PRESCOTT CITY COUNCIL STUDY SESSION AGENDA

PRESCOTT CITY COUNCIL
STUDY SESSION
TUESDAY, FEBRUARY 16, 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** Reverend Julia McKenna, Spiritual Architect
- **PLEDGE OF ALLEGIANCE** Councilman Blair
- **ROLL CALL**:

MAYOR AND CITY COUNCIL:

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

- **SUMMARY OF CURRENT OR RECENT EVENTS**

I. PRESENTATIONS

A. Recognition of the Prescott Police Department Explorers.

B. Presentation by Prescott Fire Department on Hopi-Nav Operation Winter Storm.

II. DISCUSSION ITEMS

A. Approval of a three-year agreement between Antelope Hills Golf Course and E-Z Links Golf Inc., for an integrated Point of Sale, Tee Sheet and Marketing system.

B. Adoption of Ordinance No. 4731-1028 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona granting an electric utility easement to Arizona Public Service (adjacent to Fire Station No. 1 located at 333 White Spar Road).

C. Approval of Preliminary Plat for Granite Dells Estates Commercial Planned Area Development, including 206 acres located South of State Rte. 89A, (File No. PP09-001). Owner, Mike Fann. (APN's 103-04-001L, 001M, 001Q, 002A, 003B, 009B, 009C)

D. Approval of the Downtown Management Agreement with the Prescott Downtown Partnership for 2010, authorizing payment of $14,880.00.

E. 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.

F. Notice of Public Hearing (February 23, 2010) and consideration of a liquor license application submitted by Andrea Lewkowitz for a new Series 07, Beer & Wine Bar, license for Cost Plus World Market located at 3320 Gateway Boulevard.

G. Approval of the Minutes of the Prescott City Council Special Meeting of February 8, 2010 (in their capacity as members of the Regional Association of Local Governments); the Regular Voting Meeting of February 9, 2010; the Joint Special Meeting with Prescott Valley Town Council on February 11, 2010; the Workshop of February 12, 2010; and the Study Session of February 16, 2010.

H. Selection of items for placement on the agenda of the Regular Voting Meeting of February 23, 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

II-A

COUNCIL AGENDA MEMO – 02/16/10 & 02/23/10	
DEPARTMENT: Administrative Services	
AGENDA ITEM: Three year agreement between Antelope Hills Golf Course and E-Z Links Golf Inc., for an integrated Point of Sale, Tee Sheet and Marketing system.	

Approved By:	**Date:**
Department Head: Mic Fenech	
Finance Director:	
City Manager: Steve Norwood	02/11/10

BACKGROUND:

E-Z Links Golf Inc. has been in business since the mid 1990's providing integrated point-of-sale (POS) to internet and telephone call center answering, Tee-sheet coordination and multi-stepped marketing programs to the golf industry. Staff has compared E-Z Links to Antelope Hills current system (Smyth and Links-Time) and to Chelsea systems. Neither of the other systems can compare in breadth and scope to what is provided by E-Z Links.

The key highlights are:

1. 24/7 telephone answering and tee sheet booking.
2. Direct Internet booking by golfers.
3. Updated course conditions to both call center and Internet link, i.e. frost delays, deep tinning, top dressing, etc.
4. 90% capture of golfer profile to include email address, age, birthday, anniversary, course preferences, day preferences, etc.
5. Direct link to City's web site
6. Integrated credit card swipe, gift card, player's card, and scanner to expedite golfer check-in, gift card and discount program tracking, and inventory control.
7. Powerful marketing component based on email and client profile capture.

FINANCIAL:

There is no "out of pocket cost" for E-Z Links. The cost to the golf course is accomplished by providing up to two tee times per day to E-Z Links. E-Z Links may sell these tee times (up to 8-rounds) and keep the revenue as payment for their service. Tee times not sold by 3:00 am the day of play are forfeited back to Antelope Hills to sell. E-Z Links will negotiate the tee times with AHGC. The approximate value of the contract if purchased over 3-years is $42,000. The contract includes all software, hardware, upgrades and support over the three year period which becomes the property of AHGC. The contract may be renewed every three years and includes all new hardware and software. The contract may be terminated prior to three years with the un-depreciated amount due from AHGC to E-Z Links.

AGENDA ITEM: Three year agreement between Antelope Hills Golf Course and E-Z Links Golf Inc., for an integrated Point of Sale, Tee Sheet and Marketing system.

ENDORSEMENT:

A review of the capabilities of the E-Z Links system and programs were discussed by the Mayor's Golf Advisory Committee. During this vetting period, advisory committee members contacted various E-Z Link installations both in and outside of the state of Arizona. All indications of both the staff and customers that frequently use the system are that it is by far the best system on the market today.

REFERENCES:

E-Z Links is currently used by all Phoenix municipal golf courses and are in their 5th year of service. Phoenix reports having captured over 60,000 valid email addresses and reports both immediate and significant increases in booking tee times since installing E-Z Links. Tucson municipal courses are in their 3rd year of service.

Both the City's IT and Budget and Finance departments have reviewed E-Z Links system and have approved its application. It integrates with the City's MUNIS finance system thus eliminating daily faxes and transfer of paper reports. Support for the system is 24/7 and the available reports are exceptional. Custom reports can also be created at our request.

Recommended Action: MOVE to approve a three year agreement between Antelope Hills Golf Course and E-Z Links Golf Inc., for an integrated Point of Sale, Tee Sheet and Marketing system.

SERVICE AGREEMENT

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

WHEREAS EZLinks Golf, Inc. (hereinafter referred to as "Contractor") has expertise in providing golfing services software;

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 Contractor shall provide those services to the City as identified in the attached Exhibit "A" ('EZLinks Golf, Inc Sales Contract'), and as requested by the Administrative Services Director, hereinafter referred to as the Project Director or his designee.

2. In addition to those services identified in the attached Exhibit "A", the Contractor shall also perform all subordinate tasks not specifically referenced in Exhibit "A", but necessary to the full and effective performance of the tasks specifically referenced. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control.

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

4. (A) The term of this agreement shall be from February 23, 2010 through February 22, 2013. 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.

(B) The parties may, by mutual consent, extend this contract under the same terms and conditions as contained herein.

(C) 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 Contractor shall be paid for services performed to the date of Contractor's receipt of such termination notice.

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

initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

6. 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
Administrative Services Director
PO Box 2059
Prescott, AZ 86302

With copies to:

City of Prescott
Purchasing Manager
PO Box 2059
Prescott, AZ 86302

Contractor:

EZLinks Golf, Inc.
401 S. LaSalle
Suite 500
Chicago, IL 60605

7. It is expressly agreed and understood by and between the parties that Contractor is an independent contractor, and as such Contractor 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, Contractor 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, Contractor 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.

8. This Agreement is non-assignable by the Contractor.

9. (A) The City shall provide to Contractor a total of two foursomes daily including carts for the complete performance of all services specified in Sections 1, 2 and 3 of this Agreement.

(B) Should the City request in writing additional services beyond that specified in Sections 1, 2 and 3, then Contractor shall charge and City shall pay a mutually agreed hourly fee.

10. 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.

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

12. This Agreement and Exhibit "A" represent the entire and integrated Agreement between the City and the Contractor 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 Contractor. 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.

13. 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.

14. The Contractor 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.

15. The Contractor 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 Contractor'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 Contractor 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 Contractor has or may have against the City, its agents or employees, arising out of or in any way connected with the Contractor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

16. 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.

17. (A) The Contractor 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 Contractor 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.

18. The Contractor, 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 Contractor 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.

19. 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.

20. The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, as amended, "Residence Requirements for Employees."
Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty).

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

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is

complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

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

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

DATED this _____ day of _____, 2010.

_____
Department Head

ATTEST:

_____
ELIZABETH BURKE
City Clerk

APPROVED AS TO FORM:

_____
GARY D. KIDD
City Attorney

EZLinks Golf, Inc.

By: _____

Printed Name: _____

Title: _____

EXHIBIT 'A'

EZLinks Golf, Inc

SALES CONTRACT

EZLinks Golf, Inc.
401 S. LaSalle
Suite 500
Chicago, IL 60605
FAX: 312.913.6905

SOLD TO - PARTICIPATING GOLF COURSE (PGC)				DELIVER TO				
Antelope Hills Golf Courses				_____				
BILLING ADDRESS				**SHIPPING ADDRESS**				
1 Perkins Dr				1 Perkins Dr				
CITY	**STATE**	**ZIP**	**PHONE**	**CITY**	**STATE**	**ZIP**	**TERM - MONTHS**	**CONTRACT TYPE**
Prescott	AZ	86301-8458	(928) 776-7888	Prescott	AZ	86301-8458	36	New Business
FULL LEGAL NAME OF CLIENT (if different from PGC)			**REGIONAL SALES MANAGER**	**FACILITY MAIN CONTACT**			**CONTACT EMAIL**	**DESIRED GO-LIVE DATE**
			Kurt Albertson	Jim Crawley			jim.crawley@prescott-az.gov	ASAP

INVENTORY EXCHANGE PAYMENT METHOD	
INVENTORY EXCHANGE PLAN	**DESCRIPTION OF INVENTORY EXCHANGE**
Pkg E - HW SOD RES 2(R)WS	Two foursomes/day (including carts)

PRODUCTS / SERVICES COSTS AND FEES

Product Name	Product Code	Charge Type	Product Status	Qty	Unit Price	Total if Paid in Cash	Contract Price	Equip & Products Repayment
ETN: TEE SHEET (including 3 user licenses)	101	Monthly	Required	1	$300.00	$300.00	$0.00	$0.00
ETN: Extra User License (each)	10101	Monthly	Required	3	$35.00	$105.00	$0.00	$0.00
ETN: Tee Sheet Emailer	10105	Bundled	Required	1	$0.00	$0.00	$0.00	$0.00
ETN: Custom Email Confirmation	10107	Bundled	Required	1	$0.00	$0.00	$0.00	$0.00
ETN: Database Marketing Assistant	10113	Bundled	Required	1	$0.00	$0.00	$0.00	$0.00
SVC: Service-Support-Software Updates - ETN	10114	Bundled	Required	1	$0.00	$0.00	$0.00	$0.00
WEB: EZLinks Web Res Engine (unlimited reservations)	121	Monthly	Required	1	$100.00	$100.00	$0.00	$0.00
RES: RESERVATION CENTER: On-Demand Transfer	126	Per Round	Required	1	$2.00	$2.00	$0.00	$0.00
MKT: EMAIL MARKETING SERVICES	130	Monthly	Required	1	$100.00	$100.00	$0.00	$0.00
TP: 3rd PARTY NETWORK ROUNDS	140	Per Round	Required	1	$2.00	$2.00	$0.00	$0.00
TP: ezlinks.com Rounds	141	Per Round	Required	1	$2.00	$2.00	$0.00	$0.00
SVC: Initial Install - ETN+EZPOS (4 day pkg)	30101	One-Time	Required	4	$750.00	$3,000.00	$0.00	$3,000.00
POS: EZPOS SOFTWARE (Up-Front Lease)	303	One-Time	Required	1	$3,995.00	$3,995.00	$0.00	$3,995.00
POS: Gift Cards	30303	Bundled	Required	1	$0.00	$0.00	$0.00	$0.00
POS: Accounting Interface	30305	Bundled	Required	1	$0.00	$0.00	$0.00	$0.00
POS: Integrated CC Processing	30307	Bundled	Required	1	$0.00	$0.00	$0.00	$0.00
SVC: Service-Support-Updates-EZPOS (Monthly Lease)	316	Annually	Required	1	$0.00	$0.00	$0.00	$0.00
EHW: EZ Server - Optiplex 760, 2GB Ram - 3Yr NBD	32001	One-Time	Required	1	$900.00	$900.00	$0.00	$900.00
EHW: EZ Server Monitor - Dell E178Fp	32002	One-Time	Required	1	$180.00	$180.00	$0.00	$180.00
EHW: EZ WS - Optiplex 760, 2GB Ram - 3Yr NBD	32003	One-Time	Required	2	$900.00	$1,800.00	$0.00	$1,800.00
EHW: EZ WS Monitor - Dell E157FPT w/CC Reader	32005	One-Time	Required	2	$480.00	$960.00	$0.00	$960.00
EHW: Barcode Scanner & Stand - Handheld 3800G	32007	One-Time	Required	2	$144.00	$288.00	$0.00	$288.00
EHW: Cash Drawer-APG 4000 w/ Epson Interface Cable	32009	One-Time	Required	2	$180.00	$360.00	$0.00	$360.00
EHW: Receipt Printer - Epson TM88VI	32011	One-Time	Required	2	$336.00	$672.00	$0.00	$672.00
EHW: Lpt1 Printer Cable	32013	One-Time	Required	3	$3.60	$10.80	$0.00	$10.80
EHW: Mdse Label Printer-Cognitive Advantage Lx 2.4	32015	One-Time	Required	1	$384.00	$384.00	$0.00	$384.00
EHW: Dell Laser Printer 2330dn	32016	One-Time	Required	1	$336.00	$336.00	$0.00	$336.00
EHW: 7' Ethernet Cable	32017	One-Time	Required	3	$6.00	$18.00	$0.00	$18.00
EHW: APC Back-UPS Es 6, 3-UPS 3-Surge	32021	One-Time	Required	3	$50.40	$151.20	$0.00	$151.20
EHW: Vipre Anti-Virus	32022	One-Time	Required	1	$88.00	$88.00	$0.00	$88.00

EZLinks Golf, Inc.
401 S. LaSalle
Suite 500
Chicago, IL 60605
FAX: 312.913.6905

EZLinks Golf, Inc

SALES CONTRACT

PRODUCTS / SERVICES COSTS AND FEES

Product Name	Product Code	Charge Type	Product Status	Qty	Unit Price	Total if Paid in Cash	Contract Price	Equip & Products Repayment
EHW: Data Backup - USB Flash Drive - 8 GB	32023	One-Time	Required	1	$20.40	$20.40	$0.00	$20.40
EHW: Linksys 8 Port Router	32025	One-Time	Required	1	$102.00	$102.00	$0.00	$102.00
EHW: Microsoft Office Pro 2003 - 1 User License	32026	One-Time	Required	1	$425.00	$425.00	$0.00	$425.00
ETN: Photo ID	10102	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
ETN: Utilization Based Pricing	10103	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
ETN: Itinerary Manager	10106	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
ETN: Member Icons	10108	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
ETN: Missed Revenue	10109	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
ETN: Marketing Tracker	10110	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
ETN: Passholder/Member Incentive Program	10112	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
ETN: WEBSITE SPECIALS MODULE	104	Monthly	Included	1	$100.00	$100.00	$0.00	$0.00
ETN: Lottery	105	Monthly	Included	1	$100.00	$100.00	$0.00	$0.00
WEB: Course Web Res Tee Time Pre-Payment	12101	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
WEB: Multiple Web Res Engines	12102	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
TP: Local 3rd Party Tee Sheet License	14001	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
POS: Physical Inventory Scanner Interface	30301	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
POS: Member Accounts	30302	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
POS: Partner Gift Certificates	30304	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
POS: F&B - Retail/Snack Bar Module	30306	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
SVC: Retraining-Remote (ETN+EZPOS)	30309	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
POS: Central Reporting Module	312	Monthly	Included	1	$25.00	$25.00	$0.00	$0.00
POS: Central Inventory Management Module	313	Monthly	Included	1	$25.00	$25.00	$0.00	$0.00
POS: Central Loyalty Module	314	Monthly	Included	1	$25.00	$25.00	$0.00	$0.00
POS: POS Loyalty/Activity Card Program	31401	Bundled	Included	1	$0.00	$0.00	$0.00	$0.00
POS: Central Gift Card Module	317	Monthly	Included	1	$25.00	$25.00	$0.00	$0.00

Total **$13,690.40**

Contract Notes:

Facility will provide high speed internet connection. EZLinks to provide integration to MUNIS accounting. Facility to utilize Tee Sheet, Point of Sale, Web Res, Phone Res and Email Marketing.

