBER Ben Vardiman, Apt Manager MC Tennant, Apt Mgmt Analyst Mary Anne Surtiles, Councilwoman	5	3	5	4	4	4	4	4	430
		5	4	4	4	4	4	3	4	430
		5	5	5	4	5	5	5	0	482.5
418	of possible 500 points									
Airport Wildlife Consultants	PANEL MEMBER Ben Vardiman, Apt Manager MC Tennant, Apt Mgmt Analyst Mary Anne Surtiles, Councilwoman	4	4	4	5	5	5	5	4	402.5
		4	4	4	4	4	4	4	4	445
		4	4	4	5	5	5	4	0	407.5
418	of possible 500 points									

**City of Prescott  
Airport Wildlife Hazard Assessment  
Interview Evaluation**

COMPANY	email	Eval Criteria 1	Eval Criteria 2	Eval Criteria 3	Eval Criteria 4	Eval Criteria 5	Eval Criteria 6	Eval Criteria 7	Eval Criteria 8	INTERVIEW SCORE TOTAL	Overall total ranking
		Documentation of the requirements of Section VII Paragraph D, a qualified airport wildlife biologist.	Recent experience in projects comparable to the proposed project.	Demonstrated success in project monitoring and management including the preparation of grant documents and payment requests for similar projects for the Western-Pacific Region of the FAA.	Experience of key personnel and availability of these individuals for these projects.	Knowledge of applicable FAA regulations, policies, and procedures.	Recent experience with public information and community involvement programs and/or public hearings related to airport development and planning projects.	Reputation for personal and professional integrity and competence.	Current workload and ability to meet project schedules or deadlines.		
C&S Engineering	PANEL MEMBER Ben Vardiman, Apt Manager	Score (Multiply by 40pts)	Score (Multiply by 20pts)	Score (Multiply by 10pts)	Score (Multiply by 5pts)	Score (Multiply by 10pts)	Score (Multiply by 2.5pts)	Score (Multiply by 10pts)	Score (Multiply by 2.5pts)	867 of possible 1000 Points	1314
		8	10	10	7	8	8	10	9		
		8	9	10	10	9	8	7	10		
Airport Wildlife Consultants	PANEL MEMBER Ben Vardiman, Apt Manager MC Tennant, Apt Mgmt Analyst. Mary Anne Suttles, Councilwoman	Score (Multiply by 40pts)	Score (Multiply by 20pts)	Score (Multiply by 10pts)	Score (Multiply by 5pts)	Score (Multiply by 10pts)	Score (Multiply by 2.5pts)	Score (Multiply by 10pts)	Score (Multiply by 2.5pts)	852 of possible 1000 Points	1270
		8	8	5	8	10	8	8	10		
		10	10	5	9	10	9	9	10		

# ATTACHMENT 2

## CONSULTANT AGREEMENT

WHEREAS the City of Prescott (hereinafter referred to as "City") is in need of certain services; and

WHEREAS **C&S ENGINEERS**, (hereinafter referred to as "Consultant") has expertise in Airport Wildlife Hazard Assessments.

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

1. That Consultant shall provide those services to the City on an as-needed basis, as more particularly identified in the attached Exhibit "A", and as requested by the Airport Manager or his designee, hereinafter referred to as the Project Manager. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

2. In addition to those services identified in the attached Exhibit "A", the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit "A", but necessary to the full and effective performance of the tasks specifically referenced.

3 Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.

4. (A) The term of this agreement shall be from February 15, 2010 through May 15, 2011. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City no later than mutually agreed upon dates as shown in Exhibit "A".

(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. It may also be terminated by the City in the event that funding for the City's payments hereunder is dependent on grants or other commitments of funds from another governmental agency and those funds are terminated or substantially reduced for any reason. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

5. It is agreed by and between the parties that this Agreement incorporates the City's Request for Bids or Submittals and the Consultant's response thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

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

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

City of Prescott  
Airport Manager  
6546 Crystal Ln  
Prescott, AZ 86301

With copies to: City of Prescott  
City Clerk  
PO Box 2059  
Prescott, AZ 86302

Consultant:  
C&S ENGINEERS  
2020 Camino del Rio, North  
Suite 1000  
San Diego, CA 92108

8. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant 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, Consultant 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, Consultant further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

9. This Agreement is non-assignable by the Consultant.

10. (A) The City shall pay to Consultant a total sum not to exceed \$84,295.00 for the complete performance of all services specified in Sections 1, 2 and 3 of this Agreement.

(B) The Consultant shall bill the City monthly for the percentage of the fee corresponding to the percentage of the Consultant's services which have been performed during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

(C) Payment of the total amount provided for under Section 10(A) shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2 and 3, then Consultant shall charge and City shall pay a mutually agreed hourly fee.

(D) Prior to the final payment to the Consultant, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the City any information necessary to determine the total amount(s) due.

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

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

13. All original and/or sealed drawings, specifications, and other work product of the Consultant for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the City or its agents, or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the City shall remain the property of the City. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

14. This Agreement, Exhibit "A", Exhibit "B", and Exhibit "C" represent the entire and integrated Agreement between the City and the Consultant and supersede 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 the Consultant. 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.

15. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

16. The Consultant shall, within ten (10) calendar days after the execution of the Agreement and before awarding any subcontract, furnish the City with a list of proposed subcontractors, and shall not employ any that the City may object to as incompetent or unfit.

17. The Consultant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Consultant 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 the Consultant has or may have against the City, its agents or employees, arising out of or in any way connected with the Consultant's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

18. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

19. (A) The Consultant shall obtain and maintain in effect during the term of, and until final acceptance of all work under, this Agreement a policy or policies of liability insurance with limits not less than \$1,000,000.00. Liability insurance shall provide the following coverages:

- a) Comprehensive General Liability ("explosion, collapse, and underground" and "products/ completed operations" coverage may be excluded);
- b) Errors and Omissions (professional malpractice);
- c) Automobile Liability.

(B) All insurance and bonds required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(C) Prior to commencing work under this Agreement, the Consultant shall provide the City with evidence that he/she is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that he/she employs no persons subject to the requirement for such coverage.

20. The Consultant, 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. The Consultant will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 99-4.

21. All time limits stated in the contract documents are of the essence of the contract and should the Consultant fail to complete the work required to be done on or before the time for completion as set forth in these contract documents, including any authorized extensions of time, it is mutually agreed and understood by and between the parties that the public will necessarily suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of \$125.00 per day for each and every day's delay in the completion and acceptance of the work required to be done by the Consultant subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the City and Consultant agree to fix said sum of \$125.00 per day for each and every such day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Consultant on or before the time of completion and acceptance and, in the case of such breach, the City is hereby authorized to deduct said amount from the amount due the Consultant under the contract. In the event the remaining balance due the Consultant is insufficient to cover the full amount of assessed liquidated damages, then the Consultant or the surety on the bonds (if any) shall pay the difference to the City.

22. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement. The parties hereto further expressly covenant and agree

that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH BURKE  
City Clerk

\_\_\_\_\_  
GARY D. KIDD  
City Attorney

CONSULTANT

By: \_\_\_\_\_

# EXHIBIT A

## SCOPE OF SERVICES

### FOR

### WILDLIFE HAZARD ASSESSMENT (WHA)

### AT PRESCOTT REGIONAL AIRPORT

#### PROJECT DESCRIPTION

The CONSULTANT (C&S Engineers, Inc.) will provide required professional services for assisting Prescott Regional Airport (PRC) in preparation of a Wildlife Hazard Assessment (WHA) consistent with Federal Aviation Administration Certification Rules 14 CFR Section 139.337 – Wildlife Hazard Management. Specifically, the following scope of services has been prepared in order to assist in preparation of a WHA, and assess the need for creation of a Wildlife Hazard Management Plan (WHMP) for PRC located within the Town of Prescott, Yavapai County, Arizona.

Federal Aviation Administration (FAA) Regulation 139.337 requires that airports conduct an ecological study or wildlife hazard assessment (WHA) if any of the following occur on or near the airport:

- (1) An air carrier aircraft experiences a multiple bird strike or engine ingestion.
- (2) An air carrier aircraft experiences a damaging collision with wildlife other than birds.
- (3) Wildlife of a size or in numbers capable of causing an event described in paragraph (a) (1) or (2) of this section is observed to have access to any airport flight pattern or movement area.

In accordance with 14 CFR 139.337, the WHA must contain the following:

- (1) An analysis of the events or circumstances that prompted the assessment.
- (2) Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences.
- (3) Identification and location of features on and near the airport that attract wildlife.
- (4) A description of wildlife hazards to air carrier operations.
- (5) Recommended actions for reducing identified wildlife hazards to air carrier operations.

Based on the results of the WHA, aeronautical activity at PRC, and the views of stakeholders who have direct interest in wildlife issues at or in the vicinity of PRC, the FAA may determine that a formal WHMP be created.

C&S Engineers, Inc. will complete a WHA for PRC with the tasks described below constituting our scope of services. These services, as discussed below, are consistent with Federal Aviation Administration Certification Rules 14 CFR Section 139.337 – Wildlife Hazard Management. Our proposal includes labor, supplies, expenses and subcontractor charges to complete a WHA at PRC.

#### SCOPE OF SERVICES

The CONSULTANT will provide the following services:

- *Ecological Inventory:* Available literature, historical drawings, aerial photographs, topography, hydrogeology, site reconnaissance and information from facility personnel will be utilized to identify features and/or activities on and near the airport that may potentially attract wildlife. Potential items of interest include

food sources, bodies of water, forested land, wetlands, solid waste facilities, and/or maintained fields. In addition, a floral survey will be conducted on PRC grounds to determine available wildlife forage.

- *Literature / Documentation Review:* C&S will utilize Wildlife/Aircraft Incident Reports and varied OGS operating protocols (Wildlife Management, Maintenance, Waste Disposal, etc.) to describe and evaluate the extent of historical wildlife activity at the airport. It will be necessary for PRC to provide us with access to ecologically significant records, drawings, correspondence, or previous reports that PRC may have.

- *Current Wildlife Activity:* To acquire an accurate understanding for current wildlife activity at PRC, C&S will conduct a field-based survey of the wildlife at the airport using the point count method. The data gathered from these point counts will be used to determine the extent of the wildlife populations, wildlife population behaviors, and facilitate determination of the presence or absence of a significant wildlife hazard. Four point counts will be conducted per month for a period of one year from a set of pre-assigned points on and in the vicinity (up to five miles) of PRC. Point counts will be conducted randomly throughout the day; however emphases will be place on conducting point counts within the first 2 hours after sunrise and within the last 2 hours before sunset. Each individual count will consist of recording the number of each individual species of wildlife (birds and mammals) observed or heard for 5 minutes at each point location. The date, time, temperature and weather conditions, along with each individual animal's behavior and movement patterns will also be noted. The number of individuals in large groups of flocking birds will be quantified as accurately as possible. Particular care will be taken not to count an individual more than once during an observation period. Efforts will be made not to conduct counts in fog, heavy rain, or strong wind conditions. The point count locations will be located in such a way as to allow for the maximum number of points with minimum overlay in the observational areas, with maximum coverage of airport property. In addition, small mammal trapping using one of or a combination of lethal and non-lethal traps. Small mammal trapping will take place one a month, between the months of May and October. Night time spotlight and trail camera surveys will also be conducted once a month throughout the year long WHA. Qualitative analyses of the most common insect species utilizing PRC will be conducted on a monthly basis from May and October using direct observations and sweep netting techniques. The small mammal and insect surveys will be conducted on PRC grounds to determine types of available wildlife forage. Any additional wildlife activity noted while conducting the field work for the WHA or information collected from PRC staff will also be documented in the WHA.

- *Hazard Analysis:* We will evaluate all acquired wildlife information on a species-by-species basis, with special attention paid to endangered and/or threatened species, to determine the presence or absence of a significant hazard to air carrier operations and associated aircraft.

- *Wildlife Hazard Assessment Report:* A report summarizing the findings of the WHA will be prepared and submitted for your review. If the WHA indicates that a WHMP should be created, those recommendations will be provided in the report. The WHA will be prepared in accordance with 14 CFR 139.337.

## **Assumptions**

The estimated cost is provided in Schedule B-2 and is based on the following assumptions:

- The CONSULTANT will have site access to all PRC property.
- The SPONSOR will furnish, at its sole cost and expense, all information that it has regarding ecologically-significant matters and all drawings, correspondence, or previous reports of and for PRC to the CONSULTANT, on all of which the CONSULTANT may rely in performing Basic Services.
- The SPONSOR will provide the CONSULTANT with current wildlife hazard control procedures for PRC, including personnel involved and equipment used.
- The creation of a WHMP for PRC is not included in these services.

## Schedule

Subject to the terms of Articles 2, 12, 13, and 23 of the Agreement, the CONSULTANT agrees to complete its Basic Services within approximately fifteen (15) months after receiving a written Notice to Proceed from the SPONSOR.

Below is an itemized schedule for C&S's proposed services.

<b>Time Frame</b>	<b>Objectives</b>
Month 1	<ul style="list-style-type: none"> <li>• Initial meeting with airport and stakeholders to discuss project means and methods</li> <li>• Site walkover, initial assessment, and recommendations</li> <li>• On-site and off-site monitoring locations to be located</li> <li>• Weekly surveys to begin (4 per month)</li> <li>• Monthly night time spotlight and trail camera surveys to begin (1 per month)</li> </ul>
Months 1 and 2	<ul style="list-style-type: none"> <li>• Consultation with Arizona Game and Fish Department, and United State Fish and Wildlife Service</li> <li>• Review of available literature and documentation regarding wildlife hazards at the airport</li> <li>• Weekly surveys to continue</li> <li>• Monthly night time spotlight and trail camera surveys to continue</li> </ul>
Months 2 through 5	<ul style="list-style-type: none"> <li>• Weekly surveys to continue</li> <li>• Monthly night time spotlight and trail camera surveys to continue</li> </ul>
Month 6	<ul style="list-style-type: none"> <li>• Weekly surveys to continue</li> <li>• Monthly night time spotlight and trail camera surveys to continue</li> <li>• Meeting with airport and stakeholders regarding data collected to date</li> </ul>
Months 7 through 11	<ul style="list-style-type: none"> <li>• Weekly surveys to continue</li> <li>• Monthly night time spotlight and trail camera surveys to continue</li> </ul>
Month 12	<ul style="list-style-type: none"> <li>• Final set of weekly surveys</li> <li>• Final night time spotlight and trail camera surveys to be conducted</li> </ul>
Months 1 through 12	<ul style="list-style-type: none"> <li>• Continually update and advise the Airport of wildlife related hazards and methods to reduce hazard risks</li> <li>• Small mammal trapping to be conducted on monthly basis from May to October</li> <li>• Insect surveys to be conducted on a monthly basis from May to October</li> <li>• Flora surveys to be conducted in spring, summer, fall, and winter</li> </ul>
Month 13	<ul style="list-style-type: none"> <li>• Data consolidation and evaluation</li> <li>• Meeting with airport and stakeholders regarding data collected to date and preliminary assessment of the results</li> <li>• Report preparation</li> </ul>
Month 14	<ul style="list-style-type: none"> <li>• Submission of draft WHA report for airport and stakeholder review</li> <li>• Revise WHA report based on airport and stakeholder comments</li> </ul>
Month 15	<ul style="list-style-type: none"> <li>• Submission of final WHA report to FAA and airport</li> <li>• Address FAA comments as needed</li> </ul>

# EXHIBIT B



## ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" DESIGN PHASE

PROJECT NAME: Wildlife Hazard Assessment  
 PROJ DESCRIPTION Conduct a Wildlife Hazard Assessment (WHA)  
 CLIENT: City of Prescott  
 CLIENT MANAGER: Ben Vardiman

DATE: 28-Oct-09  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: G27  
 C&S CONTACT: Ralph Redman

### I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)		HOURS	COST
A. SERVICE GROUP MANAGER	\$80.70	\$89.80	X	0	\$0.00
B. DEPARTMENT MANAGER	\$69.80	\$53.20	X	0	\$0.00
C. MANAGING ENGINEER	\$50.20	\$48.60	X	0	\$0.00
D. CHIEF ENGINEER	\$49.70	\$47.50	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$44.00	\$39.60	X	0	\$0.00
F. PROJECT ENGINEER	\$42.00	\$35.80	X	40	\$1,432.00
G. ENGINEER	\$37.60	\$34.90	X	0	\$0.00
H. STAFF ENGINEER	\$31.30	\$27.20	X	0	\$0.00
I. SENIOR DESIGNER	\$37.60	\$32.40	X	0	\$0.00
J. DESIGNER	\$31.30	\$24.90	X	0	\$0.00
K. CADD OPERATOR	\$22.40	\$20.60	X	24	\$494.00
L. ADMINISTRATIVE ASSISTANT	\$24.80	\$20.60	X	0	\$0.00
M. GRANTS ADMINISTRATOR	\$37.10	\$33.30	X	10	\$333.00
N. MANAGER AIRPORT PLANNING	\$58.00	\$53.80	X	0	\$0.00
O. SENIOR PLANNER	\$58.10	\$44.20	X	0	\$0.00
P. PLANNER	\$39.40	\$36.50	X	0	\$0.00
Q. STAFF PLANNER	\$30.10	\$27.80	X	0	\$0.00
R. SENIOR PROJECT ARCHITECT	\$41.20	\$37.90	X	0	\$0.00
S. PROJECT ARCHITECT	\$34.80	\$33.00	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$52.60	\$50.30	X	0	\$0.00
U. GEOLOGIST	\$25.20	\$23.70	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$32.40	\$28.50	X	272	\$7,752.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$62.50	\$60.20	X	0	\$0.00
X. CONSTRUCTION SUPERVISOR	\$50.20	\$48.60	X	0	\$0.00
Y. RESIDENT ENGINEER	\$43.90	\$41.80	X	0	\$0.00
Z. CHIEF INSPECTOR	\$34.80	\$33.00	X	0	\$0.00
AA. SENIOR INSPECTOR	\$31.00	\$28.70	X	0	\$0.00
BB. INSPECTOR	\$31.30	\$27.80	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$19.70	\$18.50	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$29.50	\$27.80	X	0	\$0.00
EE. PARTY CHIEF	\$53.90	\$51.60	X	0	\$0.00
FF. SURVEYOR I	\$50.80	\$48.50	X	0	\$0.00
GG. SURVEYOR II	\$50.80	\$48.50	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$10,011.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -  
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
 OF DIRECT SALARY COST):

160.00% \$16,018.00

III. SUBTOTAL OF ITEMS I & II:

\$26,029.00

**IV. ESTIMATE OF DIRECT EXPENSES:**

A.	TRAVEL, BY AUTO:	6 TRIPS @	200 MILES/TRIP @	\$0.585 =	\$702.00
B.	TRAVEL, BY AIR:	8 TRIPS @	1 PERSONS @	\$350.00 =	\$2,100.00
C.	PER DIEM:	24 DAYS @	1 PERSONS @	\$150.00 =	\$3,600.00
D.	MISCELLANEOUS:			=	<u>\$0.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: **\$6,402.00**

**V. FIXED FEE (PROFIT, LUMP SUM):**

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	<b>\$3,904.00</b>
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u><b>\$960.00</b></u>

TOTAL FIXED FEE: **\$4,864.00**

**VI. SUBCONTRACTS:**

A.	SBO - EnviroSystems Management	<b>\$47,000.00</b>
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**VII. TOTALS:**

A.	MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<b>\$84,295.00</b>
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**Exhibit C  
Federal Contract Provisions  
For A/E Contracts**

**1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR  
CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the

completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **3. DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Prescott. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Prescott. This clause applies to both DBE and non-DBE subcontractors.

### **4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

### **5. ACCESS TO RECORDS AND REPORTS**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the

contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **6. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **7. RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **8. TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal

Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **9. TERMINATION OF CONTRACT**

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

#### **11. PUBLIC AVAILABILITY OF GRANT FUNDED DOCUMENTS/MATERIALS**

All AIP funded projects which result in publically-available documents must be made available without restriction. No member of the public should be required to provide their name, address, telephone numbers, e-mail address, or other information in order to view or download the information. Airports should be advised that if they, or other agents of the airport, including consultants, post documents, they must be available for download without restriction or registration. Further, no other entity, including consultants, may post such documents on their own websites if those sites require registration, even if the document is posted elsewhere without registration requirements.



