

PRESCOTT CITY COUNCIL REGULAR VOTING MEETING A G E N D A

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, April 27, 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 **Regular Voting Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Pastor John Chanillor, Heights Church
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Blair – introducing the Central Arizona Young Marines

◆ **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. PROCLAMATIONS

A. [May 1, 2010 as Loyalty Day](#)

II. PUBLIC COMMENT

A. Bob Luzius re changes to City Charter.

III. PRESENTATIONS

A. Introduction of new businesses.

B. Presentation by Community Garden Committee re their plans for a community garden.

- C. Report by Chairman Gilliss of the *Prescott: The Arizona Centennial City Committee*.

IV. CONSENT AGENDA

CONSENT ITEM A THROUGH E LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCILMEMBER SO REQUESTS.

- A. Appoint Councilwomen Suttles and Linn and Councilman Hanna to the Prescott/Yavapai Enterprise Zone Commission.
- B. Approve an increase of \$25,000.00 to the Construction Manager at Risk contract between the City of Prescott, the Elks Opera House Foundation, and Haley Construction, changing the contract from \$1,409,032.00 to \$1,434,032.00. (100% private/grant funds)
- C. Adopt Ordinance No. 4742-1039 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting a water line easement from Dr. Brian Schilperoort, owner of Centerpointe West Medical Center.
- D. Approve extension to the unit price contract, per bid specifications to Traffic Safety, Inc., of Prescott Valley, Arizona, in the total amount of \$130,995.92 for annual pavement marking.
- E. Approve the Minutes of the Prescott City Council Special Meeting of April 6, 2010; the Workshop of April 13, 2010; and the Regular Voting Meeting of April 13, 2010.

V. REGULAR AGENDA

- A. Adoption of Resolution No. 4014-1044 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into a Supplemental Intergovernmental Agreement (“IGA”) with the Town of Prescott Valley clarifying and memorializing the authority, procedures and responsibilities of Prescott and Prescott Valley for administration of the requirements and costs of the Big Chino Water Ranch project and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- B. Adoption of Ordinance No. 4743-1040 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting the dedication of certain roadway right-of-way within the City of Prescott and referred to as a portion of State Route 89 between Overland Trail and Aven Drive and Sheldon Street from its intersection with Gurley Street westerly approximately 400 feet, for the operation and maintenance of the former ADOT highway system and authorizing the Mayor and City staff to take necessary steps to complete acceptance and dedication as a City of Prescott public roadway.

- C. Adoption of Resolution No. 4016-1046 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Central Garage to enter into an Intergovernmental Agreement (IGA) with the Groom Creek Fire District (G.C.F.D.) to allow City of Prescott to provide preventative maintenance services to the G.C.F.D. fire apparatus and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- D. Approval of Preliminary Plat for Gardner Cove, A Planned Area Development comprising 16 townhomes located on Gail Gardner Way, east of Pike Place, and Water Service Agreement No. 10-004 in the amount of 3.85 ac. ft., Owner and Agent: Rick Radovich of Advanced R.E. Management, APN: 115-08-034C, File No. PP10-001.
- E. Approval of License and Operations Agreement with the Crossings Homeowners Association for City operation of the Clearwater Drive low-water crossing.
- F. Adoption of Resolution No. 4015-1045 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, supporting and authorizing applications and requests for grants from the Arizona State Department of Transportation for Transportation Enhancement Act (TEA) grants for Peavine Rails-to-Trails improvements.
- G. Discussion and general direction on Prescott tourism efforts.

VI. 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

PROCLAMATION

Loyalty Day May 1, 2010

WHEREAS, this nation is kept strong and free by the loyal citizens who preserve our precious American heritage through their positive patriotic declarations and actions; and

WHEREAS, all loyal citizens should make it their duty to inspire complete patriotism among all our peoples; and

WHEREAS, we urgently need a vigorous display of true red, white and blue Americanism, thus convincing friends and foe alike that our nation is firmly united for self preservation.

NOW, THEREFORE, I, Marlin D. Kuykendall, Mayor of the City of Prescott hereby concur with the Congress and President of the United States in designating the first day of May as Loyalty Day, celebrated annually for over fifty years throughout the nation, and I urge every individual, school, church, organization, business establishment and household within my official jurisdiction to publicly reaffirm their strong allegiance to our Flag, Country, and the men and women in uniform, through active participating in patriotic programs being sponsored by the Veterans of Foreign Wars of the United States and its Ladies Auxiliary, and others, on Loyalty Day, May 1, in the year 2010.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott, to be affixed this 27th day of April, 2010.



Marlin D. Kuykendall
MARLIN D. KUYKENDALL, Mayor

ATTEST:

Elizabeth A. Burke
ELIZABETH A. BURKE, City Clerk

COUNCIL AGENDA MEMO – April 27, 2010	
DEPARTMENT:	Economic Development
AGENDA ITEM:	Enterprise Zone Commission Council Appointments

Approved By:	Date:
Department Head: Jane Bristol	4/7/10
Finance Director:	
City Manager: Steve Norwood <i>SNorwood</i>	<i>04/19/10</i>

BACKGROUND

The Prescott/Yavapai Enterprise Zone is governed by a joint commission comprised of three Prescott City Council representatives and one Yavapai County representative. The composition of this commission is set in state statute. The Yavapai-Prescott Indian Tribe is also invited to attend commission meetings, which are public meetings.

Previously, Mary Ann Suttles, Bob Roecker, and Bob Bell served on this commission, and it is now necessary to appoint new members. Supervisor Springer has agreed to remain on the commission as the County representative.

RECOMMENDATION

Councilwoman Suttles, as Chair, would like to continue on this commission and has recommended Councilwoman Linn and Councilman Hanna as new members.

<p>Recommended Action: MOVE to appoint Councilwomen Suttles and Linn and Councilman Hanna to the Prescott/Yavapai Enterprise Zone Commission.</p>
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COUNCIL AGENDA MEMO – April 27, 2010

DEPARTMENT: Administrative Services

AGENDA ITEM: Approve an increase to the Construction Manager at Risk contract between the City of Prescott, the Elks Opera House Foundation, and Haley Construction of \$25,000, from \$1,409,032 to \$1,434,032.

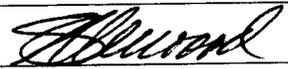
Approved By:

Date:

Department Head: Mic Fenech

Finance Director:

City Manager: Steve Norwood



04/15/10

Background:

The City of Prescott, the Elks Opera House Foundation, and Haley Construction Company entered into an agreement for the restoration of the City-owned Elks Opera House.

The Foundation, working with the Prescott Downtown Partnership, has secured an **Arizona Department of Commerce Main Street Program** grant, and combined with \$10,000 in additional fundraising secured by the Foundation, they would like to raise the Haley contract amount by \$25,000 from \$1,409,032 to \$1,434,032.

None of these funds are from the City of Prescott.

Additions to the Haley contract will be funded through the grant and funds already secured by the Elks Opera House Foundation. These funds will be used to fund the historic light ring chandelier and some other decorative elements for the theatre.

Additionally, and due to the increase in scope of work to Haley Construction through the application of contingency funds, the expected completion date will be May 31, 2010.

Recommended Action: MOVE to approve the increase to the contract between the City of Prescott, the Elks Opera House Foundation and Haley Construction of \$25,000 from \$1,409,032 to \$1,434,032.

COUNCIL AGENDA MEMO – 04/27/2010
DEPARTMENT: Public Works
AGENDA ITEM: Approval of Ordinance No. 4742-1039 to accept a Water Line Easement from Dr. Brian Schilperoort, owner and developer of the Centerpointe West Medical Center.

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>04/15/10</i>

Item Summary

This item is to accept a twenty (20) feet wide water line easement for an extension of an eight (8) inch public water main to serve the Centerpointe West Medical Center.

Background

Dr. Schilperoort is developing a 3.42 acre medical complex on Excellent Way within the Centerpointe West Commerce Park. The water main extension was required to serve the initial phase which included the first medical office that has just been completed. As future phases and offices are developed, the water main will be extended with additional easement(s) to provide water service and fire protection for offices and a fire hydrant for the complex.

There are no costs for the easement except for recording fees.

- Attachments**
- Location Map
 - Easement with Exhibit "A" Map and Legal
 - Ordinance No. 4742-1039

Recommended Action: MOVE to adopt Ordinance No. 4742-1039
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HWY 89

HOLMAN DR

Location Map

Centerpointe West
Medical Center

EXCELLENCE WAY

DISTINCTION WAY

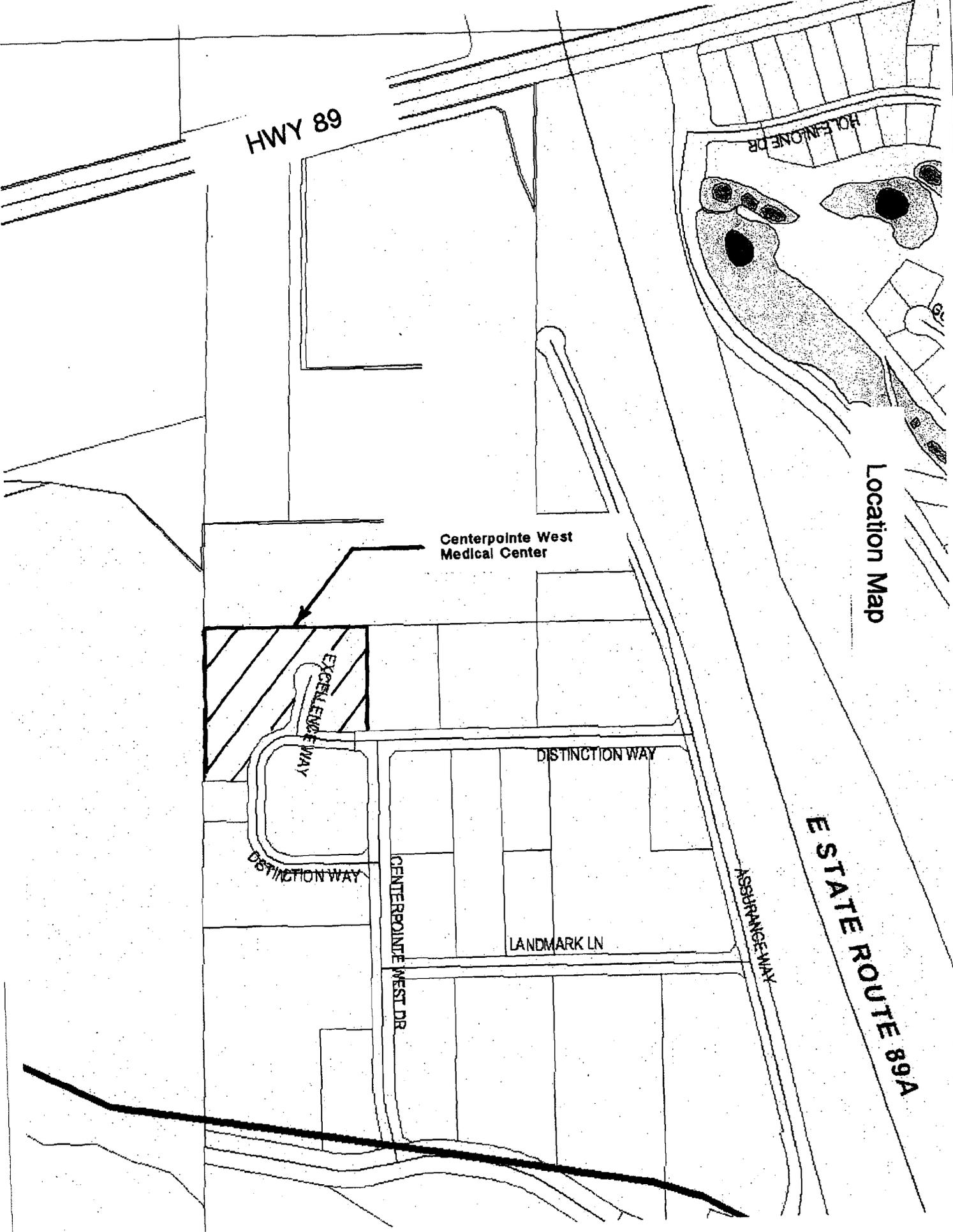
DISTINCTION WAY

CENTERPOINTE WEST DR

LANDMARK LN

ASSTRANGE WAY

ESTATE ROUTE 89A



ORDINANCE NO. 4742-1039

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING A WATER LINE EASEMENT FROM DR. BRIAN SCHILPEROORT, OWNER OF CENTERPOINTE WEST MEDICAL CENTER

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that accepting water line easement, more particularly described in the attached Exhibit "A", would benefit the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT accepting a water line easement from Dr. Brian Schilperoort, owner of Centerpointe West Medical Center, as more particularly described and set forth in Exhibit "A", attached hereto and made a part hereof, is hereby accepted.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27th day of April, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