Initials _____

EZLinks Golf, Inc.
401 S. LaSalle
Suite 500
Chicago, IL 60605
FAX: 312.913.6905

TERMS AND CONDITIONS:

A. DEFINITIONS:
1. "CSR" refers to a customer service representative working in an EZLinks call center.
2. "ETN" and "EZLinks Tee Time Network" refer to EZLinks' tee time reservation system.
3. "EZ POS" and "EZLinks Point Of Sale" refers to EZLinks' point of sale software.
4. "PGC(s)" refers to the golf course(s) participating in the ETN as a result of the Client's use of EZLinks.
5. "Played Round" is any round reserved in the ETN and not cancelled on or before the intended time of play.
6. "Third Party(ies)" refers to any party, other than the Client and EZLinks, using the ETN to reserve tee times at PGC(s). This may include, but is not limited to, Internet sites, travel agents, golf packagers, and hotels.
7. "We", "our", "us" and "EZLinks" refers to EZLinks Golf, Inc.
8. "You", "your", "Facility" and "Client" mean the business entity that signs this Agreement providing for participation in the ETN (the "Agreement").

B. GENERAL: We will use our best efforts in the performance of this Agreement. Following reasonable advance notice to you, EZLinks and any of its partners, principals, employees, or agents, shall be permitted to enter upon any portion of the Client's or its PGC's premises used in connection with EZLinks during normal business hours for reasons relating to the maintenance of the EZLinks network, software, or hardware. EZLinks shall use, and shall cause each of its partners, principals, employees and agents to use, reasonable care when entering upon any property owned by the Client or its PGC(s).

C. PERFORMANCE OF THE PARTIES: The parties agree to assume the following rights, duties and responsibilities:
1. Pursuant to a separate agreement, EZLinks shall license each PGC with computer software necessary for the PGC's participation in the ETN as detailed in this Agreement;
2. Client shall provide data connectivity as directed by EZLinks to access ETN unless otherwise indicated in this Agreement;
3. Client shall provide dedicated, isolated and insulated AC power lines for all EZLinks-Supplied equipment;
4. Client shall provide any necessary networking within the PGC facility. This work should be completed prior to the installation and training provided by EZLinks;
5. Client is responsible for local phone company charges necessary to forward calls to and from EZLinks. EZLinks is responsible for the long distance telephone charges associated with forwarding calls to EZLinks (unless specified elsewhere in this Agreement);
6. EZLinks shall, with the Client or PGC, develop a telephone protocol to be used by EZLinks CSRs when answering telephone calls for the PGC; and
7. Client agrees that its PGC(s) will honor all tee time or other authorized reservations made by EZLinks or Third Parties for that (those) PGC(s).

D. CUSTOMER DATA: Golfer data collected by the ETN or EZ POS shall not be used by EZLinks in any manner that identifies individual golfers according to a particular Client or PGC.

E. SERVICE ENHANCEMENTS: EZLinks may perform design, programming and software enhancements to its service, the ETN, EZ POS or software applications. Except as otherwise set forth in a written agreement between the parties, any updates or enhancements provided shall be subject to all other provisions of this Agreement and shall be offered or provided to the Client as appropriate.

F. CONFIDENTIALITY: Each party acknowledges that during the course of this Agreement information that is confidential or proprietary may be disclosed by the other party including, without limitation, the EZ POS System and EZLinks Materials and any other information designated as confidential or proprietary or that, by the nature of such information, the receiving party reasonably should expect to treat as confidential or proprietary ("Confidential Information"). Confidential Information also includes the terms of this Agreement. Confidential Information does not include any information that: (a) is publicly available other than as a result of a breach of the terms of this Agreement; (b) was known to the other party at the time of disclosure and not subject to a confidentiality obligation; (c) independently developed by the receiving party; or (d) is obtained by the other party from any source without any obligation of confidentiality. Each party agrees to use the other party's Confidential Information solely in accordance with and for purposes of this Agreement. Neither party shall disclose the other party's Confidential Information, except: (a) to its employees, subcontractors, agents or other authorized representatives, as the case may be, who have a need to know for purposes of this Agreement; (b) as required by law, in which case the party required to disclose such Confidential Information shall notify the other party in writing prior to disclosure so that the other party may seek a protective order or other equitable relief; or (c) in the case of EZ POS System, to Authorized Users solely for the purpose of allowing such Authorized Users access to and use of the EZ POS System. Customer shall not publish or otherwise disclose the results of any benchmark or other tests of the EZ POS System without EZLinks' prior written approval.

G. TRADEMARKS AND SERVICE MARKS: This Agreement does not give either party any rights in the other party's name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation ("Marks") except as specified herein. No use may be made of either party's Marks without the prior written permission of that party except as specified herein. Where you mention EZLinks or the ETN, you must use our Marks. You agree that we may list the name, address, and logo of you and your PGC(s) in materials containing lists of EZLinks customers that we may publish. You also agree that EZLinks may use your Marks in any and all reports, correspondence, tee time reservation sheets or other such documents created for the Client's or its PGC's use.

H. NOTICES: Unless otherwise notified, you will send all notices to: EZLinks Golf, Inc., 401 South LaSalle, Suite 500, Chicago, Illinois, 60605.

I. INDEMNIFICATION: You agree to indemnify and hold harmless us, our subsidiaries, affiliates, licensees, successors and assigns from and against all damages, losses and reasonable expenses incurred by us including, but not limited to, attorneys' fees and costs, arising from any suit or claim arising or alleged to have arisen out of: 1) any goods, services or facilities sold to or used by a Golfer while on your or a PGC's(s') premises; 2) the marketing of any goods or services by you; 3) the negligent or wrongful performance of, or failure to perform, by you, your agents and/or employees, any duties or obligations under this Agreement; 4) the violation or alleged violation by you, your agents and/or employees of any laws, regulations or rulings applicable to you and 5) your breach of the Agreement.

EZLinks Golf, Inc.
401 S. LaSalle
Suite 500
Chicago, IL 60605
FAX: 312.913.6905

We agree to indemnify and hold harmless you, your subsidiaries, affiliates, licensees, successors and assigns from and against all damages, losses and reasonable expenses incurred by us including, but not limited to, attorneys' fees and costs, arising from any suit or claim arising or alleged to have arisen out of: 1) claims of software infringement of a third party's intellectual property rights, and 2) our breach of the Agreement.

J. LIMITATION OF LIABILITY: In no event shall either party be liable for any special or consequential damages suffered by the other for any reason, including but not limited to lost revenue, resulting from loss of user data, loss of service or act of God. The total liability of either party under this Agreement will be limited to the greater of $20,000 or equal to the amount of fees paid to the other party. Additionally, the accuracy of green fee pricing and other course-specific data maintained in ETN is the ultimate responsibility of the Client, even if EZLinks staff assists with the data entry.

K. COMPLIANCE WITH LAWS: The parties agree to comply with all laws, ordinances, statutes, regulations and rules applicable to each of them.

L. GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of Cook County in the State of Illinois.

M. ASSIGNMENT: Neither party may assign this Agreement or delegate any of its duties under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

N. NO WAIVER: Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

O. CHANGING THIS AGREEMENT: If the Client wishes to utilize additional EZLinks products or participate in additional EZLinks programs, the Client shall complete a "Change of Account" form provided by EZLinks, which shall be subject to acceptance by EZLinks.

P. VOICE RESERVATION OPTIONS: The Client can participate in a one of two phone reservation options. The Client can change the selection at anytime pending EZLinks approval. These options are as follows:

1. Staff-On-Demand Service – phone calls ringing into the Client's PGC will be forwarded to an EZLinks CSR only during periods at which the Client selects, when the Client's phones are busy, or when the Client's phone is unanswered after a certain number of rings. The options used are at the discretion of the Client, and are based on the capabilities of the local telephone exchange carrier and the Client's telephone equipment. Various usage options for Staff-On-Demand service may provide optional pricing discounts (see "Costs and Fees" or attached pricing addendum if available).
2. Full Member Service – the Client chooses for all tee time reservation calls to be handled by EZLinks CSRs. Whether or not this service is available to the Client is based on the capabilities of the local telephone exchange carrier and the Client's telephone equipment. Full Member status may provide optional pricing discounts (see "Costs and Fees" or attached pricing addendum if available). Unless specified on the Application for Service, the PGC must a) forward only tee time reservation calls through the use of an "auto-attendant"; or b) publish a toll-free number for tee time reservations (and not forward the PGC's local phone number to such a toll-free number).

Standard reservation center services include:

1. EZLinks CSRs will endeavor to capture golfer data, including mailing address, phone number, and email address.
2. Phone calls into the EZLinks call center will be routed over an EZLinks-provided toll free number unless otherwise provided by the Client.
3. Callers that are in a hold queue will hear a standard recording that alerts them that the "golf shop" will be with them shortly. EZLinks may also provide a generic or customized message substantially similar to "We are a member of ezlinks.com, offering 24-hour reservations through the Internet and [a toll-free number]."
4. Where established, a tee time confirmation e-mail will be forwarded to the golfer immediately following the reservation.

Q. EZ POS LICENSE: EZLinks hereby grants to Customer a non-exclusive, non-transferable license for Customer and any party authorized to use the EZ POS System ("Authorized User") to use the EZLinks Point of Sale System for internal business purposes in accordance with this Agreement. The grant shall be limited to the one facility license as identified in the Contract Price area of the Products / Services Costs and Fees section.

Customer shall not: (a) sell, lease, sublicense, assign, or provide the EZ POS System to third parties with the sole exception of transfer of ownership; (b) modify, alter, adapt, translate, create derivative works from, reverse engineer, disassemble, decompile or decode the EZ POS System in any way for any reason; or (c) engage in or allow any action that is inconsistent with the terms and conditions of this Agreement or that violates any applicable law.

The following shall remain the sole and exclusive property of EZLinks: (a) the EZ POS System (including any enhancements or upgrades thereto), EZLinks Materials and all other software and materials developed, conceived, originated, prepared, generated or furnished by EZLinks under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing (subsections (a) and (b) are collectively referred to as the "EZLinks Materials"). Except for the license granted above, Customer shall have no right, title or interest in or to the EZLinks Materials.

Upon any termination of this Agreement for any reason, Customer shall: (a) immediately cease using the affected EZ POS System and any other EZLinks Materials; (b) return, purge or destroy (as directed by EZLinks) all affected EZ POS System and other EZLinks Materials and certify to EZLinks in writing that all such copies have been surrendered or destroyed in accordance with the foregoing; and (c) pay to EZLinks any fees due and owing under this Agreement and/or any Schedule as of the effective date of termination. Moreover, each party shall return or destroy (as directed in writing by the other party) all Confidential Information in such party's possession or under such party's control.

R. INVENTORY EXCHANGE: An inventory exchange program may be presented by EZLinks to the Client as an alternative to the monthly service and/or selected transaction payments, but is not required of EZLinks, and can be denied at the presentation or renewal of the Agreement. Through this option the Client provides EZLinks with a pre-determined amount of tee time inventory in lieu of monthly service and/or selected transaction payments as indicated in the Inventory Exchange Payment Method section of the Sales Contract. Golfers that purchased their tee times through EZLinks cannot be denied service at

EZLinks Golf, Inc.
401 S. LaSalle
Suite 500
Chicago, IL 60605
FAX: 312.913.6905

the time of their reservation by the PGC, and should service not be possible (i.e. inclement weather), it is the responsibility of the PGC to provide reimbursement in whatever form is agreed to be acceptable (i.e. rain check) by both the PGC and the Golfer(s). The following rules shall apply to the Inventory Exchange Program:

- A "tee time" shall mean up to four players, including greens fees and carts.
- Unless otherwise agreed upon between EZLinks and the Client, EZLinks may reserve tee times for this program up to 14 days in advance.
- All tee times reserved through this program will be noted on the tee sheet as such.
- If EZLinks, in its sole discretion, deems a tee time "unsold", it will release the tee time back to the PGC.
- If EZLinks is unable to secure an allotted tee time due to scheduled outings, events, overseeding, course maintenance, or any other reason beyond EZLinks' control, EZLinks has the right to sell a replacement tee time on a later date. The original date of the tee time will be noted on the replacement reservation.
- The Client will not cancel, move or edit a tee time reserved by EZLinks through this program without first contacting EZLinks.
- The Client will not apply a surcharge to golfers booked through this program which is not charged to regular golfers.

S. COSTS AND FEES: By entering into this Agreement, the Client agrees to pay to EZLinks, upon the Signing Date and thereafter during the term of this agreement, the costs and fees identified in the Contract Price area of the Products / Services Costs and Fees section for any products or services identified as Required. The Client agrees that all fees and costs paid by the Client or the PGC(s) to EZLinks as of the Signing Date are non-refundable. The definition of these fees is as follows:

1. One Time Charges – includes any EZLinks-Supplied Hardware, Software, installation and networking of equipment, software or data service(s) needed for the Client or PGC to access the EZLinks network, EZ POS and onsite training by EZLinks personnel. This does not include in-house wiring at the Client or PGC, installation of basic computer hardware that is supplied by the Client or PGC. The Client is responsible for networking of the Client's PCs.
2. Monthly Service – includes access to the EZLinks Tee Time Network, two user licenses (additional user licenses may be obtained), use of the 24-hour EZLinks Golf Reservation Center, 24-hour Technical and Software Support, software upgrades, promotion of the Client or PGC by EZLinks and EZLinks partners if applicable, and upgrades to EZLinks networking equipment and data circuit if deemed necessary by EZLinks. The monthly service will be invoiced (as applicable) at the end of each month for service the following month. Billing shall begin upon installation (the "Service Date").
3. Transaction Fees – transaction fees may vary depending on the originating source of the tee time transaction as well as the volume of tee times played during the specified month. A billable transaction is one in which a golf round is booked via the EZLinks Tee Time Network and is not cancelled. There is no charge for transactional entries made into ETN by the Client or PGC at terminals onsite. Transaction Fee types and charges are detailed in the Contract Price area of the Products / Services Costs and Fees section.
4. Additional Costs – any costs incurred by EZLinks resulting from changes made by the Client that directly affect the EZLinks Tee Time Network (i.e. moving a data circuit into a new clubhouse) will be billed back to the Client in full.
5. Additional Products & Services – additional products and services that are selected by the Client and added to the Client's monthly invoice which do not appear on the Products / Services Costs and Fees section or an Addendum, ill be priced and billed for the effective amount at the time they are selected. Such additional services may include, but are not limited to, additional training, custom reports, custom database requests, fee maintenance (beyond the first 90 days of this Agreement), and the setup of non-standard reservation capabilities (e.g. instructors). Should the Agreement be extended or rewritten, the pricing for those added services may be adjusted pending prior notification to the Client by EZLinks.