# ATTACHMENT 3

U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Western-Pacific Region  
Airports Division  
Los Angeles Airport District Office

P.O. Box 92007  
Los Angeles, CA 90009-2007

January 05, 2010

Benjamin Vardiman  
Airport Manager  
Prescott Municipal Airport  
Ernest A. Love Field  
6546 Crystal Lane  
Prescott, AZ 86301

Dear Mr. Vardiman:

Ernest A. Love Field Airport  
AIP Project No. 3-04-0030-030-2009  
Project Title: Wildlife Hazard Assessment  
Professional Services Agreement

Reference is made to the Sponsor Certification for Selection of Consultants, dated August 26, 2009, that the City of Prescott has met all statutory and administrative requirements for selection of consultants. Based on the certification, Record of Negotiations, and Sponsor's Independent Engineer's Estimate, we hereby concur with the referenced agreement between the City of Prescott and C&S Companies in the amount of \$84,295.00, for a Wildlife Hazard Assessment.

If you have any questions, please feel free to contact me at (310) 725-3626 or send me an email: [mark.guan@faa.gov](mailto:mark.guan@faa.gov)

Sincerely,

Mark Guan  
Airports Program Manager

cc: ADOT

<b>COUNCIL AGENDA MEMO – 01/19/10 &amp; 01/26/10</b>
<b>DEPARTMENT: ADMINISTRATIVE SERVICES</b>
<b>AGENDA ITEM: ORDINANCE AUTHORIZING THE SALE OF SURPLUS PROPERTY</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: MIC FENECH</b>	
<b>Finance Director: MARK WOODFILL</b>	
<b>City Manager: STEVEN NORWOOD</b> <i>[Signature]</i>	<i>01/13/10</i>

**BACKGROUND:**

Fleet Maintenance is preparing to dispose of surplus vehicles and equipment that were replaced in FY10 or was identified for removal from the Fleet by the Fleet Focus Group. For the past several years, the City has used online auction services provided successfully by Rene Bates Auctioneers for disposal of surplus vehicles and equipment. This contract allows Bates a 10% commission and specifies that Bates will collect and distribute all applicable Arizona taxes (State, County and City). The benefits of online auctioning are as follows:

- Sale items are exposed to a larger market and longer auction time.
- National advertising results in higher prices paid for items.
- Reduces manpower and overtime expenses.
- Eliminates guesswork regarding foul weather on auction day.

Per the City's Procurement Code, Council authorization is required for any item with auction proceeds expected to exceed \$3,000. A list of such vehicles and equipment is attached to this memo and identified as Attachment 'A'.

Also attached as Attachment 'B' is a compilation of past auction data. This data is not intended as a guarantee of auction performance but more as historical information only.

<b>Recommended Action: MOVE to adopt Ordinance No. 4730-1027.</b>
---

**ORDINANCE NO. 4730-1027**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SALE OF MISCELLANEOUS SURPLUS PROPERTY AND AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID SALES**

**RECITALS:**

WHEREAS, the City Council has determined that the personal property, including vehicles and equipment, as listed on the attached Attachment "A" is not needed or not likely to be needed by the City within a reasonable future time; and

WHEREAS, an annual auction of surplus property will be scheduled at a determined time and whereas Renee Bates Auctioneers conducts regular auctions of surplus governmental properties and has successfully conducted such online auctions on behalf of the City of Prescott, and

WHEREAS, notice of the foregoing auction will comply with the requirements of Article VIII, Section 12 of the City Charter.

**ENACTMENTS:**

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

SECTION 1. THAT the property listed on Attachment "A", attached hereto and made a part hereof, is hereby declared to be surplus.

SECTION 2. THAT City staff is hereby directed to sell the property listed on Attachment "A" at an online auction to be conducted through a public auction and bidding process annual auction of surplus property by Renee Bates Auctioneers at a 10% commission rate to be held on a date to be determined.

SECTION 3. THAT City Staff is hereby empowered to accept the highest responsible bid for each of the items listed on Attachment "A".

SECTION 4. THAT City staff is hereby authorized to execute any and all documents in order to effectuate the foregoing sales, and to deliver title to said properties upon payment by the successful bidder of the total bid price.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 26th day of January, 2010.

\_\_\_\_\_  
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH A. BURKE, City Clerk

\_\_\_\_\_  
GARY D. KIDD, City Attorney



Attachment "B"

# RENÉ BATES AUCTIONEERS, INC.

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Auction totals

City of Prescott, Arizona – Online Auction - CLOSED - 07/10/2008 2:00 PM CST

**Auction Totals**

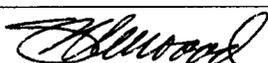
Items:	27
Items with bids:	27
Standard bids:	285
Max bids:	162
Total bids:	447
Current total:	\$139,004.01

**Current prices have been saved as auction results.**

4660 County Road 1006 • McKinney, TX 75071 • (972) 548-9636  
Copyright © 1999-2008, René Bates Auctioneers, Inc.  
[auction@renebates.com](mailto:auction@renebates.com)



<b>COUNCIL AGENDA MEMO – 1/19/2010 &amp; 1/26/2010</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Approval of a professional services agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA floodplain determination for Tributaries to Granite Creek in an amount not to exceed \$299,947.00.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood 	01/12/10

**Item Summary**

This item is to approve a professional services agreement with J2 Engineering and Environmental Design, LLC, Phoenix, Arizona, for the engineering analysis, preparation and submittal of an updated FEMA floodplain determination for Tributaries to Granite Creek which include the North Fork of Granite Creek, Miller Creek, Butte Creek, Aspen Creek, Manzanita Creek, Bannon Creek, and the unnamed channel that parallels Virginia Street, (sometimes referred to as Acker Creek). The detailed restudy will include performing hydraulic analyses and mapping of the 100 and 500 year floodplains in accordance with FEMA guidelines. The creeks system within Prescott was last mapped by the Federal Emergency Management Association (FEMA) in 1977.

**Background**

On September 8, 2009 the City Council approved an Intergovernmental Agreement, (Resolution No. 3988-1018), with the Yavapai County Flood Control District for the acceptance of FY 10 funding in the amount of \$510,000 for an updated determination and mapping of the 100-year flood hazard areas for the tributaries of Granite Creek and Willow Creek.

Both studies are an essential part of the City's Storm Water Management Program for drainage ways within Prescott. This project includes updating all surface water hydrology within the watershed for FEMA use in potentially updating the Flood Insurance Rate Maps, identifying and analyzing all the components of our drainage infrastructure, and establishing watershed master plans for each of our waterways. Additionally, this will provide survey quality data for the delineation of hydrologic basins and elevations for various storm events. This data will be used by both staff engineers and consulting engineers in the community for baseline hydrologic analysis of both capital projects and private development projects. This project is consistent with Council's goal of providing a first class utility system.

**Agenda Item:** Approval of a professional services agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA floodplain determination for Tributaries to Granite Creek in an amount not to exceed \$299,947.00

### **Procurement of Engineering Services**

On November 19, 2009, the City received twenty two (22) Statements of Qualification for this publicly advertised project. Pursuant to professional services selection procedures, staff ranked the individual firms based on their submittals. After interviewing the top three firms, J2 Engineering and Environmental Design, LLC, was selected as prime for this contract. Subsequently the project scope and fees were negotiated.

The project team also includes Dubroy Engineering, LLC, Prescott Valley, Arizona, who will be performing engineering analysis, and Kelly Wise Engineering, Inc., Prescott, Arizona, who will be providing professional land survey services. The combined local participation in the project represents 40% of the contract amount.

### **Project Schedule**

Commence	February 1, 2010
Complete Submittal	July 1, 2010

### **Budget**

FY 10 funding for this project is available from the One Cent Sales Tax for Streets and Open Space (Account No. 2157810-8418-09625), with the full project cost to be reimbursed in FY10 by the Yavapai County Flood Control District.

### **Attachments**

- Study Limits Map
- Cost Proposal
- Scope of Services
- Intergovernmental Agreement

**Recommended Action:** MOVE to approve a Professional Services Agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA floodplain determination for Tributaries to Granite Creek in an amount not to exceed \$299,947.00

**J2 Engineering and Environmental Design  
Tributaries of Granite Creek  
Floodplain Delineation Studies  
City of Prescott  
January 4, 2010  
Exhibit A  
Scope of Services**

**Project Overview:**

The purpose of the project is to perform detailed floodplain delineation studies to update the 100-year floodplains and floodways for the tributaries of Granite Creek which include North Fork of Granite Creek, Miller Creek, Butte Creek, Aspen Creek, Manzanita Creek, Bannan Creek, and the unnamed waterway that parallels Virginia Street. The detailed restudy will include performing hydraulic analyses and mapping of the 100-year floodplains and floodways in accordance with FEMA Guidelines.

J2 Engineering & Environmental Design, LLC (J2) has retained Kelley Wise Engineering, Inc. (KWE) and Marc Dubroy Engineering, LLC (MDE) to assist in the project. KWE will be responsible for survey and public involvement, and MDE will assist in the hydraulic analyses, mapping, and public involvement.

**Task 100 – Field Reconnaissance/Data Collection**

J2 shall obtain existing engineering documents from the City of Prescott (CoP), Yavapai County Flood Control District (YCFCD), and the Federal Emergency Management Agency (FEMA).

The City has retained Arroyo Engineering to update the regional hydrologic model for the City of Prescott. The revised HEC-1 values will be utilized by the J2 Team for the hydraulic modeling (HEC-RAS).

J2 and MDE will perform field reconnaissance to document Manning's "n" coefficients, ineffective flow areas, structure sizes, obstructions, etc. within the study area.

**Task 200 – Field Surveys and Topographic Data Verification**

KWE will be responsible performing the survey work tasks. The survey work tasks include data collection, verification of the CoP GIS mapping, supplemental surveys (structure surveys, cross sections, transects, etc.), and establishment of ten (10)

permanent benchmarks. KWE will coordinate the survey requirements with City of Prescott staff (GIS and Engineering). The field surveys will be in accordance with FEMA Flood Insurance Study guidelines. All surveys shall be based on the City of Prescott Survey Datum. KWE detailed Scope of Services is attached.

### **Hydrologic Analyses for Area Downstream of Watson Lake**

This work task was removed from the Scope of Services. The update to the regional hydrologic model will be performed by Arroyo Engineering as part of a separate contract.

### **Task 300 – Hydraulic Analyses**

J2 shall perform hydraulic analyses required to develop floodplain/floodway delineations for the subject tributaries of Granite Creek (North Fork of Granite Creek (approx. 1 mile), Miller Creek (approx. 2.2 miles), Butte Creek (approx. 3.0 miles), Aspen Creek (approx. 2.6 miles), Manzanita Creek (approx. 2.6 miles), Bannon Creek (approx. 1.2 miles), and Virginia Street Creek (approx. 2.0 miles)

The US Army Corps of Engineers hydraulic models (HEC-RAS and Geo HEC-RAS) will be utilized for the project. Results of the analyses will be incorporated into the City of Prescott GIS.

### **Task 400 – Floodplain Mapping and FEMA Submittal**

The J2 Team shall delineate the 100-year floodplain boundaries and the regulatory floodway boundaries for the subject watercourses. The delineations will be delivered in both hard copy and digital formats as required by FEMA and the City. The J2 Team will prepare a technical data notebook (TDN) for the project in accordance with the Arizona State Standards and FEMA criteria.

This task includes preparation of a FEMA Letter of Map Revision (LOMR). The LOMR review fee (\$4400) is included. It is anticipated that the FEMA review may take 6 – 9 months. Team members and City staff will work with FEMA to expedite the review process.

### **Task 500 – Public Outreach**

J2 shall attend meetings in accordance with the hours defined in the attached work hour estimate. It is anticipated two public meetings will be required for the project. If additional neighborhood meetings are required, then J2 team members will attend (within the limits of the meeting hours)

The J2 team shall prepare and distribute a project mailer (up to 1000 copies). In addition, they may set up alternative methods to communicate with citizens including, e-mails, web site, facebook, etc.

### **Items not included in J2's Scope of Services**

- **Regional hydrologic models to be provided by Arroyo/City**
- **Topographic mapping provided by the City (GIS format)**

# Tributaries of Granite Creek Floodplain Delineation Studies

Task	Description	Design Manager	Proj. Eng.	Engineer Designer	Technician Drafter	Secretary Clerical	TOTAL HOURS
100	Reconnaissance and Coordination	16	20	20	16	18	90
110	Mannin's "n" Calibration	4	4	4	4	4	20
120	Structure Documentation	4	4	4	4	8	24
130	Develop Initial Model Parameters	4	4	4	4	4	20
140	Verify Final Model Parameters	4	8	8	4	2	26
200	Field Surveys and Topographic Data Verification (see KWE)	5	10	10	20	2	47
210	Verify City's Topographic Mapping (Sanborn)	1	2	2	4		9
220	Channel Cross Sections	1	2	4	8		15
230	Survey Structures	1	2	4	8		15
240	Establish 10 ERM's	2	4			2	8
300	Hydraulic Analyses	73	158	294	238		763
310	North Fork Granite Creek (approx. 1 mile)	6	14	24	20		64
320	Miller Creek (approx. 2.2 miles)	13	26	52	44		135
330	Butte Creek (approx. 3.0 miles)	16	36	68	56		176
340	Aspen Creek (approx. 2.6 miles)	14	32	60	48		154
350	Mansanita Creek (approx. 2.6 miles)	14	32	60	48		154
360	Bannon Creek (approx. 1.2 miles)	8	16	26	22		72
370	Unnamed Creek - Virginia Street (approx. 2.0 miles) (See MDE)	2	2	4			8
400	Floodplain Mapping	56	94	150	192		492
410	North Fork Granite Creek (approx. 1 mile)	4	6	10	10		30
420	Miller Creek (approx. 2.2 miles)	10	16	24	28		78
430	Butte Creek (approx. 3.0 miles)	12	20	32	36		100
440	Aspen Creek (approx. 2.6 miles)	10	18	28	32		88
450	Mansanita Creek (approx. 2.6 miles)	10	18	28	32		88
460	Bannon Creek (approx. 1.2 miles)	6	8	12	14		40
470	Unnamed Creek - Virginia Street (approx. 2.0 miles) (See MDE)						
480	GIS Conversion/Implementation	4	8	16	40		68
500	Public Outreach	24	32	40	68	60	224
510	Mailings	4	8	8	24	24	68
520	Website/e-mail list, etc.	4	8	24	24	24	84
530	Public Meetings	16	16	8	20	12	72
600	Meetings & coordination	48	56			29	133
610	Monthly Meetings	36	36			9	81
620	Project Coordination	12	20			20	52
	<b>Total Hours</b>	<b>222</b>	<b>370</b>	<b>514</b>	<b>534</b>	<b>109</b>	<b>1,749</b>

J2 Engineering & Environmental Design, Inc.  
 4649 E. Cotton Gin Loop, Suite B2  
 Phoenix, Arizona 85040  
 Phone: (602) 438-2221  
 FAX: (602) 438-2225

Project Name: Tributaries of Granite Creek  
 Floodplain Delineation Studies  
 City of Prescott  
 Contract No.:

**DERIVATION OF COST PROPOSAL - SUMMARY**  
 (Round Figures to the nearest \$1.00)  
**Estimated Direct Labor**

Classification	Estimated Person-Hours	Average Hourly Rate	Labor Costs
Design Manager	222	\$ 70.00	\$ 15,540
Project Engineer	370	\$ 46.80	\$ 17,316
Engineer/LA/Designer	514	\$ 36.31	\$ 18,663
Technician/Drafter	534	\$ 27.50	\$ 14,685
Sec./Clerical	109	\$ 20.75	\$ 2,262
<b>Total</b>	<b>1,749</b>		<b>\$ 68,466</b>

		Total Estimated Labor	\$ 68,466	EC-10
OH Negotiated @	136.02%	of Total Estimated Labor	\$ 93,127	EC-20
		Subtotal	<u>\$ 161,593</u>	

**Estimated Direct Expenses**  
 (Listed by Item at Estimated Actual Cost -- No Mark-up)

Outside Reproduction	\$ 875	
Outside Messenger Service	\$ 60	
Personal Mileage	\$ 534	
<b>Total Estimated Expenses</b>	<b>\$ 1,469</b>	<b>EC-30</b>

**Estimated Outside Services and Consultants**  
 (Listed by Firm or Name at Estimated Cost -- No Mark-up)

Firm	Method of Compensation	Cost
Kelley Wise Engineering, Inc.	CPNE, LS	\$ 94,000
Marc Dubroy Engineering, LLC	LS	\$ 26,000
<b>Total Estimated Outside Services</b>		<b>\$ 120,000</b>

Fee	10.0%	\$ 16,159	EC-50
Fixed Capital Cost of Money (FCCM)	1.06%	\$ 726	
<b>TOTAL ESTIMATED COST</b>		<b>\$ 299,947</b>	
<b>USE LUMP SUM COST</b>		<u><b>\$ 299,947</b></u>	<b>EC-64</b>

  
 Jeff Holzmeiser  
 J2 Engineering & Environmental Design, LLC

1/5/10  
 Date

**DIRECT EXPENSE DOCUMENTATION**

**OUTSIDE REPRODUCTION**

**Copying:**

8.5 X 11 Copies

	Est. No.	No. of Copies	Total Sheets	Total Cost
TDN	1,500	5	7500	375
Mailer	1000	1	1000	500
Total 8.5 X 11 Copies				
\$	0.05	/Copy		
<b>SUBTOTAL FOR COPYING:</b>				<b>\$ 875.00</b>

**OUTSIDE MESSENGER SERVICE**

	Est. Trips/ Month	Cost/ Trip	No. of Months	Total Costs
Messenger	3	\$20.00		\$ 60.00
<b>TOTAL OUTSIDE MESSENGER SERVICE:</b>				<b>\$ 60.00</b>

**MILEAGE**

	Est. Miles/ Month	No. of Months	Total Miles
Personal Mileage	200	6	1200
<b>TOTAL MILEAGE COST @:</b>	<b>\$0.445</b>	<b>/MILE</b>	<b>\$ 534.00</b>

<b>TOTAL DIRECT EXPENSES</b>	
Outside Reproduction	\$ 875
Outside Messenger Service	\$ 60
Personal Mileage	\$ 534
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,469</b>



**KELLEY/WISE ENGINEERING, INC.**  
*Civil Engineering, Surveying, Land Planning*

December 28, 2009

Mr. Jeff Holzmeister, P.E.  
J2 Engineering  
4649 Cotton Gin Loop, Ste. B2  
Phoenix AZ 85040

jholzmeister@j2design.us

**Subject: Proposal for Survey for the Granite Creek Tributaries Floodplain  
Delineation Studies**

Dear Jeff:

Kelley/Wise Engineering, Inc. (KWE) is pleased to prepare this proposal to provide survey services for the project referenced above. We anticipate the following work scope:

KWE understands that the City of Prescott will provide you with 2' interval (or better) contour mapping over the entire study area. KWE will provide mapping check cross-sections to aid in your analysis and verification of the supplied mapping. The map checking cross sections will consist of a ground surveyed section that crosses the 100-year flood plain. The terminal ends of the sections will be anchored with GPS survey measurements. The number of proposed mapping check cross-sections has been listed in the base services below.

We will provide supplemental survey data at hydraulic structures (roadway, driveway, or pedestrian crossings) to include the following:

- Roadway profile (centerline, left edge, and right edge)
- Culvert invert elevations at each opening (inlet and outlet)
- Culvert dimensions
- Top of headwall and wing walls

A list of the anticipated hydraulic structures is attached with this proposal.

We have listed the number of proposed elevation reference marks (ERM's) to be set along the study area in the base services below. The bench mark locations will need to be approved by the City of Prescott. At each location, KWE proposes to set a carriage bolt and aluminum washer in existing concrete similar to the most recently placed City of Prescott bench marks. The washers can be stamped as designated by the City of Prescott. KWE will complete a Monument Record form for each bench mark and provide to you for your submittal to the City of Prescott.

Four of the Elevation Reference Marks (ERM's) that appear on the effective FIRM panels (provided they still exist) will be tied into this project survey, both vertically and horizontally. At a minimum, two section corners and two existing City of Prescott published bench marks will also be surveyed.

The supplemental survey points and connecting line work provided by KWE will be furnished to J2 in an AutoCAD .dwg format. The survey points will also be provided in an ASCII file.

Mr. Jeff Holzmeister  
December 28, 2009  
Page 3 of 3

**Project Schedule:** KWE will coordinate this work with your schedule.

**Payment Agreement:** We propose providing the work described above on a lump sum basis for the lump sum fee of \$94,000.

Should we encounter conditions that require additional surveying, engineering or evaluation, such conditions will be reviewed with the client prior to proceeding. Direct expenses associated with the project, including plan copies, shall be reimbursed at cost plus 15 percent. Fees are payable with monthly billing based upon the percent complete amount accomplished within that billing period. Additional services authorized by the client will be billed separately following the month in which the services are performed. All billings are due and payable within 30 days of dated invoice.