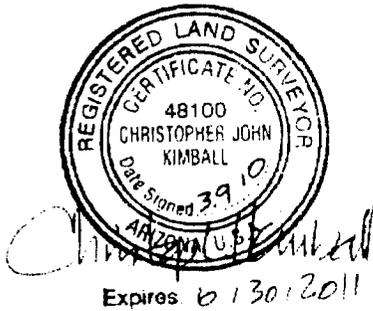
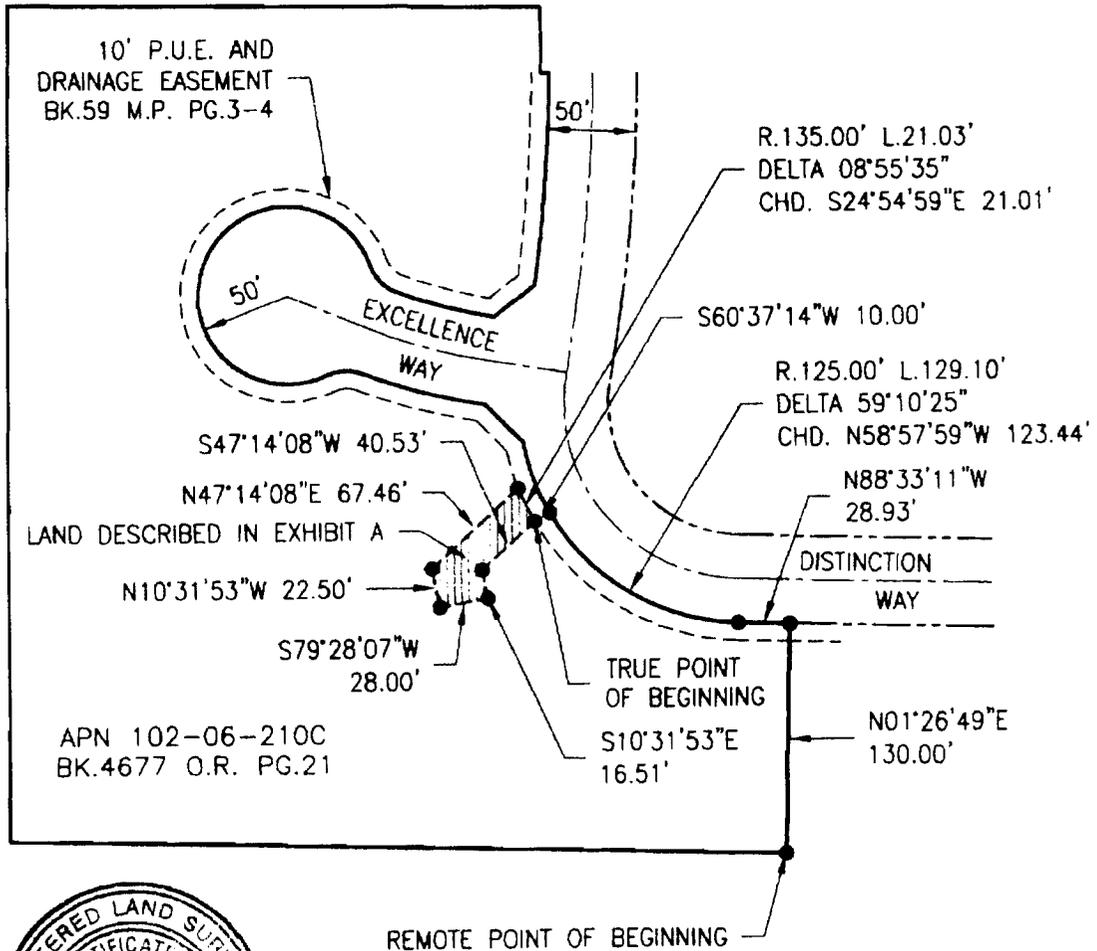
APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT B

A PORTION OF TRACT B
 CENTERPOINTE WEST MEDICAL CENTER
 (BK.59 M.P. PG.3-4, Y.C.R.O.)
 A PORTION OF SEC.36 T15N, R2W, G.S.R.M.
 YAVAPAI COUNTY, ARIZONA



MARCH 9, 2010
 JOB NO. 07-056
 KELLEY/WISE ENGINEERING, INC.
 146 GROVE AVENUE
 PRESCOTT, AZ. 86301
 (928) 771-1730

EXHIBIT A

That portion of the south half of Section 36, Township 15 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of TRACT B of CENTERPOINTE WEST MEDICAL CENTER as recorded in Book 59 of Maps and Plats at Pages 3 and 4, also being a portion of that certain parcel recorded in Book 4677 of Official Records at Page 21, records of the Yavapai County Recorder, described as follows:

COMMENCING at the Southeast corner of said parcel recorded in Book 4677 at Page 21, being a point on the south line of said TRACT B;

thence North 01°26'49" East, along the boundary of said parcel, a distance of 130.00 feet to a point on the westerly right-of-way of DISTINCTION WAY per said Book 59 at Pages 3 and 4;

thence North 88°33'11" West, along said westerly right-of-way, a distance of 28.93 feet to a point of curvature;

thence northwesterly, along said westerly right-of-way, along a curve to the right having a radius of 125.00 feet, a central angle of 59°10'25", a chord of North 58°57'59" West, 123.44 feet, for an arc length of 129.10 feet to a point;

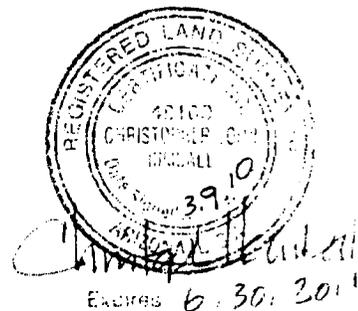
thence South 60°37'14" West, leaving said westerly right-of-way, a distance of 10.00 feet to a point on the westerly line of a 10' P.U.E. and drainage easement per said Book 59 at Pages 3 and 4 and the TRUE POINT OF BEGINNING;

thence South 47°14'08" West a distance of 40.53 feet to a point;

thence South 10°31'53" East a distance of 16.51 feet to a point;

thence South 79°28'07" West a distance of 28.00 feet to a point;

thence North 10°31'53" West a distance of 22.50 feet to a point;



March 9, 2010
KWE 07-056
strip @ water main

thence North $47^{\circ}14'08''$ East a distance of 67.46 feet to a point on the westerly line of said 10' P.U.E. and drainage easement per said Book 59 at Pages 3 and 4:

thence southeasterly, along the westerly line of said easement, along a non-tangent curve to the left having a radius of 135.00 feet, a central angle of $08^{\circ}55'35''$, a chord of South $24^{\circ}54'59''$ East, 21.01 feet, for an arc length of 21.03 feet to the TRUE POINT OF BEGINNING.

Containing 1,620 square feet, more or less.

This description is based on the record documents noted within and does not benefit from a land boundary survey of the servient property.

March 9, 2010
KWE 07-056
strip @ water main

COUNCIL AGENDA MEMO – 4/27/2010
DEPARTMENT: Public Works
AGENDA ITEM: Contract Extension for Annual Pavement Marking

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>04/15/10</i>

Item Summary

This item is to approve an extension to a unit price contract for annual pavement markings for the Transportation Services Division.

Background

The Transportation Services Division received and evaluated bid proposals for supplying and installing pavement markings on an annual contract basis in FY 08. The bid included an extension option for two years.

Results

The Transportation Services Division desires to exercise the option of extending the Annual Pavement Marking Contract with Traffic Safety Inc, of Prescott Valley Arizona. The contract price of the extension is \$130,995.92 for the unit price contract. This extension is done to the City's benefit as described below:

- The unit pricing of the contract continues to be at or lower than recent bid documents sampled from various City and State projects.
- TSI has traditionally been the sole bidder on the Annual Striping Contract and is heavily used throughout Northern Arizona by local City and Counties.
- Located in Prescott Valley TSI can provide improved on-call service for needed striping modifications and new installations.

Budget

Funding for this procurement in the total amount of \$130,995.92 including tax, is available in Account No. 2155400-8575 (HURF).

Attachments - Contract Amendment One

Recommended Action: MOVE to award an extension to the unit price contract, per the bid specifications, to Traffic Safety Inc, of Prescott Valley, Arizona, in the total amount of \$130,995.92.
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COUNCIL AGENDA MEMO – April 27, 2010
DEPARTMENTS: City Manager
AGENDA ITEM: Adoption of Resolution No. 4014-1044 approving a Supplemental Intergovernmental Agreement for Administration of Requirements and Costs of the Big Chino Water Ranch Project

Approved By:	Date:
Regional Programs Director: Craig McConnell <i>Craig McConnell</i>	4-16-10
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	04/19/10

Item Summary

This item is to approve a supplemental intergovernmental agreement (IGA) clarifying and memorializing the authorities, procedures, and responsibilities of Prescott and Prescott Valley for administration of the Big Chino Water Ranch Project.

Background

The parties entered into an IGA for the Sale of Water and Cost Participation (the "original agreement") for the Big Chino Water Ranch Project in December 2004. Lands north of the Prescott Active Management Area (AMA) in the Big Chino Sub-basin of the Verde River Groundwater Basin were acquired now comprising the Big Chino Water Ranch. Prescott is a 54.1% partner and Prescott Valley a 45.9% partner in the costs of and water from the BCWR. The communities intend to develop the infrastructure to transport groundwater from the Big Chino Sub-basin for use inside the AMA.

As the Project has evolved since approval of the original agreement, the need for more specific identification of the administrative roles and responsibilities of the parties has become evident. The attached Supplemental IGA provides clarifications with respect to authorization of certain activities and expenditures, e.g., for legal services, lobbying and public information, and related miscellaneous items. In summary, Prescott will continue to exercise control over activities and expenditures, with the parties sharing costs according to the original agreement percentages. Approval of the Supplemental IGA will further enable reimbursement of eligible apportioned expenditures made by Prescott Valley to advance the Project.

Attached is a summary of these expenditures through January 2010, the majority of which fall into two categories: legal expenses in support of litigation (Perkins and Ballard); and lobbying and strategic communications (Greenberg and Policy Impact). Also included are costs incurred to obtain Salt River Project (SRP) public records. Copies of the individual expenditures are available for review in the City Manager's Office.

Agenda Item: Adoption of Resolution No. 4014-1044 approving a Supplemental Intergovernmental Agreement for Administration of Requirements and Costs of the Big Chino Water Ranch Project

Budget

Upon approval of this Supplemental IGA, Prescott will remit to the Town of Prescott Valley the reimbursement amount of \$311,940.80 as the City's (54.1%) share of eligible expenditures which have been incurred and invoiced by the Town (see attached breakdown). Funding for this amount is available in the FY 10 budget (Big Chino Water Ranch).

- Attachments**
- Supplemental Intergovernmental Agreement
 - Resolution No. 4014-1044
 - Summary of expenditures

Recommended Action: MOVE to adopt Resolution No. 4014-1044.

RESOLUTION NO. 4014-1044

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT ("IGA") WITH THE TOWN OF PRESCOTT VALLEY CLARIFYING AND MEMORIALIZING THE AUTHORITY, PROCEDURES AND RESPONSIBILITIES OF PRESCOTT AND PRESCOTT VALLEY FOR ADMINISTRATION OF THE REQUIREMENTS AND COSTS OF THE BIG CHINO WATER RANCH PROJECT AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the parties entered into an IGA for the Sale of Water and Cost Participation (the "original agreement") for the Big Chino Water Ranch Project in December 2004, and lands north of the Prescott Active Management Area (AMA) in the Big Chino Sub-basin of the Verde River Groundwater Basin were acquired now comprising the Big Chino Water Ranch ("BCWR"); and

WHEREAS, Prescott is a 54.1% partner and Prescott Valley a 45.9% partner in the costs of and water from the BCWR including development of the infrastructure to transport groundwater from the Big Chino Sub-basin for use inside the AMA; and

WHEREAS, since approval of the original agreement as the project has evolved the need for clarification of the administrative roles and responsibilities of the parties has become evident, in particular with respect to authorization of certain activities and expenditures, e.g., for legal services, lobbying, and public information, and related miscellaneous items; and

WHEREAS, Prescott will maintain control over authorization of project activities and expenditures and the parties will continue to share costs according to the percentages of the original agreement, and approval of this Supplemental IGA will identify and bring to current expenditures made by Prescott Valley to advance the project which are eligible for cost sharing; and

WHEREAS, upon approval of this Supplemental IGA, the City of Prescott will make reimbursement to the Town of Prescott Valley for its 54.1% share of eligible expenditures which have been incurred by the Town; and

WHEREAS, ARS §11-951 AND §11-952 authorize Prescott and Prescott Valley to enter into intergovernmental agreements to contract for services and facilities.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Supplemental Intergovernmental Agreement (Exhibit "A") between the City of Prescott and Town of Prescott Valley for administrative project requirements, processes, and costs of the Big Chino Water Ranch Project.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached Supplemental Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above including reimbursement of eligible, apportioned Project costs.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27th day of April, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'

SUPPLEMENTAL
INTERGOVERNMENTAL AGREEMENT FOR
ADMINISTRATION OF REQUIREMENTS AND COSTS
OF THE BIG CHINO WATER RANCH PROJECT

CITY OF PRESCOTT
AND
TOWN OF PRESCOTT VALLEY

This Supplemental Intergovernmental Agreement for Administration of the Requirements and Costs of the Big Chino Water Ranch Project ("Administration Agreement") is dated this _____ day of _____, 2010, by and between the City of Prescott ("Prescott") and the Town of Prescott Valley ("Prescott Valley"), both of which are municipal corporations organized and existing under the laws of the State of Arizona. Prescott and Prescott Valley are sometimes referred to herein collectively as "Parties" and individually as "Party."