T. TERM: This Agreement shall be effective on the Service Date and continue for the length of time denoted on the Application for Service. Unless terminated as provided herein, the Agreement will renew for additional one-year periods unless canceled by written notice by the Client or EZLinks to the other party thirty (30) days prior to the anniversary of the signing date of the Agreement.

U. CLIENT'S EQUIPMENT: For any equipment the Client provides for use in participating in the ETN, that equipment must meet or exceed the minimum specifications detailed below:

- Personal Computer (PC) – Windows XP or a newer release with a 1GHz Pentium/Celeron processor or greater, minimum 512MB of RAM, 30Mb of available hard drive space, and a video card that can support at least "1024x768" video resolution and at least 256 colors.
- Printers – must be a laser printer which is Windows NT 4.0 compatible
- Network – computers and printers must be networked by the Client and able to support TCP/IP protocol. Unless the client provides an internal, compatible IP scheme to EZLinks in advance of installation, EZLinks shall assign its own IP scheme to the Client's or PGC's computers.

For any equipment the Client provides for use in operating EZ POS, that equipment must meet or exceed minimum specifications and requires a technical review and approval prior to use by an EZLinks implementation representative.

V. EZLINKS'-PROVIDED EQUIPMENT: Unless specified in the Sales Contract, any equipment or hardware we provide to you is our property. Title, ownership and right to possession of the equipment listed in the Contract Price area of the Products / Services Costs and Fees section shall remain with EZLinks until all sums due are paid or depreciation provisions are fully met. EZLinks warrants that upon delivery, the equipment shall be in good working order. After delivery, all risk of loss or damage to the equipment from fire, water, storm, burglary, power line fluctuations, spillage, accident, negligence, or abuse shall be borne by Customer.

W. EZLINKS'-PROVIDED EQUIPMENT/SOFTWARE/SERVICES REIMBURSEMENT: EZLinks, at their sole discretion, may agree to provide hardware, software or services, normally requiring a One Time charge, as part of an inventory exchange payment option. All hardware, software or services included in this provision will be noted with a cost in the Equipment & Products Repayment area of the Products / Services Costs and Fees section of this Agreement. These items will be covered by the follow provisions:

1. All included Equipment/Software/Services will be depreciated over the term of the agreement with equipment becoming property of the facility at end of term.
2. If Client changes method of payment to "cash" before end of original term, facility will owe the undepreciated amount of "Equipment & Products Repayment Total".
3. The original amount of the Equipment & Products Repayment Total for this Agreement is **$13,690.40**
4. Client is responsible for any and all property taxes assessed on the hardware detailed above.

Initials _____

EZLinks Golf, Inc.
401 S. LaSalle
Suite 500
Chicago, IL 60605
FAX: 312.913.6905

5. The Client represents that it maintains insurance sufficient to cover any potential loss or damage up to the full value of all hardware provided by EZLinks as detailed above.

X. PAYMENT CONDITIONS: Client's Installation fee is due at contract signing. All other payments are due within thirty (30) days of invoice. Any payment not received as agreed accrues interest at a rate of one and one half percent (1.5%) interest per month. All receipts will first be applied to interest due. All checks should be made payable to: EZLinks Golf, Inc., Department 4120, P.O. Box 87618, Chicago, IL 60680-0618.

When the Client or PGC(s) authorizes EZLinks to collect fees directly from Golfers or Third Parties, these fees will be collected at the time of reservation or as soon as possible thereafter. EZLinks will remit amounts due to the Client or the PGC to the appropriate party on a monthly basis after first deducting any outstanding EZLinks balance, interest or late fees owing to EZLinks, and any applicable credit card charges, fees and expenses. The Client will be solely responsible for the payment of any tax (s), surcharges or fees assessed by any state or local government.

Y. INSURANCE: The Client represents that it maintains insurance sufficient to cover any potential loss or damage up to the full value of all hardware, software and data provided by EZLinks to the Client or its PGC(s) as detailed in the Sales Contract. The Client agrees to furnish to EZLinks, upon request, original Certificates of Insurance evidencing the required coverage to be in force during the term of this Agreement. The Client shall provide EZLinks with 60 days prior written notice in the event the required coverage is substantially changed, canceled, or not renewed.

Z. ENTIRE AGREEMENT: This Agreement and any attached agreements, appendices, addendums and exhibits hereto and thereto, shall constitute the entire Agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be implied or expressed -that are not expressly addressed herein or therein. No variation or amendment of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of EZLinks Golf and the Client. This contract shall be binding upon and insure to the benefit of EZLinks and Customer and to the successors or assigns of the entire business and assets of either of them or of that part of the business and assets of either used in the performance of this contract.

SIGNER INFORMATION

The Sales Contract is subject to acceptance by EZLinks Golf. If the Client signs the Sales Contract, the Client agrees to be bound by the terms and conditions of the Contract and any attached agreements, appendices, addendums and exhibits, which if accepted by EZLinks Golf, Inc. shall constitute the entire Agreement between the Client and EZLinks Golf, Inc.

You represent that the individual who signs this Sales Contract has authority to bind the Client to the terms of the Agreement.

Signature: _____ Date: _____

Print Name: _____ Title: _____

EZLinks USE ONLY

Agreement Accepted by: _____ Date: _____ Title: _____

Account Manager: _____ Facility ID: _____ Billing ID: _____

Initials _____

II-B

COUNCIL AGENDA MEMO – 2/16/2010 & 2/23/2010	
DEPARTMENT: Public Works	
AGENDA ITEM: Approval of Ordinance No. 4731-1028 granting APS an electric utility easement across the eastern portion of Fire Station No. 1 located at 333 White Spar Road	

Approved By:		**Date:**
Department Head:	Mark Nietupski	
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood	02/09/10

Item Summary

This item is to approve a request from Arizona Public Service Company (APS) for an electric utility easement (0.1724 acres) to install an overhead 69 kV transmission line along the eastern portion of Fire Station No. 1 located at 333 White Spar Road.

Background

For the past year APS has been constructing a new overhead 69 kV transmission along Montezuma and Granite Streets to increase capacity and reliability to the City of Prescott. This new line connects from the substation on Granite Street at the Sam Hill Warehouse to the substation behind Fire Station No. 1 on White Spar Road.

There is an existing electric easement, 10 feet wide, located on Fire Station No. 1 property, Docket 2227, Page 810 Yavapai County Recorder, (see attached Exhibit "A") which is parallel and adjacent to this request. APS is requesting the additional easement width for installation and maintenance of the larger and taller 69 kV steel poles.

The majority of the area for the requested easement is unimproved, on an approx 1:1 slope and therefore not buildable. The existing easement, 10 feet in width, is flat and generally used for parking Fire Department vehicles; consequently the easements and overhead lines will have little impact to the operation of the site. APS has staked the easement and pole locations which Chief Martinez has reviewed and has no objection. APS has underground facilities in the existing easement.

APS retained ASI Appraisers, an independent certified general real estate appraiser to prepare an appraisal, copy attached, of the easement value. ASI has determined the value of the easement to be $24,370.00. Accordingly, APS will pay the City $24,370.00 for the electric utility easement across the eastern portion of Fire Station No. 1.

Agenda Item: Approval of Ordinance No. 4731-1028 granting APS an electric utility easement across the eastern portion of Fire Station No. 1 located at 333 White Spar Road.

Attachments
- Location Map
- Exhibit "A" - Map and Legal for Easement
- Easement
- Ordinance
- Letter from ASI Appraisers

Budget

Revenue will be credited to Account No. 1009999-7805; General Fund.

Recommended Action: **MOVE** to approve Ordinance No. 4731-1028.

ORDINANCE NO. 4731-1028

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING AN ELECTRIC UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that the granting of an electric utility easement to Arizona Public Service Company (APS), more particularly described in the attached Exhibit "A", would increase capacity and reliability of power within the City and would benefit the general public and the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT granting an electric utility easement to Arizona Public Service, as more particularly described and set forth in Exhibit "A", attached hereto and made a part hereof, is hereby granted.

SECTION 2. THAT APS will pay the City of Prescott $24,370.00 for the electric utility easement across City property located at 333 White Spar Road.

SECTION 3. THAT the attached easement is hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 23rd day of February, 2010.

_____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

_____
ELIZABETH A. BURKE, City Clerk

APPROVED AS TO FORM:

_____
GARY D. KIDD, City Attorney

When recorded, mail to:

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

ELECTRIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The City of Prescott hereinafter called "Grantor", hereby grants unto Arizona Public Service, an Arizona corporation duly franchised by the City of Prescott and doing business in the State of Arizona, hereinafter referred to as the "Grantee", its successors or assigns, the right of ingress and egress over and through the following described property, for electric utility purposes, to use and construct same, together with the right to construct, maintain and place any and all electric utilities therein, the Electric Utility Easement being more particularly described on the attached Exhibit "A".

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this _____ day of _____, 2010.

GRANTOR CITY OF PRESCOTT:

_____
Marlin D. Kuykendall
Mayor

ATTEST:

_____
Elizabeth A. Burke
City Clerk

APPROVED AS TO FORM:

_____
Gary D. Kidd
Prescott City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

GRANTEE:

BY:_____
James Looney

ITS: Section Leader, Land Services Department

ATTEST:
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by James Looney, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

EXHIBIT "A"

(LEGAL DESCRIPTION OF EASEMENT PREMISES)

Sheet 1 of 2

A portion of the South half of Section 4, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

COMMENCING at the South quarter corner of said section;

THENCE North 15° 48' 09" East, a distance of 777.02 feet to the TRUE POINT OF BEGINNING;

THENCE North 74° 38' 50" West, along the South property line of the real property described in Exhibit "A", a distance of 15.47 feet;

THENCE North 1° 08' 00" East, along a line parallel to, and 15 foot Westerly of, the East property line of said real property, a distance of 367.19 feet;

THENCE North 68° 58' 30" East, along a line parallel to, and 10 foot Southerly of, the Northerly property line of said real property, a distance of 16.20 feet to a point on the East property line, from whence the Northeast property corner lies North 1° 08' 00" East, a distance of 10.80 feet;

THENCE South 1° 08' 00" West, along the East property line, a distance of 377.10 feet to the POINT OF BEGINNING.

ALSO:

COMMENCING at the South quarter corner of said section;

THENCE North 15° 48' 09" East, a distance of 777.02 feet;

THENCE North 74° 38' 50" West, along the South property line of the real property described in Exhibit "A", a distance of 25.79 feet to the TRUE POINT OF BEGINNING;

THENCE continuing North 74° 38' 50" West, a distance of 94.72 feet;

THENCE South 83° 52' 11" East, leaving the said South property line, a distance of 79.82 feet;

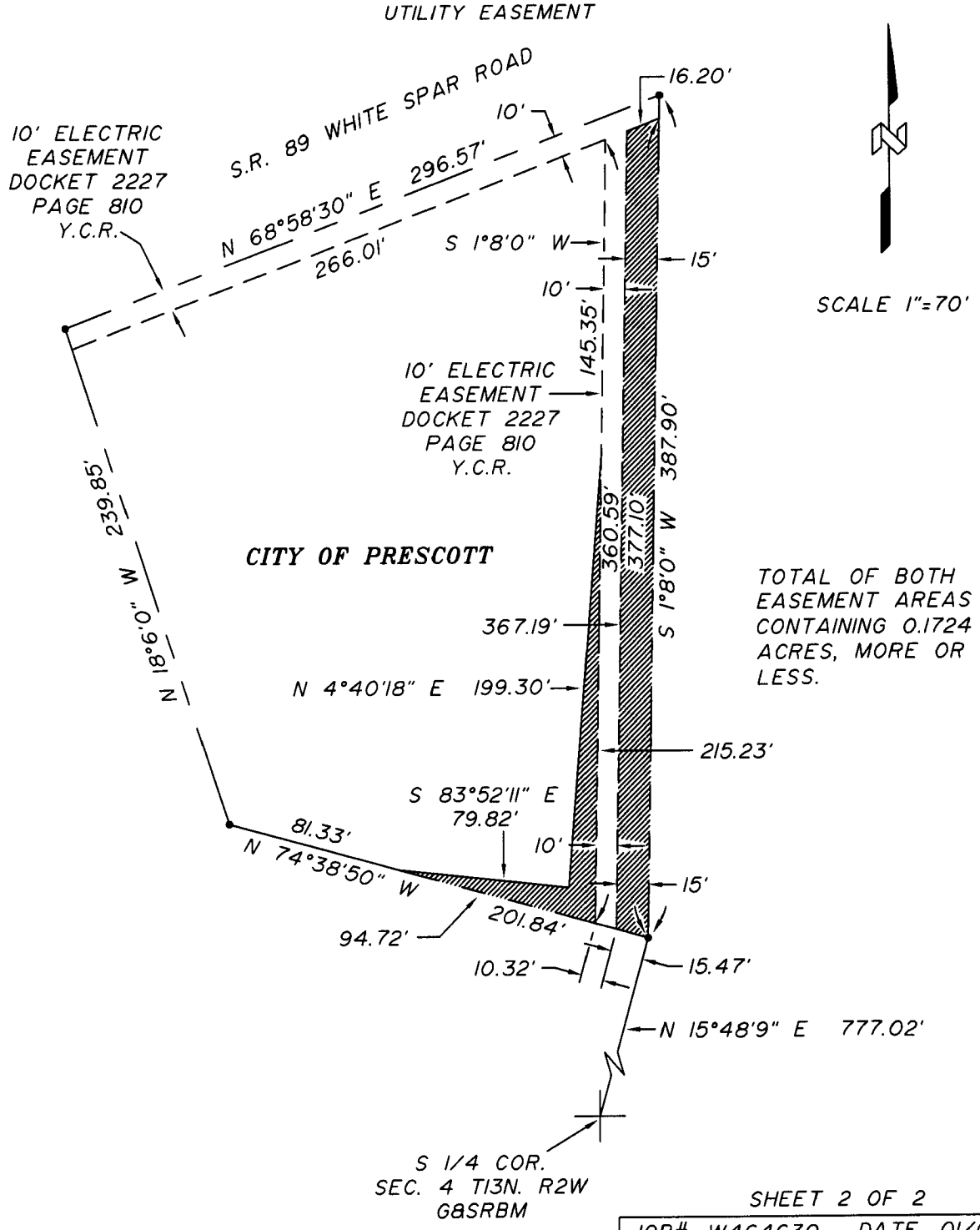
THENCE North 4° 40' 18" East, a distance of 199.30 feet to a point on the West side of the existing 10 foot utility easement, as recorded in Docket 2227, Page 810, Yavapai County Recorder's Office, Prescott, Arizona;

THENCE South 1° 8' 00" West, along said utility easement, a distance of 215.23 feet to the POINT OF BEGINNING.