**Conditions:** The following items are not included in this proposal. Should any of the following items become necessary, services can be provided by separate agreement:

1. Agency review fees, permits and recording fees are to be paid by the owner/client.
2. Printing of plans (blueprinting, vellums or Mylars) and other direct expenses will be itemized separately as additional charges.
3. Geotechnical reports.
4. Right-of-way and easement dedication or abandonment map(s).
5. Section 404, NPDES, AZDES or Stormwater Pollution Prevention Plan (SWPPP) Permit Applications.
6. Legal descriptions.
7. Utility location survey.
8. Items not identified in the Scope of Services.

#### AUTHORIZATION TO PROCEED

If you are in agreement with the Scope of Work, the lump sum fee of \$94,000 for the Base Service, and the conditions as stated in the Standard Provisions (enclosed), please sign both copies of this agreement and return the original to indicate your understanding of and concurrence with the conditions set forth herein.

Sincerely,

**KELLEY/WISE ENGINEERING, INC.**



Gary R. Kelley, P.E.  
Principal

Enclosure: Anticipated Hydraulic Structure Drainage Crossings  
Standard Provisions

c: P09-102

#### ACCEPTED AND APPROVED

Signature Jeff Holzmeister Date 1/5/10  
Printed Name Jeff Holzmeister Title President

**Base Service - North Fork Granite Creek**

Approximately 1.0 mile of the North Fork Granite Creek from its confluence with Granite Creek upstream to Jovian Lane:

- Mapping check cross-sections - 2
- Proposed bench marks – 1
- Number of structures to be surveyed - 10

**Base Service – Miller Creek**

Approximately 2.2 miles of Miller Creek from its confluence with Granite Creek upstream to the low water crossing on Oregon Avenue at Downer Trail (city limits):

- Mapping check cross-sections - 4
- Proposed bench marks – 1
- Number of structures to be surveyed - 12

**Base Service – Butte Creek**

Approximately 3.0 miles of the Butte Creek from its confluence with Miller Creek upstream to the National Forest Boundary (city limits) at the west boundary of Hassayampa Subdivision:

- Mapping check cross-sections – 6
- Proposed bench marks – 2
- Number of structures to be surveyed – 18

**Base Service – Aspen Creek**

Approximately 2.6 miles of Aspen Creek from its confluence with Granite Creek upstream to Rancho Vista Drive

- Mapping check cross-sections - 5
- Proposed bench marks – 2
- Number of structures to be surveyed - 9

**Base Service – Manzanita Creek**

Approximately 2.6 miles of Manzanita Creek from its confluence with Granite Creek upstream to the city limits on the west side of Timberridge subdivision:

- Mapping check cross-sections - 5
- Proposed bench marks – 2
- Number of structures to be surveyed - 13

**Base Service - Bannon Creek**

Approximately 1.2 miles of Bannon Creek from U.S. Highway 89 (confluence with Granite Creek) upstream to the Forest Service boundary (south boundary of Hidden Valley Ranch Subdivision):

- Mapping check cross-sections - 2
- Proposed bench marks – 1
- Number of structures to be surveyed - 4

**Base Service - Virginia Street Drainage**

Approximately 2.0 miles of the Virginia Street drainage from its confluence with Granite Creek upstream to the city limits:

- Mapping check cross-sections - 4
- Proposed bench marks – 1
- Number of structures to be surveyed - 13

# GRANITE CREEK TRIBUTARIES FLOODPLAIN DELINEATION STUDIES

## ANTICIPATED HYDRAULIC STRUCTURE DRAINAGE CROSSINGS

### NORTH FORK GRANITE CREEK

1. Confluence is downstream of Sixth Street:

- Sixth Street
- N. Montezuma Street
- Hillside Avenue
- Second Street/First Street alley
- First Street/Merritt Street
- Campbell/First Street alley
- Two private driveways
- Whipple Street
- Jovian Street

} Study Limits

- 
- Channel forks south of Las Fuentes

### WEST FORK

- Private driveway
- Scott Drive culvert outlet
- Samaritan Towers culvert inlet

} Not in Study Limits

### EAST FORK

- Low water crossing south of Las Fuentes
- Flow under building (bridge)?
- Crosses north drive at Las Fuentes

### MILLER CREEK

- Lincoln Street
- Pedestrian bridge downstream of Lincoln
- Miller Valley Road
- Fair Street
- Sunset
- Gail Gardner crossing
- West Street
- Paar Drive
- Private driveways along Oregon Avenue
- Mayo Street
- Oregon Avenue @ Downer Trail

} Study Limits

- 
- Oregon Avenue (east of W. Idylwild)
  - W. Idylwild Way
  - West Pine Drive (east)
  - West Pine Drive (west)
  - Private driveway

} Not in Study Limits

## **BUTTE CREEK**

- Grove Avenue
- W. Sheldon Street
- N. Willow Street
- Western Avenue
- Pine Lawn Street
- W. Gurley Street
- Two private driveways
- Plaza Drive
- Country Club Circle
- Wist low water crossing (private)
- Hassayampa Village Lane
- Rustic Timbers Lane
- Hole 15 (golf cart path)
- Hole 16 (golf cart path)
- Hole 17 (golf cart path)
- Hole 18 (golf cart path)
- Golf Club Lane

## **ASPEN CREEK**

- Park Avenue
- Highland Avenue
- Middlebrook Lane
- Poplar Drive
- Hassayampa Village Lane
- Hole 5 (golf cart path)
- Cross Creek Drive
- Hole 2 to 3 bridge crossing
- Rancho Vista Drive

## **MANZANITA CREEK**

- Highway 89
- Pedestrian bridge
- W. Cherokee Road
- W. Canyon Drive
- W. Clubhouse Drive
- Sunlit Drive
- SE Copper Canyon Subdivision (verify at grade gravel trail)
- SW Copper Canyon Subdivision (verify at grade gravel trail)
- Rolling Hills Drive
- E. Timberridge Road
- Timber Pointe North
- W. Timberridge Road
- Sheriff's Posse Trail

### **BANNON CREEK**

- Banning Creek Road
- Valley Ranch Circle (West)
- Valley Ranch Circle (East)
- Coyote Road

### **VIRGINIA STREET DRAINAGE**

- EZ Street
- E. Moeller Street
- Sheldon Street
- E. Willis
- Clock Tower Building parking lot
- Gurley Street
- Maple Street
- E. Goodwin Street
- S. Virginia Street
- Acker Park
- Summerfield?
- Autumn Breeze

## **SUBCONSULTANT AGREEMENT SCOPE OF SERVICES & FEE ARRANGEMENT**

**PROJECT NAME:** Tributaries of Granite Creek, Floodplain Delineation Study

**PROJECT LOCATION:** City of Prescott, AZ

**DE PROJECT NUMBER:** 09025

**DATE PREPARED:** January 04, 2010

### **SCOPE OF SERVICES**

The following Tasks are defined based on the draft scope requested by the City of Prescott in their Request for Statements of Qualifications issued October 26, 2009, as revised by the Addendum dated November 9, 2009. The fees indicated pertain to the unnamed wash that parallels Virginia Street, comprising 2.1 river miles, starting at the confluence with Granite Creek and extending upstream to the City limits. All Tasks will be performed in accordance with FEMA guidelines and specifications and the City of Prescott requirements. All work will be coordinated with the Consultant by sharing and cross checking at appropriate stages to promote consistency of final deliverables.

#### **TASK 1 – Reconnaissance and Coordination**

Subconsultant shall conduct a detailed field reconnaissance of the study reach to gather all data necessary for completing the analysis and delineations. This includes walking the entire reach to determine existing conditions, locations and types of hydraulic structures, visual verification of the aerial topographic mapping, and identification of areas where supplemental survey may be necessary. Apparent problems with the aerial mapping will be brought to the attention of the City. This task includes review of existing data supplied by the City that may impact the study, and all other coordination and communication activities. This task includes assisting the Consultant in calibrating the Manning's n-values for all reaches so that they are consistent.

#### **TASK 2 – Hydraulic Analysis**

Subconsultant shall perform hydraulic analysis of the study reach to determine the existing Floodplain, and shall include encroachment analysis to determine reasonable Floodway boundaries. Preparation of geometry data for the model will be coordinated with the Consultant to promote consistency between models for all tributaries. Subconsultant will prepare a hydraulic analysis report and submit along with supporting data to the City for review. This task will include assisting in the QA/QC process for models of all reaches.

#### **TASK 3 – Floodplain Mapping and FEMA Submittal**

Subconsultant shall delineate the 100-year Floodplain and Floodway boundaries and prepare mapping of such, which will be delivered in both hard copy and digital formats as required by the City and FEMA. Subconsultant will prepare applicable portions of the TDN, or a complete TDN if it is decided to submit each tributary separately to FEMA. This Task includes preparation of the LOMR application and submittal documents and all correspondence with FEMA until approval is obtained.

#### **TASK 4 – Public Outreach**

Subconsultant shall participate in public outreach activities as requested by the City and Consultant, not to exceed 16 hours.

## **FEE AND EXPENSES**

The Tasks described in the Scope of Services will be performed for the following fees:

TASK 1: Fixed fee of \$ 9,000.00

TASK 2: Fixed fee of \$ 7,500.00

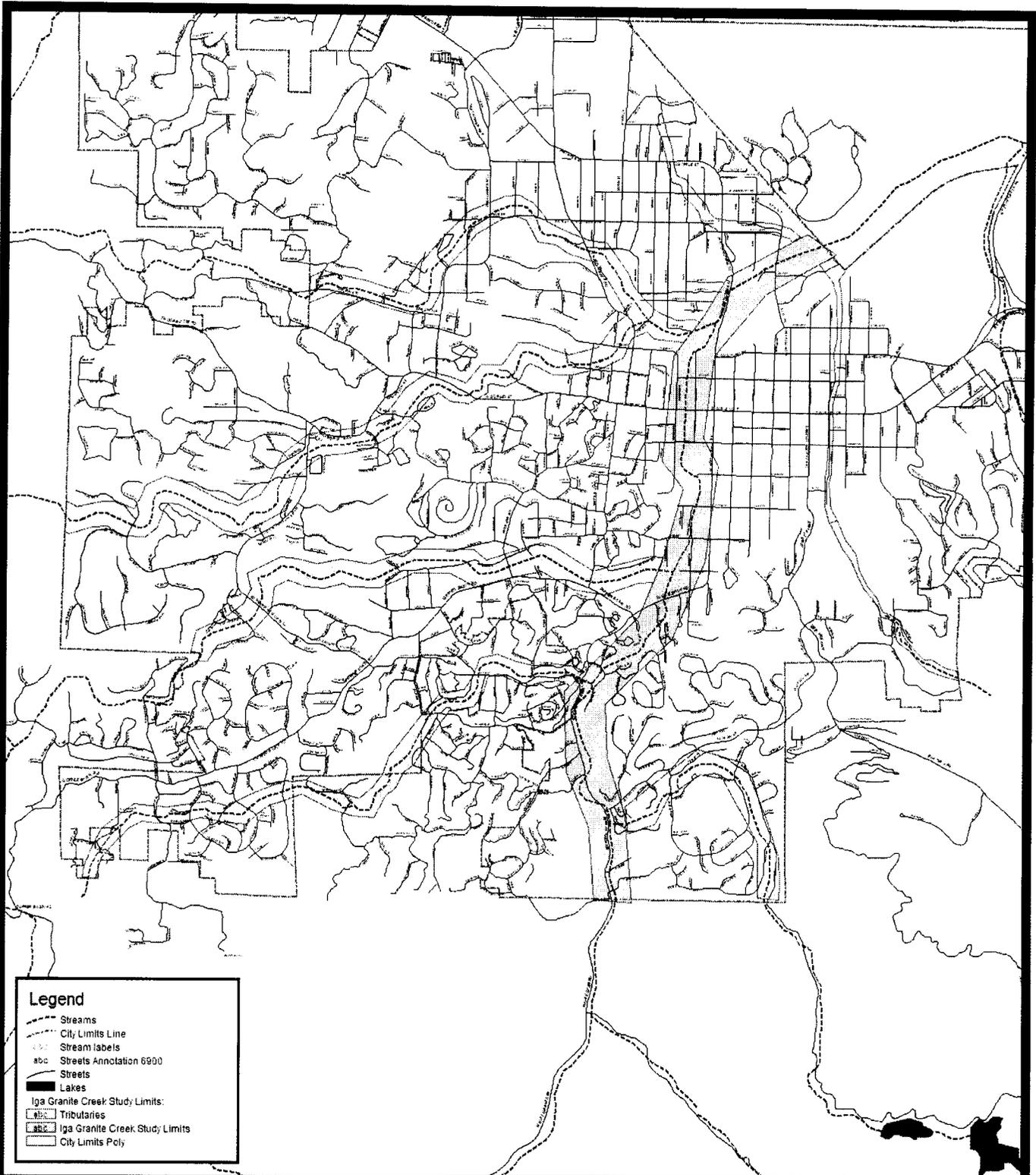
TASK 3: Fixed fee of \$ 8,000.00

TASK 4: Fixed fee of \$ 1,500.00

*(TOTAL \$26,000.00)*

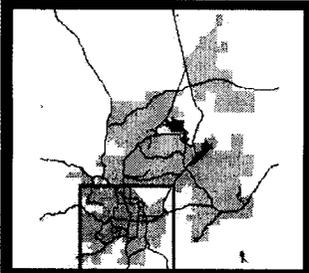
Additional tributaries or portions thereof may be added to this Subconsultant Agreement at the rate of \$ 9,500.00 per river mile.

Additional Services not within the Scope of this Agreement will be billed at an hourly rate of \$90.00.



**Legend**

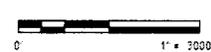
- Streams
- - - City Limits Line
- Stream labels
- abc Streets Annotation 6900
- Streets
- Lakes
- Iga Granite Creek Study Limits
- ▨ Tributaries
- ▨ Iga Granite Creek Study Limits
- City Limits Poly



# GRANITE CREEK TRIBUTARIES

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





**RESOLUTION NO. 3988-1018**

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

**RECITALS:**

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

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

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

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

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

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with the Yavapai County Flood Control District for City to accept funds from YCFCD in FY10 for an updated determination and mapping of the 100-year floodplain of Granite Creek and Willow Creek, as set forth in Exhibit "A" which is attached and made a part hereof. This agreement shall supersede and replace all prior resolutions and intergovernmental agreements pertaining to the acceptance of funds for an updated determination and mapping of the 100-year floodplain of Granite Creek and Willow Creek.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 8<sup>th</sup> day of September, 2009.



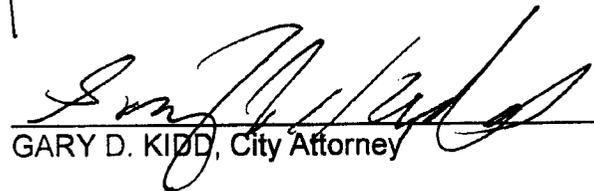
JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:



ELIZABETH A. BURKE, City Clerk



GARY D. KIDD, City Attorney

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

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

THIS IS A UNIFORMED COPY OF INSTRUMENT  
RECORDED ON DATE 10-8-09 TIME 8:16am  
IN BOOK 4699 PAGE 729  
ANAWAYMAN-TRUJILLO, RECORDER  
Shirley S. Howard DEPUTY

### INTERGOVERNMENTAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

#### PURPOSE

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

**DURATION**

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

**RENEWAL**

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

**SEVERABILITY**

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

**ENTIRE AGREEMENT**

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

**INDEMNIFICATION**

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

**NOTICE**

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

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

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

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

**RECORDING**

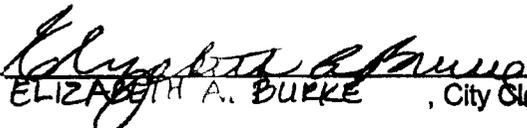
This Intergovernmental Agreement shall be recorded in the Office of the Yavapai County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to ARS §11-952(G).

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

8 day of SEPTEMBER, 2009.

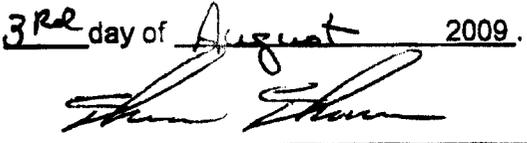
  
\_\_\_\_\_  
Jack Wilson, Mayor

ATTEST:

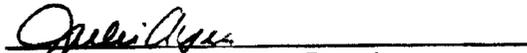
  
\_\_\_\_\_  
ELIZABETH A. BURKE, City Clerk

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

3<sup>rd</sup> day of August, 2009.

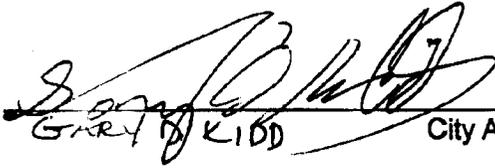
  
\_\_\_\_\_  
Thomas Thurman, Chairman  
Board of Directors

ATTEST:

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

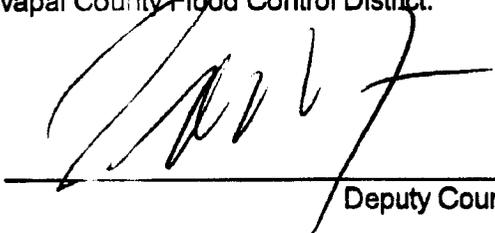
**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

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

  
\_\_\_\_\_  
GARY D. KIDD City Attorney

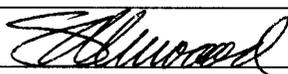
Date: 9-15, 2009.

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

  
\_\_\_\_\_  
Deputy County Attorney

Date: 9/30, 2009.

<b>COUNCIL AGENDA MEMO – 1/19/2010 &amp; 1/26/2010</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Approval of a professional services agreement with JE Fuller/Hydrology & Geomorphology, Inc. for engineering services to update the FEMA floodplain determination of Willow Creek and provide a Certification Re-Assessment Analysis of the Willow Creek Levee in an amount not to exceed of \$159,195.00.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood 	01/24/10

**Item Summary**

This item is to approve a professional services agreement with JE Fuller/Hydrology & Geomorphology, Inc., for the engineering analysis, preparation and submittal of an updated FEMA floodplain determination for Willow Creek from downstream of the Willow Creek Road Bridge upstream to Williamson Valley Road; a length of approximately 2.9 miles, (see attached Figure 1). These services will also include an analysis and re-assessment of the Willow Creek Levee.

**Background**

On September 8, 2009 the City Council approved an Intergovernmental Agreement (Resolution NO. 3988-1018) with the Yavapai County Flood Control District for the acceptance of FY 10 funding in the amount of \$510,000 for an updated determination and mapping of the 100-year flood hazard areas for the tributary creeks of Granite Creek and Willow Creek.

On September 22, 2009, the City received notification from FEMA that the Willow Creek Levee will be detailed as failed on a future updated Flood Insurance Rate Map. As a result of that notification areas on the landward side of the levee will be remapped as being in the flood hazard area. The primary goal of the reassessment is to determine the true condition of the levee, its effectiveness, and detail any flood hazards behind the levee with a detailed and accurate analysis. The analysis and conclusions may lead to recommendations for mitigating flooding potential. The last Willow Creek Flood hazard study was completed in 1986 as part of the design and construction of the levee. That study was completed using topographic mapping that was at a 4-foot contour interval and used storm flows that are no longer applicable due to National Oceanic and Atmospheric Administration (NOAA) revisions to precipitation charts for Arizona including Yavapai County.

This study is an essential part of the City's Storm Water Management Program. This project includes updating all surface water hydrology within the watershed for FEMA use in potentially updating the Flood Insurance Rate Maps, identifying and analyzing all

**Agenda Item:** Approval of a professional services agreement with JE Fuller/Hydrology & Geomorphology, Inc. for engineering services to update the FEMA floodplain determination of Willow Creek and provide a Certification Re-Assessment Analysis of the Willow Creek Levee in an amount not to exceed of \$159,195.00.

drainage infrastructure components, and establishing watershed master plans for each of the waterways.

This project will provide survey quality data for the delineation of hydrologic basins and elevations for various storm events. The resulting data will be used by both staff engineers and consulting engineers in the community for baseline hydrologic analysis of both capital projects and private development projects. This project is consistent with Council's goal of providing a first class utility system.

### **Procurement of Engineering Services**

On November 19, 2009, the City received thirteen (13) Statements of Qualification for the publicly advertised project. Pursuant to professional services selection procedures, staff ranked the individual firms based on their submittals. JE Fuller Hydrology & Geomorphology, Inc., of Phoenix, was the top ranked firm for this project. The firm has teamed with the local firm of Kelly Wise Engineering to perform support surveying and engineering review.

### **Project Schedule**

Commence	February 1, 2010
Complete Submittal	July 1, 2010

### **Budget**

FY 10 funding for this project is available from the One Cent Sales Tax for Streets and Open Space (Account No. 2157810-8418-09625) with the full project cost to be reimbursed in FY10 by the Yavapai County Flood Control District.

### **Attachments**

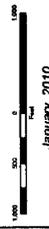
- Study Limits Map
- Cost Proposal
- Scope of Services
- Intergovernmental Agreement

**Recommended Action:** **MOVE** to approve a professional services agreement with JE Fuller/Hydrology & Geomorphology, Inc. to update the FEMA floodplain determination of Willow Creek and provide a Certification Re-Assessment Analysis of the Willow Creek Levee in an amount not to exceed of \$159,195.00.

**WILLOW CREEK  
 FLOODPLAIN DELINEATION  
 STUDY AND  
 LEVEE CERTIFICATION  
 REASSESSMENT**

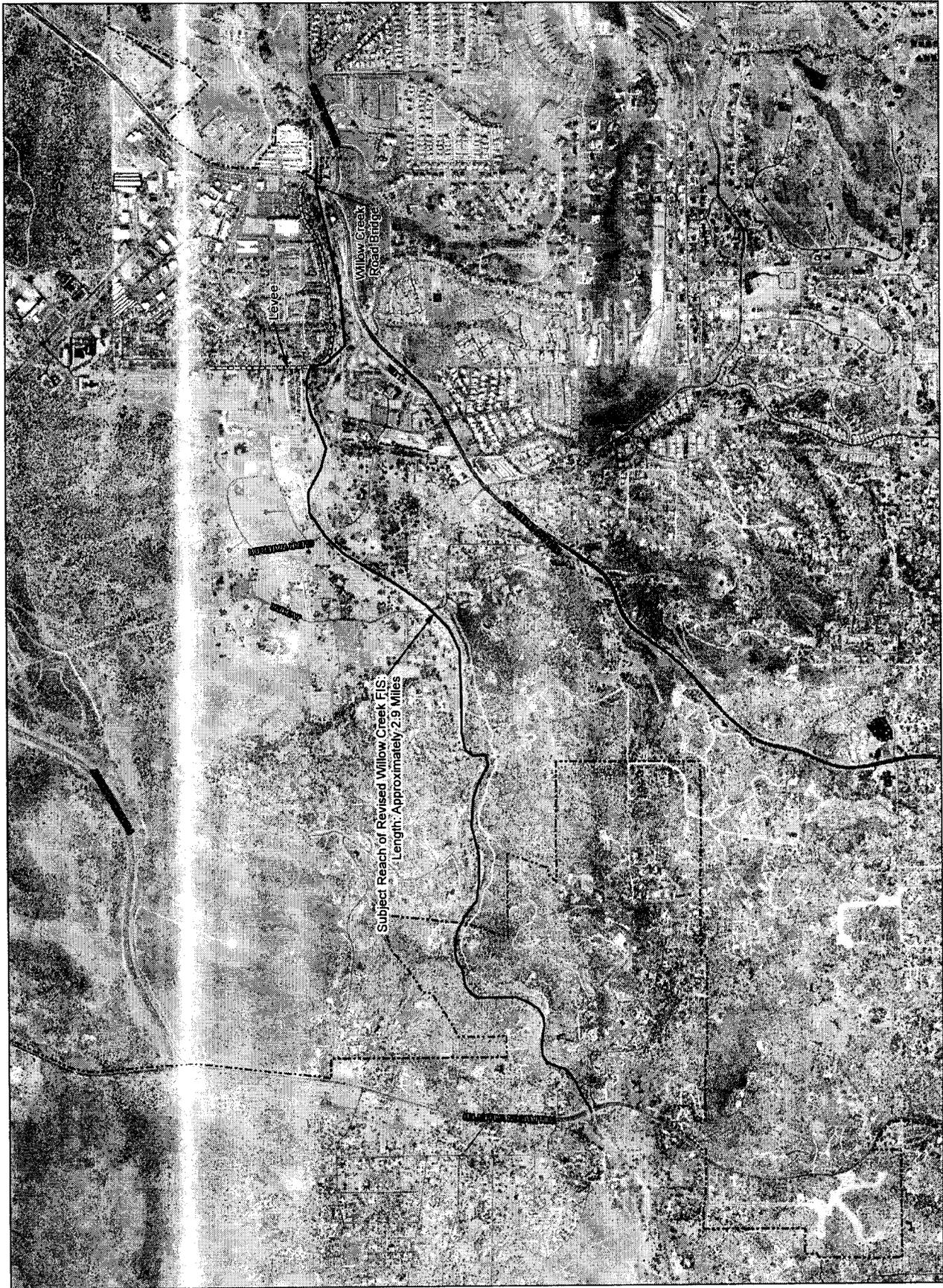
**LEGEND**

-  Willow Creek
-  Levee
-  Prescott City Limits



**J.E. FULLER**  
 ENGINEERING & CONSULTANTS, LLC  
 1 WEST BEER VALLEY ROAD  
 SUITE 101  
 PRESCOTT, AZ 85927  
 923-899-0166 (O)  
 900-439-2193 (F)

**FIGURE 1  
 SIGHT OVERVIEW**



<b>BASE SERVICES</b> <b>WILLOW CREEK FIS AND LEVEE</b> (WILLOW CREEK ROAD BRIDGE TO WILLIAMSON VALLEY ROAD)							
TASK NO.	TASK DESCRIPTION	BILLING RATES (\$/HR)					
		Project Principal	Project Manager	Senior Engineer	Project Engineer	Project Designer	Admin
		\$135	\$125	\$110	\$95	\$85	\$60
	Field Reconnaissance and Data Collection						
1	Site Visit	-	-	16	16	-	-
	Data Collection and Review	-	-	16	-	16	-
2	Field Surveys and Topographic Data Verification						
	Field Survey, Benchmarks, Mapping Verification (SEE FEE IN SUMMARY BELOW)	-	-	-	-	-	-
	Hydraulic Analyses						
3	10-, 50-, 100-, and 500-Year Hydraulic Analyses	2	8	120	100	100	-
	100-Year Hydraulic Analysis for Levee Residual Risk Estimation	2	8	40	20	20	-
	FEMA Flood Insurance Study Revisions						
4	Willow Creek Floodplain Mapping (100- and 500-Year) (FLOODPLAIN/FLOODWAY AND RESIDUAL RISK) Technical Data Notebook Preparation (DRAFT AND FINAL SUBMITTALS)	2	4	60	40	24	-
	Alternative Analyses						
5	Flood Hazard Mitigation Alternatives Analyses	2	20	80	20	40	-
	Alternatives Analyses Report	-	4	40	8	16	2
6	Levee Certification Re-Assessment						
	Willow Creek Levee Data Collection and Levee Categorization Report	2	8	80	40	20	-
7	Public Outreach						
	Public Meeting (two meetings)	-	20	10	-	16	-
	Coordination						
8	Kickoff Meeting	-	6	3	3	-	-
	Progress Update Meetings (five meetings)	-	30	16	-	8	-
	Project Management/Coordination	-	40	-	-	-	8
		\$1,350	\$19,000	\$61,710	\$27,265	\$25,500	\$720
		Engineering Sub Total		\$135,545			
		Survey Sub Total		\$18,250			
		Direct Expenses		\$5,400			
		Total Fee		\$159,195			



**Willow Creek Floodplain Delineation Study  
and Levee Certification Re-Assessment**

**Scope and Fee**

Prepared For:  
City of Prescott, Arizona  
Public Works Department  
433 N Virginia St  
PO Box 2059  
Prescott, AZ 86302

Prepared By:  
JE Fuller/Hydrology & Geomorphology, Inc.  
1 West Deer Valley Road  
Suite 101  
Phoenix, AZ 85027

and

Kelley/Wise Engineering, Inc.  
146 Grove Avenue  
Prescott, AZ 86301

January 2010

## Table of Contents

1.0	Purpose of Scope and Fee .....	1
2.0	Base Services .....	1
2.1	Task 1. Field Reconnaissance and Data Collection .....	2
2.2	Task 2. Field Surveys and Mapping Verification .....	2
2.3	Task 3. Hydraulic Analyses .....	3
2.3.1	Hydraulic Analyses for FIS Revision .....	3
2.3.2	Hydraulic Analyses for Channel Improvements.....	3
2.3.3	Hydraulic Analyses for Estimation of Levee Residual Risk .....	3
2.4	Task 4. FEMA Flood Insurance Study Revisions.....	3
2.4.1	Revised Floodplain and Floodway.....	3
2.4.2	Revised Water Surface Elevation Profiles.....	4
2.5	Task 5. Alternative Analyses .....	4
2.6	Task 6. Levee Certification Re-Assessment .....	4
2.7	Task 7. Public Outreach.....	5
2.8	Task 8. Coordination.....	5
3.0	Deliverables .....	5
4.0	Schedule .....	6
5.0	Fee for Engineering Services .....	7
6.0	Study Assumptions .....	7

## **1.0 PURPOSE OF SCOPE AND FEE**

The City of Prescott, Arizona (City) has requested Scope and Fee for the following Base Services associated with the Willow Creek Floodplain Delineation Study and Levee Certification Re-Assessment Study (Study) be provided by the Project Team of JE Fuller/Hydrology & Geomorphology, Inc. (JEF) and Kelley/Wise Engineering, Inc. (KWE):

1. Detailed floodplain delineation of Willow Creek from just downstream of the Willow Creek Road Bridge to Williamson Valley Road (approximately 2.9 river miles – see attached Figure 1, Site Overview). The floodplain delineation shall be submitted to FEMA for review and approval.
2. Alternative analyses for improving channel conveyance and Willow Creek Levee performance.
3. Estimation of residual risk associated with the Willow Creek Levee. Residual risk estimation shall entail approximation of the 100-year flood limits and identification of additional flood hazard impacts under a “without-levee” flooding scenario. The existing levee shall be removed from hydraulic analyses under the “without-levee” flooding scenario; and thus, it shall offer no protection to residents and/or property.
4. Certification re-assessment of the Willow Creek Levee. Re-assessment shall pertain to criteria set forth in 44CFR65.10. However, no geotechnical components of the 44CFR65.10 criteria shall be assessed as part of the certification re-assessment (Embankment and Foundation Stability, Settlement, etc.). Re-assessment conclusions shall be documented in a *Willow Creek Levee Data Collection and Categorization Report (Categorization Report)*. In the event of levee non-compliance, the Categorization Report shall include recommended alternatives and necessary engineering services estimate for meeting 44CFR65.10 criteria. The quantity and detail of the recommended alternatives shall be dependent on the re-assessed levee condition, estimation of residual risk and results from hydraulic analyses performed for the above discussed services.
5. Assistance with public outreach.

Tasks, deliverables, schedule and fees, associated with the above Base Services, are discussed below in Sections 2.0, 3.0, 4.0 and 5.0 respectively.

## **2.0 BASE SERVICES**

Base Services, and associated tasks, are applicable to the subject reach of Willow Creek that extends upstream from just below the Willow Creek Road Bridge to Williamson Valley Road (approximately 2.9 river miles). The following tasks shall be accomplished for the completion of the Base Services:

- Task 1. Field Reconnaissance and Data Collection

- Task 2. Field Surveys and Mapping Verification
- Task 3. Hydraulic Analyses
- Task 4. FEMA Flood Insurance Study Revisions
- Task 5. Alternative Analysis
- Task 6. Levee Certification Re-Assessment
- Task 7. Public Outreach
- Task 8. Coordination

Additional discussion regarding tasks is provided below. Review and/or development of hydrologic modeling are not included under the Base Services scope of work. In addition, study hydrology shall be provided by the City, including all supplemental documentation required for FEMA submittals, which shall be sufficient for FEMA-based floodplain delineations and levee assessment.

## **2.1 Task 1. Field Reconnaissance and Data Collection**

The Consultant shall conduct a detailed field reconnaissance of the subject reach to determine conditions within anticipated flood hazard areas, types and numbers of hydraulic structures, cross-section locations for mapping verification, areas requiring supplemental survey, and other parameters needed for hydraulic analyses.

The Consultant shall collect and review readily available data, reports, as-built and supplemental information applicable to the Willow Creek floodplain delineation and Willow Creek Levee certification re-assessment.

## **2.2 Task 2. Field Surveys and Mapping Verification**

The Consultant shall perform the following survey services:

- Survey of Willow Creek roadway crossings (culverts, dip sections, etc.)
- Survey of Willow Creek Levee existing condition.
- Survey of miscellaneous features identified through field reconnaissance and data collection.
- Establishment of four (4) Elevation Reference Marks at locations reviewed and approved by the City.
- Survey of select cross-sections for verification of project mapping and hydraulic modeling development support.
- Surveyor will complete a monument record form for each Elevation Reference Mark.

The Consultant understands that the City will provide 2-foot interval (or better) contour mapping over the entire study area. It is assumed that the City-provided project mapping shall conform to FEMA standards, and has been verified as such by the City's aerial survey and mapping Consultant. Supporting mapping documentation shall be provided by the City for all FEMA submittals. The Consultant shall provide ground surveyed mapping check cross-sections and check points to aid in verification of project mapping and for hydraulic analyses.

## **2.3 Task 3. Hydraulic Analyses**

The Consultant shall use field reconnaissance information (see Section 2.1), City-provided topographic mapping (see Section 2.2), and survey-collected data (see Section 2.2) to perform the below discussed hydraulic analyses.

### **2.3.1 Hydraulic Analyses for FIS Revision**

The Consultant shall perform HEC-RAS hydraulic analyses of Willow Creek from just below of the Willow Creek Road Bridge upstream to Williamson Valley Road (approximately 2.9 river miles). HEC-RAS hydraulic analyses shall be based on the 10-, 50-, 100- and 500-peak discharge(s) obtained from hydrology provided by the City. HEC-RAS hydraulic analyses shall be in accordance with FEMA standards. HEC-RAS hydraulic model results shall be used for revision of the effective FEMA Flood Insurance Study.

### **2.3.2 Hydraulic Analyses for Channel Improvements**

The Consultant shall perform hydraulic analyses for evaluation of alternatives for improved channel conveyance and levee performance (see Section 2.5). Alternative analyses will be based on the 100-year peak discharge(s) obtained from hydrology provided by the City. The Consultant shall assess the use of both 1- and 2-dimensional hydraulic models for evaluation of alternatives. Recommendations for use of 1- and/or 2-dimensional modeling shall be provided to the City. Hydraulic modeling approach and methodology shall be approved by the City prior to commencement of model development.

### **2.3.3 Hydraulic Analyses for Estimation of Levee Residual Risk**

The Consultant shall perform hydraulic analyses for estimation of residual risk associated with the Willow Creek Levee. Residual risk estimation shall entail approximation of the 100-year flood limits and identification of additional flood hazard impacts under a “without-levee” flooding scenario. The existing levee shall be removed from hydraulic analyses under the “without-levee” flooding scenario; and thus, it shall offer no protection to residents and/or property. Residual risk analyses shall be performed using the 100-year peak discharge(s) obtained from hydrology provided by the City. The Consultant shall evaluate the use of both 1- and 2-dimensional hydraulic models for determining flood hazard areas within the subject reach and for estimation of residual risk associated with the levee. Recommendations for use of 1- and/or 2-dimensional modeling shall be provided to the City. Hydraulic modeling approach and methodology shall be approved by the City prior to commencement of model development.

## **2.4 Task 4. FEMA Flood Insurance Study Revisions**

### **2.4.1 Revised Floodplain and Floodway**

The Consultant shall perform a delineation of the 100- and 500-year floodplain and floodway boundaries for the subject reach of Willow Creek. The delineation shall be based on the 100- and 500-year HEC-RAS hydraulic modeling results (see Section 2.3). The Consultant shall incorporate all new and revised hydraulic modeling results and

topographic information provided or acquired under Tasks 1 through 3 to delineate the 100- and 500-year floodplain and regulatory floodway boundaries on a digital work map. The mapping shall be consistent with FEMA standards. Floodplain and/or floodway mapping shall not be performed for the 10- and 50-year events.

#### **2.4.2 Revised Water Surface Elevation Profiles**

The Consultant shall provide water surface elevation profiles for the 10-, 50-, 100-, and 500-year events. Profiles shall be based on HEC-RAS hydraulic modeling results (see Section 2.3). The Consultant shall incorporate all new and revised hydraulic modeling results and topographic information provided or acquired under Tasks 1 through 3. Computation and documentation of profiles shall be consistent with FEMA standards.

### **2.5 Task 5. Alternative Analyses**

Based on the collected data, hydraulic modeling and floodplain mapping discussed in Sections 2.1, 2.2, 2.3 and 2.4, the Consultant shall analyze up to three (3) alternatives for improving channel conveyance and improving levee performance. Alternatives shall be analyzed based on the 100-year hydrology provided by the City. Analyses shall include performance evaluation, cost comparison, maintenance assessment, an evaluation of community impacts and constructability assessment. The quantity and detail of the alternatives shall be dependent on the quantity and severity of identified flood hazards and agreed upon task fee; and therefore, the quantity and detail of conceptual alternatives shall be determined as the study progresses.

### **2.6 Task 6. Levee Certification Re-Assessment**

The Consultant shall coordinate with FEMA, on behalf of the City, during the certification re-assessment of the Willow Creek Levee. The Willow Creek Provisionally Accredited Levee (PAL) agreement between the City and FEMA expired October 18, 2009. The certification re-assessment shall be based on readily available levee information/data, such as as-built plans, topography, recent hydraulic modeling, etc. A field reconnaissance of the structure will be performed to assess existing conditions as they pertain to 44CFR65.10 criteria. No assessment or evaluation of geotechnical related criteria per 44CFR65.10, which includes foundation stability and settlement assessment, shall be completed. Certification re-assessment findings, conclusions and recommendations shall be documented in a *Willow Creek Levee Data Collection and Categorization Report*. Based on the compilation of available data and information, the structure will be designated with one of the following three categories:

- **Category 1:** All data (or a significant amount of data) required to complete the certification process is available and the field condition of the levee appears to be favorable. Minor additional analyses may be required to determine its compliance with 44CFR65.10 certification criteria.
- **Category 2:** Some certification data is available for the structure under this category; however, the validity and the completeness of the available data are not sufficient to

determine its compliance with 44CFR65.10 certification criteria. Additional analyses/testing will be required to determine whether the structure is certifiable.

- **Category 3:** Data review and field reconnaissance indicates the structure will not meet 44CFR65.10 certification criteria without improvements to the structure. The structure would also be included in this category if it is determined that certification is not required; for example, it is determined that the structure is not under a levee condition due to the water surface elevation being below the adjacent ground elevation on the dry side of the structure.

The Consultant shall prepare an action plan to detail additional work (analyses, survey, geotechnical testing, etc.) that will/may be needed to determine the structure's compliance with 44CFR65.10. The action plan, including an engineering fee estimate for the additional certification work, will be presented in the *Willow Creek Levee Data Collection and Categorization Report*.

## **2.7 Task 7. Public Outreach**

The Consultant shall assist the City with preparation and management of two (2) Public Meetings. Public Meetings shall be used to inform the public of the project purpose and results, potential FEMA map modifications and recommended alternatives for flood mitigation. The Consultant shall prepare two (2) 24"x36" exhibits for each Public Meeting.

## **2.8 Task 8. Coordination**

The Consultant shall coordinate with FEMA as necessary. Coordination with FEMA shall be documented through meeting notes that shall be submitted to the City.

One (1) Kickoff Meeting shall be conducted at the City's Public Works building.

Five (5) Progress Update Meetings shall be scheduled throughout the duration of the project. Three (3) of the five meetings shall take place at the City's Public Works building, with the remaining two (2) meetings taking place at the JEF office located in Phoenix, AZ.

Intermediate meetings shall be scheduled on an as-needed basis and shall be conducted via telephone conference call, at JEF office location and/or WebEx web conferencing.

## **3.0 DELIVERABLES**

Deliverables for Base Services are summarized below per task number. Submittal dates for deliverables shall be determined as the project progresses.

- Task 1. Field Reconnaissance and Data Collection: Deliverable not applicable.
- Task 2. Field Surveys and Topographic Data Verification:

- *Willow Creek Floodplain Delineation Study and Levee Certification Re-Assessment Survey Letter Report* – Three (3) Draft and five (5) Final.
- Task 3. Hydraulic Analyses: Deliverable not applicable. Hydraulic analyses documented in Technical Data Notebook and *Willow Creek Levee Data Collection and Categorization Report* (see deliverables for Tasks 4 and 5, respectively).
- Task 4. FEMA Flood Insurance Study Revisions:
  - Technical Data Notebook (TDN) - Three (3) Draft and five (5) Final, prepared for FEMA submittal in accordance with the requirements set forth in *Guidelines and Specification for Flood Hazard Mapping Partners*. TDN deliverable shall include:
    - Hydraulic modeling input and output files.
    - Work maps showing the 100- and 500-year floodplain and floodway delineations, cross-sections, BFEs, flood insurance risk zone labels, and applicable base map features.
    - The 10-, 50-, 100-, and 500-year water surface elevations reflecting existing conditions.
    - Plots of annotated DFIRM panels showing detailed flood hazard information at a suitable scale.
    - GIS-based models, work maps, input data, output data, and GIS data layers.
- Task 5. Alternative Analyses:
  - *Alternatives Analyses Report* - Three (3) Draft and five (5) Final, summarizing methodology and results of hydraulic and engineering analyses and selection of recommended alternative.
- Task 6. Levee Certification Re-Assessment:
  - *Willow Creek Levee Data Collection and Categorization Report* - Three (3) Draft and five (5) Final.
- Task 7. Public Outreach:
  - Two (2) 24"x36" exhibits for each Public Meeting.
- Task 8. Coordination:
  - Meeting agenda and notes for scheduled Progress Update Meetings.
  - Meeting agenda and notes for scheduled Intermediate Meetings.

#### **4.0 SCHEDULE**

JEF will be available to perform the Base Services outlined above starting upon notice to proceed (NTP) from the City. Based on NTP no later than January 30th, 2010, final submittal of all deliverables shall be made no later than June 30, 2010. If NTP for Base Services is later than January 30<sup>th</sup>, the City and Consultant shall agree upon a revised schedule for all final submittals.

A detailed schedule for the Base Services shall be provided to the City within 14 days from NTP.

## **5.0 FEE FOR ENGINEERING SERVICES**

The lump sum fee for the Base Services discussed above is **\$159,195**. A task-based fee breakdown is attached.

Fees for Base Services assume a single, comprehensive Technical Data Notebook submittal to FEMA and the City that includes data, modeling results, mapping and supporting documentation

## **6.0 STUDY ASSUMPTIONS**

1. Study hydrology provided by the City shall be in compliance with FEMA standards. The City shall provide the Consultant with all hydrologic modeling documentation required for FEMA submittals. The Consultant shall not revise and/or modify hydrology provided by the City. The Consultant shall not perform new hydrologic modeling.
2. Study topography provided by the City shall be in compliance with FEMA standards. The Consultant shall not revise and/or modify topography. The City shall provide the Consultant with all topographic documentation required for FEMA submittals. The City shall provide the Consultant digitally formatted point and breakline files necessary for developing GIS surfaces and hydraulic models.
3. No geotechnical assessment of the Willow Creek Levee shall be performed under the Base Services. The City shall provide the Consultant with Levee information and data at no cost to the Consultant.
4. Results from 2-dimensional modeling may be used as supplemental information for delineating regulatory floodplain and floodway boundaries; however, mapping of 100- and 500-year floodplain and floodway boundaries will be based on HEC-RAS model results, which will be submitted for FEMA review and approval.
5. Water surface elevation profiles shall be determined and plotted for the 10-, 50-, 100-, and 500-year events.
6. The Consultant shall not be responsible for fees associated with data collection and/or FEMA submittals. In additions, Public notifications shall be completed by City at no cost to the Consultant.
7. All FLO-2D modeling will exclude infiltration and rainfall computations. Area and width reduction factors will be applied in FLO-2D using approximate methodologies.

**J2 Engineering and Environmental Design  
Tributaries of Granite Creek  
Floodplain Delineation Studies  
City of Prescott  
January 4, 2010  
Exhibit A  
Scope of Services**

**Project Overview:**

The purpose of the project is to perform detailed floodplain delineation studies to update the 100-year floodplains and floodways for the tributaries of Granite Creek which include North Fork of Granite Creek, Miller Creek, Butte Creek, Aspen Creek, Manzanita Creek, Bannan Creek, and the unnamed waterway that parallels Virginia Street. The detailed restudy will include performing hydraulic analyses and mapping of the 100-year floodplains and floodways in accordance with FEMA Guidelines.

J2 Engineering & Environmental Design, LLC (J2) has retained Kelley Wise Engineering, Inc. (KWE) and Marc Dubroy Engineering, LLC (MDE) to assist in the project. KWE will be responsible for survey and public involvement, and MDE will assist in the hydraulic analyses, mapping, and public involvement.

**Task 100 – Field Reconnaissance/Data Collection**

J2 shall obtain existing engineering documents from the City of Prescott (CoP), Yavapai County Flood Control District (YCFCD), and the Federal Emergency Management Agency (FEMA).

The City has retained Arroyo Engineering to update the regional hydrologic model for the City of Prescott. The revised HEC-1 values will be utilized by the J2 Team for the hydraulic modeling (HEC-RAS).

J2 and MDE will perform field reconnaissance to document Manning's "n" coefficients, ineffective flow areas, structure sizes, obstructions, etc. within the study area.

**Task 200 – Field Surveys and Topographic Data Verification**

KWE will be responsible performing the survey work tasks. The survey work tasks include data collection, verification of the CoP GIS mapping, supplemental surveys (structure surveys, cross sections, transects, etc.), and establishment of ten (10)

permanent benchmarks. KWE will coordinate the survey requirements with City of Prescott staff (GIS and Engineering). The field surveys will be in accordance with FEMA Flood Insurance Study guidelines. All surveys shall be based on the City of Prescott Survey Datum. KWE detailed Scope of Services is attached.

### **Hydrologic Analyses for Area Downstream of Watson Lake**

This work task was removed from the Scope of Services. The update to the regional hydrologic model will be performed by Arroyo Engineering as part of a separate contract.

### **Task 300 – Hydraulic Analyses**

J2 shall perform hydraulic analyses required to develop floodplain/floodway delineations for the subject tributaries of Granite Creek (North Fork of Granite Creek (approx. 1 mile), Miller Creek (approx. 2.2 miles), Butte Creek (approx. 3.0 miles), Aspen Creek (approx. 2.6 miles), Manzanita Creek (approx. 2.6 miles), Bannon Creek (approx. 1.2 miles), and Virginia Street Creek (approx. 2.0 miles)

The US Army Corps of Engineers hydraulic models (HEC-RAS and Geo HEC-RAS) will be utilized for the project. Results of the analyses will be incorporated into the City of Prescott GIS.

### **Task 400 – Floodplain Mapping and FEMA Submittal**

The J2 Team shall delineate the 100-year floodplain boundaries and the regulatory floodway boundaries for the subject watercourses. The delineations will be delivered in both hard copy and digital formats as required by FEMA and the City. The J2 Team will prepare a technical data notebook (TDN) for the project in accordance with the Arizona State Standards and FEMA criteria.

This task includes preparation of a FEMA Letter of Map Revision (LOMR). The LOMR review fee (\$4400) is included. It is anticipated that the FEMA review may take 6 – 9 months. Team members and City staff will work with FEMA to expedite the review process.

### **Task 500 – Public Outreach**

J2 shall attend meetings in accordance with the hours defined in the attached work hour estimate. It is anticipated two public meetings will be required for the project. If additional neighborhood meetings are required, then J2 team members will attend (within the limits of the meeting hours)

**The J2 team shall prepare and distribute a project mailer (up to 1000 copies). In addition, they may set up alternative methods to communicate with citizens including, e-mails, web site, facebook, etc.**

## **Items not included in J2's Scope of Services**

- **Regional hydrologic models to be provided by Arroyo/City**
- **Topographic mapping provided by the City (GIS format)**

## Tributaries of Granite Creek Floodplain Delineation Studies

Task	Description	Design Manager	Proj. Eng.	Engineer Designer	Technician Draftster	Secretary Clerical	TOTAL HOURS
100	Reconnaissance and Coordination	16	20	20	16	18	90
110	Mannin's "n" Calibration	4	4	4	4	4	20
120	Structure Documentation	4	4	4	4	8	24
130	Develop Initial Model Parameters	4	4	4	4	4	20
140	Verify Final Model Parameters	4	8	8	4	2	26
200	Field Surveys and Topographic Data Verification (see KWE)	5	10	10	20	2	47
210	Verify City's Topographic Mapping (Sanborn)	1	2	2	4		9
220	Channel Cross Sections	1	2	4	8		15
230	Survey Structures	1	2	4	8		15
240	Establish 10 ERM's	2	4			2	8
300	Hydraulic Analyses	73	158	294	238		763
310	North Fork Granite Creek (approx. 1 mile)	6	14	24	20		64
320	Miller Creek (approx. 2.2 miles)	13	26	52	44		135
330	Butte Creek (approx. 3.0 miles)	16	36	68	56		176
340	Aspen Creek (approx. 2.6 miles)	14	32	60	48		154
350	Mansanita Creek (approx. 2.6 miles)	14	32	60	48		154
360	Bannon Creek (approx. 1.2 miles)	8	18	26	22		72
370	Unnamed Creek - Virginia Street (approx. 2.0 miles) (See MDE)	2	2	4			8
400	Floodplain Mapping	56	94	150	192		492
410	North Fork Granite Creek (approx. 1 mile)	4	6	10	10		30
420	Miller Creek (approx. 2.2 miles)	10	16	24	28		78
430	Butte Creek (approx. 3.0 miles)	12	20	32	36		100
440	Aspen Creek (approx. 2.6 miles)	10	18	28	32		88
450	Mansanita Creek (approx. 2.6 miles)	10	18	28	32		88
460	Bannon Creek (approx. 1.2 miles)	6	6	12	14		40
470	Unnamed Creek - Virginia Street (approx. 2.0 miles) (See MDE)						
480	GIS Conversion/Implementation	4	8	16	40		68
500	Public Outreach	24	32	40	68	60	224
510	Mailings	4	8	8	24	24	68
520	Websites/e-mail list, etc.	4	8	24	24	24	84
530	Public Meetings	16	16	8	20	12	72
600	Meetings & coordination	46	56			29	133
610	Monthly Meetings	36	36			9	81
620	Project Coordination	12	20			20	52
	<b>Total Hours</b>	<b>222</b>	<b>370</b>	<b>514</b>	<b>534</b>	<b>109</b>	<b>1,749</b>

J2 Engineering & Environmental Design, Inc.  
 4649 E. Cotton Gin Loop, Suite B2  
 Phoenix, Arizona 85040  
 Phone: (602) 438-2221  
 FAX: (602) 438-2225

Project Name: Tributaries of Granite Creek  
 Floodplain Delineation Studies  
 City of Prescott  
 Contract No.:

**DERIVATION OF COST PROPOSAL - SUMMARY**

(Round Figures to the nearest \$1.00)

**Estimated Direct Labor**

Classification	Estimated Person-Hours	Average Hourly Rate	Labor Costs
Design Manager	222	\$ 70.00	\$ 15,540
Project Engineer	370	\$ 46.80	\$ 17,316
Engineer/LA/Designer	514	\$ 36.31	\$ 18,663
Technician/Drafter	534	\$ 27.50	\$ 14,685
Sec./Clerical	109	\$ 20.75	\$ 2,262
<b>Total</b>	<b>1,749</b>		<b>\$ 68,466</b>

		Total Estimated Labor	\$ 68,466	EC-10
OH Negotiated @	136.02%	of Total Estimated Labor	\$ 93,127	EC-20
		Subtotal	<b>\$ 161,593</b>	

**Estimated Direct Expenses**

(Listed by Item at Estimated Actual Cost -- No Mark-up)

Outside Reproduction	\$ 875	
Outside Messenger Service	\$ 60	
Personal Mileage	\$ 534	
<b>Total Estimated Expenses</b>	<b>\$ 1,469</b>	EC-30

**Estimated Outside Services and Consultants**

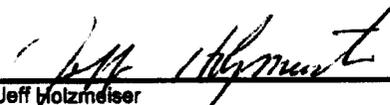
(Listed by Firm or Name at Estimated Cost -- No Mark-up)

Firm	Method of Compensation	Cost
	CPNE LS	
Kelley Wise Engineering, Inc.	LS	\$ 94,000
Marc Dubroy Engineering, LLC	LS	\$ 26,000

**Total Estimated Outside Services \$ 120,000 EC-40**

Fee	10.0%	\$ 16,159	EC-50
Fixed Capital Cost of Money (FCCM)	1.06%	\$ 726	

**TOTAL ESTIMATED COST \$ 299,947**  
**USE LUMP SUM COST \$ 299,947 EC-64**

  
 Jeff Holzmeiser  
 J2 Engineering & Environmental Design, LLC

1/5/10  
 Date

**DIRECT EXPENSE DOCUMENTATION**

**OUTSIDE REPRODUCTION**

**Copying:**

8.5 X 11 Copies

	Est. No.	No. of Copies	Total Sheets	Total Cost
TDN	1,500	5	7500	375
Mailer	1000	1	1000	500
Total 8.5 X 11 Copies				
\$		0.05 /Copy		
<b>SUBTOTAL FOR COPYING:</b>				<b>\$ 875.00</b>

**OUTSIDE MESSENGER SERVICE**

	Est. Trips/ Month	Cost/ Trip	No. of Months	Total Costs
Messenger	3	\$20.00		\$ 60.00
<b>TOTAL OUTSIDE MESSENGER SERVICE:</b>				<b>\$ 60.00</b>

**MILEAGE**

	Est. Miles/ Month	No. of Months	Total Miles
Personal Mileage	200	6	1200
<b>TOTAL MILEAGE COST @:</b>	<b>\$0.445 /MILE</b>		<b>\$ 534.00</b>

<b>TOTAL DIRECT EXPENSES</b>	
Outside Reproduction	\$ 875
Outside Messenger Service	\$ 60
Personal Mileage	\$ 534
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 1,469</b>



December 28, 2009

Mr. Jeff Holzmeister, P.E.  
J2 Engineering  
4649 Cotton Gin Loop, Ste. B2  
Phoenix AZ 85040

jholzmeister@j2design.us

**Subject: Proposal for Survey for the Granite Creek Tributaries Floodplain  
Delineation Studies**

Dear Jeff:

Kelley/Wise Engineering, Inc. (KWE) is pleased to prepare this proposal to provide survey services for the project referenced above. We anticipate the following work scope:

KWE understands that the City of Prescott will provide you with 2' interval (or better) contour mapping over the entire study area. KWE will provide mapping check cross-sections to aid in your analysis and verification of the supplied mapping. The map checking cross sections will consist of a ground surveyed section that crosses the 100-year flood plain. The terminal ends of the sections will be anchored with GPS survey measurements. The number of proposed mapping check cross-sections has been listed in the base services below.

We will provide supplemental survey data at hydraulic structures (roadway, driveway, or pedestrian crossings) to include the following:

- Roadway profile (centerline, left edge, and right edge)
- Culvert invert elevations at each opening (inlet and outlet)
- Culvert dimensions
- Top of headwall and wing walls

A list of the anticipated hydraulic structures is attached with this proposal.

We have listed the number of proposed elevation reference marks (ERM's) to be set along the study area in the base services below. The bench mark locations will need to be approved by the City of Prescott. At each location, KWE proposes to set a carriage bolt and aluminum washer in existing concrete similar to the most recently placed City of Prescott bench marks. The washers can be stamped as designated by the City of Prescott. KWE will complete a Monument Record form for each bench mark and provide to you for your submittal to the City of Prescott.

Four of the Elevation Reference Marks (ERM's) that appear on the effective FIRM panels (provided they still exist) will be tied into this project survey, both vertically and horizontally. At a minimum, two section corners and two existing City of Prescott published bench marks will also be surveyed.

The supplemental survey points and connecting line work provided by KWE will be furnished to J2 in an AutoCAD .dwg format. The survey points will also be provided in an ASCII file.

Mr. Jeff Holzmeister  
December 28, 2009  
Page 3 of 3

**Project Schedule:** KWE will coordinate this work with your schedule.

**Payment Agreement:** We propose providing the work described above on a lump sum basis for the lump sum fee of \$94,000.

Should we encounter conditions that require additional surveying, engineering or evaluation, such conditions will be reviewed with the client prior to proceeding. Direct expenses associated with the project, including plan copies, shall be reimbursed at cost plus 15 percent. Fees are payable with monthly billing based upon the percent complete amount accomplished within that billing period. Additional services authorized by the client will be billed separately following the month in which the services are performed. All billings are due and payable within 30 days of dated invoice.

**Conditions:** The following items are not included in this proposal. Should any of the following items become necessary, services can be provided by separate agreement:

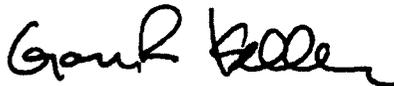
1. Agency review fees, permits and recording fees are to be paid by the owner/client.
2. Printing of plans (blueprinting, vellums or Mylars) and other direct expenses will be itemized separately as additional charges.
3. Geotechnical reports.
4. Right-of-way and easement dedication or abandonment map(s).
5. Section 404, NPDES, AZDES or Stormwater Pollution Prevention Plan (SWPPP) Permit Applications.
6. Legal descriptions.
7. Utility location survey.
8. Items not identified in the Scope of Services.

#### AUTHORIZATION TO PROCEED

If you are in agreement with the Scope of Work, the lump sum fee of \$94,000 for the Base Service, and the conditions as stated in the Standard Provisions (enclosed), please sign both copies of this agreement and return the original to indicate your understanding of and concurrence with the conditions set forth herein.

Sincerely,

**KELLEY/WISE ENGINEERING, INC.**



Gary R. Kelley, P.E.  
Principal

Enclosure: Anticipated Hydraulic Structure Drainage Crossings  
Standard Provisions

c: P09-102

#### ACCEPTED AND APPROVED

Signature Jeff Holzmeister Date 1/5/10  
Printed Name Jeff Holzmeister Title President

**Base Service - North Fork Granite Creek**

Approximately 1.0 mile of the North Fork Granite Creek from its confluence with Granite Creek upstream to Jovian Lane:

- Mapping check cross-sections - 2
- Proposed bench marks – 1
- Number of structures to be surveyed - 10

**Base Service – Miller Creek**

Approximately 2.2 miles of Miller Creek from its confluence with Granite Creek upstream to the low water crossing on Oregon Avenue at Downer Trail (city limits):

- Mapping check cross-sections - 4
- Proposed bench marks – 1
- Number of structures to be surveyed - 12

**Base Service – Butte Creek**

Approximately 3.0 miles of the Butte Creek from its confluence with Miller Creek upstream to the National Forest Boundary (city limits) at the west boundary of Hassayampa Subdivision:

- Mapping check cross-sections – 6
- Proposed bench marks – 2
- Number of structures to be surveyed – 18

**Base Service – Aspen Creek**

Approximately 2.6 miles of Aspen Creek from its confluence with Granite Creek upstream to Rancho Vista Drive

- Mapping check cross-sections - 5
- Proposed bench marks – 2
- Number of structures to be surveyed - 9

**Base Service – Manzanita Creek**

Approximately 2.6 miles of Manzanita Creek from its confluence with Granite Creek upstream to the city limits on the west side of Timberridge subdivision:

- Mapping check cross-sections - 5
- Proposed bench marks – 2
- Number of structures to be surveyed - 13

**Base Service - Bannon Creek**

Approximately 1.2 miles of Bannon Creek from U.S. Highway 89 (confluence with Granite Creek) upstream to the Forest Service boundary (south boundary of Hidden Valley Ranch Subdivision):

- Mapping check cross-sections - 2
- Proposed bench marks – 1
- Number of structures to be surveyed - 4

**Base Service - Virginia Street Drainage**

Approximately 2.0 miles of the Virginia Street drainage from its confluence with Granite Creek upstream to the city limits:

- Mapping check cross-sections - 4
- Proposed bench marks – 1
- Number of structures to be surveyed - 13

**GRANITE CREEK TRIBUTARIES  
FLOODPLAIN DELINEATION STUDIES**

**ANTICIPATED HYDRAULIC STRUCTURE DRAINAGE CROSSINGS**

**NORTH FORK GRANITE CREEK**

1. Confluence is downstream of Sixth Street:

- Sixth Street
  - N. Montezuma Street
  - Hillside Avenue
  - Second Street/First Street alley
  - First Street/Merritt Street
  - Campbell/First Street alley
  - Two private driveways
  - Whipple Street
  - Jovian Street
- } Study Limits

**WEST FORK**

- Private driveway
  - Scott Drive culvert outlet
  - Samaritan Towers culvert inlet
- } Not in Study Limits

**EAST FORK**

- Low water crossing south of Las Fuentes
- Flow under building (bridge)?
- Crosses north drive at Las Fuentes

**MILLER CREEK**

- Lincoln Street
  - Pedestrian bridge downstream of Lincoln
  - Miller Valley Road
  - Fair Street
  - Sunset
  - Gail Gardner crossing
  - West Street
  - Paar Drive
  - Private driveways along Oregon Avenue
  - Mayo Street
  - Oregon Avenue @ Downer Trail
- } Study Limits

- Oregon Avenue (east of W. Idylwild)
  - W. Idylwild Way
  - West Pine Drive (east)
  - West Pine Drive (west)
  - Private driveway
- } Not in Study Limits

### **BUTTE CREEK**

- Grove Avenue
- W. Sheldon Street
- N. Willow Street
- Western Avenue
- Pine Lawn Street
- W. Gurley Street
- Two private driveways
- Plaza Drive
- Country Club Circle
- Wist low water crossing (private)
- Hassayampa Village Lane
- Rustic Timbers Lane
- Hole 15 (golf cart path)
- Hole 16 (golf cart path)
- Hole 17 (golf cart path)
- Hole 18 (golf cart path)
- Golf Club Lane

### **ASPEN CREEK**

- Park Avenue
- Highland Avenue
- Middlebrook Lane
- Poplar Drive
- Hassayampa Village Lane
- Hole 5 (golf cart path)
- Cross Creek Drive
- Hole 2 to 3 bridge crossing
- Rancho Vista Drive

### **MANZANITA CREEK**

- Highway 89
- Pedestrian bridge
- W. Cherokee Road
- W. Canyon Drive
- W. Clubhouse Drive
- Sunlit Drive
- SE Copper Canyon Subdivision (verify at grade gravel trail)
- SW Copper Canyon Subdivision (verify at grade gravel trail)
- Rolling Hills Drive
- E. Timberridge Road
- Timber Pointe North
- W. Timberridge Road
- Sheriff's Posse Trail

### **BANNON CREEK**

- Banning Creek Road
- Valley Ranch Circle (West)
- Valley Ranch Circle (East)
- Coyote Road

### **VIRGINIA STREET DRAINAGE**

- EZ Street
- E. Moeller Street
- Sheldon Street
- E. Willis
- Clock Tower Building parking lot
- Gurley Street
- Maple Street
- E. Goodwin Street
- S. Virginia Street
- Acker Park
- Summerfield?
- Autumn Breeze

## **SUBCONSULTANT AGREEMENT SCOPE OF SERVICES & FEE ARRANGEMENT**

**PROJECT NAME:** Tributaries of Granite Creek, Floodplain Delineation Study

**PROJECT LOCATION:** City of Prescott, AZ

**DE PROJECT NUMBER:** 09025

**DATE PREPARED:** January 04, 2010

### **SCOPE OF SERVICES**

The following Tasks are defined based on the draft scope requested by the City of Prescott in their Request for Statements of Qualifications issued October 26, 2009, as revised by the Addendum dated November 9, 2009. The fees indicated pertain to the unnamed wash that parallels Virginia Street, comprising 2.1 river miles, starting at the confluence with Granite Creek and extending upstream to the City limits. All Tasks will be performed in accordance with FEMA guidelines and specifications and the City of Prescott requirements. All work will be coordinated with the Consultant by sharing and cross checking at appropriate stages to promote consistency of final deliverables.

#### **TASK 1 – Reconnaissance and Coordination**

Subconsultant shall conduct a detailed field reconnaissance of the study reach to gather all data necessary for completing the analysis and delineations. This includes walking the entire reach to determine existing conditions, locations and types of hydraulic structures, visual verification of the aerial topographic mapping, and identification of areas where supplemental survey may be necessary. Apparent problems with the aerial mapping will be brought to the attention of the City. This task includes review of existing data supplied by the City that may impact the study, and all other coordination and communication activities. This task includes assisting the Consultant in calibrating the Manning's n-values for all reaches so that they are consistent.

#### **TASK 2 – Hydraulic Analysis**

Subconsultant shall perform hydraulic analysis of the study reach to determine the existing Floodplain, and shall include encroachment analysis to determine reasonable Floodway boundaries. Preparation of geometry data for the model will be coordinated with the Consultant to promote consistency between models for all tributaries. Subconsultant will prepare a hydraulic analysis report and submit along with supporting data to the City for review. This task will include assisting in the QA/QC process for models of all reaches.

#### **TASK 3 – Floodplain Mapping and FEMA Submittal**

Subconsultant shall delineate the 100-year Floodplain and Floodway boundaries and prepare mapping of such, which will be delivered in both hard copy and digital formats as required by the City and FEMA. Subconsultant will prepare applicable portions of the TDN, or a complete TDN if it is decided to submit each tributary separately to FEMA. This Task includes preparation of the LOMR application and submittal documents and all correspondence with FEMA until approval is obtained.

#### **TASK 4 – Public Outreach**

Subconsultant shall participate in public outreach activities as requested by the City and Consultant, not to exceed 16 hours.

### **FEE AND EXPENSES**

The Tasks described in the Scope of Services will be performed for the following fees:

TASK 1: Fixed fee of \$ 9,000.00

TASK 2: Fixed fee of \$ 7,500.00

TASK 3: Fixed fee of \$ 8,000.00

TASK 4: Fixed fee of \$ 1,500.00

*(TOTAL \$26,000.00)*

Additional tributaries or portions thereof may be added to this Subconsultant Agreement at the rate of \$ 9,500.00 per river mile.

Additional Services not within the Scope of this Agreement will be billed at an hourly rate of \$90.00.

**RESOLUTION NO. 3988-1018**

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

**RECITALS:**

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

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

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

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

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

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with the Yavapai County Flood Control District for City to accept funds from YCFCD in FY10 for an updated determination and mapping of the 100-year floodplain of Granite Creek and Willow Creek, as set forth in Exhibit "A" which is attached and made a part hereof. This agreement shall supersede and replace all prior resolutions and intergovernmental agreements pertaining to the acceptance of funds for an updated determination and mapping of the 100-year floodplain of Granite Creek and Willow Creek.

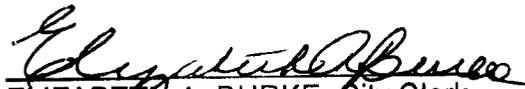
Section 2. THAT the Mayor and staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

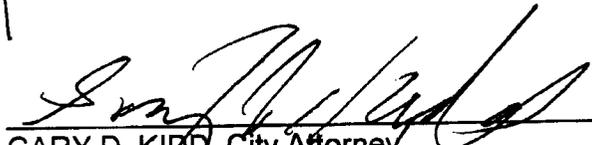
PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 8<sup>th</sup> day of September, 2009.

  
\_\_\_\_\_  
JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ELIZABETH A. BURKE, City Clerk

  
\_\_\_\_\_  
GARY D. KIDD, City Attorney

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

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

THIS IS A UNRECORDED COPY OF INSTRUMENT  
RECORDED ON DATE 10-8-09 TIME 8:16am  
IN BOOK 4699 PAGE 729  
ANAYAYMAN-TRUJILLO, RECORDER  
Shirley S. Holland DEPUTY

### INTERGOVERNMENTAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

#### PURPOSE

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

**DURATION**

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

**RENEWAL**

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

**SEVERABILITY**

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

**ENTIRE AGREEMENT**

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

**INDEMNIFICATION**

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

**NOTICE**

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

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

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

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

**RECORDING**

This Intergovernmental Agreement shall be recorded in the Office of the Yavapai County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to ARS §11-952(G).

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

8 day of SEPTEMBER, 2009.



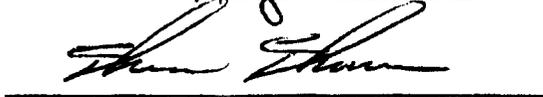
Jack Wilson, Mayor

ATTEST:

  
ELIZABETH A. BURKE, City Clerk

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

3<sup>rd</sup> day of August, 2009.



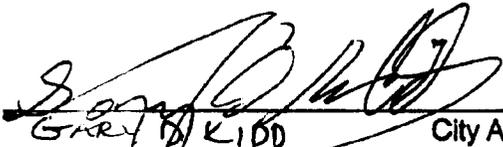
Thomas Thurman, Chairman  
Board of Directors

ATTEST:

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

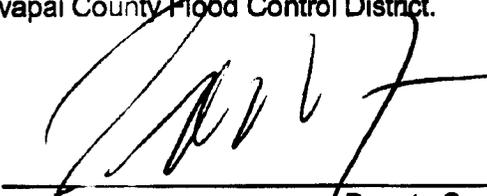
**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

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

  
\_\_\_\_\_  
GARY D. KIDD City Attorney

Date: 9-15, 2009.

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

  
\_\_\_\_\_  
Deputy County Attorney

Date: 9/20, 2009.

<b>COUNCIL AGENDA MEMO – 01/19/10 &amp; 1/26/10</b>	
<b>DEPARTMENT:</b>	Public Works
<b>AGENDA ITEM:</b> Approval of a professional services agreement with Stantec Consulting, Inc. for Pavement Management Services in an amount not to exceed \$72,200.00	

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b>	Mark Nietupski	
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Steve Norwood <i>SNorwood</i>	01/13/10

**Item Summary**

This item is to approve a professional services agreement with Stantec Consulting, Inc., Phoenix, Arizona for those service necessary to update the City's pavement management system, including upgrading software previously purchased by the City to the current version; field engineering work to technically evaluate (rate) the pavement conditions of City maintained streets; and populating the pavement inventory database with this information. This information is necessary for determining the pavement preservation/rehabilitation needs, and formulating life-cycle maintenance strategies and a capital improvement program to optimize the use of limited street repair dollars.

**Background**

In 1989 the City selected Pavement Management Systems, Inc. (now Stantec Consulting, Inc.) to provide software and other related services such as field engineering work to technically evaluate (rate) the pavement conditions of City maintained streets, and populating the pavement inventory database with this information. The most recent street condition analysis was done in 2007. Since the last update in 2007 arterial and collector streets have been widened and reconstructed. Through private development, streets have been added to the City's street system that require integration into the database. Pavement preservation and rehabilitation is needed on aging arterial, collector, and local streets, with preservation consisting of periodic crack sealing, chip seals, and/or slurry seals; and rehabilitation to include milling of deteriorated pavements and resurfacing of streets to prevent complete pavement failures. An infrastructure asset management approach with a long term view is required to effectively manage the City's street inventory, and the key tool for implementing that approach is the pavement management system described above.

**Procurement**

Pursuant to professional services selection procedures this project was publicly advertised. Statements of Qualifications from two firms were received and evaluated, followed by interviews to determine the final project ranking. Stantec Consulting, Inc. in partnership with CivilTec Engineering, Inc, was the top ranked firm. The scope of services and fee negotiation were successfully completed thereafter.

**Agenda Item:** Approval of a professional services agreement with Stantec Consulting, Inc. for pavement management services in an amount not to exceed \$72,200.00

**Schedule**

The project is phased over two fiscal years with the first phase commencing in February 2010 with completion in June 2010. Phase Two will commence in July 2010 with completion in September 2010.

**Budget**

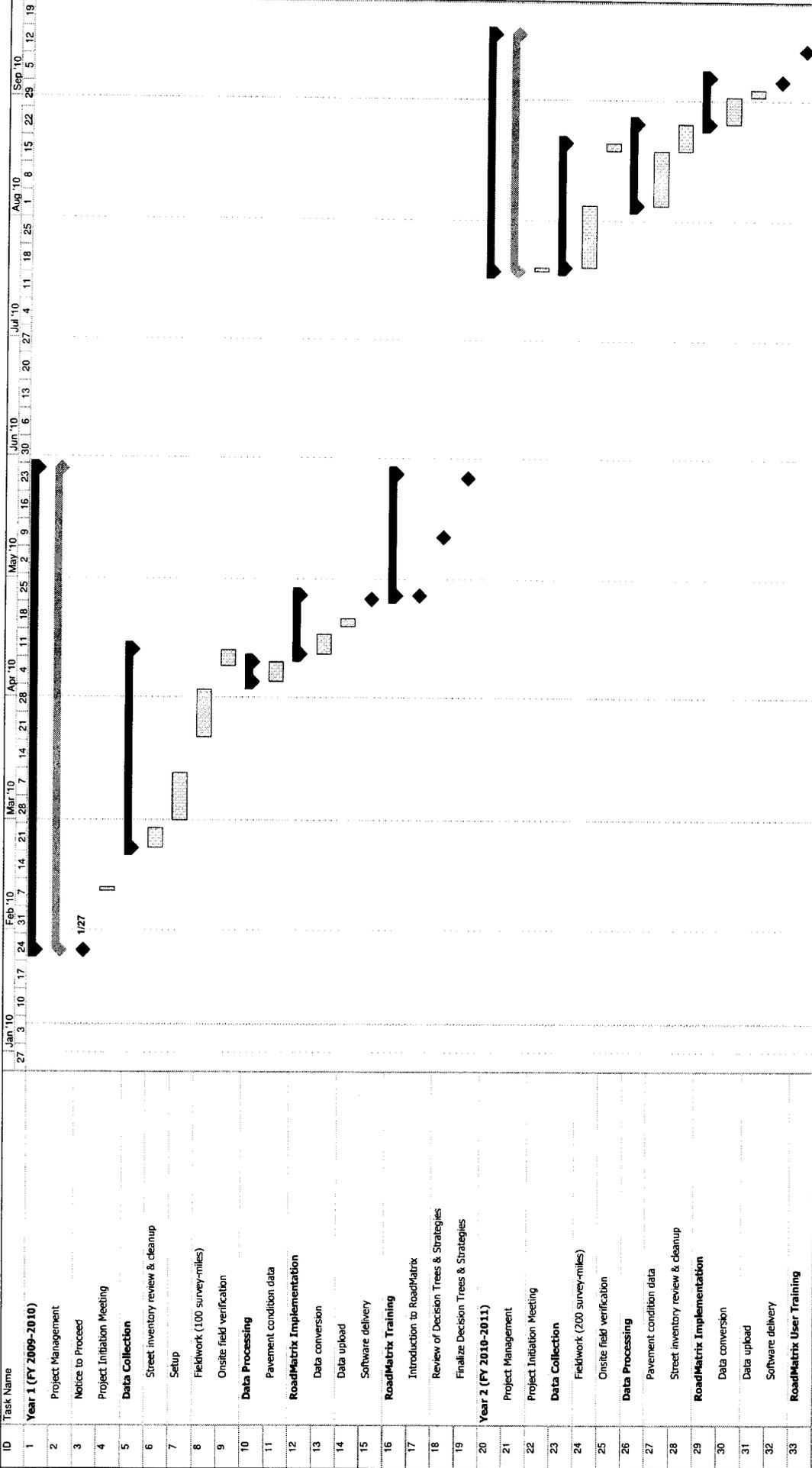
FY 10 funding for Phase 1, in an amount not to exceed \$35,000.00, is available from the One Cent Sale Tax for Streets and Open Space. (Budget \$40,000.00; Account No. 215-30-78-7810-8930-09632)

Pending FY 11 budget approval (\$40,000.00) Phase 2, in an amount not to exceed \$37,200.00 will proceed after July 1, 2010.

**Attachments**      Proposal  
                                    Schedule

**Recommended Action:** **MOVE** to approve a professional services agreement with Stantec Consulting, Inc. for pavement management services in an amount not to exceed \$72,200.00.

City of Prescott - Pavement Management Services



Project: sch\_data\_collection\_2010010  
 Date: Fri 1/8/10

Progress  
 Milestone  
 Summary  
 Project Summary  
 External Tasks  
 External Milestone  
 Deadline



**Stantec Consulting Inc.**  
8211 South 48th Street  
Phoenix AZ 85044-5355  
Tel: (602) 438-2200  
Fax: (602) 431-9562

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**Stantec**

December 10, 2009  
File: 1832.82400

City of Prescott  
430 N. Virginia Street  
P.O. Box 2059  
Prescott, Arizona 86301

**Attention: Mr. George Henderson, Capital Projects Manager**

Dear George:

**Reference: Pavement Management System Services**

Further to our meeting on December 2, 2009 Stantec Consulting Inc. and CivilTec Engineering Inc. are pleased to provide the following proposal for the provision of pavement management services as outlined in your recent Request for Statement of Qualifications dated July 2009.

As discussed, the services will be provided over a one calendar-year period, renewable in the City of Prescott Fiscal Year 13 subject to mutual agreement, and will include the update of the City's current Pavement Management Application (PMA) to Stantec's third generation pavement management system known as RoadMatrix as well as collection of pavement condition for one-third of the City's road network annually.

## **SCOPE OF WORK**

The following section outlines the scope of work as discussed during our recent meeting.

### **TASK 1 – PROJECT INITIATION, SETUP & MOBILIZATION**

Task 1 provides for Project Initiation, Project Set-up, and Mobilization in preparation for the fieldwork and Project Management throughout each year of the project.

1. Project Initiation covers the administration of the contract and the provision of the insurance certificates;
2. Project Setup covers the preparation of the information the field survey crew requires prior to starting the field survey. This includes both electronic files, hard copy database listing and reference maps;
3. Mobilization covers the cost of the crew moving into the Prescott area;
4. Project Management applies to the entire project for that year.

December 10, 2009

Mr. George Henderson, Capital Projects Manager

Page 2 of 3

**Reference: Pavement Management System Services**

**TASK 2 – DATABASE REVIEW & CLEANUP**

As discussed, there are several discrepancies within the existing PMA database that will require resolution and cleanup prior to completing the database migration to the new RoadMatrix application. This task will be completed by our partner CivilTec Engineering and will include a review of an Excel spreadsheet and maps, provided by the City, to confirm and update as required road names, segment limits, jurisdiction, and duplicate road segments. On completion of this review, the database will be migrated to RoadMatrix; in addition, City generated segment ID's will also be added to the database for reference purposes. This review will be completed in Phase 1 of the project only.

**TASK 3 – DATA COLLECTION & PROCESSING**

Completion of the pavement condition field survey to update the SDI (Surface Distress Index) and RCI (Ride Condition Index) data for approximately 100 test-miles, which is based upon an estimate for the size of the City's network of 300 test-miles (267 centerline-miles of 3-lane or less and 33 centerline-miles of 4-lane or greater).

**Note:** A test-mile is 2 adjacent lane miles. A four-lane street is normally tested in both directions, as are divided streets, and one centerline mile is then equivalent to two test miles

**TASK 4 – QUALITY CONTROL/SECTION VERIFICATION**

On completion of the field survey, our partner CivilTec Engineering will undertake a Quality Control review to verify that the pavement condition data collected reflects the actual condition of the network. Mr. Richard Straub will randomly select approximately 5% of the network testing in that year, and will verify the surface condition data collected by visiting each of the locations, and comparing the field data collected by our data collection crew with the defect present. In addition, Richard will complete a review of the road segment definitions to ensure that they are consistent with those contained within the pavement management system database.

**TASK 5 – DATABASE MIGRATION/UPDATE**

After completion of the database review in Task 2, and the quality control review in Task 4, the updated PMA database will be migrated to either an Oracle or SQL Server database for use with RoadMatrix. In subsequent years of the project, this task will include the addition of new road segments, which have been added to the City's road network since completion of the previous year's pavement condition data collection task.

**TASK 6 – ROADMATRIX IMPLEMENTATION/ENGINEERING SUPPORT**

As discussed during our meeting, there are some concerns with respect to the activities and their associated benefit levels currently used within the PMA. During this task, which will be completed in parallel with the RoadMatrix user training, Stantec's pavement engineering staff will work with City staff to confirm the treatments used and anticipated life expectancies based on local conditions. In addition, our staff will migrate the existing decision trees contained within the PMA; after completion of the migration process, we will review the decision trees with City staff, to confirm that they produce reasonable rehabilitation recommendations. It should be noted that the review of decision trees will be included within the scope of a one-day training session proposed for subsequent project years.

**Stantec**

December 10, 2009  
Mr. George Henderson, Capital Projects Manager  
Page 3 of 3

**Reference: Pavement Management System Services**

**TASK 7 – ROADMATRIX TRAINING**

The objective of the RoadMatrix training program is to ensure that City staff are self-sufficient in the use of the application. As discussed, we have included the costs for the provision of five days of user training over the course of the project, with three days of on-site training being completed in Phase 1, and one day in each of the subsequent phases. A detailed training schedule for Phase 1 will be developed in consultation with City staff, after successfully concluding contract negotiations.

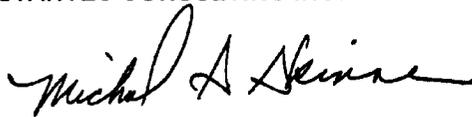
**FEE PROPOSAL**

Task	Description	Phase 1 FY 10	Phase 2 FY 11
1	Project Initiation, Setup & Mobilization	\$4,000	\$4,000
2	Database Review & Cleanup	\$3,500	-
3	Data Collection & Processing	\$14,000	\$26,000
4	Quality Control/Section Verification	\$3,000	\$3,200
5	Database Migration/Update	\$3,000	\$2,500
6	RoadMatrix Implementation/Engineering Support	\$3,000	-
7	RoadMatrix Training	\$4,500	\$1,500
		<b>\$35,000</b>	<b>\$37,200</b>

Please call me at 602-438-2200 should you have any questions.

Sincerely,

**STANTEC CONSULTING INC.**



Mike Skinner, PE  
Senior Pavement Engineer  
Infrastructure Management  
& Pavement Engineering  
Cell: (303) 478-6290  
Fax: (303) 758-4828  
[mike.skinner@stantec.com](mailto:mike.skinner@stantec.com)

**STANTEC CONSULTING INC.**



Andy Dalziel, B.Eng.  
Principal  
Infrastructure Management  
& Pavement Engineering  
Tel: (716) 631-8030 ext. 7484  
Fax: (716) 632-4808  
[andy.dalziel@stantec.com](mailto:andy.dalziel@stantec.com)

<b>COUNCIL AGENDA MEMO – 1/19/2010 &amp; 1/26/2010</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Adoption of Ordinance No. 4729-1026 authorizing acceptance of a public utility easement from Empire Southwest LLC for the Zone 12 Water and Wastewater Improvement Project.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>[Signature]</i>	01/26/10

**Item Summary**

Approval of this ordinance will accept dedication of a public utility easement (PUE) from Empire Southwest LLC for the Zone 12 Water and Wastewater Improvement Project. Dedication of the PUE is at no cost to the City.

**Background**

On January 12, 2010, City Council approved a contract for the Zone 12 Water Improvements and Various Wastewater Improvements South of State Route 89A Project, which includes 11,955 lineal feet of 18-, 12-, and 8-inch ductile iron water main fittings, valves and other associated items.

An easement for a portion of the water distribution main adjacent to SR 89 A is required for the construction.

The PUE is approximately 2,868 square feet in area and underlies an existing drainage easement. Due to this circumstance the property owner, Empire Southwest LLC, is willing to provide the public utility easement at no cost to the City.

**Budget**

There are no costs to the City except for recording fees.

- Attachments**
- Easement Description and Location Map
  - Ordinance No. 4729-1026

<b>Recommended Action:</b> MOVE to adopt Ordinance No. 4729-1026.
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**ORDINANCE NO. 4729-1026**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING A PUBLIC UTILITY EASEMENT FROM EMPIRE SOUTHWEST LLC., A DELAWARE LIMITED LIABILITY COMPANY, IN THE VICINITY OF 3068 CENTERPOINTE EAST DRIVE AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE NECESSARY STEPS TO COMPLETE ACCEPTANCE AND DEDICATION AS A CITY OF PRESCOTT PUBLIC UTILITY EASEMENT**

**RECITALS:**

WHEREAS, the City Council of the City of Prescott has determined that a 14-foot utility easement owned by Empire Southwest, along the south side of Highway 89A more particularly described in the attached Exhibit "A" to the Public Utility Easement (Exhibit 1) and the attached location map, is needed by the City for public purposes; and

WHEREAS, the owners of the property, APN 103-01-030K, identified in attached Exhibit "A" have agreed to grant an easement to the City at no cost for the public utility easement.

**ENACTMENTS:**

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

SECTION 1. THAT the easement depicted and attached hereto as Exhibit "1" which exhibit is made a part hereof, is hereby accepted by the City of Prescott at no cost to the City.

SECTION 2. THAT the attached easement and any further deeds and necessary documents pertaining to said easements are hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona and the Mayor and Staff are authorized to execute such documents as may be necessary to effectuate this transfer.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26<sup>th</sup> day of January, 2010.

---

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

---

ELIZABETH A. BURKE, City Clerk

---

GARY D. KIDD, City Attorney

When recorded, mail to:  
City of Prescott  
City Clerk  
P. O. Box 2059  
Prescott, AZ 86302

Corporation

**PUBLIC UTILITY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, Empire Southwest LLC, a Delaware limited liability company, hereinafter called "Grantors", hereby grants to the City of Prescott, hereinafter referred to as the "Grantee", its employees, agents, and designees, the right of ingress and egress over and through the following described property, for public utility purposes and other public purposes, to use and construct same, together with the right to construct, maintain and place any and all utilities therein, said property more particularly described on Exhibits "A", attached hereto and made a part hereof.

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

Grantor covenants and agrees not to perform any construction, excavation, or alteration upon or within said easement, or perform any modifications to said property without prior written permission of the Grantee.

Grantor agrees not to construct any permanent building upon said easement.

Grantee agrees to return the ground cover and any landscaping to a condition as close as possible to that, which existed before installations, or any repair is made.

IN WITNESS WHEREOF, the Grantors has hereunto set his hand this 3 day of December, 2009.

GRANTORS:



## EXHIBIT A

### Public Utility and Drainage Easement

A Public Utility and Drainage Easement lying within the Northwest quarter of Section 31, Township 15 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at a found GLO brass cap at the Southwest corner of said Section 31;

(The basis of bearings for this description is South 89°36'53" East as measured between a found GLO brass cap at the Southwest corner of said Section 31 and a found 1" pipe at the Southeast corner of said Section 31.)

Thence, North 0°18'59" East, along the west line of said Section 31, a distance of 2641.68 feet to a found 2" capped pipe at the west quarter corner of said Section 31;

Thence, South 89°41'14" East, 134.35 feet to a found aluminum cap stamped "STA 393+02.33", said point also being the beginning of a non-tangent curve, concave Southeasterly, having a radius of 4850.00 feet, the radius point of which bears South 16°50'48" East, said point also lying on the southerly right-of-way line of State Route 89A;

Thence, northeasterly, along said southerly right-of-way line and said curve, through a central angle of 5°06'36", an arc distance of 432.56 feet to the TRUE POINT OF BEGINNING;

Thence, continuing northeasterly, along said southerly right-of-way line and said curve, having a radius of 4850.00 feet, through a central angle of 1°39'00", an arc distance of 139.66 feet;

Thence, South 87°00'05" East, along said southerly right-of-way line, a distance of 75.60 feet;

Thence, South 0°18'46" West, a distance of 3.14 feet;

Thence, South 70°29'51" West, a distance of 28.40 feet;

Thence, North 87°00'05" West, 47.90 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 4836.00 feet, the radius point of which bears South 10°06'21" East;

Thence, southwesterly, along said curve, through a central angle of 1°39'59", an arc distance of 140.64 feet;

Thence, North 0°18'46" East, a distance of 14.32 feet to the TRUE POINT OF BEGINNING.

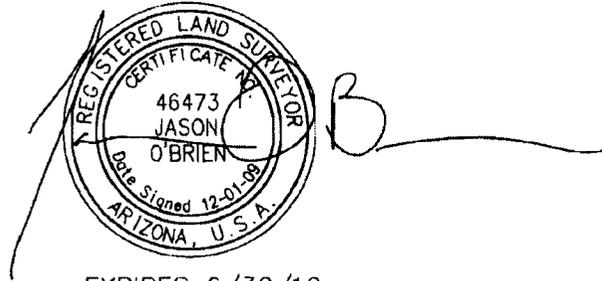
Containing 2,868.30 square feet, more or less.

12/01/2009

LE# 274-09

CPE PUE and Drainage.Doc

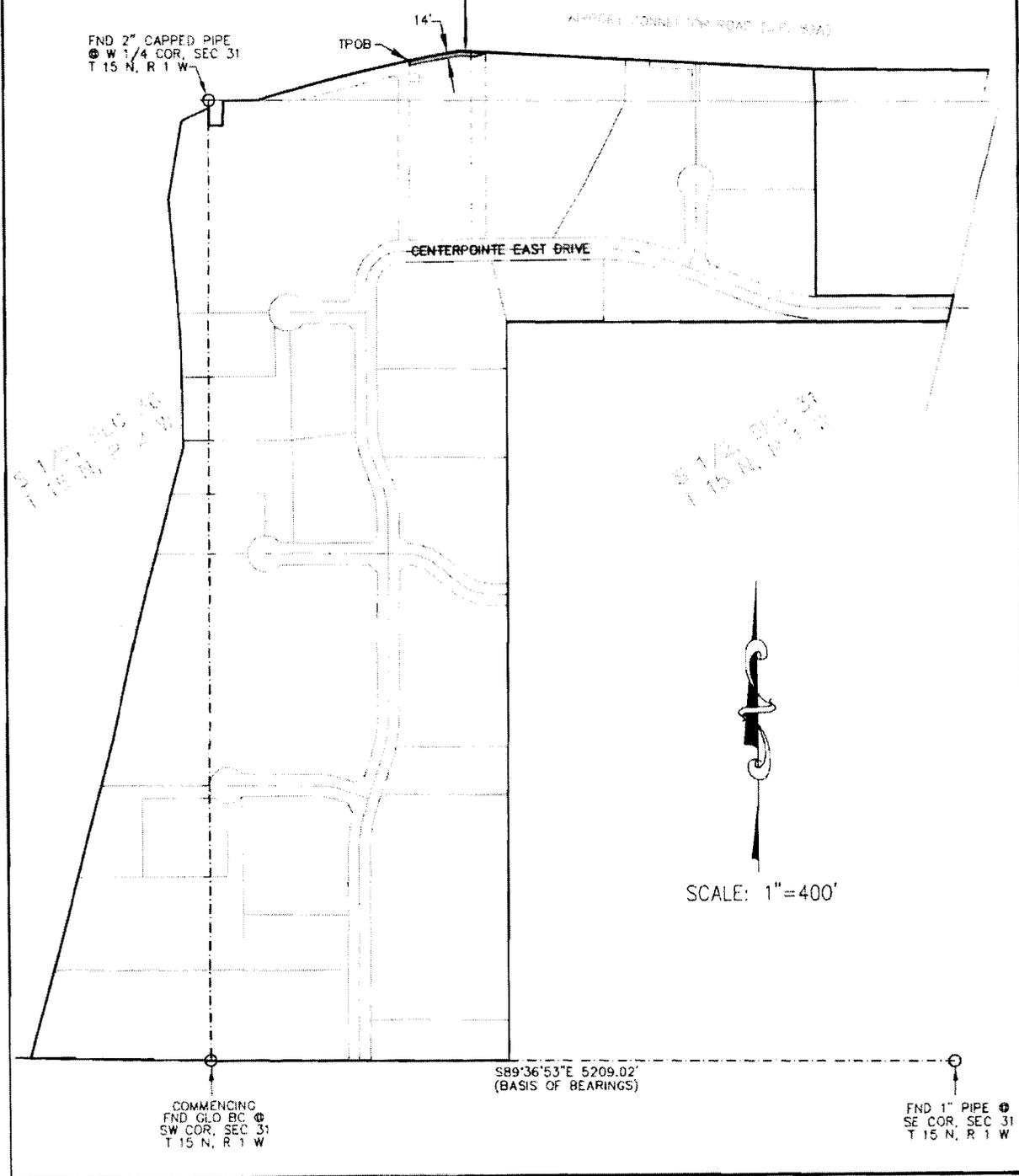
JASON O'BRIEN, R.L.S.



EXPIRES 6/30/10

MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
CENTERPOINTE EAST COMMERCE PARK

THIS  
DESCRIPTION



FND 2" CAPPED PIPE  
⊙ W 1/4 COR, SEC 31  
T 15 N, R 1 W

TPOB

14"

ARRETT CONNELL WAY ROAD (L.P. 83A)

CENTERPOINTE EAST DRIVE

S 1 1/2 SEC 26  
T 15 N, R 1 W

S 1 1/2 SEC 31  
T 15 N, R 1 W



SCALE: 1"=400'

S89°36'53"E 5209.02'  
(BASIS OF BEARINGS)

COMMENCING  
FND GLO BC ⊙  
SW COR, SEC 31  
T 15 N, R 1 W

FND 1" PIPE ⊙  
SE COR, SEC 31  
T 15 N, R 1 W

<b>COUNCIL AGENDA MEMO – (01/19/10 &amp; 01/26/10)</b>	
<b>DEPARTMENT:</b>	City Clerk
<b>AGENDA ITEM:</b>	Resolution to amend Rules of Procedure of Prescott City Council

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b>	Elizabeth A. Burke, City Clerk <i>EAB</i>	01/11/10
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Steve Norwood <i>SNorwood</i>	<i>01/12/10</i>

**Summary**

Resolution No. 4001-1031 will repeal the current Rules of Procedure and adopt new Rules of Procedure based on the discussion and direction of the City Council at its December 30, 2009 Workshop.

**Background**

Rules of Procedure were first adopted by the Prescott City Council on March 10, 1980, through Resolution No. 1606. Since that time many changes have been made.

The City Council discussed and agreed to a three-month trial period to hold two voting meetings a month, eliminating the current study sessions, while understanding that workshops or special meetings may be called from time to time to address specific issues or obtain additional public input.

Resolution No. 4001-1031, attached, has eliminated study sessions, as indicated on page 4 under Rule 4C. Additionally, since changes were being made to the Rules of Procedure a housekeeping change in Rule 3A was also made to reflect the current position of Finance Director rather than City Treasurer.

Should this resolution be adopted at the January 26, 2010 Council meeting, it would become effective on February 25, 2010, so the two-meetings-a-month schedule would begin in March with the first regularly-scheduled meeting being held on March 9, 2010.

Staff has discussed the ability to have packets available for Council and the public on the Wednesday prior to each meeting to allow time for additional questions that may arise to be answered prior to the meeting.

**Financial Impact (If applicable)**

It is anticipated that this change will save in staff time for not only preparing the packets themselves, but in the background information compiled for inclusion in the packets.

**Recommended Action: MOVE to adopt Resolution No. 4001-1031.**

**RESOLUTION NO. 4001-1031**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, REPEALING RESOLUTION NUMBER 3927-0933 AND ADOPTING NEW RULES OF PROCEDURE FOR THE PRESCOTT CITY COUNCIL**

**RECITALS:**

WHEREAS, Resolution Number 1606, adopted March 10, 1980, first adopted Rules of Procedure for the Prescott City Council; and

WHEREAS, since that time several amendments have been adopted through Resolution Numbers 1851, 1877, 1890, 2033, 2074, 2294, 2296, 2439, 2456, 2850, 3032, 3047 and 3401; and

WHEREAS, on December 16, 2008, the Prescott City Council adopted Resolution Number 3927-0933 repealing the prior resolutions and adopting new Rules of Procedures; and

WHEREAS, the Prescott City Council wishes to make changes to the prior Rules of Procedure and adopt new Rules of Procedure for the Prescott City Council.

**ENACTMENTS:**

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

SECTION 1. THAT, Resolution Number 3927-0933 is hereby repealed.

SECTION 2. THAT, Exhibit A, attached hereto and made a part hereof, shall be the new Rules of Procedure for the Prescott City Council.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 26th day of January, 2010.

\_\_\_\_\_  
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH A BURKE, City Clerk

\_\_\_\_\_  
GARY D KIDD, City Attorney

EXHIBIT 'A'

# **RULES OF PROCEDURE**

**for the**

# **PRESCOTT CITY COUNCIL**



# **JANUARY 2010**

# RULES OF PROCEDURE FOR THE PRESCOTT CITY COUNCIL

## RULE 1 GENERAL RULES

- A. Rules of Journal (Article II, Section 15, City Charter): The Council shall determine its own rules and order of business subject to the provisions of this Charter. It shall keep a journal of its proceedings and the journal shall be open to public inspection during regular office hours.
- B. Written Rules of Procedure: The rules of procedure of the Council shall be in writing and be available to all interested citizens.
- C. Rules of Parliamentary Practice: The rules of parliamentary practice, comprised in Robert's Rules of Order, latest edition, shall govern the Council in all cases to which they are applicable, provided they are not in conflict with these rules or with the Charter of the City of Prescott.

## RULE 2 COUNCIL CODE OF ETHICS

City Council members and officials occupy positions of public trust. Council members and all City officials shall strictly adhere to both the spirit and the letter of the laws of the State of Arizona pertaining to conflicts of interest.

In addition to matters of pecuniary interest, Council members shall refrain from making use of special knowledge or information before it is made available to the general public; shall refrain from violation of Council rules; shall refrain from appointing immediate family members, business associates, or employees to municipal boards and commissions; shall refrain from influencing the employment of municipal employees; and shall refrain from using their influence as members of the governing body in attempts to secure contracts, zoning, or other favorable municipal action for friends, immediate family members, or business associates.

## RULE 3 CITY OFFICIALS

- A. City Manager, City Clerk, ~~City Treasurer~~ FINANCE DIRECTOR and City Attorney: The City Manager, Clerk, ~~Treasurer~~ FINANCE DIRECTOR and Attorney shall perform their respective duties as set forth in the Charter of the City of Prescott. Whenever there may be any questions concerning the interpretation of the powers and duties of the aforementioned City officials as enumerated in the City Charter, the City Council shall be the final arbitrator of any such dispute and, by a majority vote of its members, shall settle any such issue as a matter of Council policy.
- B. Chief of Police: The Chief of Police or such members of the Police Department as he may designate, shall be Sergeant-at-Arms of the Council meetings.

- C. Officials and Employees to Attend: The head of any department, or officer or employee of the City, when requested by the Council or City Manager, shall attend any regular, adjourned or special meeting and confer with the Council on all matters relating to City business.

## RULE 4 COUNCIL MEETINGS

- A. Regular and Special Meetings: The City Council shall hold regular and special meetings according to the provisions of the City Charter. Council meetings shall be conducted in accordance with the procedures set forth in these rules unless a motion to suspend the rules (as hereinafter provided) is first passed by the Council. Regular meetings of the Council shall begin at 3:00 P.M. on the second and fourth Tuesday of each month, unless a different day or time is determined by a majority of the Council.

At regular meetings of the Council, members of the public may be permitted to speak on an item not otherwise listed on the agenda, if they have requested to do so by giving notice to the City Clerk of their name, address, phone number, and topic. Said notice is to be given no later than 5:00 p.m. on the Wednesday preceding the regular meeting at which time has been confirmed to be available; and the member of the public and their topic shall appear on the regular meeting agenda. In this event, members of the public shall be permitted to speak for a period not to exceed five (5) minutes provided, however, that a member of the public may not speak on the same topic more frequently than at a six-month interval. Copies of all documents and/or other materials proposed to be exhibited by a member of the public for an item not otherwise listed on the agenda shall be provided to the City Clerk by said deadline. Exhibition of any documents and/or other materials deemed to be offensive or otherwise inappropriate shall not be permitted.

- B. Executive Sessions: The Council may meet in executive session in accordance with the procedures and purposes set forth in State law and not otherwise.

- ~~C. Study Sessions: Study sessions are public meetings of the Council for the purposes of briefing Council members on the items included on the regular meeting agenda. The rules of procedure shall be:~~

- ~~1. The Council shall meet in study session at 3:00 P.M. on the first and third Tuesday of each month, unless a different day or time is determined by a majority vote of the Council.~~
- ~~2. The study session shall be devoted primarily to any matters regarding which the interchange of information preliminary to public discussion is deemed to be essential.~~
- ~~3. No formal vote shall be taken on any matter under discussion nor shall any Council member enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council provided that nothing herein shall prevent a polling of the Council or the taking of an informal consensus on any matter under discussion.~~

- ~~4. At study sessions, members of the public shall be permitted to speak with permission of the Chair, when invited to do so by the Council, or when they have information pertinent to the issue under discussion, for a period not to exceed five (5) minutes.~~
- D. Scheduling Agenda Items. The Mayor may place any item on an agenda for consideration or discussion by the Council. Any two (2) councilmen may place an item on an agenda for consideration or discussion by the Council
- E. Withdrawing Agenda Items. When an item is initially placed on an agenda, it may only be withdrawn by the individual (Mayor or Councilmembers) who placed that item on the agenda.

## RULE 5 PRESIDING OFFICER

The Mayor or, in his absence, the Mayor Pro Tempore, shall take the chair at the hour appointed for the Council to meet and shall immediately call the members to order. In the case of absence of both the Mayor and the Mayor Pro Tempore, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by a majority vote of those present, a chairman of the meeting.

## RULE 6 CONDUCT OF MEETINGS

The presiding officer shall serve as Council Parliamentarian. He shall preserve decorum and decide all questions of order, subject to appeal to the Council.

- A. During Council meetings, Council members shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the orders of the presiding officer or the rules of the Council. Every Council member desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine himself to the question under debate and shall avoid all offensive or indecorous language. A Council member once recognized shall not be interrupted while speaking unless called to order by the presiding officer or unless a point of order or other privileged motion is raised by another Council member. If a Council member is called to order while he is speaking, he shall cease speaking immediately until the question of order is determined. If ruled to be in order, he shall be permitted to proceed. If ruled not to be in order, he shall remain silent or shall alter his remarks so as to comply with the rules of the Council. A Council member, with permission of the presiding officer, may address questions to the City Manager or staff or members of the audience, but he shall confine his questions to the particular issue before the Council. If a point of order is raised and the presiding officer fails to act, any member of the Council may move to require him to enforce the rules and the affirmative vote of the majority of the Council shall be required to require the presiding officer to act.
- B. The presiding officer shall have the authority to preserve decorum in meetings as far as the audience, staff members, and City employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under his direction and control. Any remarks shall be addressed to the

Chair and to any or all members of the Council. No member of the staff or audience shall enter into any discussion, either directly or indirectly, without first having obtained the floor by permission of the presiding officer,

- C. Citizens of the City and any other members of the public attending Council meetings shall also observe the same rules of propriety, decorum and good conduct applicable to members of the Council. Any person making personal, impertinent, and slanderous remarks or who becomes boisterous while addressing the Council, or while attending the Council meeting, shall be removed from the room if the Sergeant-at-Arms is so directed by the presiding officer, and such person shall be barred from further attendance at that particular Council meeting. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the presiding officer, who shall direct the Sergeant-at-Arms to remove such offenders from the room.

Should the presiding officer fail to act, any member of the Council may move to require him to enforce the rules, and the affirmative vote of the majority of the Council shall require the presiding officer to act.

Any member of the public desiring to address the Council must first be recognized by the Chair, shall state his name and address in an audible tone for the record, and shall limit his remarks to the question under discussion. Any remarks shall be addressed to the Chair and to any members of the Council.

## **RULE 7 RIGHT OF APPEAL**

Any Council member may appeal to the Council from a ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state his reason for the same, and the presiding officer may briefly explain his ruling, but there shall be no debate on the appeal, and no other member shall participate in the discussion. The presiding officer shall then put the question, "Shall the decision of the Chair be sustained?" If the majority of the members present vote "Aye", the ruling of the Chair is sustained, otherwise it is overruled.

## **RULE 8 LIMITATION OF DEBATE**

No member of the Council or public shall be allowed to speak more than once upon any one subject until all the Council members have had an opportunity to speak. No member of the Council or of the public shall be allowed to speak for a period longer than five minutes, without the leave of the presiding officer. Citizens groups shall identify themselves and shall be represented in presentation to the Council by one of the members of the group and cumulative or redundant speeches to the Council on the same issue shall be terminated at the discretion of the presiding officer.

## **RULE 9 VOTING**

The vote on any question shall be taken by Ayes and Nays to be electronically tabulated, and the results thereof shall be disclosed simultaneously. In the event that the vote is unable to be electronically recorded, there shall be a roll call vote. It shall be out of order for members to explain their vote during the voting process. There shall be no additional debate or speaking after the vote is taken.

## **RULE 10 MOTIONS TO BE STATED BY CHAIR**

When a motion is made and seconded, it shall be so stated by the Chair or, at his direction, by the City Clerk, before debate commences.

## **RULE 11 CITY COUNCIL AGENDA FORMAT**

### NORMAL BUSINESS

- I. CALL TO ORDER
- II. INTRODUCTIONS
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. ROLL CALL
- VI. SUMMARY OF CURRENT OR RECENT EVENTS BY PRESIDING OFFICER AND/OR CITY MANAGER
- VII. APPROVAL OF MINUTES
- VIII. CANVASS ELECTION RETURNS, SPECIAL AWARD PRESENTATIONS, SPECIAL GUESTS, RESOLUTIONS OR COMMENDATION, PROCLAMATIONS, ETC.

### AGENDA ITEMS

- I. CONSENT AGENDA
- II. PUBLIC HEARINGS
- III. PUBLIC (10-minute time limit)
- IV. COMMUNICATIONS AND/OR PETITIONS
- V. MAYOR AND COUNCIL ITEMS
- VI. CITY MANAGER ITEMS
- VII. SCHEDULED AGENDA BUSINESS
- VIII. RESOLUTIONS
- IX. ORDINANCES
- X. ADJOURNMENT

Council Agenda formats are considered to be general guidelines for the published agenda. The Mayor is hereby authorized to deviate from the arrangement as set forth therein, or to delete a specific category from a particular agenda, at his or her discretion.

**RULE 12****MOTION TO ADJOURN – WHEN NOT IN ORDER – NOT DEBATABLE**

A motion to adjourn shall be in order at any time, except as follows: (A) When repeated without intervening business or discussion; (B) When made as an interruption of a member while speaking; (C) When the previous question has been ordered; and (D) While a vote is being taken. A motion to adjourn is debatable only as to the time to which the meeting is adjourned.

**RULE 13****CONSIDERATION OF PETITIONS**

Only those petitions submitted in writing at a regular Council meeting by a citizen of the City shall require Council action within thirty (30) days thereafter. (Article II, Section 18, City Charter).

All other petitions submitted to the Mayor and/or Council members or other agencies of the City in the regular course of business, shall be considered in accordance with the laws of the State of Arizona, the City Charter or the City Code of the City of Prescott. (Examples: Annexation, improvement district, protests, elections, etc.)

Unsigned communications or petitions, including newspaper articles or clippings, shall not be introduced in the minutes of Council meetings.

**RULE 14****MOTION TO SUSPEND THE RULES**

A motion to suspend the rules set forth herein shall be in order unless it pertains to rules mandated by the Charter of the City of Prescott or the laws of the State of Arizona. A motion to suspend the rules must be seconded, it is not debatable (except that the reason for the motion may be briefly explained by the mover) and requires at least a two-thirds vote of the members of the Council present at the meeting.

<b>COUNCIL AGENDA MEMO – January 19, 2010</b>	
<b>DEPARTMENT:</b>	City Manager
<b>AGENDA ITEM:</b>	Notice of Intention to Increase Water and Wastewater Rates

<b>Approved By:</b>		<b>Date:</b>
<b>Regional Programs Director:</b>	Craig McConnell <i>Craig McConnell</i>	<i>1-14-10</i>
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Steve Norwood <i>SNorwood</i>	<i>01/14/10</i>

**ITEM SUMMARY**

On January 12, 2010, Dan Jackson, principal of Economists.com, presented a summary of the analysis and report he has prepared for the purpose of considering adjustments to water and wastewater rates. Pursuant to the Arizona Revised Statutes (ARS), the complete final report will be filed with the City Clerk prior to adoption of the attached "Notice of Intention to Increase Water and Wastewater (Sewer) Rates."

This notice only sets a public hearing for 3:00 pm, Tuesday, March 9, 2010. Adoption of the notice and holding the public hearing does not obligate the Council to modify the current rates; any changes must be implemented by approval of a separate ordinance.

**BACKGROUND**

Economists.com was previously engaged by the City in October 2007 for a biannual analysis of rates and impact fees necessary to adequately support the City's potable water and wastewater enterprises. Of particular concern at that time was funding required to keep the Sewer Fund on a stable financial footing following completion of the Sewer Model, a major element of achieving the Council's "1<sup>st</sup> Class Utility System" goal. In-depth assessments of the Sundog and Airport Wastewater Treatment Plants have since been conducted, and the results presented to Council on December 1, 2009.

Ordinance No. 4650-0852 was adopted May 27, 2008, setting water and wastewater rates based upon the aforementioned analysis. This ordinance further provided for adjustment of rates effective on each of January 1, 2009, and January 1, 2010.

As a related matter, Ordinance No. 4665-0908 pertaining to water and wastewater development (impact) fees was subsequently adopted on October 28, 2008, with a deferred effective date of July 11, 2009. Following that effective date, the Arizona Legislature enacted a retroactive impact fee moratorium. In late 2009 a challenge of this action by the League of Arizona Cities and Towns was dismissed by the Arizona Supreme Court. The League has recently expressed interest in resolving certain problems caused by the retroactivity through legislation rather than further legal action.

**Agenda Item: Notice of Intention to Increase Water and Wastewater Rates**

Mr. Jackson's presentation identified various factors driving the City's utilities rates: slow growth in new customer accounts, much lower water use, reduced impact fee revenue, and most significantly, the City's extensive Capital Improvement Plan (CIP) which includes many projects to remedy existing system deficiencies.

Four (4) scenarios were defined for the purpose of analyzing rates which would be required for each alternative, depending on how the Big Chino Project and major improvements to the wastewater treatment plants are funded. For example, general obligation (GO) debt could be used for either of these; and private financing of the Big Chino Project has been mentioned. The two meetings at which the Notice of Intention will be addressed, and public hearing on the proposed rates, will provide opportunities for Council and public discussion of these alternatives.

**PREVIOUS PROPOSALS TARGETING HIGHER WATER USE TIERS**

In May 2008 during Council consideration of the aforementioned Ordinance No. 4650-0852, the previous Mayor-appointed Water Conservation and Safe Yield Committee made certain proposals regarding water and sewer rate structures. These included the following:

- 1. Water rates for alternative water should be based on the same inverted blocks as the regular water rates. Right now they are based on a fixed per (1000) gallon price regardless of usage. The rationale for this recommendation is that water customers with large discretionary water demands should pay for their disproportionate impact on the water resource which is propelling the need to develop alternative water resources.*
- 2. Investigate a significantly more aggressive tiered water rate structure for the higher use end. This would encourage greater conservation by rate-payers who are using the greatest amount of discretionary water (primarily for landscaping).*

This committee has sunsetted, however, interest in pursuing one or both proposals may be forthcoming as public input is received during the new rate setting process which would be initiated by this agenda item and Notice attached.

A supplemental rate analysis addressing the second of these proposals was performed by Economists.com and provided to the Committee in January 2009. Given the dramatic reduction in water usage (increase in conservation) identified by Mr. Jackson's presentation on January 12, 2010, policy considerations for the Council will be whether to make the tiered rate structure already in place even more severe, increasing the cost for higher water users, both residential and nonresidential (commercial, industrial, and governmental, notably the VA Hospital, YRMC, PUSD, Yavapai County, and City Parks & Recreation), and if so at what point the rate structure effectively becomes punitive and/or leads to certain classes of businesses relying upon water as a commodity to become uncompetitive.

**Agenda Item: Notice of Intention to Increase Water and Wastewater Rates**

With respect to the first proposal, the purpose of the "alternate water resources fee" is to provide a funding source to augment the City's water portfolio by securing new supplies (e.g., from the Big Chino Project). This fee is assessed to existing customers since they are served from the Little Chino aquifer, which is in overdraft, and therefore represents a contribution to mitigating that overdraft by securing the new supplies.

From the staff perspective, there is no objection in principle to tiering the alternate water resources fee as suggested by the previous Committee. While the tiering could be done to make the overall impact revenue neutral, the policy aspects mentioned above would also need to be considered for this proposal.

It is the prerogative of the Council to determine whether or not additional rate scenarios should be developed prior to the public hearing to address these proposals.

**RATE SETTING TIMETABLE**

Requirements for adopting water and wastewater rates are set forth in ARS 9-511.01. The following timetable would comply with the statute:

1/12/10 Completed	Presentation Summarizing Rates Analysis	Briefing of the Council regarding revenues and expenses, including those for operations and capital improvements.
1/19/10	Notice of Intention	Introduction and discussion at study session.
1/26/10	Adoption of Notice of Intention	Declares the Council's intent to consider possible rate increases; sets a public hearing; releases the public report.
3/9/10	Public Hearing	Public hearing on the proposed rates.
3/23/10	Adoption of Rates	Following the public hearing, Council could adopt an ordinance setting adjusted water and wastewater rates.
5/1/10	New Rates Effective	Ordinance setting new rates effective 30 days after adoption (reflected in May 2010 customer bills).

The timetable can be extended by the Council in the event additional information or public meetings are determined necessary. If the Council meeting schedule is modified, the above timetable may need to be adjusted.

- Attachments:**
- Notice of Intention to Increase Water and Wastewater Rates
  - Summary of rates for the average residential customer under four (4) different CIP funding scenarios
  - Current rates (effective 1-1-10)

**Recommended Action:** MOVE to approve the Notice of Intention to Increase Water and Wastewater Rates, providing for a public hearing at 3:00 pm, March 9, 2010.

## City of Prescott Water and Wastewater 2010 Rate Study Update

Scenario	Description of Scenario/Notes	Total Monthly Charges for Average Residential Customer Using 5,000 Gallons Water and Generating 5,000 Gallons Wastewater					
		Current	April 2010	Jan 2011	Jan 2012	Jan 2013	Jan 2019
2008 Study	Current and April 2010 rates are now in effect; rates forecast necessary for Jan 2011 & subsequent years would require approval by new ordinance(s)	\$53.12	\$53.12	\$59.06	\$69.01	\$75.07	n/a
1	Rates fund both a portion of the Big Chino Project, and improvements to the wastewater treatment plants	\$53.12	\$54.31	\$61.53	\$70.03	\$83.03	\$120.76
2	Rates fund improvements to the wastewater treatment plants, but not a portion of the Big Chino Project (private financing w/capital recovery from new growth, or GO debt issue)	\$53.12	\$54.31	\$61.03	\$68.58	\$80.18	\$113.12
3	Rates fund a portion of the Big Chino Project, but not the improvements to the wastewater treatment plants (financing by GO debt)	\$53.12	\$54.31	\$57.61	\$64.16	\$72.68	\$104.02
4	Neither a portion of the Big Chino Project nor improvements to the wastewater treatment plants are funded by rates (private financing w/capital recovery from new growth, or GO debt issue)	\$53.12	\$54.31	\$57.11	\$62.71	\$69.82	\$ 96.38

**NOTICE OF INTENTION TO INCREASE WATER AND WASTEWATER (SEWER) RATES**

**NOTICE IS HEREBY GIVEN, in accordance with ARS Section 9-511.01, that the Prescott City Council intends to increase City water and wastewater (sewer) rates. The City Council will hold a public hearing on March 9, 2010, at 3:00 P.M. in the City Council Chambers, 201 South Cortez Street, Prescott, Arizona, to consider said increases. Copies of the written findings justifying the need for said increases are available from the Prescott City Clerk at the above address.**

**\_\_\_\_\_  
Elizabeth A. Burke, Prescott City Clerk**

**Publish: \_\_\_\_\_**

# Current Water Rates (1/1/10)

## 2-1-18: UTILITIES DIVISION; WATER RATES:

- (A) Residential (including but not limited to mobile home parks and apartment houses): A monthly water charge shall be assessed against all residential consumers having a service connection with the city water mains in accordance with the following table:

Single Family		Multi-Family	
Block Thresholds (gallons)	Rate (\$/kgal)	Block Thresholds (gals per unit)	Rate (\$/kgal)
First 3,000	2.86	First 1,700	2.30
Next 7,000	4.30	Next 3,300	3.46
Next 10,000	6.45	Next 5,000	5.19
Over 20,000	12.90	Over 10,000	10.39

(Ord. 4523, 02-07-06, Sec. 5 eff. 07-01-07)

- (B) Non-residential rates: A monthly water charge shall be assessed against all non-residential consumers having a service connection with the city water mains in accordance with the following tables.

1. Non-residential properties will be assessed according to meter size, based upon the following table:

Nonresidential Monthly Usage in Blocks (1,000 gallons)				
Meter Size	1	2	3	4
5/8"				
3/4"	6	22	32	> 60
1"	15	55	80	> 150
1 1/2"	30	110	160	> 300
2"	48	176	256	> 480
3"	96	352	512	> 960
4"	150	550	800	> 1,500
6"	300	1,100	1,600	> 3,000
8"	480	1,760	2,560	> 4,800

2. Non-residential rates will be in accordance with the following table:

Block	Rate (\$/kgal)
1	2.61
2	3.92
3	5.88
4	11.76

(Ord. 4523, 02-07-06, Sec. 5 eff. 07-01-07)

- (C) In addition to the charges provided for herein, there shall be assessed an alternative water sources fee per one thousand gallons of water consumed per month on each monthly bill for all City of Prescott water customers. The revenues from this fee are restricted to defray expenses of the city associated with obtaining alternative water sources in order to comply with the groundwater laws of the State. The amount of the alternative water sources fee shall be as follows:

<u>Effective Period</u>	<u>Volume Rate Per 1,000 Gallons</u>
Through June 30, 2008	\$0.36
July 1, 2008 – December 31, 2008	\$0.40
January 1, 2009 – December 31, 2009	\$0.45
Beginning January 1, 2010	\$0.65

(Ord. 4650-0852, 5/27/2008, eff. 6/28/2008)

- (D) In addition to the charges provided for herein, there shall be a monthly fixed charge based upon meter size, as set forth in the following table:

<u>Meter Size</u>	
5/8"	\$ 6.60
3/4"	7.05
1"	7.95
1 1/2"	10.20
2"	12.90
3"	19.20
4"	28.20
6"	50.70
8"	77.70

(Ord. 4523, 02-07-06, Sec. 5 eff. 07-01-07)

<b>COUNCIL AGENDA MEMO – 1/19/2010 &amp; 1/26/2010</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Consideration to install a multi-way stop and/or marked crosswalk on Copper Basin Road at Highland Avenue, Park Avenue and Hassayampa Village Lane.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>SNorwood</i>	<i>01/13/10</i>

**Item Summary**

This item is to consider whether multi-way stop control and/or marked crosswalks shall be installed at three intersections along Copper Basin Road, at Park Avenue, Highland Avenue and Hassayampa Village Lane.

**Background**

This segment of Copper Basin Road was recently improved with construction finalized in October 2007 with new pavement, sidewalk and curb and gutter. The roadway is 28 feet wide with two lanes in each direction with additional roadway width at selected intersections for left and right turn pockets. The posted speed is 25 MPH and the roadway is classified as a Major Collector. A request has been made for a multi-way stop several times over the past few years by local area residents who feel additional control at the intersections will aid in slowing drivers and improving roadway operations. The multi-way stop installation is useful as a safety measure at locations where the volume of traffic on the intersecting roads is approximately equal, there is a collision problem, limited sight distance or at locations where the installation would improve traffic operations. To determine if any of these conditions exist, each intersection location was studied twice; once by Kimley Horn & Associates in conjunction with the reconstruction project and once by Public Works staff in late 2009. In both instances all three locations failed to meet any one condition of the warrant analysis which is taken directly from the Manual on Uniform Traffic Control Devices. Specifically the studies found the following:

- The side streets (minor leg(s) of each intersection) do not have sufficient volume to warrant stop control on Copper Basin Road.
- The speeds recorded on Copper Basin Road are within normal limits for a major collector classification and indicate that the lower section may be under posted, 25MPH on lower section vs. 30 MPH on upper section.
- No collision problem exists at any one of the three intersections locations.
- Sight distance is adequate at all locations.
- The installation of any unwarranted multi-way stop would negatively impact the overall Level of Service (LOS) on Copper Basin Road.

**AGENDA ITEM:** Consideration to install a Multi-way stop and/or marked crosswalk on Copper Basin Road at Highland Avenue, Park Avenue and Hassayampa Village Lane.

In addition to the multi-way stop installation, a request for the installation of marked crosswalks across Copper Basin Road at the uncontrolled intersections has also been received. While legal crossings exist at all intersections they are normally not marked at locations apart from stop or signal control. This is because they must be installed carefully and selectively in locations that meet specific criteria. The Federal Highway Administration Research and Development Study from November 2000 entitled "Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations" stated the following:

- That marked crosswalks can be used (without a reduction in pedestrian safety) on two lane roadways with speeds of 30 MPH or less and volumes under 9,000 vehicles per day.
- These marked crosswalks must be installed selectively and at locations with a minimum of 20 pedestrian crossings per peak hour (or 15 or more elderly and/or child pedestrians) before placing a high priority on the installation of a marked crosswalk.

Each of the three locations meets the first criteria but none meets the pedestrian volume minimums. The final factor to consider is that Copper Basin Road has no pedestrian facilities on the south side and therefore any crosswalk installation would lack handicap ramps and adequate facilities.

Based on this information a number of options exist for Council's consideration regarding this issue:

- A. Leave the existing traffic control in place.
- B. Install mutli-way stops at any one or more of the intersections and stripe crosswalks.
- C. Leave the intersections uncontrolled and install marked crosswalks.

Any decision to modify the intersection can be accomplished using City crews and/or the existing striping contract already included in the 2010 budget

**Attachments** - Summary of Copper Basin Road Intersection Warrant Studies

**Recommended Action:** MOVE to approve Option \_\_\_\_\_ for Copper Basin Road as defined in this Council memorandum.

**Coper Basin Road 4-Way Multiway Stop Applications**

**Guidance:**

The decision to install multiway stop control should be based on an engineering study.

The following criteria should be considered in the engineering study for a multiway STOP sign installation:

Warrant Criteria	CBR @ Highland		CBR @ Park		CBR @ Hassayampa	
	Satisfied	Not Satisfied	Satisfied	Not Satisfied	Satisfied	Not Satisfied
A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.		X		X		X
B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.		X 1		X 0		X 0
C. Minimum Volumes:  1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and  2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but		X 56		X 119		X 95
		X		X		X

<p>3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h (40 mph), the minimum vehicular volume warrants are 70 percent of the above values.</p>		<p><b>X</b> 34.7</p>		<p><b>X</b> 32.5</p>		<p><b>X</b> 34.5</p>
<p>D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.</p>		<p><b>X</b></p>		<p><b>X</b></p>		<p><b>X</b></p>