RECITALS

A. WHEREAS, on December 7, 2004, Prescott and Prescott Valley entered into an Intergovernmental Agreement for the Sale of Water and Cost Participation ("BCWR Agreement") in which they agreed to act jointly and cooperatively to develop, implement and maintain the Big Chino Water Ranch Project ("Project"); and

B. WHEREAS, the BCWR Agreement provided, among other things, that Prescott and Prescott Valley would share the costs of the Project (and the water delivered by the Project), with 45.9% apportioned to Prescott Valley and 54.1% apportioned to Prescott; and

C. WHEREAS, the costs of the Project include finance, design, construction, operation and maintenance costs as well as legal, lobbying, media relations and other costs to defend, study and provide information concerning the Project and to sustain the Project; and

D. WHEREAS, Prescott and Prescott Valley have been administering the requirements and costs of the Project since the effective date of the BCWR Agreement in accordance with their mutual understanding, express and implied, of the terms of the BCWR Agreement and the import of the partnership and cost sharing covenants therein; and

E. WHEREAS, Prescott and Prescott Valley now seek, for their mutual benefit and for full transparency, to (i) address and set forth the process they are using to administer Project requirements and costs, including the parameters for incurring costs (by contract or otherwise), apportioning costs and cost

reimbursement, and (ii) reaffirm their covenants, commitments, cooperative partnership, cost sharing and mutual contracting authority under the BCWR Agreement; and

F. WHEREAS, the assurances given herein by Prescott and Prescott Valley to each other have been provided pursuant to (and as contemplated by) Arizona statutes, are bargained for (and given in consideration of) the undertaking of the obligations of the Parties as set forth herein, and are intended to be (and have been) relied upon by the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the Parties hereto state, confirm and agree as follows:

AGREEMENT

1. RECITALS.

Each of the Recitals set forth above is hereby incorporated into and made a part of this Administration Agreement, and the Parties acknowledge the accuracy and correctness of the Recitals.

2. TERM.

This Administration Agreement shall remain in full force and effect for so long as the BCWR Agreement remains in full force and effect.

3. PURPOSE; NO AMENDMENT OF BCWR AGREEMENT.

3.1 Memorialize Current Process. The purpose of this Administration Agreement is to memorialize the details of the process Prescott and Prescott Valley are using to administer Project requirements and costs in accordance with the understandings, express and implied, contained in the BCWR Agreement. The BCWR Agreement laid the groundwork for an unprecedented and historic joint partnership. This Administration Agreement is not intended to amend or modify any term of the BCWR Agreement. Rather, the Parties intend that the provisions of this Administration Agreement and the BCWR Agreement be interpreted and applied in a manner that (i) is complementary and consistent, and (ii) will further the Parties' joint interests in completing, implementing and sustaining the Project to meet their long-term water supply needs and the Safe Yield goal for the Prescott Active Management Area. It is the intent of the parties that this agreement shall be wholly administrative and shall deal solely with administrative details and matters pertaining to the Project.

- 3.2 Precedence of BCWR Agreement. Notwithstanding the foregoing, if any provision of this Administration Agreement is deemed by a court of competent jurisdiction to be inconsistent with the express terms of the BCWR Agreement, the terms of the BCWR Agreement shall govern.
- 3.3 Ratification of Past Administrative Actions. The Parties hereby ratify all expenditures and other administrative and contractual actions taken by one or both Parties to administer the requirements and costs related to the Project through and including the effective date of this Administration Agreement. This includes, but is not limited to, approvals by either Party of contracts and related costs of any consultant, technical advisor or other professional in furtherance of the Project. The Parties expressly acknowledge that all expenditures related to the Project incurred through and including the effective date of this Administration Agreement have been shared and coordinated with the administrations of both Parties and duly reviewed by each entity's Finance Director, to ensure the accuracy and appropriateness of all such expenditures.
4. PROJECT COSTS; DEFINITION, WHO MAY INCUR
- 4.1 Definition. Project Costs shall mean all: (i) finance, design, construction, operation, maintenance, staff and personnel costs of the Project; and (ii) legal, lobbying, media relations, website and other costs to implement, defend, promote and sustain the Project.
- 4.2 Who May Incur Project Costs. Subject to annual budgetary approval and appropriation by the Parties' respective Councils (as specified in Section 6 herein), Project Costs may be incurred by Prescott or Prescott Valley under the supervision of, and with the approval of, the Cost Administrators (as defined in Subsection 5.1 herein), and with such Council action (separate or joint) as may be deemed necessary by one or more of the Cost Administrators, in light of the type and amount of the Project Costs at issue and applicable law. It is expressly acknowledged and agreed that on and after the effective date of this Administration Agreement, the Prescott City Council shall approve every proposed contract in furtherance of the Project that requires a total expenditure by Prescott in excess of \$20,000.00 (or such other sum as may invoke a Council approval requirement under the provisions of Prescott's procurement code, as amended, during the term of this Administration Agreement).

5. ADMINISTRATION OF PROJECT COSTS; COST ADMINISTRATORS, COST APPORTIONMENT, BILLING

- 5.1 Cost Administrators. Cost Administrators for the Project shall include the Finance Directors, Town/City Managers and Town/City Attorneys for Prescott and Prescott Valley and may include the Parties' Water Resource Managers/Directors and/or Utilities Managers/Directors.
- 5.2 Apportionment of Costs. Per the BCWR Agreement, 54.1% of the Project Costs shall be paid by Prescott and 45.9% of the Project Costs shall be paid Prescott Valley at the time and in the manner specified in Section 11 of the BCWR Agreement. Every proposed contract for services for the Project that is subject to cost apportionment between the Parties under the BCWR Agreement shall be presented to the Cost Administrators for review and comment before execution. If one or more of a Party's Cost Administrators object to the contract for any reason, the Parties shall meet, discuss and try to reach agreement on whether to enter into the contract. If this administrative process is unsuccessful, then either Party may submit the contract to its Council for approval. Except as otherwise provided in Subsection 4.2 herein, if such Party's Council approves the proposed contract, the Party may elect to (i) mediate the dispute with the other Party in accordance with the mediation provisions in Section 15 of the BCWR Agreement, (ii) seek consent from both Parties' Councils to enter into the contract at its sole expense, or (iii) decline to enter into the contract.
- 5.3 Billing for Project Costs. Except as otherwise required in Section 11 of the BCWR Agreement, the Finance Director for each Party (or his/her designee) shall submit a bill to the other Party quarterly for its percentage of the Project Costs incurred by the billing Party during that quarter. The Party billed shall have sixty (60) days to remit payment to the billing Party. Notwithstanding the foregoing, it is expressly acknowledged that Prescott Valley is solely responsible for its in-house staff costs incurred in connection with the Project, and no portion of such costs shall be billed to, or paid by, Prescott. It is further understood and agreed that Prescott's in-house staff costs incurred in connection with the Project shall continue to be billed to Prescott Valley for partial payment in accordance with the terms of the BCWR Agreement, provided, however, that the Parties wish to clarify that Prescott's billable in-house staff costs now consist of the actual Project costs incurred by Prescott's in-house Legal Department, and the

individual designated by Prescott's City Manager to manage the Project on behalf of Prescott.

6. BUDGETING FOR PROJECT COSTS; ANNUAL REVIEW AND APPROPRIATION, ADJUSTMENT TO BUDGETED AMOUNTS

6.1 Annual Review and Appropriation. Each Party shall include the portion of the Project Costs it expects to incur each year in its proposed, annual budget for approval by its Council. Only those Project Costs approved by each Party's Council for appropriation to the Project each year -- as part of the annual budget process -- may be expended, and must be expended by each Party only in the amounts and manner set forth in its approved budget; provided, however, that each Party's Finance Director may remedy any anticipated deficiency in line item funds required to cover actual, annual Project Costs in a particular line item or items in the manner set forth in Subsection 6.2 herein, subject to applicable expenditure laws, accounting requirements and budgetary processes/approvals.

6.2 Adjustment to Budgeted Amount of Project Costs. In the event some portion of the Project Costs budgeted by a Party (for example, in a project line item or particularized category of the entire budget) and approved and appropriated by its Council is insufficient to meet actual, annual Project Costs, the Party's Finance Director may remedy the deficiency (i) administratively by making a budget transfer, re-allocation or re-appropriation, so long as the transfer is drawn from some portion of the funds approved by Council for appropriation to cover Project Costs; or (ii) legislatively, by seeking Council approval of a funds transfer from a contingency or other fund to cover the deficiency.

7. INCORPORATION BY REFERENCE; TERMS OF BCWR AGREEMENT.

Each of the following provisions of the BCWR Agreement (Exhibit A hereto) is expressly incorporated herein by this reference and shall govern the rights of the Parties to this Administration Agreement: (a) Section 11 therein (Payment Terms); Section 13 therein (Recordkeeping; Contact Information); Section 15 therein (Mediation); Section 16 therein (Default and Remedies); Section 17 therein (Miscellaneous Provisions); (b) Subsection 3.2 therein (Cancellation of the Agreement); and (c) those provisions, and the rights and obligations therein, set forth in the BCWR Agreement which either by their terms state or evidence the intent of the Parties that the provisions govern the terms of this Administration Agreement (or must be included) to give effect to the provisions of this Administration Agreement.

8. INDEMNIFICATION.

The Parties mutually agree to indemnify, defend and hold harmless the other Parties and their respective officers, directors, shareholders, employees and agents, for, from and against any and all costs (including, without limitation, attorneys' fees) losses, judgments, fines, penalties, assessments, charges or claims of any sort by third parties, including any governmental agencies, arising from, caused by, or related, directly or indirectly, to such Party's negligent acts or omissions pursuant to this Administration Agreement, or such Party's performance of its obligations under this Administration Agreement.

``PRESCOTT``

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

MARLIN D. KUYKENDALL, Mayor

PURSUANT TO A.R.S. §11-952(D), THE FOREGOING ADMINISTRATION AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR THE CITY OF PRESCOTT, WHO HAS DETERMINED THAT THE ADMINISTRATION AGREEMENT IS IN PROPER FORM AND IS WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THIS STATE TO THE CITY OF PRESCOTT.

ATTEST:

ELIZABETH A. BURKE, City Clerk GARY D. KIDD, City Attorney

``PRESCOTT VALLEY``

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the Town of Prescott Valley this ____ day of _____, 2010.

HARVEY C. SKOOG, Mayor

PURSUANT TO A.R.S. §11-952(D), THE FOREGOING ADMINISTRATION AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR THE TOWN OF PRESCOTT VALLEY, WHO HAS DETERMINED THAT THE ADMINISTRATION AGREEMENT IS IN PROPER FORM AND IS WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THIS STATE TO THE TOWN OF PRESCOTT VALLEY.