Easement premises containing 0.1724 acres, more or less.

EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF UTILITY EASEMENT



TOTAL OF BOTH EASEMENT AREAS CONTAINING 0.1724 ACRES, MORE OR LESS.

LEGEND

- EASEMENT AREA
- PROPERTY LINE
- PROPERTY CORNER

SHEET 2 OF 2

JOB# W464630	DATE 01/05/10
SE 1/4 SEC 4	T 13N R 2W
SCALE 1"=70'	MAP#
R/W MIKE BOUCHE	
SURVEY:	
DRAWN BY: SMITH	

asi
appraisers

January 28, 2010

APS, Real Estate Department
10025 North 21st Avenue, Bldg. L, M.S. 3016
Phoenix, Arizona 85021

Attn: Mr. Mike Bouche, Land Agent

Re: 333 White Spar Road, Prescott, Arizona 86303.
A proposed right-of-way utility easement rights.

Dear Mr. Bouche:

At your request, I have personally inspected the 'larger parcel' of this appraisal for the purpose of estimating a fair market value in fee simple as part of the valuation methodology to estimate the indicated easement rights value of the proposed perpetual utility easement area that is the subject of this appraisal, as of the date of valuation. My analyses, opinions, and conclusions were developed, and this appraisal has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice. The indicated value estimates reported in the appraisal are subject to the assumptions, limiting conditions, special limiting conditions, hypothetical conditions and value definitions contained in the forthcoming summary appraisal report.

Due to time constraints, consider this letter an informal document summarizing my opinion of value for the proposed right-of-way easement rights within the designated area of the larger parcel.

The easement acquisition area does not include any major improvements nor has any significant adverse effect on the existing building improvements after the acquisition in my view. Therefore, and with the approval of the client, only the underlying land was appraised and not the existing building improvements of the larger parcel. Additionally, as was pointed out to me by the APS area representative, Mr. Joe Combs, the 69kV transmission line poles that are planned for placement within the proposed easement area will not displace any incidental site improvements to be taken or damages. As such, the indicated value for the right-of-way 'easement rights' designated land area to be acquired does not reflect any incidental damages based upon my physical inspection.

Complete legal descriptions of the larger parcel and the easement acquisition area are provided within this Letter. I was able to obtain permission from the City of Prescott to gain entry for the purposes of inspection for this appraisal.

In this analysis, I have developed an opinion of market value for the 'larger parcel' on a price per square foot of gross land area, and then applied the same unit value indicator to the proposed easement area, which is the subject of this appraisal. Therefore, I will view the larger parcel as a vacant, unimproved (commercial zoned) parcel improved with all off-sites (in-place), and a fair market value will be estimated for the 'larger parcel.' Hence, the fee simple estate of the 'larger parcel' and the proposed easement area is the property rights valued in this appraisal assignment.

The larger parcel in this analysis has significant frontage along White Spar Road, a significant transportation linkage for the Prescott submarket. The larger parcel is accessible only via White Spar Road, as it is sandwiched between a small ravine and creek on the west, a cluster of mobile homes on the east, and the APS substation on the south. Near the downtown, central business district of Prescott, the overall location of the larger parcel is considered to be good.

In order to formulate an opinion of market value for the 'larger parcel', I first began searching the immediate area for vacant, unimproved land sales with all off-sites that have sold recently. Additionally, I also surveyed the latest listing data of similar unimproved, parcels located within Prescott; the market has been and remains stalled due to recessionary market conditions. In addition to analyzing sales and listing data, I also interviewed several local brokers and listing agents to obtain overall market data for this community since there are no formal published market studies conducted for Prescott.

Many of the brokers/agents interviewed have indicated that they believe the overall real estate market has experienced its 'bottom' and is trying to stabilize. Additionally, it was reported that unlike larger metropolitan areas, the Prescott land market is limited and there will not be as much oversupply to re-absorb during market recovery. I found my discussions with these real estate professionals to be correct based on the very few closed land sales and listing data that I have analyzed. Many of the listings observed were priced significantly higher than the closed sales data and it was reported that sellers are not in a position to 'sell by necessity' but will look at reasonable offers. I have considered these broker/agent discussions in this appraisal assignment.

As of the date of valuation, the 'larger parcel' or the subject property in this analysis was improved with the City of Prescott fire station (Station No. 1). The proposed designated easement area is positioned on the east boundary of the property. It should be noted that the majority portion of this proposed easement area straddles the east boundary of the existing 10' wide APS easement strip; an area not utilized by the station. As illustrated by the photographs and maps submitted, the proposed east portion of the easement area is specifically

positioned on a very steep slope of the parcel, an unusable area in my view. As part of my opinion of value for the easement rights, I have considered this portion of the proposed designated area positioned on this steep slope or unusable area of the subject property.

Based on the survey and area calculations submitted, the proposed easement area can be designated into two sections: the east portion (east of the existing 10' easement) and the southwest portion (west of the existing 10' easement). As reported, the east portion is the high sloping, unusable land area that in my mind would not generate the same value as compared to the southwest portion where it is of flatter land, usable area. Estimating values for the proposed easement areas are typically subjective opinions of judgment in arriving at a reasonable compensation to be paid to the underlying fee land or 'larger parcel' property owner. There is no market maker that I know of that buys and sells such right-of-way easements. As such, many appraisers will utilize an "intensity of use" model for estimating reasonable compensation to the property owner based upon how an existing easement will be utilized, and whether the proposed easement will be an exclusive or non-exclusive use.

Easement compensation can be valued as a percent (%) of the indicated fee simple value of the 'larger parcel,' which can range from a small percentage to 100% of the indicated fee value. This proposed easement area can be viewed as a temporary use of the land, and landowners are typically paid a percentage less than 100% of the indicated fee value based upon the intensity of the use. In this case, I believe the southwest portion of the easement (flatter land) would retain a value of say, 75% of the fee value applied to the subject property land area. While, 50% of fee value would be a reasonable value estimate for the high sloping east portion (unusable area) of the easement. In my mind, this aggregate easement compensation estimate is reasonable based upon the 'nature of use' or 'intensity of use' for the easement in this assignment.

The value of the Utility Easement (right-of-way) parcel as a part of the whole is based on the value that this part contributes to the "before" value, using the same unit of value as established in the before valuation. The following is the estimated value of the part to be acquired as a part of the whole. It should be noted that I have estimated a unit value indicator for the 'larger parcel' or subject property (as vacant land) at $5.75 per square foot or $250,470 per acre; total value estimate before the take at $413,275.50, rounded to $415,000.00.

PROPOSED EASEMENT AREAS

Southwest Portion: 1,929.58± SF @ 75% of $5.75/SF (fee value) = $8,321.31

East Portion (15' strip): 5,582.20± SF @ 50% of $5.75/SF (fee value) = $16,048.83

As exhibited, the total 'just compensation' for the proposed utility easement area is estimated to be $24,370.14, rounded to $24,370.00

The intended use of this appraisal is for eminent domain purposes. Arizona Public Service Company (APS) is my client and the intended user of this appraisal. The purpose of this appraisal is to develop an opinion of value for a portion of the indicated area of the 'larger parcel' where there is an existing substation adjacent south of the subject (White Spar Station). APS has plans to compensate the property owner for the use of the designated easement area for its proposed plans to position a 69kV transmission line and two poles to connect to their existing substation. Reportedly, the proposed route of the 69kV line along the subject designated easement area is considered a benefit to the immediate neighborhood with respect to forecasted maintenance and access requirements of the transmission line.

The indicated value estimate for the proposed easement rights is based upon the ownership rights included in the Fee Simple Estate of the 'larger parcel.' Thus, based upon market investigation and analyses, subject to the underlying extraordinary assumptions, exclusions and conditions considered, the final estimated fair market value the 'larger parcel' (as vacant land only) and the proposed right-of-way utility easement rights value, as of January 26, 2010, was:

"AS IS" LARGER PARCEL – FEE SIMPLE (VACANT LAND ONLY)
FOUR HUNDRED FIFTEEN THOUSAND DOLLARS
($415,000.00)

Proposed 0.1724± Acre Easement Rights:

SUBJECT PARCEL: UTILITY RIGHT-OF-WAY EASEMENT RIGHTS **TWENTY FOUR THOUSAND THREE HUNDRED SEVENTY DOLLARS** **($24,370.00)**

Thank you for the opportunity to have prepared this appraisal service for you.

Sincerely,

Ambrose Rojas
AZ Certified General RE No. 30637

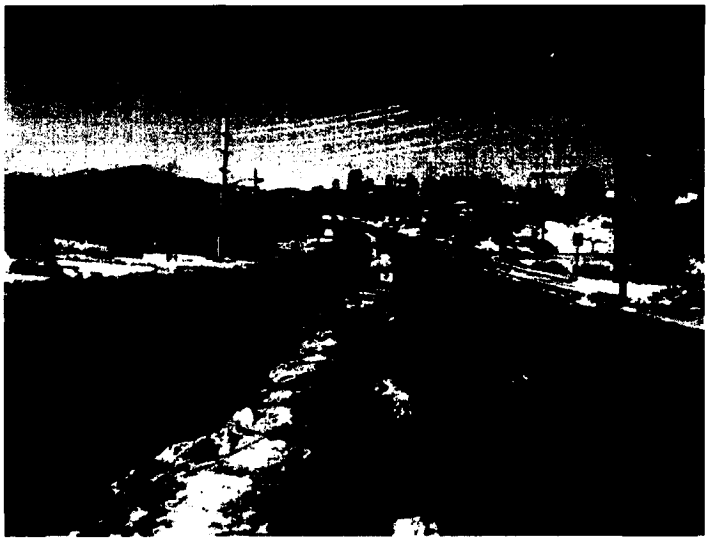
Enclosures

ADDENDUM

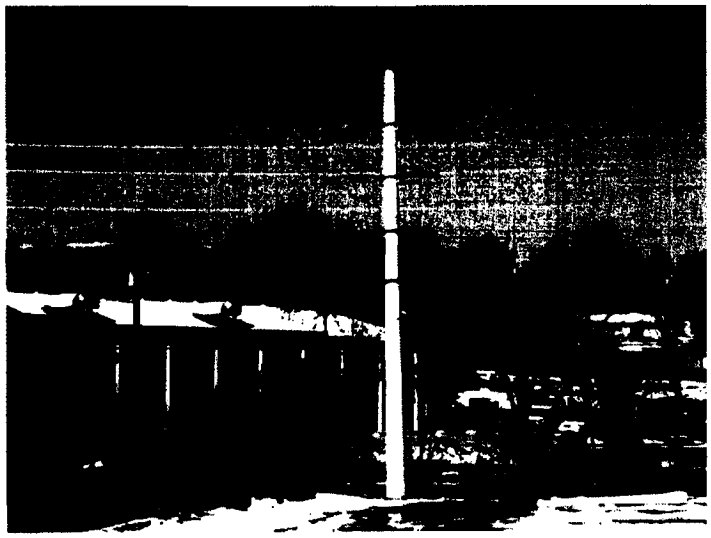
FIRE STATION #1

WHITE SPAR ROAD, EAST

WHITE SPAR ROAD, WEST



EXAMPLE OF 69kV LINE & POLE



LOOKING SOUTH ACROSS EAST PORTION OF EASEMENT AREA

LOOKING NORTH ACROSS EAST PORTION OF EASEMENT AREA

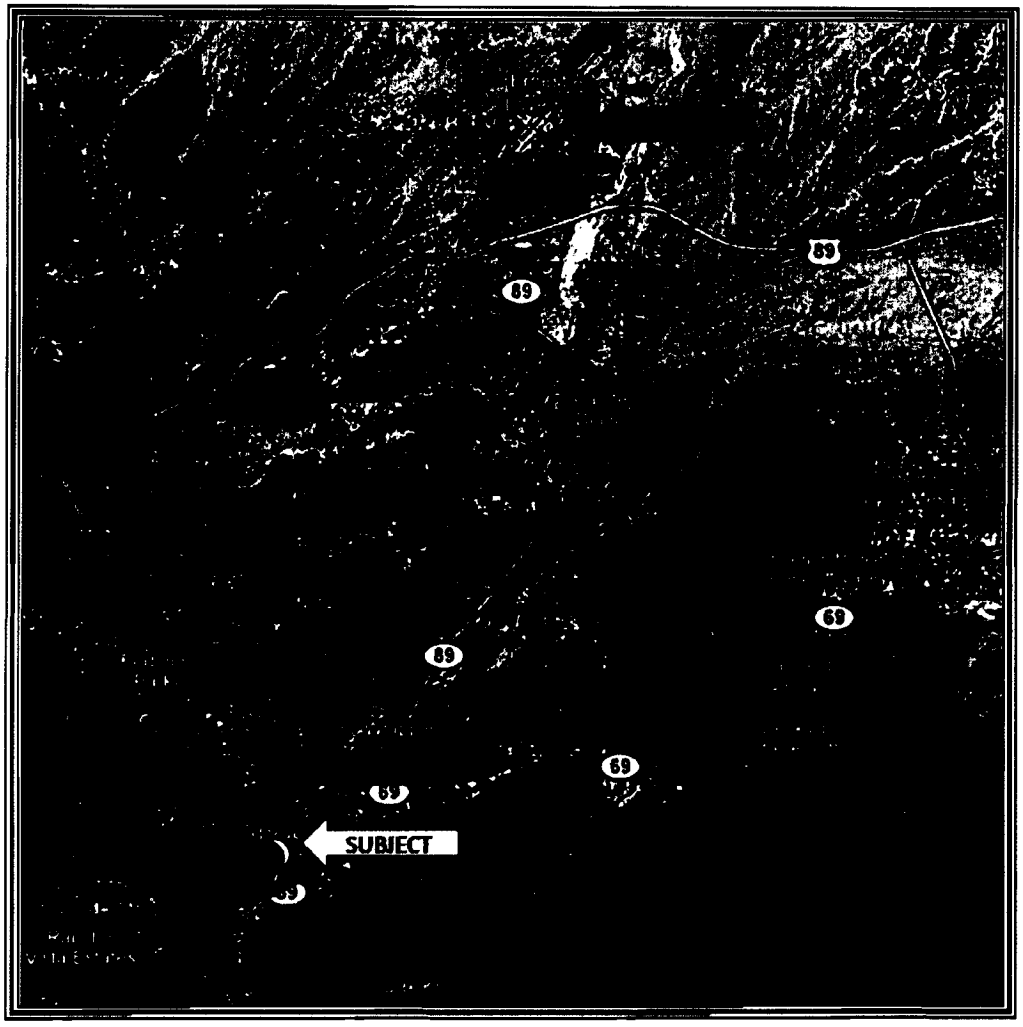
LOOKING EAST ACROSS SOUTHWEST PORTION OF EASEMENT AREA

LOOKING DOWN EAST PORTION OF EASEMENT AREA, TOP OF SLOPE

EXISTING WHITE SPAR APS SUBSTATION

EXAMPLE OF 1ST POLE MARKING MIDWAY THROUGH EASEMENT AREA

SALES AND LISTING COMPARABLES MAP



SALES COMPARABLE 1

Not For Public Distribution: Members Only

V 941160Closed	855 W GURLEY STREET, Prescott AZ 86305	$69,900
Orig List: ELIO KHALIFE (928) 541-1557 of FIRST AMERICAN INVESTMENT, LLC. / DENISE SATTERLEE (928) 541-1557		Agt: 4992
Sell: ELIO KHALIFE (928) 541-1557 of FIRST AMERICAN INVESTMENT, LLC.-0 / ELIO KHALIFE		Agt: 4992

County:	Yavapai	Area:	140	Incorp Area:	Yes
Subdiv:	Fleury - South West			Phase:	
Lot Size:	9122 SQ. FT.			Lot No.	A
List Type:	Exclusive Right to Sell	Rent/Lse:	No	Zoning: Irrig Rts:	BG
Apx Acres:	.21	Apx $/Acre:	$166,667	Fld Plain:	Verify
Section:		Twp:		Range:	
Tax Parcel:	109-06-114J	Nhood:		Land Type:	Commercial/Industrial

Legal: TO BE PROVIDED IN ESCROW

REO/Short Sale:	REO/Lender Owned Property				
HOA:	No	HOA Dues:		Y/M/Q/S:	
Taxes:	639	Tax Year:	2009	Assmnt$:	
Owner:				Phone:	() -
Builder:					

HOA Type:
Assmnt$ Y/S/M/Q:
Mfg/Mobile: No

Utils Installed:	WWT- City Sewer
Utils Available:	Cable TV , City Water , Electricity , Natural Gas , Telephone
Topo/Location:	Corner
Views:	Thumb Butte

Buildings:	- None	Pets:	- None
Lot Imprv:	- None	Restrict:	Commercial , Multi-Family
Soil Eval:	- None	Fencing:	- None
Rd Acc/Mnt:	ACCESS-City , MAINT-City	Rec Avail:	- None
Showing:	Call List Office	Finance:	Cash , Cash to New Loan
Subdiv Feat:	- None		

Directions: WEST GURLEY TO SOUTH EAST CORNER OF SAN CARLOS AND GURLEY.

Remarks: GREAT CORNER COMMERCIAL LOCATION. PRICED TO MOVE!!

Realtor ONLY: BANK OWNED, SOLD "AS IS", NO SPDS

List Date:	09/21/2009	Sell Price:	$35,000	How Sold:	Cash
Sold Date:	11/06/2009	Possession:	At Recordation	DOM/CDOM:	23 / 0
Pend Date:	10/14/2009	Expire Date:			
Withdrawn Dt:		Pend Take Backups Dt:		Orig List $:	$69,900
Internet:	Yes	List Exclusions:	- No		
Var Rate Comm:	No	Compensation % :	4	Compensation $:	

"This information is deemed reliable but not guaranteed. Offering subject to errors, omissions, prior sale, change or withdrawal without notice."
Copyright 2004 Prescott Area A.O.R.® 01/28/2010 09:50 AM

SALES COMPARABLE 2

Not For Public Distribution: Members Only

V 933209Closed	214 N McCormick St, Prescott Az 86301		$129,900
Orig List: JOHN GORDEN (928) 778-1010 of RE/MAX MOUNTAIN PROPERTIES / () -			Agt: 1647
Sell: Preston Grafman (928) 778-1010 of RE/MAX MOUNTAIN PROPERTIES-0 / Preston Grafman			Agt: 1647

County:	Yavapai	Area:	120	Incorp Area:	Yes
Subdiv:	All Of Area 120 Not Listed			Phase:	
Lot Size:	approx 100x140			Lot No.	2
List Type:	Exclusive Right to Sell	Rent/Lse:	No	Zoning: Irrig Rts:	BG
Apx Acres:	.37	Apx $/Acre:	$316,216	Fld Plain:	No
Section:		Twp:		Range:	
Tax Parcel:	113-15-018	Nhood:		Land Type:	Multi-Residential

Legal: 2)lots 113-15-0183 & 113-15-0196

REO/Short Sale:	Not Applicable				
HOA:	No	HOA Dues:	Y/M/Q/S:	HOA Type:	
Taxes:		Tax Year:	Assmnt$:	Assmnt$ Y/S/M/Q:	
Owner:			Phone: () -	Mfg/Mobile:	No
Builder:					

Utils Installed: Electricity , Water-City , WWT- City Sewer
Utils Available: City Sewer , City Water , Electricity
Topo/Location: Sloped-Gentle
Views: City

Buildings:	Shed	Pets:	Domestic
Lot Imprv:	Other See Remarks	Restrict:	Other See Remarks
Soil Eval:	Other See Remarks	Fencing:	Other See Remarks
Rd Acc/Mnt:	ACCESS-City , MAINT-City	Rec Avail:	- None
Showing:	Sign on Property	Finance:	1031 Exchange , Cash , Cash to New Loan
Subdiv Feat:	- None		

Directions: Gurley west on McCormick to 214/218

Remarks: Two commercial lots with water and sewer. Knockdown building on 214..Prefect for 2 duplexes. Walking distance to Prescott's Courthouse Square and Whiskey Row.

Realtor ONLY: 2 Lots included in price. NOTE: Seller is placing a $1500 bonus at COE to the selling broker if closed by September 15, 2009.

List Date:	11/03/2008	Sell Price:	$117,000	How Sold:	Cash to New Loan
Sold Date:	01/12/2010	Possession:	At Recordation	DOM/CDOM:	350 / 66
Pend Date:	10/27/2009	Expire Date:			
Withdrawn Dt:		Pend Take Backups Dt:		Orig List $:	$159,900
Internet:	Yes	List Exclusions:			
Var Rate Comm:	No	Compensation % :	3	Compensation $:	

"This information is deemed reliable but not guaranteed. Offering subject to errors, omissions, prior sale, change or withdrawal without notice."
Copyright 2004 Prescott Area A.O.R.® 01/28/2010 10:04 AM

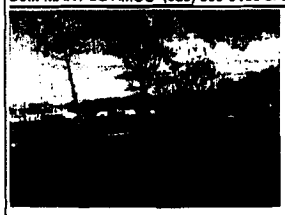
SALES COMPARABLE 3

Not For Public Distribution: Members Only

V 934981Closed | 907 Gail Gardner Way, Prescott AZ 86305 | $499,000

Orig List: DEBORAH BUTITTA (928) 308-1117 of CARRERA INVESTMENTS, LLC / () - | Agt: 1586

Sell: MARY JO AMOS (928) 899-6133 of SUNCREST REAL ESTATE & DEVELOPMENT-0 / | Agt: 6328



County:	Yavapai	Area:	110	Incorp Area:	Yes
Subdiv:	All Of Area 110 Not Listed			Phase:	
Lot Size:	53,000 SF			Lot No.	C&D
List Type:	Exclusive Right to Sell	Rent/Lse:	No	Zoning:	MF-M
				Irrig Rts:	No
Apx Acres:	1.22	Apx $/Acre:	$266,393	Fld Plain:	No
Section:		Twp:		Range:	
Tax Parcel:	115-08-034D	Nhood:		Land Type:	Commercial/Industrial

Legal: A Rec Pcl,w2,se4;Nw Cor Approx 1205'n,914'e From Sw Cor Of Sec 29-14-2w .41 (Desc)225/154&155,759/52

REO/Short Sale:	Not Applicable				
HOA:	No	HOA Dues:	Y/M/Q/S:	HOA Type:	
Taxes:	228	Tax Year: 2008	Assmnt$:	Asamnt$ Y/S/M/Q:	
Owner:	B&R Commercial Group Llc		Phone: () -	Mfg/Mobile:	No
Builder:					

Utils Installed: Water-City , WWT- City Sewer , Other See Remarks
Utils Available: Cable TV , City Sewer , City Water , Electricity , Natural Gas
Topo/Location: Level
Views: Other See Remarks

Buildings:	- None	Pets:	Domestic
Lot Imprv:	Curbs , Sidewalk(s) , Other See Remarks	Restrict:	Multi-Family , Other See Remarks
Soil Eval:	Other See Remarks	Fencing:	Chain Link
Rd Acc/Mnt:	ACCESS-City , MAINT-City	Rec Avail:	Record of Survey , Other See Remarks
Showing:	Call List Office , Sign on Property	Finance:	Cash , Lot Release , May Split , Submit to OMC
Subdiv Fest:	- None		

Directions: GAIL GARDNER SOUTH OF IRON SPRINGS. EAST SIDE OF STREET. WITHIN A HALF BLOCK OF MAJOR LIGHTED INTERSECTION OF IRON SPRINGS/GAIL GARDNER WAY

Remarks: MULTI-FAMILY,office,medical, use CONVENIENT LOCATION 1/2 BLOCK TO SHOPPING AT THE BOULDERS/WAL-MART CENTER AND HOSPITAL. 8" CITY SEWER TRUNK ON SITE, 2-6" WATER LINE ON SITE. SITE & BUILDING PLANS, ENGINEERING, SOIL REPORT, TOPO AVAILABLE TO QUALIFIED BUYER. Site could be FOR 20 CONDO UNITS (5-4 PLEX IS CURRENT SITE PLAN) OR SOLD AS SEPERATE LOTS FOR NOB OR MULTI FAMILY USE. Project may qualify for State Affordable Housing Stimulus Pkg.

Realtor ONLY: please call listing office for more information OMC / Qualified Buyer

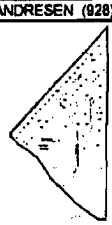
List Date:	01/28/2009	Sell Price:	$325,000	How Sold:	Cash
Sold Date:	01/11/2010	Possession:	At Recordation	DOM/CDOM:	299 / 344
Pend Date:	11/24/2009	Expire Date:			
Withdrawn Dt:		Pend Take Backups Dt:		Orig List $:	$749,000
Internet:	Yes	List Exclusions:			
Var Rate Comm:	No	Compensation % :	2	Compensation $:	0

"This information is deemed reliable but not guaranteed. Offering subject to errors, omissions, prior sale, change or withdrawal without notice."
Copyright 2004 Prescott Area A.O.R.® 01/28/2010 09:49 AM

SALES COMPARABLE 4

Not For Public Distribution: Members Only

V 904481Closed	2111 GULF STREAM, Prescott AZ 86301	$328,100
Orig List: DENNIS COLGAN (928) 776-9252 of WEST USA OF PRESCOTT / HOLLY JORDAN (928) 777-8331		Agt: 3949
Sell: TRISI ANDRESEN (928) 778-2525 of RED ARROW REAL ESTATE-0 / TRISI ANDRESEN		Agt: 2081



County:	Yavapai	Area:	130	Incorp Area:	Yes
Subdiv:	Prescott Airpark			Phase:	
Lot Size:				Lot No.	48
List Type:	Exclusive Right to Sell	Rent/Lse:	No	Zoning:	IND L
				Irrig Rts:	No
Apx Acres:	1.26	Apx $/Acre:	$249,551	Fld Plain:	No
Section:	25	Twp:	15N	Range:	2W
Tax Parcel:	102-03-065	Nhood:		Land Type:	Commercial/Industrial

Legal: PORTION OF SEC 25, TWSP 15N, RG 2W, OF GILA AND SALT RIVER BASE + MERIDIAN.

REO/Short Sale:	Not Applicable				
HOA:	Yes	HOA Dues: 0	Y/M/Q/S: Year	HOA Type:	Homeowners
Taxes:		Tax Year:	Assmnt$:	Assmnt$ Y/S/M/Q:	
Owner:			Phone: () -	Mfg/Mobile:	No
Builder:					

Utils Installed: None , Other See Remarks
Utils Available: 3 Phase , City Sewer , City Water , Electricity , Telephone , Underground , Other See Remarks
Topo/Location: Level , Sloped-Gentle
Views: Mountains , Panoramic

Buildings:	- None	Pets:	- None
Lot Imprv:	Curbs , Gutters , Other See Remarks	Restrict:	Architecture , Commercial , Industrial , Other See Remarks
Soil Eval:	Not Applicable	Fencing:	- None
Rd Acc/Mnt:	ACCESS-City , ACCESS-Paved , MAINT-City	Rec Avail:	Record of Survey
Showing:	Seller is Relative , Sign on Property , Other See Remarks	Finance:	Cash , Cash to New Loan
Subdiv Feat:	- None		

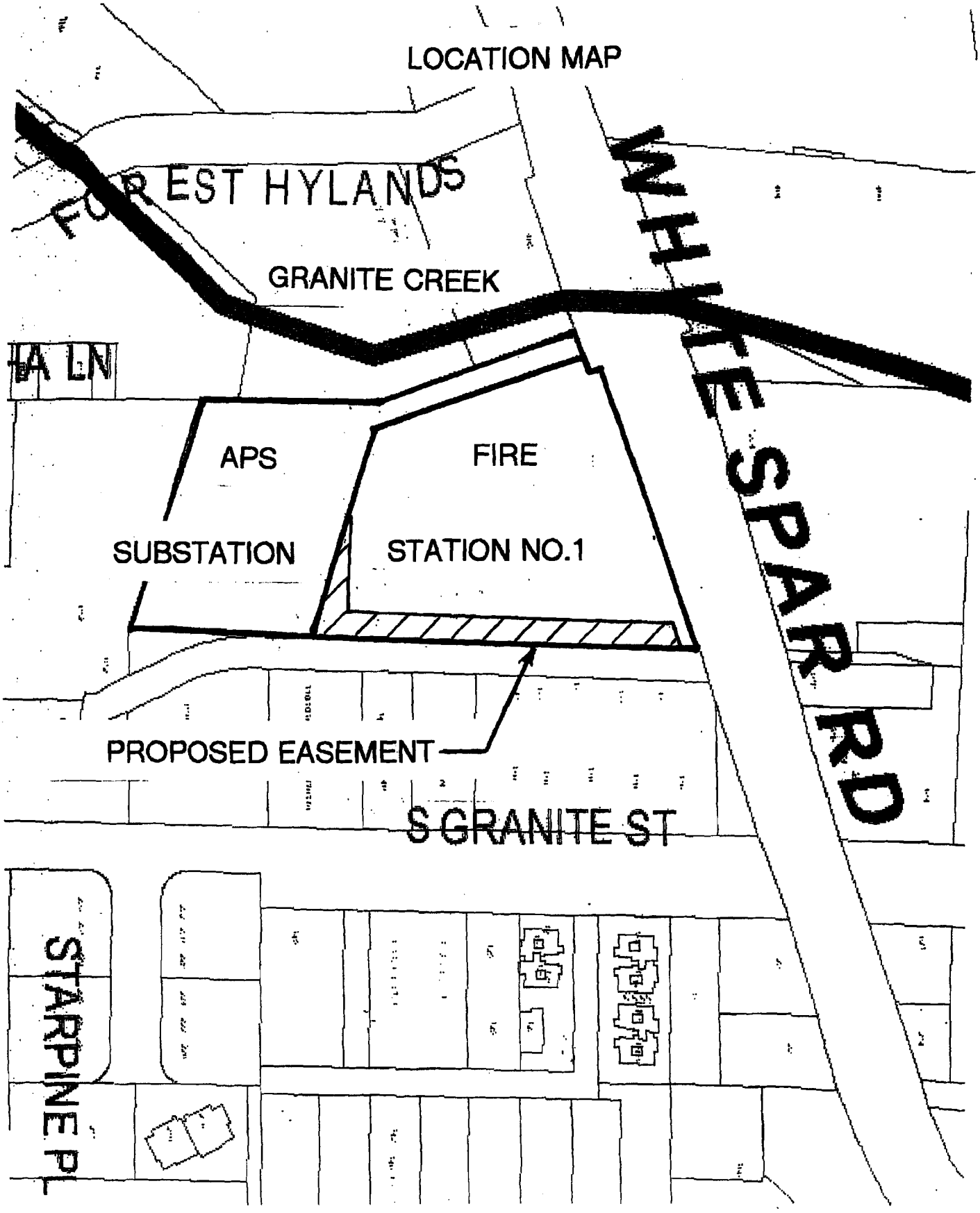
Directions: HWY 89 TO 89A E TO RIGHT ON WILKENSON DR, FOLLOW TO SIGNS.

Remarks: PRESCOTT'S PREMIER INDUSTRIAL DEVELOPMENT. CENTRALLY LOCATED AT THE PRESCOTT AIRPORT FOR INTERSTATE AND INTRASTATE COMMERCE. INCLUDES SEWER, WATER, PAVED RDS AND 3 PHASE ELECTRIC TO THE LOTS. CONTRACTOR'S ESTIMATED TIME OF COMPLETION FOR ENTIRE SUBDIVISION 4/01/07 (SOME LOTS SOONER) BLDG PLANS MUST BE APPROVED BY FAA PRIOR TO CONSTRUCTION.

Realtor ONLY: SIGNS WITH PARCEL NUMBERS COMING SOON. FOR PLAT CALL LIST AGENTS. REGINA MITCHELL ALSO CO-AGENT, CELL# 928-925-8586.

List Date:	06/19/2006	Sell Price:	$314,434	How Sold:	Cash
Sold Date:	07/01/2008	Possession:	At Recordation	DOM/CDOM:	458 / 458
Pend Date:	09/20/2007	Expire Date:			
Withdrawn Dt:		Pend Take Backups Dt:		Orig List $:	$328,100
Internet:	Yes	List Exclusions:			
Var Rate Comm:	No	Compensation % :	4	Compensation $:	

"This information is deemed reliable but not guaranteed. Offering subject to errors, omissions, prior sale, change or withdrawal without notice."
Copyright 2004 Prescott Area A.O.R.® 01/28/2010 10:02 AM


LOCATION MAP
FOREST HYLANDS
GRANITE CREEK
WHITE SPAR RD
APS
SUBSTATION
FIRE
STATION NO.1
PROPOSED EASEMENT
S GRANITE ST
STARPINE PL

II-C

COUNCIL AGENDA MEMO – 02/16/10 & 02/23/10

DEPARTMENT: Community Development

AGENDA ITEM: Preliminary Plat Granite Dells Estates Commercial Planned Area Development. Including 206 acres located South of State Route 89A, APN's 103-04-001L, 001M, 001Q, 002A, 003B, 009B, 009C. Owner: Granite Dells Estates Properties Inc. Mike Fann; Agent: Lyon Engineering, Scott Lyon, Kevin Horton, File No. PP09-001

Approved By:	**Date:**
Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood	02/11/10

This application for Preliminary Plat approval for the Granite Dells Estates Commercial Planned Area Development (PAD), was packaged for Council's review last April, however the item was taken off the agenda with the agreement of the property owner because of ongoing discussions associated with the SR 89A-Granite Dells Parkway Interchange Project.

The Preliminary Plat shows the following development pattern for a total of 206 acres;

1. Tract A (purple on the color coded plat/map) divided into 13 lots ranging in size from 12.25 acres to 1.85 acres. This area has Industrial General (IG) zoning. Fann Contracting intends to develop Lot C1 as the location of their office and operations, maintenance yard.

2. Tract B (yellow) divided into 10 lots ranging in size from 11.59 acres to 1.10 acres. This area has Business General (BG) zoning.

3. Tract C (pink) divided into 2 lots, one at 13.99 acres and the other at 13.53 acres. This area has Business General (BG) zoning.

4. Tract D (green) divided into 6 lots ranging in size from 1.48 acres to 0.92 acres. This area has Industrial Light (IL) zoning and also includes 1.03 acres of open space.

5. Tract E (brown) divided into 2 lots, one at 12.96 acres and the other at 7.47 acres. These lots have BG zoning.

6. Tract F (blue) includes 1 lot at 13.38 acres with BG zoning. Tracts E and F show the public utility and access easements as shown on the earlier GDE Preliminary plat and necessary for the Izona property and the City water facilities site.

The overall Granite Dells Estates (GDE) Development has been the subject of numerous reviews and approvals, including but not limited to:

- ANX 07-002, the annexation of the GDE area including 1,142 acres, Ordinance No. 4632-0834, 11/30/07.

- Development Agreement No. 2008-164, Resolution No. 3864-0832, Including a Master Plan, 11/30/08.

- RZ08-002, the zoning of GDE, including Residential, Commercial and Industrial Districts, Ordinance No. 4651-0853, 5/27/08.

- PP08-002 Preliminary Plat for a the overall area of 1,095 acres, showing residential, commercial and industrial areas and including waivers associated with final plat submittal and grading requirements, 5/27/08.

- The current Preliminary Plat application for the GDE Commercial PAD, 206 acres, is consistent with the approved Master Plan and zoning districts as noted above.

DEVELOPMENT SCHEDULE SUMMARY

The development schedule is summarized as follows:

1. Construction of the Airport Zone 18" water main by the City, extending from Pinion Oaks/Pioneer Parkway easterly to the SR89/89A intersection is complete and operational.

2. Construction of the Airport Zone 12" water main, connecting to the 18" main described above, extending to the Side Road Connector is complete and operational.

3. GDE to extend sewer mains through the easement from Side Road area through Phase 1 area. Water mains will be extended via Granite Dells Parkway.

4. City to construct water storage and pumping facilities including a tank site, pump station and 2 well sites (with well site locations to be determined), and an 18" water line to the reservoir in accordance with the pre-annexation development agreement dated 11/30/07 between the City of Prescott and Granite Dells Estates Properties, Section, 5.02.01, 5.02.02 and 5.02.03.

5. Construction of the SR89A - Granite Dells Parkway Interchange is in progress with completion anticipated by June 2011.

6. The City has issued a Grading Permit (ES0906-003) allowing grading activity on approximately 150 acres. This permit was issued in relation to the wavier approved by Council with the earlier Preliminary Plat. The areas being mass graded include the area noted as "Phase 1 Commercial" on the Preliminary Plat including Tract A (violet), Tract B (yellow) and Tract D (green), Tract DDD and Tract EEE (magenta).

GENERAL PLAN AND AIRPORT SPECIFIC AREA PLAN

A review of the City's General Plan and the Airport Specific Area Plan occurred with the earlier approvals for GDE. The Master Plan, Zoning and Preliminary Plats are considered to be consistent with both the General Plan and the Airport Specific Area Plan.

PEAVINE TRAIL

A Council workshop has been scheduled for February 23rd to present policy options for Council consideration. The GDE preliminary plat is being presented on Feb. 16th so that City Council may be familiar with the plat in context of the Road 39 trail crossing. The Council's first opportunity to approve the preliminary plat will be after the trail crossing policy discussion. Approval of the preliminary plat has no significant bearing on whether the Road 39 Peavine Trail Crossing is at grade or grade separated. The Road 39 trail crossing will be addressed prior to final plat approval.

ROAD STANDARDS AND CONNECTIVITY

Road specifications were defined in the Development Agreement. This preliminary plat includes the street section drawings. Road specifications are summarized as follows:

1. Granite Dells Parkway shall have a ROW width of one-hundred feet (100') within the platted area. This roadway section will include 4 traffic lanes, 1 center turn lane, 2 bike lanes, curb, gutter, sidewalk both sides (sidewalks are shown as adjacent to the curb rather than separated from roadway by parkway). GDE has indicated that they will build this road to the full specification as part of the initial construction rather than utilizing the option provided in the Development Agreement for a narrower roadway with full completion at a later date.

2. Granite Dells Parkway, southwesterly from Dells Ranch Road to the old SR89A underpass of the Peavine Trail. At a future date this road will connect westerly to SR89 in the vicinity of the Phippen Museum. This roadway section will include 100' of ROW, 4 travel lanes, 1 center turn lane, 2 bike lanes, curb, gutter, sidewalk both sides. This road will be fully dedicated with the final plat; however construction of the road will be phased. GDE will build the Phase 1A portion of this road to the full specification as part of the initial construction.

3. Internal Commercial Streets, Roads 40, 41 and 43. ROW width 60', 2 travel lanes, parking lanes, curb, gutter, sidewalk both sides.

4. Internal Commercial Streets, Roads 39 and 42, ROW width 70', 2 travel lanes, center turn lane, bike lanes curb gutter, sidewalks both sides. Portions of Rd. 39 are located outside of the annexed area. The permitting process (Yavapai County/City) needs to be defined. The property to the west is not owned by GDE. This roadway segment will require dedication as public right-of-way, by the property owner, at final plat.

WATER AND WASTE WATER UTILITIES

1. Per the pre-annexation development agreement dated 11/30/07 between the City of Prescott and Granite Dells Estates Properties, Section 5.02.01 and 5.02.02, two well sites are required for this project with exact locations to be determined as a result of a hydrogeologic study to be conducted by the City.

2. The initial sewer service will occur by extending lines from the Side Road, Centerpointe East area. However additional sewer capacity will need to be constructed off-site (not developer responsibility) to serve future phases of this development and adjoining lands.

DRAINAGE ANALYSIS

The Preliminary Drainage analysis was submitted and reviewed as part of the grading plan review and the issuance of the grading permit. The drainage analysis will be refined as the design of infrastructure occurs between the approval of this Preliminary Plat and the submittal of a final Plat.

Agenda Item: Granite Dells Estates, Commercial PAD Preliminary Plat, PP09-001

PLANNING COMMISSION REVIEW AND RECOMMENDATION

The Commission reviewed this Preliminary Plat at meetings on February 26 and March 12, 2009. The Commission visited the site on March 5, 2009. A summary of the Commission's discussions follows:

- Land Use; The overall land use plan was viewed as consistent with the earlier GDE submittals.

- Road Standards; The Commission requested and received clarification on road development standards.

- Preliminary Grading Plan; The Commissions discussions touched upon the following;
  1. Opportunity for a greater amount of terracing.

  2. Opportunity for some of the cut and fill slopes to be more natural in appearance with a combination of undulating slopes and angular slopes. This may be useful where grading activity approaches the Peavine Trail right-of-way.

  3. Opportunity for better drainage planning, design and management through the mass grade approach rather than individual site/pad grading.

- Road Crossings of the Peavine Trail; The commission included the following in their recommendation for the trail/road intersections and/or crossings:

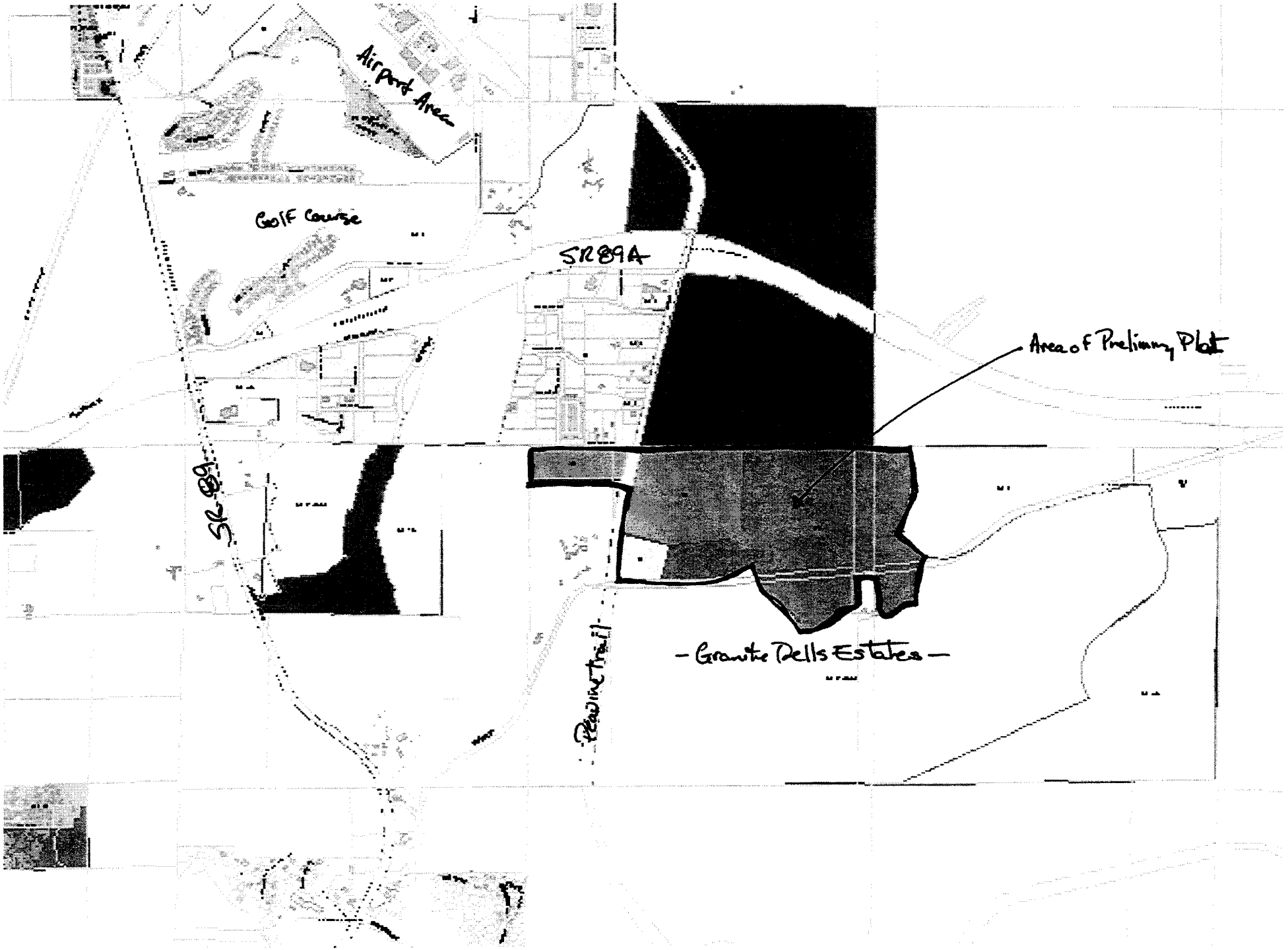
  1. That the City develop and adopt standards and policies for road and trail intersections and crossings prior to consideration of the final plat.

The Commission concluded it's review by voting (4:1) to approve the Preliminary Plat for the Granite Dells Estates Commercial PAD with the condition that all Department and agency comments be addressed prior to the submittal of a final plat for any phase or unit of development. Commissioner Gardner cast the vote against the project citing a preference for the site to be graded for specific uses rather than mass graded for general development purposes.

Attachments

Vicinity Map
Preliminary Plat
Department & Agency Comments

Recommended Action: MOVE to approve the Preliminary plat for the Granite Dells Estates Commercial PAD subject to condition that all Department and Agency comments be addressed prior to the submittal of a final plat for any phase or unit of development.


Airport Area
Golf Course
SR89A
SR89
Area of Preliminary Plat
Granite Dells Estates
Prescott Trail

PRELIMINARY PLAT

GRANITE DELLS ESTATES COMMERCIAL P.A.D.

PRELIMINARY PLAT INTERSECTION LEGEND

①	FUTURE SIGNALIZED INTERSECTION
②	POTENTIAL NORTHBOUND RIGHT IN / RIGHT OUT SPACED MINIMUM 330' FROM INTERSECTION (FEASIBILITY TO BE DETERMINED DURING FINAL DESIGN BASED ON SIGHT DISTANCES AND VERTICAL DESIGN)
③	ROUNDABOUT
④	POTENTIAL EASTBOUND RIGHT IN / RIGHT OUT SPACED MINIMUM 330' FROM INTERSECTION (FEASIBILITY TO BE DETERMINED DURING FINAL DESIGN BASED ON SIGHT DISTANCES AND VERTICAL DESIGN)
⑤	FUTURE SIGNALIZED INTERSECTION

PRELIMINARY PLAT LAND OWNERSHIP LEGEND

ID	OWNER:	A.P.N.	BOOK AND PAGE
(A)	TNT MAKELA FAMILY LP III	103-01-581	BK. 54, PGS. 92-94
(B)	CARLSON PAUL W	103-01-579C	BK. 54, PGS. 92-94
(C)	CONERY SHARON R TRUST	103-01-042	BK. 3001, PG. 339
(D)	CONERY SHAREN TRUST	103-01-043	BK. 3001, PG. 340
(E)	KNOX KIRBY	103-01-040R	N/A
(F)	HECKETHORN THOMAS DAVID & BETTY C JT	103-01-040Q	N/A
(G)	HECKETHORN THOMAS DAVID & BETTY C JT	103-01-040K	N/A

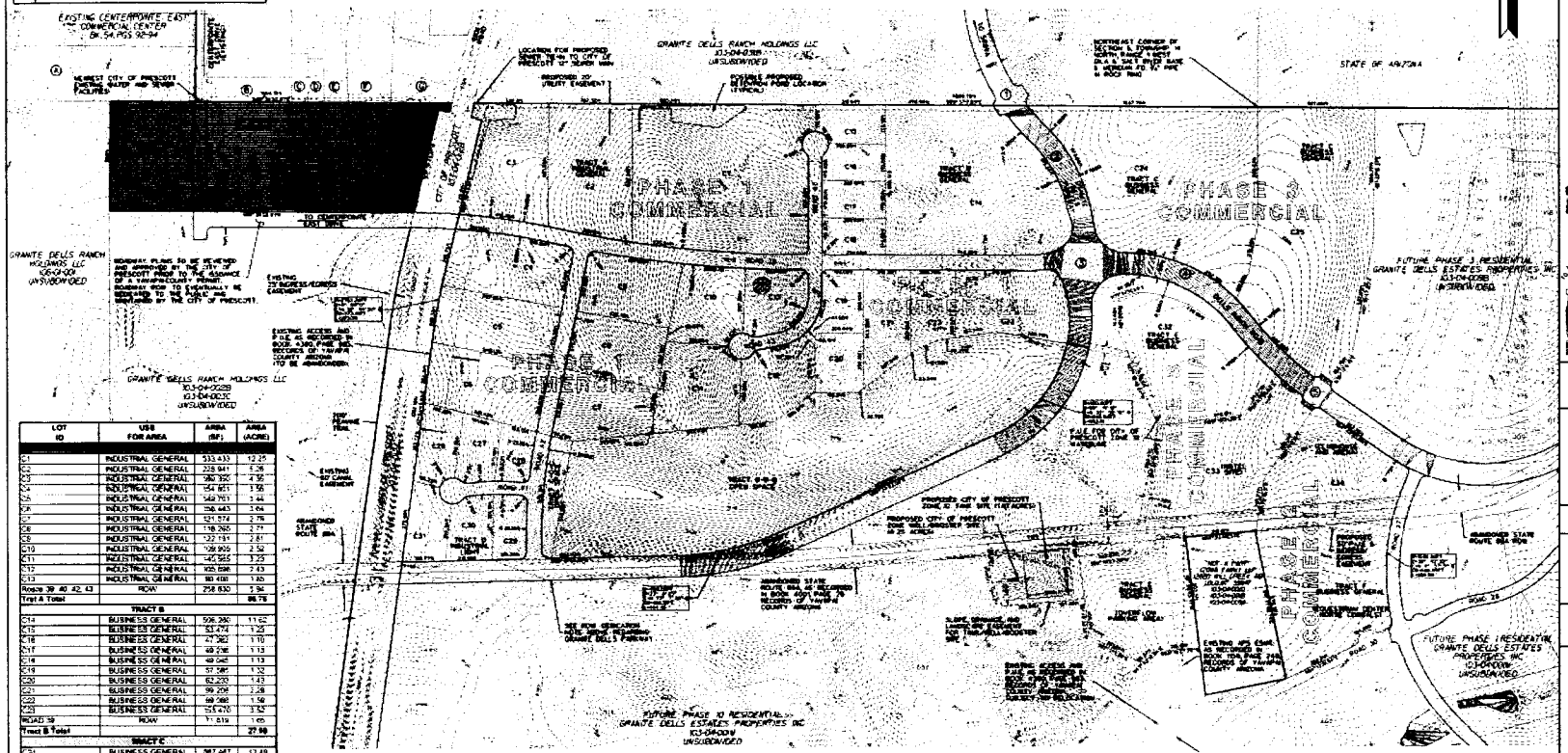
RIGHT-OF-WAY DEDICATION NOTE:

ALTHOUGH ROADWAY, UTILITY, AND DRAINAGE IMPROVEMENTS ARE NOT PROPOSED FOR GRANITE DELLS PARKWAY SOUTH OF THE ROUNDABOUT AS A PART OF THE PHASE 1 IMPROVEMENTS, A 100' RIGHT-OF-WAY FOR FUTURE GRANITE DELLS PARKWAY EXTENDING TO THE WEST PROPERTY BOUNDARY WILL BE DEDICATED AS A PART OF THE PHASE 1 COMMERCIAL FINAL PLAT PER THE CITY'S REQUEST.

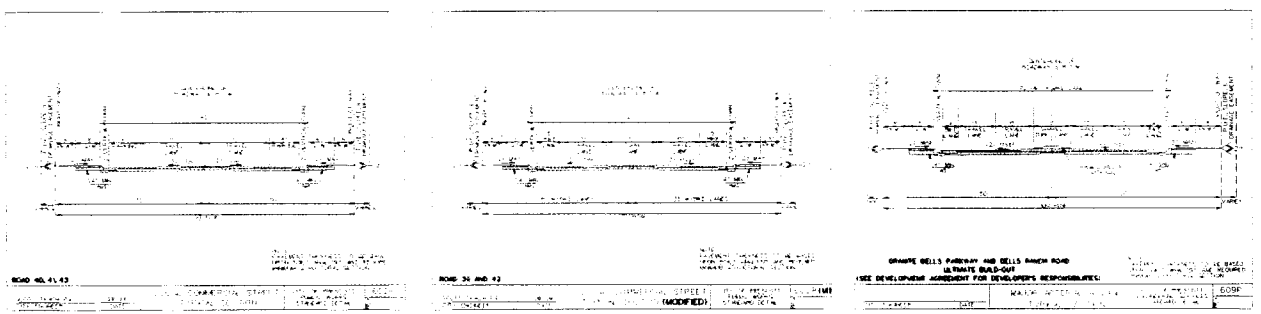
N

0 25' 50'

DRAWING SCALE
1" = 250 FT

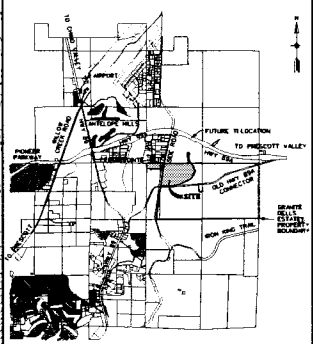


LOT ID	USE FOR AREA	AREA (SF)	AREA (ACRE)
C1	INDUSTRIAL GENERAL	533,433	12.25
C2	INDUSTRIAL GENERAL	235,941	5.36
C3	INDUSTRIAL GENERAL	380,390	4.36
C4	INDUSTRIAL GENERAL	154,801	3.55
C5	INDUSTRIAL GENERAL	548,761	3.46
C6	INDUSTRIAL GENERAL	158,443	3.64
C7	INDUSTRIAL GENERAL	121,574	2.79
C8	INDUSTRIAL GENERAL	118,265	2.71
C9	INDUSTRIAL GENERAL	122,191	2.81
C10	INDUSTRIAL GENERAL	109,905	2.52
C11	INDUSTRIAL GENERAL	142,565	3.25
C12	INDUSTRIAL GENERAL	105,898	2.43
C13	INDUSTRIAL GENERAL	80,430	1.85
Roads 39 40 42 43	ROW	258,830	5.94
Tract A Total			86.78
	TRACT B		
C14	BUSINESS GENERAL	506,260	11.62
C15	BUSINESS GENERAL	53,474	1.25
C16	BUSINESS GENERAL	47,382	1.10
C17	BUSINESS GENERAL	48,296	1.13
C18	BUSINESS GENERAL	49,042	1.13
C19	BUSINESS GENERAL	57,586	1.32
C20	BUSINESS GENERAL	62,220	1.43
C21	BUSINESS GENERAL	99,206	2.28
C22	BUSINESS GENERAL	69,086	1.58
C23	BUSINESS GENERAL	154,470	3.55
ROAD 38	ROW	71,819	1.65
Tract B Total			27.98
	TRACT C		
C24	BUSINESS GENERAL	387,487	13.49
C25	BUSINESS GENERAL	609,338	13.99
Tract C Total			27.48
	TRACT D		
C26	INDUSTRIAL LIGHT	64,582	1.48
C27	INDUSTRIAL LIGHT	53,445	1.23
C28	INDUSTRIAL LIGHT	39,913	0.92
C29	INDUSTRIAL LIGHT	45,477	1.04
C30	INDUSTRIAL LIGHT	57,580	1.32
C31	INDUSTRIAL LIGHT	64,030	1.47
TRACT C,C,C	OPEN SPACE	44,452	1.02
ROADS 41 42	ROW	78,008	1.81
Tract D Total			16.18
	TRACT E		
C32	BUSINESS GENERAL	282,866	6.49
C33	BUSINESS GENERAL	574,811	13.20
Tract E Total			19.68
	TRACT F		
C34	BUSINESS GENERAL	584,764	13.41
Tract F Total			13.41
TRACT B-C-D	OPEN SPACE	1,188,282	26.77
Open Space Total			26.77
TRACT D-D-D	INDUSTRIAL GENERAL	191,177	4.38
TRACT E-E-E	INDUSTRIAL GENERAL	502,529	11.54
CIPE EAST DRIVE	ROW	39,102	0.90
Industrial General Totals Total			16.82
PHASE 1 RESIDENTIAL RIGHT OF WAY			
DAN AND GOP	ROW	660,521	15.42
Phase 1 ROW Total			15.42
TOTAL PAC AREA			214.43



LOCATION MAP

NOT TO SCALE



DESCRIPTION OF PROJECT

GRANITE DELLS ESTATES COMMERCIAL WILL CONSIST OF 13 INDUSTRIAL GENERAL, BUSINESS GENERAL, AND INDUSTRIAL LIGHT SITES ON APPROXIMATELY 214 ACRES.

SITE DATA

ACCESSOR PARCELS NUMBERS: 103-04-003M, 103-04-003L, 103-04-003B, 103-04-001C, 103-04-009C, 103-04-003B, 103-04-002A

NET SITE AREA = 214.43 ACRES
OPEN SPACE AREA = 27.79 ACRES (12.96%)

13 BUSINESS GENERAL LOTS
17 INDUSTRIAL GENERAL LOTS
6 INDUSTRIAL LIGHT LOTS
3 OPEN SPACE TRACTS
2 INDUSTRIAL GENERAL TRACTS

ZONING

CURRENT ZONING: IG, IL, BG

UTILITIES

ELECTRICITY: ARIZONA PUBLIC SERVICE
GAS: UNISOURCE ENERGY SERVICES
TELEPHONE: QWEST
CABLE TV: CABLE ONE
WATER: CITY OF PRESCOTT
SEWER: CITY OF PRESCOTT
GARBAGE: CITY OF PRESCOTT

LEGAL DESCRIPTION

PORTIONS OF SECTION 5 AND 8, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE G & S AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

PAC PLAN SYMBOL LEGEND

- POTENTIAL PROVIDED RETENTION POND LOCATION
- EXISTING 2' CONTOUR
- LOT ID
- AREA OF PAC
- APPROXIMATE LOCATION OF IDENTIFIED ARCHAEOLOGICAL SITES BY ENVIROSYSTEMS MANAGEMENT, INC. MITIGATION COMPLETED PER ANTIQUA ARCHAEOLOGY, LLC

OWNER

GRANITE DELLS ESTATES PROPERTIES, INC.
GRANITE DELLS ESTATES PROPERTIES II, INC.
1403 INDUSTRIAL WAY
PRESCOTT, ARIZONA 86301
(928) 778 - 0170
PROJECT CONTACT:
MICHAEL FANN

ENGINEERS/SURVEYORS

DRAWN: KDH DESIGN: KDH JOB#: 614-10

DATE OF PREPARATION: 01/23/2009
DATE OF REVISIONS: 2/10/2010

SCOTT A. LYON, P.E.

LYON ENGINEERING
Civil Engineers • Land Surveyors
3623 CROSSINGS DRIVE
PRESCOTT, AZ 86305
(928) 778-1750
FAX: (928) 776-0605

55898 SCOTT A. LYON REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A.

EXPIRES 3-31-10

SHEET: 1 OF 1

II-D

COUNCIL AGENDA MEMO – 02/16/10 & 02/23/10	
DEPARTMENT: ECONOMIC DEVELOPMENT	
AGENDA ITEM: DOWNTOWN MANAGEMENT AGREEMENT WITH PRESCOTT DOWNTOWN PARTNERSHIP FOR 2010	

Approved By:	**Date:**
Department Head: Jane Bristol	**2/10/10**
Finance Director:	
City Manager:	02/11/10

BACKGROUND

The attached Downtown Management Agreement with the Prescott Downtown Partnership (PDP) continues the city's financial relationship with this organization through calendar year 2010. The PDP Executive Director administers the Arizona Main Street program on behalf of the city and in this capacity has maintained National Main Street status for Prescott. In addition, the organization has applied for and received numerous grants from the Main Street program to benefit downtown Prescott.

For the last several years, the city's contribution to support PDP has been derived from 60% of the $25 vendor fees collected from events held on the Courthouse Plaza. A schedule detailing the amount due in 2010 is attached as Exhibit "A" to the agreement.

DETAILS

The city's financial contribution is used to help fund the PDP manager's position. In return, the manager works with Yavapai County to organize downtown events and fulfills the requirements of the National and State Main Street programs.

The PDP Board of Directors will update Council on their activities at the study session of February 16th.

FINANCIAL IMPACT

During 2009, $24,800 was collected from vendor fees from 10 events, of which $14,880 will be allocated to the PDP. The allocation is budgeted in the General Fund because revenues are received in that fund.

Recommended Action: MOVE to approve the Downtown Management Agreement with the Prescott Downtown Partnership for 2010, authorizing payment of $14.880.00.

DOWNTOWN MANAGEMENT AGREEMENT
2010

THIS AGREEMENT, by and between the CITY OF PRESCOTT (hereinafter referred to as "City"), an Arizona municipality, and the PRESCOTT DOWNTOWN PARTNERSHIP (hereinafter referred to as "PDP") a non-profit organization existing under the laws of the State of Arizona.

WHEREAS the City has the authority to enter into this Agreement pursuant to ARS §9-493 and ARS §9-500.11; and

WHEREAS it is in the best interests of the City of Prescott for the City to enter into this Agreement in order to ensure the future viability of the greater downtown Prescott area and participate in the Arizona and National Main Street Programs.

NOW, THEREFORE, IN CONSIDERATION of the mutual 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. The City shall provide to the PDP a sum in an amount of fourteen thousand eight hundred eighty dollars ($14,880) for the 2010 calendar year per Exhibit "A" attached. This payment is based on 60% of vendor fees collected for events held on the Courthouse plaza as determined by the City's Budget and Finance Department. Said payment will be made within fifteen (15) days after the approval of this agreement.

2. The PDP shall expend all funds received from the City pursuant to Paragraph 1 above solely for the following purposes: to assist the PDP in funding a downtown manager position, who, in turn, will be charged with responsibilities including, but not limited to, the following: the administration of the Prescott Main Street program; the organization of downtown special events; the encouragement and facilitation of the physical development of downtown; act as a downtown liaison between the PDP and the City; and other tasks as assigned by the PDP Board of Directors.

3. The PDP shall continue to fulfill all of the requirements to remain an active Arizona Main Street Community.

4. Working in concert with the Arizona Department of Commerce or its designee, the PDP shall continue to meet the standards of performance required for National Main Street designation.

5. Strategic planning for the PDP shall include strategies outlined in the Focused Future II Strategic Plan for Economic Development.

6. The PDP shall submit to the City's Economic Development Department a written monthly report which shall be disseminated to the Mayor and Council of the City of Prescott within ten (10) days.

7. The PDP shall make an annual report to the Mayor and Council regarding the PDP's activities for the prior calendar year. Said report shall be made in the first quarter of each calendar year.

8. The PDP shall allow representatives of the City to review and make available for inspection any and all records, disbursements, expenditures and other documents relating to the expenditure of the above funds during normal business hours at the offices of the PDP.

9. The PDP 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 PDP's receipt of or expenditure of monies pursuant to this agreement, whether said claim, liabilities, expenses or lawsuits arise by the acts or omissions of the PDP or its agents or whether by the acts or omissions of third persons.

10. Pursuant to ARS §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 for the agreement arising as a result of this agreement.

11. 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.

12. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS §12-341.01(A) and (B), or pursuant to any other state or federal statute.

13. PDP, 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. PDP 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.

14. It is expressly agreed and understood by and between the parties that PDP is an independent contractor, and as such neither PDP, its employees or agents shall become a City employee, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Section 1 above. As an independent contractor, PDP 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, PDP further agrees that it and its employees and agents will conduct themselves in a manner consistent with such status, and that they will neither hold themselves out nor claim to be an officer or employee of the City by reason thereof, and that they 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.

15. 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.

16. This Agreement is non-assignable by the PDP.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this _23rd____ day of February, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

ELIZABETH A. BURKE
City Clerk

APPROVED AS TO FORM:

GARY D. KIDD
City Attorney

DATED this _____ day of February, 2010.

PRESCOTT DOWNTOWN PARTNERSHIP

By: _____
Cliff Petrovsky, President

ATTEST:

_____
Patti Ezell, Corporate Secretary

EXHIBIT "A"

Square Events for Calendar 2009

Mountain Artists	$2,675.00
Mountain Artists	$2,500.00
Chamber Event	$3,400.00
Rodeo Days Arts/Crafts Show	$3,150.00
Antiques on the Square	$1,050.00
Walker Fire	$2,275.00
Mountain Artists	$2,675.00
Chamber Event	$3,600.00
Chamber Event	$2,150.00
The Questers	$1,325.00
	$24,800.00
To PDP (60%)	$14,880.00

II-E

COUNCIL AGENDA MEMO – (02/16/10 & 02/23/10)	
DEPARTMENT:	City Clerk
AGENDA ITEM:	Discussion of possible changes to the Council Rules of Procedures

Approved By:		**Date:**
Department Head:	Elizabeth A. Burke, City Clerk	02/04/10
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood	02/11/10

Summary

The attached resolution outlines proposed changes to the City Council Rules of Procedure as discussed at prior meetings.

Background

At the January 10, 2010 and January 26, 2010 Council meetings, the City Council considered changes to the Rules of Procedure to initiate a three-month trial period for holding two Council meetings a month. During the Voting Meeting of January 26, 2010 it was suggested that more changes may need to be made to the Rules of Procedure and further discussion was needed. On February 9, 2009 further discussion occurred and a few more changes were suggested. These changes are outlined below:

Rule 3 Housekeeping item to remove City Treasurer and replace with Finance Director.

Rule 4 A) changes the time for the public to request an item to be placed on the Agenda under Public Comment to the second Friday preceding the regular meeting (in conjunction with elimination of study sessions); provides flexibility on the part of the Presiding Officer to allow more time if needed; changes the interval for a citizen to speak on the same issue under Public Comment from six-months to three-months. C) Eliminates study sessions.

Rule 6 C) Eliminates the requirement of a citizen to provide their address—only their city of residence.

Rule 11 Clarifies time limit for Public Comment. Additionally it was recommended that the Public Comment item be moved to the end of the agenda. However, I have received comments that this may need to be discussed further and since Rule 11, Agenda Format, is noted at the bottom of the page as being "general guidelines" such deviation may be made by the Mayor without changing the Rules of Procedure on this item.

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 23rd day of February, 2010.

_____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

_____
ELIZABETH A BURKE, City Clerk

APPROVED AS TO FORM:

_____
GARY D KIDD, City Attorney

EXHIBIT 'A'

RULES OF PROCEDURE

for the

PRESCOTT CITY COUNCIL

CITY OF PRESCOTT
Everybody's Hometown

FEBRUARY 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~~ **SECOND FRIDAY** 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, **UNLESS PROVIDED ADDITIONAL TIME BY THE PRESIDING OFFICER**, provided however, ~~that~~ a member of the public may not speak on the same topic more frequently than at a **THREE-MONTH** ~~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 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 of 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 the act.

Any member of the public desiring to address the Council must first be recognized by the Chair, shall state his name ~~and address~~ **AND CITY OF RESIDENCE** 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 (5~~10~~-minute time limit **UNLESS ADDITIONAL TIME ALLOTED BY PRESIDING OFFICER**)
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 of 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.

II-F

COUNCIL AGENDA MEMO – (02/16/10 & 02/23/10)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Andrea Lewkowitz, Applicant for Cost Plus, Inc, for a Series 07, Beer & Wine Bar, license for Cost Plus World Market located at 3320 Gateway Boulevard.

Approved By:	**Date:**
Department Head: Elizabeth A. Burke	**2/23/2010**
Finance Director: Mark Woodfill	**2/23/2010**
City Manager: Steve Norwood	**2/23/2010**

A Liquor License Application, City No. 10-159 State No. 07135002, has been received from Andrea Lewkowitz, Applicant for Cost Plus, Inc., for a new Series 07, Beer & Wine Bar, License for **Cost Plus World Market** located at 3320 Gateway Boulevard.

The public hearing will be held at the Regular Council Meeting of Tuesday, February 23, 2010. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

Recommended Action: (1) **MOVE** to close the Public Hearing. (2) **MOVE** to approve/deny State Liquor License Application No. 07135002, for a new Series 07, Beer & Wine Bar License for Andrea Lewkowitz, Applicant for Cost Plus, Inc. for Cost Plus World Market located at 3320 Gateway Boulevard.

R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.

2. The number and series of licenses in close proximity.

3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.

4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.

5. Residential and commercial population density in close proximity.

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.

7. Effect on vehicular traffic in close proximity.

8. The compatibility of the proposed business with other activity in close proximity.

9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.

10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.

11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.

12. Proximity to licensed childcare facilities as defined by A.R.S. § 36-881.

Historical Note

Former Rule 2; Former Section R4-15-02 renumbered as Section R4-15-102 without change effective October 8, 1982 (Supp. 82-5). Repealed effective July 11, 1983 (Supp. 83-4). New Section adopted effective March 3, 1993 (Supp. 93-1). R19-1-102 recodified from R4-15-102 (Supp. 95-1). Amended by final rulemaking at 11 A.A.R. 5119, effective January 9, 2006 (Supp. 05-4).

Editor's Note: The following Section was amended under an exemption from the Arizona Administrative Procedure Act (A.R.S. Title 41, Chapter 6) pursuant to Laws 1996, Ch. 307 § 18. Although exempt from certain provisions of the rulemaking process, the Department was required to provide for reasonable notice and hearing. This Section was not reviewed by the Governor's Regulatory Review Council; and the Department did not submit notice of proposed rulemaking to the Secretary of State for publication in the Arizona Administrative Register (Supp

ARIZONA STATE LIQUOR LICENSES
TYPES / PURPOSES
AS OF 04/07

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

Allows an in-state producer to produce or manufacture spirituous liquor and sell the product to a licensed wholesaler.

License Types: Series 02 Out-of-State Producer's License

Allows an out-of-state producer, exporter, importer or rectifier to ship spirituous liquor into the state to a licensed Arizona wholesaler.

License Types: Series 03 Domestic Microbrewery License

Allows the licensee of a microbrewery to manufacture or produce not less than 5,000 gallons of beer in each calendar year following the first year of operation and not more than 620,000 gallons of beer in a calendar year.

License Types: Series 04 Wholesaler's License

Allows a wholesaler to warehouse and distribute for sale, spirituous liquor to a licensed retailer.

License Types: Series 05 Government License

Allows the holder of a government license to sell and serve spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town or state university whose governing body has authorized its use.

License Types: Series 06 Bar License – Transferable

Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

License Types: Series 07 Beer and Wine Bar License - Transferable

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

License Types: Series 08 Conveyance License (Airplanes, Trains, and Boats)

Allows the owner or lessee of an operating airline, railroad or boat to sell all spirituous liquors in individual portions or in original containers for consumption *only* on the plane, train or boat.

License Types: Series 09 Liquor Store License (All spirituous liquors) - Transferable

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

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

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

License Types: Series 11 Hotel/Motel License (with Restaurant)

Allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises.

License Types: Series 12 Restaurant License

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

License Types: Series 13 Domestic Farm Winery License

Allows a domestic farm winery licensee to manufacture or produce more than two hundred (200) gallons, but less than seventy-five thousand (75,000) gallons of wine annually, from grapes or other agricultural products, of which at least seventy-five percent (75%) are grown in this state.

License Types: Series 14 Club License

Allows the holder of a club license to sell and serve spirituous liquor for consumption only on the premises owned, leased or occupied by the club, and only to bona fide members of the club and their guests.

License Types: Series 15 Special Event License

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

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

1. Wine festival license: Allows a licensed domestic farm winery to serve samples of its products on the wine festival premises and the sale of such products in original containers for consumption off the wine festival premises.

2. Wine fair license: Allows a licensed domestic farm winery to serve samples of its products at a sanctioned county or state fair, and the sale of such products in original containers for consumption off the fair premises.

License Types: Series 17 Direct Shipment License

Allows an out-of-state producer, exporter, importer, or rectifier to take orders from retail customers by telephone, mail, catalog or the Internet. The orders must be shipped into the state to a licensed Arizona wholesaler. The wholesaler must sell the product to a licensed retailer. The retailer will deliver the spirituous liquor to the customer.