ATTEST:

DIANE RUSSELL, Town Clerk

IVAN LEGLER, Town Attorney

Summary of Billing from Prescott Valley to Prescott

BCWR

prepared 4/13/10

Invoice Date	Greenberg Traurig	Perkins Coie Brown & Bain	Ballard Spahr Andrews & Ingersoll, LLP	Policy Impact Strategic Comm., Inc	SRP	West Web Services	Telephone, Postage & Others	Total	Total Due (54.1%)
9/15/2008	-	1,379.50	-	-	-	-	-	1,379.50	746.31
10/28/2008	31,599.43	10,805.57	9,381.00	-	-	6,600.00	-	58,386.00	31,586.83
3/5/2009	16,666.66	44,488.67	14,874.80	-	-	1,200.00	16.74	77,246.87	41,790.56
5/19/2009	51,666.67	143,536.68	1,394.55	-	5,819.57	1,800.00	747.86	204,965.33	110,886.24
7/24/2009	12,000.00	55,201.94	2,007.84	24,000.00	8,225.47	1,800.00	1,091.01	104,326.26	56,440.51
11/30/2009	-	9,879.89	-	39,251.80	965.17	1,979.95	483.36	52,560.17	28,435.05
2/10/2010	-	36,702.17	-	37,025.26	2,005.58	359.90	1,643.32	77,736.23	42,055.30
Total	111,932.76	301,994.42	27,658.19	100,277.06	17,015.79	13,739.85	3,982.29	576,600.36	311,940.80

COUNCIL AGENDA MEMO – 4/27/2010

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4743-1040 accepting ownership, jurisdiction and maintenance responsibility for the portion of State Route 89 between Overland Trail and Aven Drive and Sheldon Street from its intersection with Gurley Street approximately 400 feet westerly.

Approved By:		Date:
Department Head: Mark Nietupski		
Finance Director: Mark Woodfill		
City Manager: Steve Norwood <i>SNorwood</i>		<i>04/27/10</i>

Item Summary

Adoption of this ordinance will cause the City's acceptance of a portion of State Route 89 (Gurley Street - Overland Trail to Aven Drive) and Sheldon Street (from Gurley westerly approximately 400') right-of-way for operation and maintenance of the former ADOT highway system.

Background

On April 11, 2000, City Council adopted Resolution 3250 authorizing Intergovernmental Agreement JPA 99-130 with ADOT, which was amended August 22, 2000, February 9, 2001, April 24, 2001, and September 20, 2004, in consideration of several projects to be completed by ADOT and the City improving segments of State Route 89 and State Route 69. Pursuant to the agreement the City is to accept the previously described highway segments upon completion of the improvements for continued public transportation use and maintenance responsibility.

On November 20, 2009, the Arizona Transportation Board adopted Resolution 2009-11-A-070 to abandon to the City of Prescott the portion of State Route 89 depicted on the attached State of Arizona Highway Plat.

Budget

Final closeout of the ADOT construction contract is in progress. The City has fulfilled its financial obligations associated with the SR 69/89 Traffic Interchange project.

Attachments

- Appendix "A" (abandonment map)
- ADOT Resolution No. 2009-11-A-070
- Ordinance No. 4743-1040

Recommended Action: MOVE to adopt Ordinance No. 4743-1040.

ORDINANCE NO. 4743-1040

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING THE DEDICATION OF CERTAIN ROADWAY RIGHT-OF-WAY WITHIN THE CITY OF PRESCOTT AND REFERRED TO AS A PORTION OF STATE ROUTE 89 BETWEEN OVERLAND TRAIL AND AVEN DRIVE AND SHELDON STREET FROM ITS INTERSECTION WITH GURLEY STREET WESTERLY APPROXIMATELY 400 FEET, FOR THE OPERATION AND MAINTENANCE OF THE FORMER ADOT HIGHWAY SYSTEM AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE NECESSARY STEPS TO COMPLETE ACCEPTANCE AND DEDICATION AS A CITY OF PRESCOTT PUBLIC ROADWAY

RECITALS:

WHEREAS, on November 20, 2009, the Arizona Transportation Board adopted Resolution 2009-11-A-070 to abandon to the City of Prescott the portion of State Route 89 described above, as recorded on November 24, 2009 at Book 4708 Page 687 of Yavapai County Records; and

WHEREAS, the City Council of the City of Prescott has determined to accept that certain portion of State Route 89 described herein pursuant to and in accordance with that certain Intergovernmental Agreement JPA 99-130A, by and between the City of Prescott and the State of Arizona, which was authorized by adoption of Resolution 3250 by Prescott City Council on April 11, 2000, amended August 22, 2000, February 9, 2001, April 24, 2001, and September 20, 2004. Pursuant to the agreement the City is to accept the previously described highway segments as a public roadway upon completion of the improvements for continued public transportation use and maintenance responsibility; and

WHEREAS, final closeout of the ADOT construction contract is in progress. The City has fulfilled its financial obligations associated with the SR69/89 Traffic Interchange project.

ENACTMENTS:

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

SECTION 1. THAT the dedications and conveyances from the Arizona Department of Transportation, State of Arizona, generally referred to as that portion of State Route 89 and more particularly identified in ADOT Resolution No. 2009-11-A-070, as recorded on November 24, 2009 at Book 4708 Page 687 of Yavapai County Records which document legally describes the boundaries of the accepted roadway, is hereby incorporated herein by this reference, and is hereby accepted by the City of Prescott as a public roadway of the City of Prescott.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27th day of April, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

Return To

ARIZONA DEPARTMENT OF TRANSPORTATION
205 SOUTH 17TH AVENUE
R/W Operations, MD 612E
PHOENIX, AZ 85007-3213



B-4708 P-687
Page: 1 of 8
RESL 4358016

November 20, 2009

RES. NO. 2009-11-A-070
PROJECT: F-029-1-709 / 089YV312H395701R
HIGHWAY: PRESCOTT - ASH FORK
SECTION: Intersection S.R. 89 & S.R. 69
ROUTE NO.: State Route 89
ENG. DIST.: Prescott
COUNTY: Yavapai
DISPOSAL: D-P-037

RESOLUTION OF ABANDONMENT

JOHN S. HALIKOWSKI, Director, Arizona Department of Transportation, on November 20, 2009, presented and filed with this Transportation Board his written report under Arizona Revised Statutes Section 28-7046, recommending the abandonment of a portion of State Route 89 within the above referenced project.

The portion of right of way to be abandoned is depicted in Appendix "A" and delineated on maps and plans on file in the office of the State Engineer, Intermodal Transportation Division, Phoenix, Arizona, entitled "Right of Way Plans, PRESCOTT - ASH FORK highway, Project F-029-1-709 / 089YV312H395701R."

WHEREAS said portion of right of way is no longer needed for state transportation purposes; and

WHEREAS this Board finds that public safety, necessity and convenience will be served by accepting the Director's report; therefore, be it

RESOLVED that the recommendation of the Director is adopted and made part of this resolution; be it further

RESOLVED that the portion of right of way depicted in Appendix "A" is hereby removed from the State Highway System and abandoned to the City of Prescott for a continued public transportation use as provided in Arizona Revised Statute Section 28-7207 and 28-7209, and Code of Federal Regulations 23CFR 620 Subpart B; be it further



November 20, 2009

RES. NO. 2009-11-A-070
PROJECT: F-029-1-709 / 089YV312H395701R
HIGHWAY: PRESCOTT - ASH FORK
SECTION: Intersection S.R. 89 & S.R. 69
ROUTE NO.: State Route 89
ENG. DIST.: Prescott
COUNTY: Yavapai
DISPOSAL: D-P-037

RESOLVED that the abandonment becomes effective upon recordation in the Office of the County Recorder in accordance with Arizona Revised Statute Section 28-7213; be it further

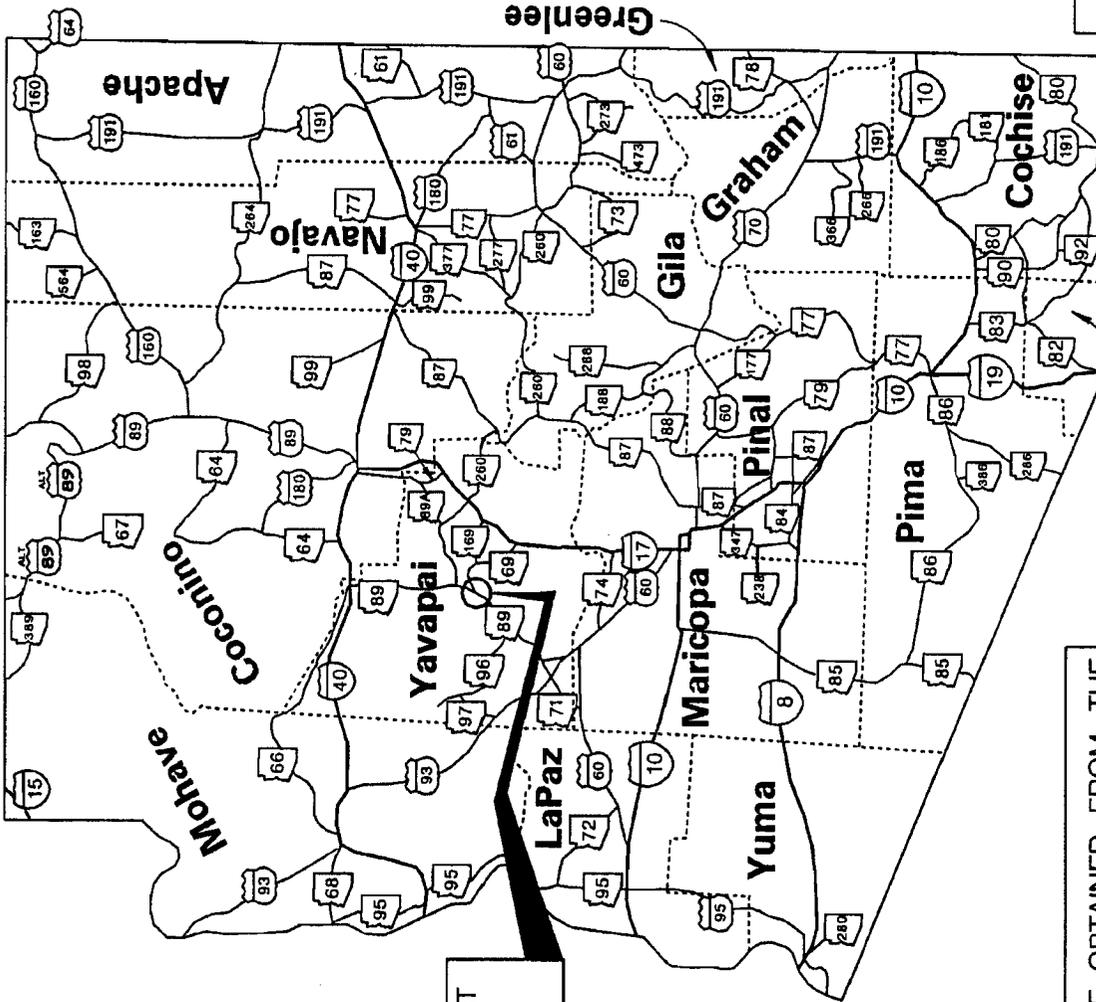
RESOLVED that the Director provide written notice to the City of Prescott evidencing the abandonment of the State's interest.



RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION

089 YV 312 H3957 01R
F 029-1-709
PRESCOTT - ASH FORK HWY
Intersection S.R. 89 & S.R. 69
Yavapai County

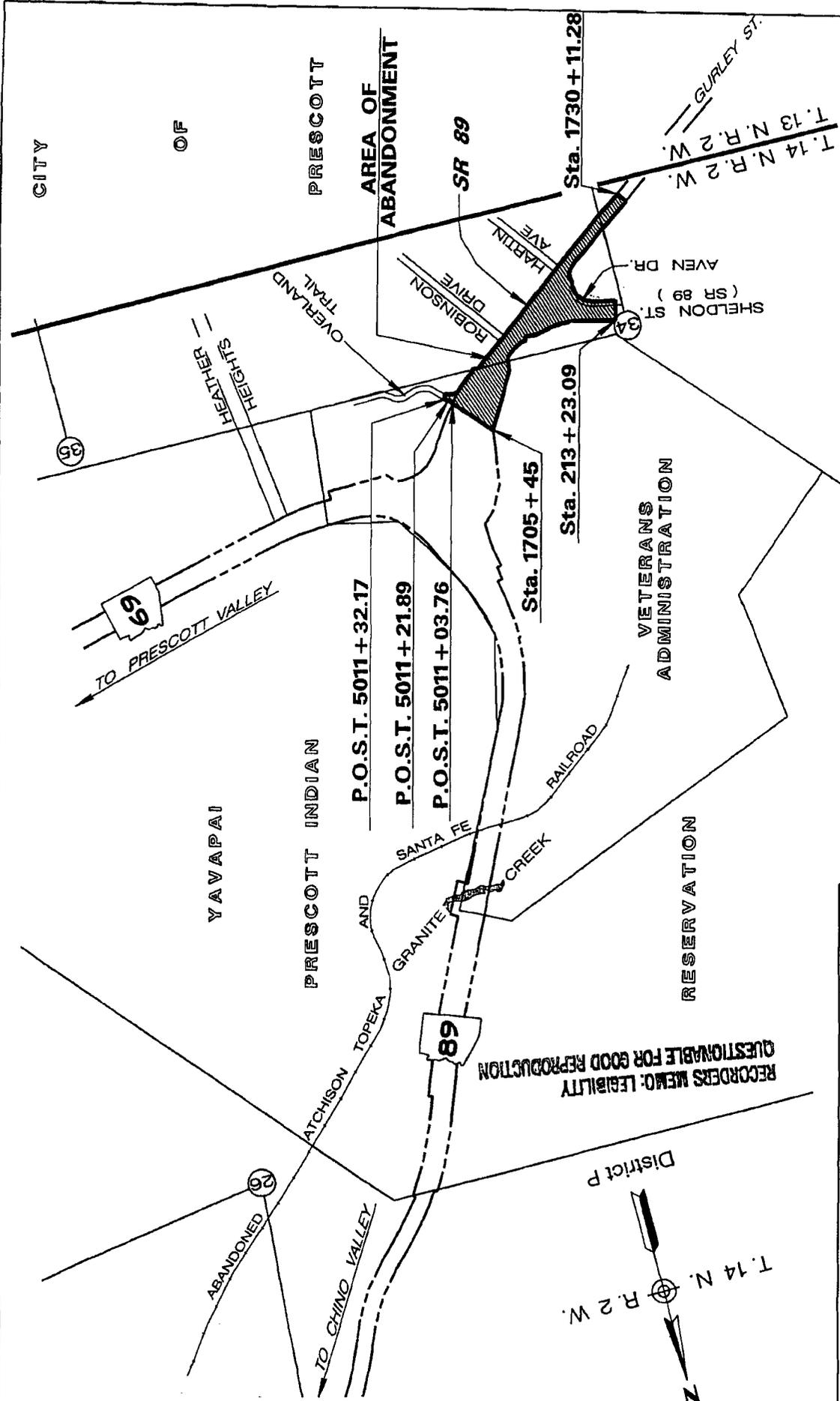
NOV 20, 2009 SHEET 1 OF 2



AREA OF ABANDONMENT
SEE SHEET 2 OF 2
FOR DETAILS

A LEGIBLE COPY CAN BE OBTAINED FROM THE
ARIZONA DEPARTMENT OF TRANSPORTATION
STATE ENGINEERS OFFICE
RIGHT OF WAY GROUP
205 SOUTH 17TH AVENUE
PHOENIX, ARIZONA 85007
MAIL DROP 612E

APPENDIX "A"



089 YV 312 H3957 01R
 F 029-1-709
 PRESCOTT - ASH FORK HWY
 Intersection S.R. 89 & S.R. 69
 Yavapai County

AREA OF ABANDONMENT

APPENDIX "A"

A LEGIBLE COPY CAN BE OBTAINED FROM THE
 ARIZONA DEPARTMENT OF TRANSPORTATION
 STATE ENGINEERS OFFICE
 RIGHT OF WAY GROUP
 205 SOUTH 17TH AVENUE
 PHOENIX, ARIZONA 85007
 MAIL DROP 612E



November 20, 2009

RES. NO. 2009-11-A-070
PROJECT: F-029-1-709 / 089YV312H395701R
HIGHWAY: PRESCOTT - ASH FORK
SECTION: Intersection S.R. 89 & S.R. 69
ROUTE NO.: State Route 89
ENG. DIST.: Prescott
COUNTY: Yavapai
DISPOSAL: D-P-037

REPORT AND RECOMMENDATION

TO THE HONORABLE ARIZONA TRANSPORTATION BOARD:

The Intermodal Transportation Division has made a thorough investigation concerning the abandonment of a portion of right of way acquired for State Route 89 within the above referenced project.

This portion was previously established as a state route and state highway designated U.S. Route 89 by Arizona Highway Commission Resolution dated September 9, 1927, page 26 of the Official Minutes; thereafter various Resolutions established additional right of way for improvements thereof; subsequently, Arizona Transportation Board Resolution 92-08-A-056 dated August 21, 1992, redesignated and renumbered U.S. Route 89 to State Route 89; Resolution 2003-01-A-002 dated January 17, 2003, and Resolution 2004-08-A-038 dated August 20, 2004, established additional right of way for improvements thereof; thereafter Arizona Transportation Board Resolution 2005-02-A-016 dated February 18, 2005 amended Resolution 2004-08-A-038 to show a design change.

A portion of the previously acquired right of way is no longer needed for state transportation purposes. The City of Prescott has agreed to accept jurisdiction of the right of way for a continued public transportation use per Intergovernmental Agreement No. 99-130-A dated December 18 2000, which was amended February 7, 2001, April 24, 2001 and September 20, 2004, and filed with the Secretary of States Office. Accordingly, I recommend that the State's interest in the portion of right of way be abandoned.



November 20, 2009

RES. NO. 2009-11-A-070
PROJECT: F-029-1-709 / 089YV312H395701R
HIGHWAY: PRESCOTT - ASH FORK
SECTION: Intersection S.R. 89 & S.R. 69
ROUTE NO.: State Route 89
ENG. DIST.: Prescott
COUNTY: Yavapai
DISPOSAL: D-P-037

The portion of right of way to be abandoned is depicted in Appendix "A" and delineated on the maps and plans on file in the office of the State Engineer, Intermodal Transportation Division, Phoenix, Arizona, entitled "Right of Way Plans, PRESCOTT - ASH FORK Highway, Project F-029-1-709 / 089YV312H395701R."

I further recommend that the portion of right of way depicted in Appendix "A" be removed from the State Highway System and abandoned to the City of Prescott for a continued public transportation use.

All other rights of way and easements and appurtenances thereto subject to the provisions of Arizona Revised Statutes Section 28-7210 shall continue as they existed prior to the disposal of right of way depicted in Appendix "A".

Pursuant to Arizona Revised Statutes Section 28-7046, I recommend that the Transportation Board adopt a resolution making this recommendation effective.

Respectfully submitted,

JOHN S. HALIKOWSKI, Director
Arizona Department of Transportation



November 20, 2009

RES. NO. 2009-11-A-070
PROJECT: F-029-1-709 / 089YV312H395701R
HIGHWAY: PRESCOTT - ASH FORK
SECTION: Intersection S.R. 89 & S.R. 69
ROUTE NO.: State Route 89
ENG. DIST.: Prescott
COUNTY: Yavapai
DISPOSAL: D-P-037

CERTIFICATION

I, JOHN S. HALIKOWSKI, Director of the Arizona Department of Transportation, do hereby certify that the foregoing is a true and correct copy from the minutes of the Transportation Board made in official session on November 20, 2009.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the Transportation Board on November 20, 2009.

JOHN S. HALIKOWSKI, Director
Arizona Department of Transportation



SEAL

APPROVED

Ron J. Aschenbach

Assistant Attorney General
Attorney for Department
of Transportation

Date 11/5/09

COUNCIL AGENDA MEMO – April 27, 2010

DEPARTMENT: Administrative Services

AGENDA ITEM: Adoption of Resolution No. 4016-1046 - Approval to enter into an Inter Governmental Agreement (IGA) with the Groom Creek Fire District allowing the City of Prescott Central Garage to provide preventative maintenance to G.C.F.D. fire apparatus effective July 1st 2010.

Approved By: _____ **Date: 4/13/2010**

Department Head: Mic Fenech

Finance Director: Mark Woodfill

City Manager: Steve Norwood *[Signature]* *04/16/10*

Background

The City of Prescott Central Garage was approached by the Groom Creek Fire District Chief Todd Bentley, requesting the City of Prescott’s Central Garage consider providing preventative maintenance services to the Groom Creek Fire District Fleet (G.C.F.D.).

The G.C.F.D. is currently receiving preventive maintenance from the Central Yavapai Fire District (C.Y.F.D.). The G.C.F.D. made the request to the City of Prescott Central Garage in order to reduce the travel time and miles traveled to take their fire fleet trucks to the C.Y.F.D. maintenance shop at their new location out in the Prescott Airport area. The increased travel distance to the new C.Y.F.D. shop became a concern to the G.C.F.D. and Chief Bentley was exploring an alternative provider for his fire truck fleet preventative maintenance program.

The G.C.F.D. has requested that the City of Prescott Central Garage provide routine preventive maintenance at the new Fleet Maintenance Facility located at 432 N. Virginia Street which is much closer to the G.C.F.D. fire protection service area. By having Preventive Maintenance performed by the City of Prescott Central Garage, the out of service time and the out of district time for fire apparatus would be decreased.

The G.C.F.D. would be charged the same rate as all COP internal customers and that pricing structure has been agreed to by the G.C.F.D.

The Central Garage will do all work for the G.C.F.D. through a repair order process on which all labor and parts charges will be billed to the G.C.F.D. on a quarterly basis with the remittance to be paid to the City of Prescott within 30 days of receiving the invoice.

Both the City’s Legal and Risk Management Departments have reviewed and approved the IGA.

Recommended Action: MOVE to adopt Resolution No. 4016-1046.

RESOLUTION NO. 4016-1046

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT CENTRAL GARAGE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE GROOM CREEK FIRE DISTRICT (G.C.F.D.) TO ALLOW CITY OF PRESCOTT TO PROVIDE PREVENTATIVE MAINTENANCE SERVICES TO G.C.F.D. FIRE APPARATUS AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the parties hereto wish to enter into an agreement to allow the City of Prescott Central Garage to provide preventative maintenance services to Groom Creek Fire District's (G.C.F.D.) fire apparatus effective July 1, 2010; and

WHEREAS, the G.C.F.D. would be charged the same rate as all COP internal customers and that pricing structure has been agreed to by G.C.F.D. The Central Garage shall do all the work for the G.C.F.D. through a repair order process on which all labor and parts charges will be billed to the G.C.F.D. on a quarterly basis with the remittance to be paid to the COP within 30 days of receiving the invoice.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement (Exhibit "A") with the Groom Creek Fire District allowing the City of Prescott Central Garage to provide preventative maintenance services to G.C.F.D. fire apparatus effective July 1, 2010.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27th day of April, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'

**INTERGOVERNMENTAL AGREEMENT
FIRE APPARATUS MAINTENANCE AND REPAIRS****PREAMBLE**

This Agreement, effective the 1st day of July, 2010 by and between Groom Creek Fire District, a political subdivision of the State of Arizona ("GCFD") and the City of Prescott, a political subdivision of the State of Arizona ("City").

RECITALS

WHEREAS, the GCFD and City of Prescott are empowered pursuant to A.R.S. §11-952 and A.R.S. §48-805 to enter into this Agreement for purposes of carrying out their mutual responsibilities; and

WHEREAS, the GCFD and City of Prescott wish to cooperate with each other in order to more effectively and economically provide fire apparatus and related equipment (collectively, "**Apparatus**") maintenance and repairs in their respective service areas consistent with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

COVENANTS**SECTION 1. – SCOPE OF WORK AND COMPENSATION****DISTRICT'S responsibilities and obligations**

1. For the term of this agreement, the City of Prescott shall provide full maintenance and repair services for the GCFD'S fire Apparatus, as needed on a 24-hour basis, seven days per week consistent with the manufacturer maintenance schedules, subject to the City of Prescott established repair schedule and prior maintenance or repair commitments and related City of Prescott activities. (Fleet management is not included as part of this Agreement.)
2. The City of Prescott, at their fleet maintenance facility, will perform routine preventative maintenance and major repairs for GCFD'S fire Apparatus, as requested by the GCFD.

3. The City of Prescott shall provide emergency maintenance services at a GCFD facility, when necessary and appropriate as determined by the Groom Creek Fire District Fire Chief.
4. In providing maintenance services for GCFD fire Apparatus, the City of Prescott, in its sole discretion, may obtain maintenance assistance from an outside source.
5. The City of Prescott shall maintain records on all repairs made to the GCFD'S fire Apparatus and shall provide the GCFD with a quarterly report of all repairs made.
6. The City of Prescott shall submit an invoice to the GCFD on a quarterly basis reflecting the compensation owed to the City of Prescott.
7. The City of Prescott agrees that the priority given to the GCFD'S out of service front line Apparatus for emergency repairs shall be comparable to the priorities given to other apparatus being serviced by the City of Prescott on an emergency basis. In addition, non-emergency repairs shall be assigned the appropriate priority at the discretion of the Prescott Fleet Maintenance Officer, taking into consideration all other maintenance and repair commitments.

GCFD'S responsibilities and obligations

1. The GCFD shall both deliver and pick up from the City of Prescott Fleet Maintenance Facility all fire Apparatus in need of or have received maintenance except as provided for in Section #1, Paragraph #3 above.
2. Compensation to be paid to the City of Prescott shall be as follows:
 - a. The GCFD agrees to pay a labor rate of \$95.00 per hour for maintenance services performed between the hours of 7am and 3:30pm, Monday through Friday.
 - b. The GCFD agrees to pay a labor rate of \$142.50 per hour for maintenance performed on weekends, holidays, and for services performed outside the weekday hours stated above.
 - c. In addition to the hourly labor rate stated in Sections 2.a and 2.b, GCFD agrees to pay for all parts and materials utilized in the repair of GCFD fire apparatus. The cost for such parts and materials shall be the City of Prescott's cost, plus a fifty percent (50%) handling fee.
 - d. The GCFD agrees to pay for any fees and costs incurred in the event that the City of Prescott obtains maintenance assistance from an outside source. The fee to be paid by GCFD for such outside maintenance assistance shall be the City of Prescott's cost.

- e. The labor rates will be jointly reviewed annually on July 1st (commencing July 1, 2010 and annually thereafter) and adjusted consistent with the Consumer Price Index - Urban while the contract is in effect. If no review is had, or adjustment agreed to, the fee shall be the rate then in effect for the previous contract term, plus six percent (6%).
 - f. The GCFD agrees that the minimum charge for any service rendered to any Apparatus under this Agreement will be for one hour.
3. The GCFD agrees to pay the City of Prescott within 30 days of receiving the invoice(s).
 4. The GCFD agrees to establish and provide to the City of Prescott a list of personnel who are authorized to approve maintenance repairs and work to be done, and shall be solely responsible for training said personnel and maintaining their expertise and competence.
 5. In the event there is work done without proper authorization first being obtained, the parties agree that the City of Prescott shall be paid pursuant to their hourly rates as set forth in Paragraph 2 above, if the GCFD thereafter confirms the work was needed.

SECTION 2. - GENERAL PROVISIONS

Each party shall be responsible for the safety and supervision of their own personnel while using each other's facilities or while engaging Fleet Maintenance and other activities. Each party recognizes the inherent risks and dangerous nature of such activities and agrees to use the facilities at their own risk.

Nothing contained in this agreement shall create any partnership, joint venture or other arrangement between the parties. Except as specifically provided hereunder, each party shall at all times be an independent operator and shall not at any time purport to act as an agent of any other part, or any of its officers or agents.

The City of Prescott shall be excused for delay or failure to perform its obligations under this agreement, in whole or part, when and to the extent that such delay or failure is a result of scheduling conflicts or causes beyond the control and without the fault or negligence of the party unable to perform. Such causes include, without limitation, acts of God, acts of the public enemy, acts of the United States government, fire, floods, epidemics, quarantine restrictions or embargo.

The City of Prescott reserves the right to contract maintenance or repair services to other agencies or service providers.

SECTION 3. - SEVERABILITY

If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

SECTION 4. - DURATION OF AGREEMENT

This Agreement shall become effective upon the effective adoption and execution of this agreement by both parties and the recordation of the same (the "Effective Date"), and shall automatically renew itself from year to year thereafter, until terminated.

SECTION 5. - LIABILITY INSURANCE

Each party shall maintain, during the life of this Agreement, a policy of liability insurance naming the other party as an additional insured party in the amount of \$1,000,000.00 per occurrence with an aggregate liability coverage of \$2,000,000.00. In the alternative, a party may self-insure in accordance with the above referenced liability amounts.

The GCFD shall maintain property damage insurance (or provide self-insurance for property damage) covering damage which may occur to GCFD Apparatus while being or awaiting repair or service, or located on the property of the City of Prescott, by reason of damage incurred not as a result of the negligence of the Fleet Maintenance Officer or City of Prescott employees providing the service under this Agreement. In conjunction therewith, GCFD agrees that the City of Prescott shall not be liable for cost or damage incurred by reason of the conduct of any other agency or service provider providing services hereunder. The GCFD agrees to hold the City of Prescott harmless for all costs, damages, or liability to the GCFD Apparatus. However, nothing herein shall prevent the GCFD from pursuing a claim against any service provider being used by the City of Prescott to provide services under this Agreement.

SECTION 6. - TERMINATION

This Agreement will terminate automatically should the governing body of either party fail to allocate funds for its continued implementation. Should termination occur due to said non-allocation, the non-allocating party shall give ninety (90) days written notice to the other party prior to termination.

In addition, either party may terminate their participation in this Agreement, for any reason, effective One Hundred Eighty (180) days from the giving of written notice to the other party at the following addresses:

City of Prescott
Attn: Charlie Potts
432 N. Virginia Street
Prescott, Arizona 86301

Groom Creek Fire District
Attn: Fire Chief
1110 E. Friendly Pines Rd.
Prescott, Arizona 86303

Either party may cancel this Agreement, pursuant to the terms of A.R.S. §38-511.

SECTION 7. - INDEMNIFICATION

Each party hereby agrees to hold harmless from and indemnify the other party, or any of their departments, agencies, officers or employees from that portion for all costs, damages and liability incurred as a result of the negligent act or omission of an employee or agent of the indemnifying party.

In conjunction herewith, it is recognized that the Fleet Maintenance Officer is an employee of the City of Prescott for the purposes of employment and benefit law.

The City of Prescott shall not be liable for any consequential damages or any other damages other than repairs associated with the maintenance or repair of vehicles pursuant to this Agreement.

Nothing herein shall be construed to waive any claim for contribution or allocation of fault as it relates to third party claims relating to the negligent action or omission of the other party.

This Agreement shall not be construed as a third party beneficiary contract and shall be intended to benefit only the parties named specifically herein.

SECTION 8. - WORKERS' COMPENSATION COVERAGE

All other employees of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular intergovernmental agreement, shall be deemed to be an employee of the party who is his or her primary employer, as provided in A.R.S. § 23-1022(D), and the primary employer/party of such an employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

SECTION 9. - RESULT OF NEGOTIATIONS.

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 negotiations between the parties. Therefore, any ambiguity in this agreement is not to be construed against either party.

SECTION 10. - CONTRACT ADMINISTRATOR.

The Contract Administrator for the purposes of this Agreement shall be Charlie Potts (or his designee), until such time that a different contract administrator is designated by the City of Prescott Manager. Whenever the consent of the City of Prescott is required pursuant to the terms of this Agreement, the Contract Administrator is hereby empowered to give such consent on behalf of the City of Prescott, with the exception of any material changes to the Intergovernmental Agreement, which are required to be approved by the Prescott City Council.

SECTION 11. - NON-DISCRIMINATION

The parties, with regard to this Agreement, 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 parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

SECTION 12. - BINDING EFFECT

This Agreement shall be binding upon the parties and any successor in interest. No provision herein is intended to create a third beneficiary interest in any person or entity, including but not limited to the respective employees or agents by either party.

SECTION 13. - WAIVER OF JURY TRIAL

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 agree to submit to a trial before the Court.

SECTION 14. - WAIVER OF ATTORNEYS' FEES

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 attorneys' fees, either pursuant to the Contract, pursuant to A.R.S. §12-341.01(A) and (E), or pursuant to any other state or federal statute.

SECTION 15. - REMEDIES

The parties further agree that there shall be no monetary damage remedy for breach of any provisions of this agreement and the sole remedies for any breach shall be specific performance, and actual costs of any repairs. The parties agree to meet and attempt to resolve any dispute in good faith prior to initiating any legal process, to

participate in accelerated arbitration and to make good faith efforts to expeditiously resolve any dispute during such process, which process is set forth in Section 13 above, in order to promptly and expeditiously to resolve any disputes.

SECTION 16 - LEGAL ARIZONA WORKERS ACT COMPLIANCE

Both Parties are government entities that are required to comply with A.R.S. §41-4401. Both Parties hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Both Parties shall further ensure that each subcontractor who performs any work under this Agreement likewise complies with the State and Federal Immigration Laws.

Each Party agrees and warrants that the other Party shall have the right at any time to inspect its books and records and the books and records of any subcontractor in order to verify compliance with the State and Federal Immigration Laws. Each Party agrees that any act by it or its subcontractors that results in the impediment or denial of access to its books and records or that of its subcontractors shall be a material breach of the Agreement by that Party.

Nothing herein shall make either Party or its subcontractors an agent or employee of the other. Nothing herein shall act to establish privity of Agreement between one Party and the subcontractors of the other Party.

Any breach by either Party or any of its subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting that party to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Party who breached this provision shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to the non-breaching Party's approval as soon as possible so as not to delay project completion and at no additional expense to the non-breaching party. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Party who breached this provision.

Each Party shall advise its subcontractor of the other Party's rights and the subcontractor's obligations under this Article by including a provision in its Agreement with each subcontractor in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that [CITY or GCFD, as the case may be] may inspect

the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this Agreement subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Agreement."

IN WITNESS WHEREOF, the parties enter into this agreement on the date set forth below.

APPROVALS

CITY OF PRESCOTT, PRESCOTT FIRE DEPARTMENT, a political subdivision of the state of Arizona

GROOM CREEK FIRE DISTRICT

Marlin D. Kuykendall, Mayor Date

Chairman/Fire Board Date

Elizabeth A. Burke, City Clerk Date

Clerk/Fire Board Date

Bruce Martinez, Fire Chief Date

Fire Chief Date

APPROVED AS TO FORM:

The foregoing agreement has been reviewed by undersigned counsels, who have determined that the agreement is in proper form and within the powers and authority granted under the laws of this state.

By: _____
Gary D. Kidd, City of Prescott Attorney Date

By: _____
(Groom Creek Fire District Attorney) Date

COUNCIL AGENDA MEMO – April 27, 2010

DEPARTMENT: Community Development

AGENDA ITEM: Preliminary Plat and Water Service Agreement for the Gardner Cove PAD comprising 16 townhouse units on 1.21 acres. Located on Gail Gardner Way east of Pike Place; and Water Service Agreement No. 10-004 in the amount of 3.85 ac.ft. **Zoning MF-M; APN: 115-08-034C, 034D & 071G; Owner and Agent:** Rick Radovich of Advanced R.E. Management, File No. PP10-001

Approved By:	Date:
Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood <i>SNorwood</i>	<i>04/15/10</i>

PROJECT SUMMARY:

This Preliminary Plat application features a 16 unit Townhome subdivision consisting of 8 duplex structures located on Gail Gardner Way. The project site consists of 3 meets and bounds tax parcels totaling 1.21 acres. Access is from Gail Gardner Way with a proposed private one-way frontage road. The common wall associated with each duplex creates a zero lot line which is permitted when platted as a Planned Area Development (PAD).

The applicant has requested Council waivers for the rear setback, side setback, and open space requirements. As proposed, the building setbacks, not associated with the common wall, are 15' in the rear and 5' on the side. The Land Development Code allows for PAD waivers to be granted by Council. The applicant has provided for adequate movement of traffic, emergency access, utilities and other practical considerations addressed in the LDC.

CURRENT ZONING

The MF-M zoning district allows for this use with a 20' setback in the front/rear and a 7' side setback. As a PAD, a minimum of 25% *common* open space is required. The current zoning of MF-M and combined lot area would allow a maximum density of 8 single family homes or up to 23 apartment or condominium units.

SUMMARY OF WAIVER REQUESTS:

	LDC Requirements	As proposed
Rear and Side Setbacks	20' and 7'	15' and 5"
Common Open Space	25% or more	less than 25%

Agenda Item: Preliminary PP10-001 and Water Service Agreement WSA07-003 Gardner Cove Townhomes PAD.

PREVIOUS COUNCIL ACTION:

In December of 2006, Council approved a rezoning from NOB to MF-M (RZ06-005), a preliminary plat and WSA for Arbor Place Condominiums (SP06-008), which consisted of 20 units.

CONSISTENCY WITH THE GENERAL PLAN

The project is consistent with the 2003 General Plan showing the area as Commercial, which allows for residential uses subject to the overlying zoning district. The subject property is not within any neighborhood or corridor plan area.

NEIGHBORHOOD COMPATIBILITY

The proposed development is compatible with the greater neighborhood area. Multi-family development has occurred on adjacent lands zoned MF-M (MH) and IT.

SURROUNDING LAND

<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
North	MF-M (MH)	Apartments
South	MF-M (MH)	A Single Family Home and Apartments
East	IT	Manufactured Home Park
West	MF-M (MH)	Gail Gardner Way and Single Family Homes

EXISTING SITE AND AREA CONDITIONS:

Water and sewer service will serve the property from Gail Gardner Way to the West. The project area is flat and is not in any flood zone. There are 4 driveway cuts currently servicing these parcels, two of which shall be removed.

WATER SERVICE AGREEMENT:

A Water Service Agreement in the amount of 3.85 acre feet, attached. The WSA takes into consideration the credit for homes that previously existed on-site.

DEPARTMENT AND AGENCY COMMENTS:

Comments were provided to agencies during the initial review process. No major issues have been identified on the proposed plat. Fire, Public Works and Engineering Services have reviewed the plat and have indicated no objections. A Traffic Impact Study is not needed for this project. The intersections of the one-way private frontage road where it connects to Gail Gardner Way will be required to be 36 feet or greater.

Agenda Item: Preliminary PP10-001 and Water Service Agreement WSA07-003
Gardner Cove Townhomes PAD.

PUBLIC COMMENTS

A letter of support has been received citing the need for low cost housing.

PLANNING COMMISSION REVIEW AND RECOMMENDATION:

The Commission reviewed this preliminary plat at its meeting on March 25, 2010. The original plat featured the frontage road as a separate parcel. The applicant then requested waivers for setbacks, open space, lot coverage, lot size and distance from garage to curb. The Commission expressed concern over the number of requested waivers, frontage road design and driveway length (garage to curb) issues.

The applicant agreed to address the concerns of the Planning and Zoning Commission by eliminating the need for a separate street parcel and extending each individual lot to the edge of Gail Garner way. Also, each structure had been adjusted to be 22' from the garage to the back of the curb per requirements in the LDC.

The P&Z Commission viewed the revised plat at its meeting on April 8, 2010. The discussion included the turning radius needed to turn into each driveway from the frontage road. The discussion concluded with a unanimous vote (5 to 0 with Petrosky and Michelman absent) recommending approval of the preliminary plat with the following condition: The garage to curb distance be reduced to 20' and the frontage road width be increased to 22'.

Attachments:

- Vicinity and Zoning Map.
- Applicant's Letter of Intent
- Proposed Preliminary Plat.
- Water Service Agreement
- Letter of Support

PLANNING & ZONING COMMISSION RECOMMENDATION

The P&Z Commission supports a positive recommendation to Council with one suggested condition of approval:

1. The garage to curb distance be reduced to 20' and the frontage road width be increased to 22'.

RECOMMENDATION:

1. **MOVE** to approve the Gardner Cove Townhomes Preliminary Plat, A Planned Area Development comprising 16 Townhomes; and
2. **MOVE** to adopt Water Service Agreement No. 10-004.

Gardner Cove Townhomes

Advanced RE Management, LLC is a development entity owned and operated by Rick Radavich and Jason Gisi. The principals intend to develop and build 16 townhomes within 8 buildings on +/- 1.24 acres of land located on Gail Gardner Way. The units will be 2 bedroom/2 bath with a single car garage and will range from 880 – 1,000 sq. ft. Each unit will have a fenced back yard. The property will be submitted as a PAD and platted in order to create fee-simple ownership of the individual townhomes.

Presently the underlying zoning allows for the intended use and upon completion the development will fit within the neighborhood in a harmonious fashion. This property previously had a water service agreement with the City of Prescott allowing credits for 20 units; the agreement expired recently. As the property had three houses that have been torn down, we will be requesting a water service agreement for only 13 units.

As a PAD we believe the proposed subdivision will benefit the neighborhood and community even though it does not specifically meet all requirements of the LDC. Therefore, for this infill project we shall seek the following waivers:

- 1) Front yard setback to 15 feet (due to PUE required by COP).
- 2) Rear yard setback to 15 feet (worst case scenario).
- 3) Side yard setback to 5 feet
- 4) Front landscape strip to 5 feet.
- 5) Less than 25% open space
- 6) More than 40% of lot coverage

Preliminary budget pricing and proforma shows that this project will more than likely fit within the requirements of Workforce Housing; however we will not be submitting as such. We believe the Workforce Housing designation has the potential to “limit” our buyers and in this market we are not comfortable in limiting ourselves.

The subdivision will be governed by an HOA. All common area and front yard landscaping is planned to be maintained by the HOA to insure future consistency.

Sincerely,

Rick Radavich
Member
Advanced RE Management, LLC

PRESCOTT
SURGICAL
SPECIALISTS

RECEIVED

APR 01 2010

CITY OF PRESCOTT
COMMUNITY DEVELOPMENT

March 25, 2010

City of Prescott Planning and Zoning
201 S. Cortez Street
Prescott, Az. 86305

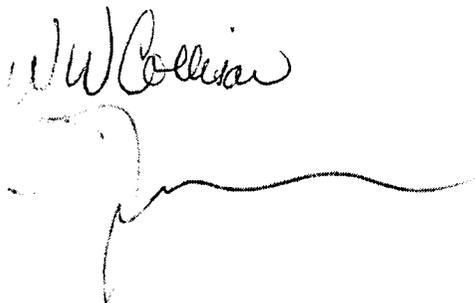
To Whom It May Concern:

RE: Residential Rezoning; Multi-Family Dwelling; Gail Gardner Way

We are in favor of satisfying the growing need for housing with the proposed, multiple unit dwelling on Gail Gardner Way. We have had our offices here for over 20 years. We are very aware of increasing traffic volumes and would favor a reduction in the number of units proposed on this arterial. We also favor placing detached garages and parking to the rear of the lot away from the street. Since this lot is also on a curve, having a single entry to the South would be favorable from a safety standpoint.

Sincerely,

Prescott Surgical Specialists
Dr. Wade Collison
Dr. Francisco Jaume
1050 Gail Gardner Way
Prescott, Az. 86305



928 778-3838

Fax 928 778-5630

1050 Gail Gardner Way #200
Prescott, Arizona 86305

**AGREEMENT FOR POTABLE WATER
ADVANCED R.E. MANAGEMENT LLC**

WHEREAS, Advanced R.E. Management LLC (hereinafter referred to as “Property Owner”) is the owner of certain real property within the City of Prescott; and

WHEREAS, the Property Owner wishes to secure approval for the provision of potable water for the foregoing property from the City of Prescott (hereinafter referred to as “City”); and

WHEREAS, the Property Owner contemplates subdividing the foregoing property into sixteen (16) residential lots, with a total of sixteen (16) dwelling units; and

WHEREAS, five (5) existing dwelling units previously located on the property and provided water service by the City have been removed, the demand for which is a grandfathered groundwater allocation; and

WHEREAS, PCC Section 2-1-12(H) requires that an agreement be reached between the City and the Property Owner in order to provide potable water; and

WHEREAS the City Council finds that compliance with this Agreement by the Property Owner shall result in:

1. The project or development being consistent with and conforming to, furthering the implementation of, and not contrary to, the City’s adopted Water Management Policy; and
2. The project or development being consistent with and conforming to, furthering the implementation of, and not contrary to the adopted General Plan; and
3. The project or development being consistent with and conforming to, furthering the implementation of, and not contrary to any applicable adopted plans, including but not limited to Specific Area Plans, Circulation Plans, Capital Improvement Plans, Open Space and Trail Plans, Neighborhood Plans, Local Historic District Plans, growth planning or growth management plans, and redevelopment plans; and
4. The project being in accord with the duly adopted Prescott Water Budget.

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

1. That this Agreement shall relate to the property described as Yavapai County Parcel Numbers 115-08-034C, 115-08-034D, and 115-08-071G more specifically described in the attached Exhibit “A” (hereinafter collectively referred to as the “Property”).

2. That the City will set aside and allocate an additional 3.85 acre feet annually of potable water to serve the Property, subject to the following:

A. That the Property Owner shall be solely responsible for the costs of any water and sewer main extensions or upgrades required to serve the Property.

B. The Property Owner shall tie the Property onto the City's Sanitary Sewer System, and shall be responsible for any and all costs associated therewith, before water service to the property is initiated.

C. That any change in use of the Property exceeding a total of sixteen (16) residential dwelling units shall result in the termination of this Agreement.

D. In the event that a final plat for sixteen (16) lots and sixteen (16) dwelling units is not approved by the Prescott City Council as provided in subdivision regulations, then and in that event, the amount of potable water set aside for the Property pursuant to this Agreement shall be reduced by 0.35 acre feet for each such lot not approved by the City Council provided, however, that any such reduction shall not extinguish the grandfathered entitlement of the property to five (5) residential units.

E. That the installation of any well on the Property, or the use of water on the Property from any other exempt well (less than 35 gpm), shall result in the termination of this Agreement.

3. This Agreement shall run with the land, and shall be binding upon the Property Owner's successors in interest and assigns.

4. 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 this 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 event of the foregoing, 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.

5. That the Property Owner 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 this agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Property Owner or its agents or employees.

6. 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.

7. Time is of the essence in this agreement. The failure of either party to require strict performance of any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

8. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

9. 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 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.

DATED this _____ day of _____, 2010.

PROPERTY OWNER:
ADVANCED R. E. MANAGEMENT LLC

By: _____
Name: Rick Radavich
Its:

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

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

STATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Rick Radavich, the _____ of Advanced R. E. Management LLC, 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 they executed it.

[Seal]

Notary Public

STATE OF ARIZONA)
)ss.
COUNTY OF YAVAPAI)

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

[Seal]

Notary Public

EXHIBIT A

PARCEL 1:

That portion of the Southeast Quarter of Section 29, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the most northerly corner of the right-of-way at the north end of APPLE BLOSSOM LANE, as recorded in Book 8 of Maps, Page 77, Records of Yavapai County, Arizona;

thence South $18^{\circ}46'$ East 32.13 feet;

thence North $71^{\circ}11'30''$ East 44.75 feet to the TRUE POINT OF BEGINNING and northwest corner of this parcel, also being a point on the easterly right-of-way line of Gail Gardner Way;

thence North $71^{\circ}14'$ East 135.28 feet to the northeast corner of this parcel;

thence South $18^{\circ}46'$ East 145.34 feet to the southeast corner of this parcel;

thence South $71^{\circ}14''$ West 139.47 feet to the southwest corner of this parcel and a point on the easterly right-of-way line of Gail Gardner Way;

thence North $24^{\circ}38'42''$ West along said easterly right-of-way line a distance of 25.98 feet to the P.C. of a curve to the right having a radius of 375.00 feet;

thence along said curve to the right through a central angle of $18^{\circ}21'56''$, an arc length of 120.20 feet to the TRUE POINT OF BEGINNING.

PARCEL 2:

That portion of the Southeast Quarter of Section 29, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the most northerly corner of the right-of-way at the north end of APPLE BLOSSOM LANE, as recorded in Book 8 of Maps, Page 77, records of Yavapai County, Arizona;

thence South $18^{\circ}46'$ East, 32.13 feet;

thence North $71^{\circ}11'30''$ East 44.75 feet;

thence North $71^{\circ}14'$ East 135.28 feet;

thence South $18^{\circ}46'$ East, 145.34 feet to the TRUE POINT OF BEGINNING and the northeast corner of this parcel;

thence South $18^{\circ}46'$ East 109.37 feet to the southeast corner of this parcel;

thence South $71^{\circ}14'$ West 127.43 feet to the southwest corner of this parcel and a point on the easterly right-of-way line of Gail Gardner Way;

thence North 22°17' West along said easterly right-of-way line a distance of 47.21 feet;

thence North 27°08'29" West along said right-of-way line a distance of 62.92 feet to the northwest corner of this parcel;

thence North 71°14' East 139.47 feet to the TRUE POINT OF BEGINNING.

PARCEL 3:

That portion of the Southeast Quarter of Section 29, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the most northerly corner of the right-of-way at the north end of APPLE BLOSSOM LANE, as recorded in Book 8 of Maps, Page 77, records of Yavapai County, Arizona;

thence South 18°46' East 32.13 feet;

thence North 71°11'30" East 44.75 feet;

thence North 71°14' East 135.28 feet;

thence South 18°46' East 254.71 feet to the TRUE POINT OF BEGINNING and the northeast corner of this parcel;

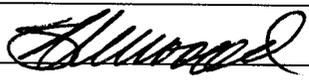
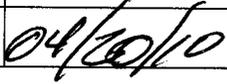
thence South 18°46' East 145.80 feet to the southeast corner of this parcel;

thence South 71°14' West 118.47 feet to the southwest corner of this parcel and a point on the easterly right-of-way line of Gail Gardner Way;

thence North 22°17' West along said easterly right-of-way line 146.08 feet to the northwest corner of this parcel;

thence North 71°14' East 127.43 feet to the TRUE POINT OF BEGINNING.

COUNCIL AGENDA MEMO – 04/27/2010
DEPARTMENT: Public Works
AGENDA ITEM: Approval of a License and Operations Agreement with the Crossings Subdivision Homeowners Association for operation of the low-water crossing on Clearwater Drive

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	04/20/10 

Item Summary

Approval of this License and Operations Agreement will provide for City operation of the low-water crossing on Clearwater Drive in The Crossings subdivision.

Background

The recorded Crossings subdivision plat requires the low-water crossing on Clearwater Drive to be maintained by the homeowners' association. However, Clearwater Drive, which traverses Willow Creek, is a public thoroughfare granted by easement on the same plat.

Operation of the Clearwater Drive low-water crossing in relation to the street has been an issue of concern to The Crossings Home Owners Association (HOA). Through dialogue with the HOA it has been proposed that the City operate and maintain the Clearwater Drive low-water crossing, on an interim basis, while discussions continue toward a long term solution. Operation of the low-water crossing would be in accordance with the City's written policy for all low-water crossings in Prescott. This includes closing and opening the low water crossing when determined appropriate and removing debris, when necessary, to maintain traffic.

This interim agreement includes mutual indemnification clauses to be in effect during the term of the agreement. Further, the agreement is severable by either party with 30 days written notice.

Attachments - The Crossings at Willow Creek Plat

Recommended Action: MOVE to approve the License and Operations Agreement with the Crossings Homeowners Association for City operation of the Clearwater Drive low-water crossing
--

April ___, 2010.

Laurie Heatwole, President
Willow Creek Property Owners Association, Inc.

James Atkinson, Esq.
1550 Plaza West Drive
Suite 400
Prescott, Arizona 86303

Re: Crossings – Clearwater Drive Low Water Crossing
License and Operations Agreement

Dear Ms. Heatwole and Mr. Atkinson:

As you know, the subdivision plat of the Crossings at Willow Creek Residential development recorded November 20, 2003 (the "Plat") provides that Willow Creek Property Owners Association, Inc. (the "Association") is the owner of, and is required to maintain, the Private Street areas (as designated on the Plat). One of the Private Street areas includes the low-water crossing area (the "Low Water Crossing") located within the Private Street area on Clearwater Drive in The Crossings Residential subdivision. Clearwater Drive is a public thoroughfare which connects with the Private Street area within which the Low Water Crossing is located.

Acknowledging and in consideration of the issues between the City of Prescott (the "City") and the Association, the City hereby agrees to operate and maintain the Low Water Crossing in accordance with the City's written policy for all low water crossings (a copy of which policy is attached hereto as Exhibit A and is incorporated herein by this reference). Such operation and maintenance obligations of the City include closing and opening the Low Water Crossing when determined by the City to be appropriate and removing debris, when determined necessary by the City, to maintain traffic. This Agreement and the City's obligations hereunder shall continue until the date thirty (30) days after the date either party hereto provides written notice to the other party of such party's intention to terminate this Agreement upon the expiration of such thirty (30) day period.

The City hereby releases and agrees to indemnify, defend, and hold harmless the Association, its officers, Directors, members, agents, representatives and their respective successors and assigns. for, from, and against any and all personal or bodily injury, death, property damage, loss, cost, claim, or liability (including reasonable attorneys' fees and costs) arising from the performance or lack of performance by the City of its obligations under this Agreement. The HOA hereby releases and agrees to indemnify, defend, and hold harmless the City, its officers, directors, members, agents, representatives and their respective successors and assigns. for, from, and against any and all personal or bodily injury, death, property damage, loss, cost, claim, or liability (including reasonable attorneys' fees and costs) arising from the performance or lack of

performance by the HOA of its obligations under this Agreement and/or arising from the intentional or negligent use of the Low Water Crossing by the HOA, or any of its agents during the term of this Agreement.

If a claim for losses (a "Claim") is to be made by the Association against the City pursuant to this Agreement, the Association will give written notice (a "Claim Notice") to the City as soon as practicable after the Association becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Agreement. If any lawsuit or enforcement action is filed against the Association for which it may be entitled to the benefit of indemnity under this Agreement, written notice of such will be given to the City as promptly as practicable (and in any event within 15 days after the service of the citation or summons). The failure of the Association to give timely notice under this Agreement will not affect rights to indemnification under this Agreement, except to the extent that the City demonstrates substantial material prejudice caused by such failure. After such notice, if the City acknowledges in writing to the Association that the City is obligated under the terms of its indemnity under this Agreement in connection with such lawsuit or action, then the City will be entitled, if it so elects, (i) to take control of the defense and investigation of such lawsuit or action, (ii) to employ and engage attorneys of its own choice to handle and defend the same (unless the named parties to such action or proceeding include both the City and the Association and the Association has been advised in writing by counsel that there may be one or more legal defenses available to the Association that are different from or additional to those available to the City, in which event the Association will be entitled to separate counsel of its own choosing at the City's cost and expense as provided by this Agreement) and (iii) to compromise or settle such claim, which compromise or settlement will be made only with the written consent of the Association, such consent not to be unreasonably withheld. If the City fails to assume the defense of such claim within 30 days after receipt of the Claim Notice, the Association will (upon delivering notice to such effect to the City) have the right to undertake, at the City's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the City; provided, however, that such Claim will not be compromised or settled without the written consent of the City, which consent will not be unreasonably withheld. In the event a party assumes the defense of a claim as provided above, such party shall keep the other party reasonably informed of the progress of any such defense, compromise or settlement.

This Agreement shall be binding upon and inure to the benefit of the Association and the City and their respective successors and assigns. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to this Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The parties further agree that there shall be no damage remedy for breach of any provisions of this Agreement and that the sole remedy for any breach shall be

Laurie Heatwole, President
Willow Creek Property Owners Assoc. Inc.
James Atkinson, Esq.
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specific performance and or declaratory judgment. The parties agree to meet and attempt to resolve any dispute in good faith prior to initiating any legal process, to participate in accelerated arbitration and to make good faith efforts to expeditiously resolve any dispute during such process, in order to promptly and expeditiously to resolve any disputes. Further, in the event of an appeal from such arbitration process, the parties agree to utilize all good faith efforts to ensure expeditious resolution of any litigation, including participation in expeditious provisional remedies if available. No waiver of any term of this Agreement shall be deemed to be a continuing waiver of that term or a waiver of any other term of this Agreement. This Agreement may be signed in one or more counterparts, each of which together will form one binding agreement of the parties.

It is mutually understood and agreed upon by the parties hereto that the resolution set forth herein in no way shall constitute any admission on the part of the City of any fact or matters of law asserted by either party contained in this Agreement or outside of this Agreement, and is undertaken solely for the purposes of resolving disputed legal matters. Accordingly, this Agreement shall not be deemed to be an admission of any wrongdoing, notice, or any other admission of liability or factual issue of any kind on the part of the City or Association in any proceeding and the parties further acknowledge that nothing in this Agreement shall be used to establish any assertions or legal claims.

This Agreement shall be construed and interpreted in accordance with the laws of Arizona.

This Agreement constitutes the complete understanding between the Association and the City and supersedes any and all prior agreements, promises, representations, or inducements, no matter what their form as to the handling of the Low Water Crossings. No promises or agreements made subsequent to the execution of this Agreement by the parties shall be binding unless reduced to writing and signed by authorized representatives of these parties. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of the Association and the City.

Please verify acceptance of this arrangement by signing below and returning the original document to my attention.

Sincerely,

City of Prescott

Willow Creek Property Owners Association,
Inc.

By: _____

By: _____

Marlin D. Kuykendall, Mayor

Laurie Heatwole

Date

Its: President

Laurie Heatwole, President
Willow Creek Property Owners Assoc. Inc.
James Atkinson, Esq.
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ATTEST:

Elizabeth A. Burke

cc. Steve Norwood, City Manager
Mike Kappel, Police Chief
Bruce Martinez, Fire Chief
Chad McDowell, Field Operations
Mark Nietupski, Dir. Public Works

CITY OF PRESCOTT LOW-WATER CROSSING POLICY

The following numbered low-water crossing list is being provided for all field personnel. Each member will study and become familiar with procedure and locations of all low-water crossings. Keys have been provided and barricades have been locked in place at all the numbered crossings except #8. If a crossing is identified as being hazardous, the member should immediately close the crossing and notify the Police Communications Center of the closure. No member shall leave a crossing open when that crossing meets the criteria for closure as outlined herein or where special hazards are identified. The following procedures have been issued by the City of Prescott in Department Director Letter No. 801 and are to be followed as outlined.

- A. During normally scheduled working hours (07:00 a.m. to 3:30 p.m. weekdays), the Street Division will be primarily responsible for checking creek crossings and placing barricades where needed.
- B. Also, during normally scheduled working hours, all City members in the field who observe hazardous crossing situations are to immediately notify the Street Division of such crossings. However, if it represents an immediate hazard, such members are to use assigned keys to unlock the barricades and properly close such crossings. Upon doing so, the Communications Center shall be immediately notified.
- C. During non-scheduled working hours (nights, weekends, and holidays), the Police Department shall be primarily responsible for checking creek crossings and requesting barricades where needed. Upon identifying a need for barricades, the on-duty supervisor shall authorize the notification of the Fire Department who will respond and place barricades as needed.
- D. If the Police Department is unable to make crossing checks due to service requests, the on-duty supervisor shall authorize the notification of the Fire Department to conduct street crossing checks for barricade needs. Should both Police and Fire Departments be otherwise committed, or the storm is of such magnitude, the Police Department shall notify the Street Division's call-out supervisor to take charge of crossing checks and barricade placements.
- E. Each department shall instruct its members to place barricades or make proper notification for such barricades in the following circumstances:
 - 1. When the flow of the creek rises onto the traveled portion of bridged or culvert crossings.
 - 2. When the flow of water reaches a depth of four (4) inches at any point of a non-bridged or non-culvert crossing.
- F. Low-water crossings will be re-opened by Streets Division Personnel ONLY. The employee removing the barricades is to also immediately notify the Communications Center of the time and location (by number of the opening).

G. **LOW WATER CROSSING LIST**

1.	Pleasant Valley Dr.	Culvert Overlaid with Asphalt
2.	Fern Drive	Culvert Overlaid with Asphalt
3.	Horizon Hills Drive	Concrete Slab
4.	Jack Drive	Culvert with Concrete Surface
5.	Geneva Drive	Culvert Overlaid with Asphalt
6.	Hillside & Second St.	Concrete Slab
7.	Private Entrance to School Yard off Peace Ln.	Concrete Slab
8.	Miller Valley Road (at Miller Creek)	Concrete Bridge with Asphalt Surface
9.	Lincoln	Concrete Road thru Butte Creek Bed
10.	First Street (So. Of Merritt)	Culvert with Concrete Surface
11.	N. Granite Street	Concrete Slab
12.	Sixth Street	Culverts Encased in Concrete
13.	Entrance to Granite Creek Park	Asphalt road
14.	Sunset Avenue	Culvert with Concrete Surface
15.	Mayo Street	Culvert with Concrete Surface
16.	West Street	Concrete Bridge
17.	Oregon Avenue	Culvert with Concrete Surface
18.	N. Willow Street	Culvert with Concrete Surface
19.	W. Sheldon	Culverts with Concrete Slab
20.	Leroux & S. Granite	Culvert with Concrete Surface
21.	Middlebrook	Culvert with Concrete Surface
22.	Poplar Drive	Dirt Wash (No Outlet)
23.	Forest Hylands	Culverts with Concrete Surface
24.	Joseph & Cheery Street	Culvert with Concrete Surface
25.	Walden Road	Culvert with Dirt Surface
26.	Hidden Valley Road	Culvert with Dirt Surface
27.	S. Rush	Culvert Overlaid with Asphalt
28.	Goodwin & Rush	Concrete Slab
29.	Clearwater & Robin	Concrete Slab

COUNCIL AGENDA MEMO – April 27, 2010	
DEPARTMENT:	Parks, Recreation & Library
AGENDA ITEM:	Resolution supporting and authorizing staff applications for Arizona State Department Transportation Enhancement Grant

	Date:
Department Head: Debbie Horton	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>04/21/10</i>

Background:

The Parks, Recreation & Library Department seeks support and authorization from Council for efforts to submit any applicable grants applications from the Arizona Department of Transportation for Peavine Multi-Use Trails System Improvements to provide for enhanced user amenities in the form of non-traffic interface overpasses and related trail amenities.

Recommended Action: MOVE to adopt Resolution No. 4015-1045.
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RESOLUTION NO. 4015-1045

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, SUPPORTING AND AUTHORIZING APPLICATIONS AND REQUESTS FOR GRANTS FROM THE ARIZONA STATE DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION ENHANCEMENT ACT GRANTS FOR PEAVINE RAILS-TO-TRAILS IMPROVEMENTS

RECITALS:

WHEREAS, the City Council wishes to authorize City staff to submit grant applications to the Arizona Department of Transportation for grants intended to provide for improvements of the Peavine Trail and to enhance said trail by providing funds necessary to construct overpasses on said trail, and whereas grants are due by August 2010 and awarded in November 2010,

ENACTMENTS:

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

Section 1. That the City of Prescott hereby supports staff's and authorizes staff's efforts to submit any applicable grants applications from the Arizona Department of Transportation for Peavine Multi-Use Trails System Improvements to provide for enhanced user amenities in the form of non-traffic interface overpasses and related trail amenities,

Section 2. That the Mayor and staff are hereby authorized to investigate the availability of any applicable grants which might provide for these improvements to the Peavine Trail and are further authorized to execute any and all documents necessary to apply for such grants.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 27th day of April, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney