

# PRESCOTT CITY COUNCIL REGULAR VOTING MEETING A G E N D A \*AMENDED

**PRESCOTT CITY COUNCIL  
REGULAR VOTING MEETING  
TUESDAY, July 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:** Rabbi William Berkowitz, Temple B'rith Shalom
- ◆ **PLEDGE OF ALLEGIANCE:** Councilwoman Linn
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

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

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

**I. PUBLIC COMMENT**

- A. Frank Creelman re Lessons by J.C., the Constitution of the United States of America and the Declaration of Independence (understanding; kindness; caring; compassion; *"Do unto others..."*; and rights to life, liberty and pursuit of happiness).

**II. PRESENTATIONS**

- A. Introduction of new businesses.
- B. Presentation of video commissioned by Prescottnews re Prescott.

- C. Presentation of Award from Access 13 for *Government Program of the Year* for the Frontier Days Wrap-up.

### III. CONSENT AGENDA

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

- A. Award of contract to Asphalt Paving and Supply in an amount not to exceed \$100,000.00 citywide for aggregate materials.
- B. Award of contract to Crafcoc, Inc., in accordance with ADOT contract T0721A0067 for a not-to-exceed amount of \$100,000.00 for asphaltic rubber crack sealant.
- C. Approval to purchase a truck-mounted attenuator from Highway Technologies in the amount of \$22,965.55.
- D. Adoption of Resolution No. 4032-1102 - A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting a grant from the Governor's Office of Highway Safety to support officer overtime, employee related expenses and purchase of equipment necessary to support highway safety.
- E. Adoption of Resolution No. 4033-1103 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott Police Department to enter into an Intergovernmental Agreement with the Maricopa County Sheriff's Office ("MCSO") to enhance the effectiveness of law enforcement by increasing information sharing related to crime and criminal activities through participation in the AZLink Program and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- F. Adoption of Resolution No. 4034-1104 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into a Right-of-Way Agreement with the State of Arizona, Arizona State Land Department, for the Northwest Tank Public Safety Communication Tower Site, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- G. Approval of the Minutes of the Regular Voting Meeting of July 13, 2010.

### IV. REGULAR AGENDA

- A. Public Hearing and consideration of a liquor license application submitted by Randy Nations, agent for The Club at Prescott for a new Series 6, Bar, license for The Club at Prescott Lakes located at 315 E. Smoketree Lane.

- B. Authorization of payment to Tech Logic Corporation in the amount of \$146,715.00 for automated Materials Handling equipment at the Prescott Public Library. (FUNDED THROUGH YAVAPAI COUNTY LIBRARY DISTRICT)
- C. Adoption of Ordinance 4753-1104 - An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending Chapter 15-1-12: *Vehicles, Speed Limits and Parking*, of the Prescott City Code by adding sections thereto for regulating parking areas and fees under the jurisdiction of the Parks and Recreation Department with the City of Prescott; establishing fines for violations of said regulations; and authorizing the Mayor and City staff to take all necessary steps to effectuate said regulations.
- D. Adoption of Resolution No. 4031-1101 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the application for and acceptance of a Transportation Enhancement Grant from Arizona Department of Transportation for a separated grade crossing for the City of Prescott’s Peavine National Recreation Trail, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- E. Peavine Trail / Granite Dells Estates:
  - 1. Adoption of Ordinance No. 4754-1105 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, dedicating a right-of-way across the Peavine Trail for public access purposes and authorizing the Mayor and City staff to take all necessary steps to effectuate such right-of-way acceptance.
  - 2. Approval of a Right-of-Entry and Temporary Construction Easement.
  - 3. Approval of a License Agreement with Granite Dells Estates Properties, Inc.
- F. Adoption of Resolution No. 4035-1105 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the application for and acceptance of a Transportation Enhancement Grant from Arizona Department of Transportation for West Gurley Street Pedestrian Enhancements (Cory Avenue to Plaza Drive), and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- G. Changes to commercial solid waste hauling:
  - 1. Adoption of Resolution No. 4036-1106 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, declaring as a Public Record that certain document filed with the City Clerk and entitled “*Chapter 2-13, Field Operations Department; Solid Waste Division of the Prescott City Code.*”
  - 2. Adoption of Ordinance No. 4755-1106 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona amending the

Prescott City Code by deleting Chapter 2-13, *Solid Waste Department*, and adopting by reference that certain document entitled “Chapter 2-13, *Field Operations Department; Solid Waste Division of the Prescott City Code*,” made a public record by Resolution No. 4036-1106; setting penalties therefor; and declaring an emergency.

3. Adoption of Resolution No. 4037-1107 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, rescinding Resolution No. 3405 and adopting a new Valuation Table and Methodology for the calculation of such fees for the Solid Waste Division.
- H. Review, approval and ratification of the 2003 Plat adoption for the Crossings at Willow Creek - Residential.
- I. Discussion/direction of continuing with two Regular Voting meetings a month as previously adopted in Resolution No. 4001-1031.
- J. Consideration of cancellation or postponement of August 24, 2010 Council meeting due to the conflict with the Annual Conference of the League of Arizona Cities and Towns.
- K.\* Acceptance of a Federal Aviation Administration grant in the amount of \$186,405.75 (City matching share \$4,905.41) and authorizing the application for a grant from the Arizona Department of Transportation – Aeronautics Division in the amount of \$4,905.42 for construction of Airport Pavement Preservation and Markings.**
- L.\* Adoption of Ordinance No. 4756-1107 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, quitclaiming a certain municipal right-of-way which consists of a portion of Lorraine Drive located north of Robin Drive and authorizing the Mayor and City staff to take all necessary steps to effectuate such quitclaim deed.**
- M.\* Adoption of Ordinance No. 4757-1108 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, abandoning existing water line easements and pipeline right-of-way north and west of Robin Drive and Lorraine Drive specifically located on the current Assessors Parcel Numbers 106-07-030, 106-07-006, 106-007-003 and 106-07-002E as shown on Exhibits “A”, “A1” and “A2” and accepting a grant of water line easement with the right of ingress and egress to and from the same across the property as shown on Exhibits “B” and “B1” water line easement and record of survey and authorizing the Mayor and City staff to take all necessary steps to effectuate such abandonment and dedication.**

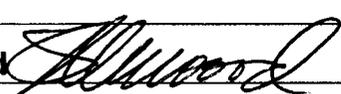
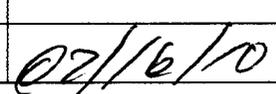
## V. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing AMENDED 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

<b>COUNCIL AGENDA MEMO - 27 JULY 2010</b>	
<b>DEPARTMENT:</b>	Field Operations
<b>AGENDA ITEM:</b>	Aggregate Materials (ABC, Gravel, Rock, Sand)

	<b>Date:</b>
<b>Department Head:</b> Chad McDowell	7-15-2010
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood 	07/16/10 

**Background:**

In October of 2008, the City of Prescott first requested bids for aggregate materials for City-wide use. This combined strategy resulted in bids for materials used by the Streets Division, Parks and Recreation and the Utilities division at much lower rates than each had been able to secure separately.

The materials are used for grading dirt roads, backfilling in excavation sites, road shoulder maintenance, and rain and snow-storm response and park maintenance. Staff solicited bids for citywide materials for FY2011. Vendors were asked to provide price per ton on 21 different types of material as well as delivery charges.

Four bidders responded; Asphalt Paving and Supply, Arrowhead Materials, Material Delivery Inc., and G&S Gravel, Inc.

Asphalt Paving and Supply was the low bidder on the products predominantly used by city crews (10 out of 21). The next closest bidder was MDI Rock with 8 low bids on lesser used products. A P & S was the low bidder across the board on delivery charges, making them the overall low bid. List of materials sent out to bid is attached.

**Financial:**

Aggregate materials is an annually budgeted item, necessary for the City's operations. Funds have been approved in this year's budget.

**Recommended Action: MOVE to award a contract to Asphalt Paving and Supply in an amount not to exceed \$100,000 Citywide.**



CITY OF PRESCOTT  
 BID SHEET  
 FOR AGGRAGATE AND STONE BULK MATERIALS

Bid the following materials based on your firms ability to supply and deliver. It is not n ecessary to bid all items - the City will select materials based on b availability as needed.

**BIDDERS**

Asphalt Paving and Supply (AP &S)  
 2425 N Glassford Hill Rd  
 Prescott Valley, AZ 86314  
 Contact: Chris Mathern, Mike McCormick, 772-6363

Arrowhead Materials  
 1405 Road 6 North  
 Chino Valley, AZ 86323  
 Contact: Chris Mathern, Mike McCormick, 772-6363

Material Delivery, Inc. (DBA MDI Rock)  
 2815 E. Rose Garden Ln  
 Phoenix, AZ 85050  
 Contact: Mark Higgins, (602) 569-8722

G&S Gravel, Inc.  
 11500 Finley Rd. (PO Box 531)  
 Mayer, AZ 86333  
 Contact: Mark Miller 623-9359

MATERIAL	DESCRIPTION										
MAG Spec	Select Material Type A										
MAG Spec	Select Material Type B										
MAG Spec	Aggregate Base										
Non-Spec ABC Select Material 1.5 inch minus	Your formula - Show Gradation, Swell Factor and Plasticity Index on page 4,5 & 6 of this bid sheet										
Non-Spec ABC Select Material 1.25 inch minus	Your formula - Show Gradation, Swell Factor and Plasticity Index on page 4,5 & 6 of this bid sheet										
Lime Treated Non-Spec ABC	.5% added lime Your formula - Show Gradation, Swell Factor and Plasticity Index on page 4, 5 & 6 of this bid sheet										
Lime Treated Non-Spec ABC	1% added lime Your formula - Show Gradation, Swell Factor and Plasticity Index on page 4,5 & 6 of this bid sheet										
Lime Treated Non-Spec ABC	2% added lime Your formula - Show Gradation, Swell Factor and Plasticity Index on page 4,5 & 6 of this bid sheet										
Lime Treated Non-Spec ABC	3% added lime Your formula - Show Gradation, Swell Factor and Plasticity Index on page 4,5 & 6 of this bid sheet										

CITY OF PRESCOTT  
 BID SHEET  
 FOR AGGRAGATE AND STONE BULK MATERIALS

MATERIAL	DESCRIPTION						
Lime Treated Non-Spec ABC	4% added lime Your formula - Show Gradation, Swell Factor and Plasticity Index on page 4,5 & 6 of this bid sheet						
Lime Treated Non-Spec ABC	5% added lime Your formula - Show Gradation, Swell Factor and Plasticity Index on page 4,5 & 6 of this bid sheet						
Lime Treated Non-Spec ABC	6% added lime Your formula - Show Gradation, Swell Factor and Plasticity Index on page 4,5 & 6 of this bid sheet						
Pea Gravel	3/8 to 3/16 washed						
Bedding Material	3/8 minus with less than 2% organic material, less than 1.5% Swell Factor						
Decomposed Granite	3/8 minus						
Decomposed Granite	3/4 minus						
Sand	Washed sand # 4 to 200 sieve. Your formula show various sand and list qualities to include masonry, concrete and plaster sand on page 4, 5 & 6 of this bid sheet						
Rock	Leach Rock, 1 to 3 inch with 30% minimum voids when placed						
Decorative Rock	Your Product- describe sizes and color on pages 13 & 14 of this bid						
USGA Sand	Sand to be used at Antelope Hills Golf Courses						
	Fill dirt, not rated for compaction; to be used to cover rocky materials to prep for plantings; screened to remove rocks and debris						
Lowest Bid	Only Bid						

<b>COUNCIL AGENDA MEMO -27 JULY 2010</b>	
<b>DEPARTMENT:</b>	<b>Field Operations</b>
<b>AGENDA ITEM:</b>	<b>Asphaltic Rubber Crack Sealant</b>

		<b>Date:</b>
<b>Department Head:</b>	<b>Chad McDowell</b>	
<b>Finance Director:</b>	<b>Mark Woodfill</b>	
<b>City Manager:</b>	<b>Steve Norwood</b> <i>[Signature]</i>	<i>07/13/10</i>

**Background:**

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

1. Fill and seal all the cracks on the streets that will be chip sealed in the summer of FY2012
2. Fill and seal the remaining cracks at the airport
3. Fill and seal previously identified cracks on streets throughout the City

**Financial:**

ADOT currently has a contract (#T0721A0067) with Crafc0, Inc., out of Chandler for the price of \$ .3198 per pound. There is no local supplier of this product.

Staff is recommending the award of contract to Crafc0, Inc., in an amount not to exceed \$100,000.00 funded from the following accounts:

- 2157810-8350 - 90036 - \$60,000 - Engineering
- 2257400-8350 - 10008 - \$10,000 - Airport
- 2156610-8350 - \$30,000 - Streets

**Recommended Action:** **MOVE** to award a contract to Crafc0, Inc., in accordance with ADOT contract T0721A0067 for a not-to-exceed amount of \$100,000.00.

18 Jun 10

MEMORANDUM

Subj: Council Agenda Memo – Asphaltic Rubber Crack Sealant – FY11

Background:

- The Streets Division will begin crack sealing for FY11 in September.
- There are currently 10 work orders pending for the “previously identified” streets: some encompass multiple streets; more will be added
- Ben Vardiman desires to participate in the FY11 crackseal project at least \$10K worth, possibly \$20K, depending on funds available
- Engineering will participate also, according to George Henderson, but amount needs to be determined.
- ADOT contract is in effect through April of 2011.

Requests:

- Please provide your priorities, if any, for crack sealing streets.
- Let me know if you want to determine with Engineering, their participation level for FY11 or if you want me to do it.
- Approve (and change as necessary) attached Council Agenda Memo (dates, amounts)

<b>COUNCIL AGENDA MEMO – 27 JULY 2010</b>	
<b>DEPARTMENT:</b>	Field Operations
<b>AGENDA ITEM:</b>	Truck Mounted Attenuator (Crash Bumper)

	<b>Date:</b>
<b>Department Head:</b> Chad McDowell	July 15, 2010
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>SNorwood</i>	<i>07/15/10</i>

**Background:**

The Streets Division performs street maintenance activities on all City streets. In recent years, the City has acquired responsibility for portions of Highway 89 and other streets with higher speed traffic. Certain activities, such as crack sealing, along these roadways require mobile traffic control, as our crews are physically working in the streets. Even with proper traffic control and signage in place, the chances of a motorist striking a city vehicle or city employee are significant.

The risk of our crews and city vehicles can be greatly reduced by the use of a barrier separation between motorists and workers, including use of truck-mounted impact attenuators. An impact attenuator is an energy-absorbing device attached to the rear of a truck, thus protecting the driving motorist and the protected vehicle's driver upon impact.

While the intent of purchasing the truck-mounted attenuator is to improve the safety of workers on the higher-speed streets, it will perform the same safety enhancement on slower-speed streets within the City and improve traffic flow in work zones. The equipment is portable and will be used on our existing trucks.

**Financial:**

Staff received the following bids for a truck-mounted attenuator on 24 Jun 2010:

Highway Technologies	\$22,965.55
Interwest Safety Supply Inc.	\$26,013.40

The Highway Technologies bid meets specifications in the bid request as well as ADOT specifications. FY11 funds are available.

**Recommended Action:** MOVE to purchase a truck-mounted attenuator from Highway Technologies in the amount of \$22,965.55.



**COUNCIL AGENDA MEMO – 07/27/2010**

**DEPARTMENT: POLICE**

**AGENDA ITEM: Recommendation for Council to adopt a resolution allowing acceptance of \$38,150 from 2011 Highway Safety Plan Grant Funds provided by the Governor's Office of Highway Safety. Awarded funds will support officer overtime, employee related expenses, and purchase of equipment necessary to support highway safety.**

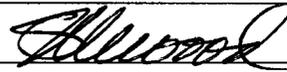
**Approved By:**

**Date:**

**Department Head: Michael Kabbel**

**Finance Director: Mark Woodfill**

**City Manager: Steve Norwood**



07/20/10

**Summary:**

The Prescott Police Department requests approval to accept \$38,150 in grant funding provided by the Governor's Office of Highway Safety.

**Background:**

In March 2010, Council approved submission of a grant application to the Governor's Office of Highway Safety seeking grant funds through the 2011 Highway Safety Plan. On June 23, 2010, the Prescott Police Department received notification that a total of \$38,150 in grant funding had been awarded to our Department, pending formal acceptance. Awarded funds, to be disbursed in October, allow for the purchase of laser speed measurement and Portable Breath Testing devices that will enhance traffic enforcement by our Patrol Bureau. Also provided are funds to reimburse personnel costs necessary to provide enhanced speed and aggressive driver enforcement.

**Financial Impact:**

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

**Recommended Action: MOVE to adopt Resolution No. 403~~2~~1102.**

**RESOLUTION NO. 4032-1102**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING A GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY TO SUPPORT OFFICER OVERTIME, EMPLOYEE RELATED EXPENSES AND PURCHASE OF EQUIPMENT NECESSARY TO SUPPORT HIGHWAY SAFETY**

**RECITALS:**

WHEREAS, in March, 2010, the City Council authorized submission of a grant application to the Governor's Office of Highway Safety (GOHS) through the 2011 Highway Safety Plan seeking grant funds for the support of officer overtime, employee related expenses, and to purchase equipment necessary to support highway safety; and

WHEREAS, on June 23, 2010, the Prescott Police Dept. was notified that a total of \$38,150 in grant funding had been awarded to the Department pending formal acceptance; and

WHEREAS, there are no requirements for local matching funds associated with this grant award, consequently there would be no financial impact to the City.

**ENACTMENTS:**

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

SECTION 1. That the City of Prescott hereby authorizes the acceptance of grant funding from the Governor's Office of Highway Safety in the amount of \$38,150.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute any and all documents to effectuate the foregoing and all previous documents executed by them as necessary to accept the grant funding.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

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MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

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ELIZABETH A. BURKE, City Clerk

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GARY D. KIDD, City Attorney



<b>COUNCIL AGENDA MEMO – 07/27/2010</b>
<b>DEPARTMENT: POLICE</b>
<b>AGENDA ITEM: Recommendation for Council to adopt a resolution approving an Intergovernmental Agreement between Maricopa County, on behalf of the Maricopa County Sheriff's Office, and the City of Prescott, on behalf of the Prescott Police Department.</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Michael Kabbel</b>	
<b>Finance Director: Mark Woodfill</b>	
<b>City Manager: Steve Norwood</b> 	<i>07/20/10</i>

**Summary:**

The Prescott Police Department requests approval of an Intergovernmental Agreement (IGA) between Maricopa County, on behalf of the Maricopa County Sheriff's Office (MCSO), and the City of Prescott, on behalf of the Prescott Police Department. The purpose of this Agreement will be to enhance the effectiveness of law enforcement by increasing information sharing related to crime and criminal activities through participation in the AZLink Program. This program consists of a consortium of law enforcement agencies that have agreed to a secure method of electronically sharing confidential law enforcement information.

**Background:**

Pursuant to this IGA, the Prescott Police Department will become a Client Agency in the AZLink Northern Arizona Region. Participation in the AZLink program will permit our Department to share law enforcement information administered by the MCSO, and have access to information from other client agencies participating in the AZLink Program. Through this partnership, participating agencies can utilize the full cumulative knowledge of regional law enforcement at all levels, which will maximize the benefits of information gathering and analysis needed to respond to criminal threats, support law enforcement activities, and to enhance public safety.

Either party may terminate this Agreement for convenience or cause upon sixty (60) days written notice to the other party.

**Financial Impact:**

There will be no financial impact to the City as result of this agreement.

**Recommended Action: MOVE to adopt Resolution No. 4033-1103.**

**RESOLUTION NO. 4033-1103**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT POLICE DEPARTMENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY SHERIFF'S OFFICE ("MCSO") TO ENHANCE THE EFFECTIVENESS OF LAW ENFORCEMENT BY INCREASING INFORMATION SHARING RELATED TO CRIME AND CRIMINAL ACTIVITIES THROUGH PARTICIPATION IN THE AZLINK PROGRAM AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

**RECITALS:**

WHEREAS, the Prescott Police Department and the Maricopa County Sheriff's Office (MCSO) wish to enter into an Intergovernmental Agreement ("IGA") attached hereto as Exhibit "A," and made a part hereof, to enhance the effectiveness of law enforcement by increasing information sharing related to crime and criminal activities through participation in the AZLink Program; and

WHEREAS, pursuant to this IGA, the Prescott Police Department will become a Client Agency in the AZLink Northern Arizona Region. Participation in the AZLink program will permit the Prescott Police Department to share information and to have access to information from other client agencies participating in the program; and

WHEREAS, ARS §§11-951 AND 11-952 authorize "public agencies" such as Prescott Police Department and Maricopa County Sheriff's Office 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 Intergovernmental Agreement between the Prescott Police Department and the Maricopa County Sheriff's Office (MCSO) attached hereto as Exhibit "A," and made a part hereof.

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 foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

\_\_\_\_\_  
MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



<b>COUNCIL AGENDA MEMO-July 27, 2010</b>
<b>DEPARTMENT:</b> Prescott Regional Communications Center
<b>AGENDA ITEM:</b> State of Arizona Land Department Right of Way Lease Agreement

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Darrell Willis	7/15/10
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood 	07/20/10

**BACKGROUND**

In April of 2007, the City of Prescott received a State Land lease (03-111311) at 3599 Williamson Valley Road to construct a public safety communication site for upgrades to Police and Fire communications in Northwest Prescott. This lease was within the existing fenced area of the Northwest water tank near Williamson Valley Road and Pioneer Parkway on State land. This communication site is currently operational improving radio coverage in Northwest Prescott.

The existing State Land lease requires the City of Prescott to also have a State Land service road right of way access to the Communication site from Williamson Valley Road. The right of way agreement is for a ten year period with a renewal date of June 2020.

**RECOMMENDATION**

It is recommended that the City of Prescott approve the right of way (18-113789) for access to the Northwest Communication site. The cost of this right of way agreement is \$1,447.00 for ten years ending June 23, 2020 which has been budgeted in account 1005200-8475, project 90082. This approval will provide the City of Prescott the required access to use and maintain the Northwest Communication Site. A copy of this agreement is attached to the memorandum.

<b>Recommended Action:</b> MOVE to adopt Resolution No. 4034-1104.
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**RESOLUTION NO. 4034-1104**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A RIGHT-OF-WAY AGREEMENT WITH THE STATE OF ARIZONA, ARIZONA STATE LAND DEPARTMENT, FOR THE NORTHWEST TANK PUBLIC SAFETY COMMUNICATION TOWER SITE, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

**RECITALS:**

WHEREAS, the parties wish to enter into a Right of Way Agreement providing the access necessary to complete the infrastructure needed to activate the Northwest Tower Public Safety Communication tower site to allow a major regional public safety communication upgrade project and to build the infrastructure required to use mobile data computers and automatic vehicle locators through the Prescott area; and

WHERE, the communication system includes six stand alone communication towers and equipment buildings located through the Prescott area, providing the infrastructure required to accommodate the voice and data communication system for Prescott's police and fire communication systems and to assist outlying agencies with their public safety communication needs; and

WHEREAS, this site allows and facilitates a major regional public safety communication system.

**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 Right of Way Agreement with the State of Arizona, Arizona State Land Department, for the Northwest Tank Public Safety Communication tower site.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

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MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**STATE LAND DEPARTMENT  
STATE OF ARIZONA**

**Right of Way**

R/W No. 18-113789

**THIS RIGHT OF WAY (“Right of Way”) is entered into by and between the State of Arizona (as “Grantor”) by and through the Arizona State Land Department and**

**CITY OF PRESCOTT**

**(“Grantee”). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:**

**EXTENT OF DOCUMENT**

**“Additional Conditions”, “Exhibits”, and “Appendixes” are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.**

**ARTICLE 1  
SUBJECT LAND**

**1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto (“Subject Land”).**

**1.2 Grantee makes use of the Subject Land “as is”, and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.**

**ARTICLE 2  
TERM**

**2.1 The term of this Right of Way commences on June 24, 2010 (“Commencement Date”) and expires on June 23, 2020 (“Expiration Date”), unless sooner canceled or terminated as provided herein or as provided by law.**

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

#### **ARTICLE 5** **CONFORMITY TO LAW**

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

#### **ARTICLE 6** **CANCELLATION, TERMINATION AND ABANDONMENT**

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities, and so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Grantor.

#### **ARTICLE 7** **ENVIRONMENTAL INDEMNITY**

7.1 Grantee shall protect, defend, indemnify, and hold harmless the Grantor from and against all liabilities, costs, charges, and expenses, including attorneys' fees and court costs arising out of (or related to) the presence of (or existence of) any substance regulated under any applicable federal, state, or local environmental laws, regulations, ordinances, or amendments thereto because of: (a) any substance that came to be located on the Right of Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right of Way; or (b) any release, threatened release, or escape of any substance in, on, under, or from the Right of Way that is caused, in whole or in part, by any conduct, actions, or negligence of the Grantee, regardless of when such substance came to be located on the Right of Way.

7.2 For the purposes of this Right of Way the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", "hazardous

**ARTICLE 10**  
**RESERVATIONS; RELINQUISHMENTS**

10.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

10.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

10.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

**ARTICLE 11**  
**LOCATION, CONSTRUCTION AND MAINTENANCE**

11.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

11.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

**ARTICLE 12**  
**NATIVE PLANTS AND ARCHAEOLOGICAL RESOURCES**

12.1 If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Right of Way, the Grantee hereunder must obtain the written permission of the Grantor and the Arizona Department of Agriculture prior to removal of those plants.

12.2 Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of said Right of Way and shall pay the Grantor such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed, or destroyed. Grantee shall notify the Grantor and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.

**14.4 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.**

**14.5 Grantee agrees to indemnify, hold, and save Grantor harmless against all loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition, or occupation of the Subject Land.**

**14.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.**

**14.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.**

**14.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.**

**14.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).**

## ADDITIONAL CONDITIONS

18-113789

Page 1 of 5

### LEGAL DESCRIPTION

1. The legal description of this Right of Way is detailed in Exhibit A. Subject to Grantor's rules and policies then in place and as a result of construction related restrictions, Grantor and Grantee may agree to modify the legal description by Grantee submitting "as built" or "proposed realignment" legals, depending on the situation, to the Grantor for Grantor's review. If approved by Grantor and additional acreage is impacted Grantee agrees to pay an appraised or pro-rated charge as the Grantor determines is appropriate. No refund will be made for a reduction in acreage.

### DRAINAGE/WASHES

2. If the wash systems are impacted by 1/10 of an acre or greater, by the road, Grantee must contact the U.S. Army Corp to determine if the wash(es) are jurisdictional waters of the U.S. If any of the washes are jurisdictional then a 404/401 permit may be required. All federal/state/county/city regulations must be met in accordance to the wash systems (floodway/floodplain), including FEMA Standards.
3. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land value, including, but not limited to, vegetation, drainage channels, and stream banks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall not cause any ponding upstream or downstream of any drainage crossing.
4. After an intensive storm event if any part of a road crosses a wash, it may be subject to wash-out and needs to be inspected. If the access road is temporary it will need to be reclaimed when it is no longer in use.
5. Grantee is responsible and liable for all maintenance and replacement of any part of the road that may become damaged. Grantee is responsible and liable for any damage that may incur from implementing/maintaining/replacing the road to other utility lines/wash systems/humans/animals.

### SURFACE LESSEE

6. The term "Surface Lessee" shall mean any lessee of State lands which include the Subject Land, including by way of illustration and not limitation any grazing lessees. Grantee shall provide the Arizona State Land Department written documentation of all such Surface Lessee's consents prior to making any alterations to any existing improvements on the Subject Land.
7. Grantee and its successors agree to notify all Surface Lessees of construction dates at least 15 days prior to beginning construction.
8. Any improvement (i.e. fencing, gates, pipelines, earthen structures, etc) removed or damaged due to construction will be replaced and/or reconstructed immediately. Damaged improvements will be replaced or reconstructed with new material. Cost of replacement and reconstruction will be the responsibility of the Grantee.
9. Grantee shall contact the State Land Department prior to removing any tree that needs to be removed

## ADDITIONAL CONDITIONS

18-113789

Page 2 of 5

as a result of road work.

10. Material for road construction (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State lands without the proper permits and authorization.
11. Grantee shall install cattle guards or gates in the appropriate areas at the request of the Grantor prior to the assignment and dedication to the appropriate governmental jurisdiction.
12. Grantee agrees any rubbish or debris from road works shall be removed and properly disposed of at their expense.
13. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features. Grantee agrees to be responsible for any reclamation necessary to restore disturbed areas to a natural condition.
  - a. Grantee shall re-seed (Hydro-Seed) the disturbed areas, including areas where vehicles are parked, with a seed mixture appropriate for the given ecological sites.
  - b. Grantee shall be responsible for controlling weeds along this Right of Way for the duration of this Right of Way's term.
14. All vehicles/equipment entering State Trust land for construction and/or maintenance of the proposed project will be power washed, including the undercarriage, to prevent the spread of noxious weeds.
15. Grantee shall keep gate locked at all times to prevent to prevent illegal motorized vehicle access. The only locks on this gate will be a City of Prescott lock, Arizona Public Service Company lock, and an Arizona State Land Department lock.

### LOCAL JURISDICTION

16. Grantee shall adhere to all rules, regulations, ordinances, building codes, and permitting processes as promulgated by local jurisdiction, County, State, and Federal agencies, including by way of illustration and not limitation the Arizona Department of Transportation and/or the County Highway Department.

### UNPAVED RURAL ROADS

17. "County" means the county in which the unpaved rural road which is the subject of this Right of Way is located. "County Standards" shall mean the rules and regulations of the County which from time to time govern the construction and maintenance of the subject rural road. Grantor shall comply with the County Standards, provided, however, in the event the County Standards do not include standards governing rural road drainage standards or rural road culvert installation, the requirements set forth in Paragraphs a through d below shall apply:
  - a. Grantee shall locate, construct, and maintain the road system according to maximum drainage standards necessitated by seasonal southwestern precipitation patterns.

## ADDITIONAL CONDITIONS

18-113789

Page 3 of 5

- b. Grantee shall install drainage features at closely-spaced intervals so as to miss no opportunity to disperse or intercept runoff to its natural path.
- c. Grantee shall construct any road so as to accommodate the drainage features of the land in accordance with the following:
  - i. No bend or meander apex may be crossed and those drainages that shall be crossed, must be done at right angles to the direction of flow.
  - ii. Align the road to cross natural drainage rather than channelizing the drainage to align with the road.
  - iii. Place culverts, fords, or bridges at the proper elevation to keep the drainage at the normal levels and stabilize the channel slope.
  - iv. Use a bridge, ford, culvert, or culvert array of the right size to maintain natural backfill channel width.
  - v. Use a low water crossing, improved ford or multistage culvert array to maintain the drainage access to floodplains at backfill flood stage.
  - vi. Only trained equipment operators shall construct roads.
  - vii. Not alter, cause ponding, or cause any damage upstream or downstream of any drainage crossing.
  - viii. Any rubbish or debris from the road work shall be removed and disposed of at Grantee's expense.
  - ix. At the request of the State Land Department, appropriate cattle guards shall be installed by Grantee.
- d. Grantee shall install any culvert in accordance with the following principles:
  - i. Culverts shall be located to match the land form, resist erosion and disperse runoff.
  - ii. Pipe diameter shall be large enough to carry expected runoff discharge, with a minimum of 18 to 24 inches.
  - iii. Pipe shall be installed with a minimum cross slope of 2%.
  - iv. Riprap or rocks shall be installed as energy dissipaters at the culvert outlet to prevent scour on the downstream side.
  - v. Earthen ditch dams shall be utilized to prevent ditch water from bypassing the inlet to the culvert.

## **ADDITIONAL CONDITIONS**

**18-113789**

Page 4 of 5

- vi. Maximum spacing between cross drain features shall not exceed 500 feet following the principle of using less space between cross drains if the road grade is steep or the ditch carries substantial overland flow or groundwater discharge.

18. Grantee shall maintain roads at all times in accordance with the following:

- a. Grantee shall keep the road width to a minimum and avoid the practice of "back blading" ditches or cutslopes for appearance or vegetation control.
- b. Grantee shall not grade or disturb an established surface if the surface yields smooth travel and proper drainage.
- c. Only trained equipment operators shall maintain roads.
- d. Grantee shall blade the road no more than two (2) times per calendar year, provided, however, Grantee may in its sole discretion elect to blade the Roadway more than two (2) times in any one particular calendar year. All other maintenance of the Roadway shall be in accordance with the State Right of Way.

19. Grantee shall maintain drainage features in functional condition at all times in accordance with the following:

- a. Blockages must be removed as they occur so that drainage ditches remain open without disturbing vegetation that neither disturbs the flow of water nor creates a safety issue so that drainage ditches remain open.
- b. Grantee shall minimize road water traps and drainage failures by reducing sediment yield, sediment transport, sediment plugs, and berms that interfere with proper drainage.
- c. Keep the grade of drainage features as steep or steeper than the roadway.

20. If a road or road segment cannot be drained effectively, Grantee shall relocate or rebuild it.

### **NATIVE PLANTS**

- 21. Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.
- 22. Grantee shall salvage or replant cactus and other protected plants.

### **THREATENED/ENDANGERED SPECIES**

- 23. The Arizona Game & Fish Department's Heritage Data Management System has been accessed, and current records show that the species listed below has/have been documented as occurring in the project vicinity.

**ADDITIONAL CONDITIONS**

**18-113789**

Page 5 of 5

<u>Common Name</u>	<u>Scientific Name</u>	<u>Status</u>
<u>Maricopa Tiger Beetle</u>	<u>Cicindela oregona Maricopa</u>	<u>Species of Concern</u>
<u>Bald Eagle – Winter Population</u>	<u>Haliaeetus leucocephalus</u>	<u>Species of Concern</u>
<u>Yavapai-Prescott Indian</u>	<u>(wintering population)</u>	<u></u>
<u>Reservation</u>	<u></u>	<u></u>

The Arizona Game & Fish Department recommends that you contact the U.S. Fish & Wildlife Service for additional information regarding the Endangered Species Act and how it applies to the species noted above.

Exhibit A  
18-113789  
Page 1 of 1

Communication Site Access Easement  
Northwest water tank site

A 20 foot wide easement being 10 feet on each side of the following described centerline located within Section 8, T. 14 N., R. 2 W., G.&S.R.M., Yavapai County, AZ.;

COMMENCING at the East 1/4 corner of said Section 8;

THENCE S. 58 42' 01" W. a distance of 2849.66 feet to the TRUE POINT OF BEGINNING, said point being on the Northerly line of the NW quadrant tank site;

THENCE North a distance of 27.21 feet;

THENCE N. 23 26' 58" E. a distance of 1347.74 feet to a point that lies 10 feet southerly of the South right-of-way line of Pioneer Parkway;

THENCE N. 81 38' 35" W. parallel to and 10 feet southerly of said R.O.W. a distance of 183.69 feet to the P.C. of a curve to the left;

THENCE along said curve to the left and parallel to and 10 feet southerly of said R.O.W. having a radius of 1538.44 feet, a central angle of 36 39' 32", for an arc length of 984.32 feet;

THENCE S. 60 29' 22" W. parallel to and 10 feet southerly of said R.O.W. a distance of 395.91 feet to the P.C. of a curve to the right;

THENCE along said curve to the right and parallel to and 10 feet southerly of said R.O.W. having a radius of 1760.00 feet, a central angle of 14 21' 38", for an arc length of 441.13 feet;

THENCE S. 74 49' 14" W. parallel to and 10 feet southerly of said R.O.W. a distance of 48.87 feet to the END of this centerline description.



STATE OF ARIZONA LAND DEPARTMENT  
1616 W. ADAMS  
PHOENIX, AZ 85007

RUN DATE 30-JUN-2010  
RUN TIME: 15:56:48  
APPENDIX A  
PAGE: 001

KE-LEASE#: 018-113789-00-000 APPTYPE: NEW

AMENDMENT#: 0

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LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
14.0-N-02.0-W-08-13-049-9017	M&B THRU TRACTS 4 AND 7	0.00	1.570
	TOTALS:	0.00	1.570

**IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.**

**STATE OF ARIZONA, GRANTOR**  
**Arizona State Land Commissioner**

**CITY OF PRESCOTT**  
**GRANTEE**

**By:** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature** **Date**

**(SEAL)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City** **State** **Zip**

**GRANTEE'S CERTIFICATE OF CONSTRUCTION**

**RIGHT OF WAY NUMBER:** \_\_\_\_\_

**NAME OF GRANTEE:** \_\_\_\_\_

**DATE ISSUED:** \_\_\_\_\_

**PERMITTED USE:** \_\_\_\_\_

**LAND DEPARTMENT ADMINISTRATOR:** \_\_\_\_\_

**DATE CONSTRUCTION STARTED:** \_\_\_\_\_

**DATE CONSTRUCTION COMPLETED:** \_\_\_\_\_

**I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.**

\_\_\_\_\_  
**Grantee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

**Return To: Arizona State Land Department  
R/W Section  
1616 W. Adams Street  
Phoenix, AZ 85007**

<b>COUNCIL AGENDA MEMO – (07/27/2010)</b>
<b>DEPARTMENT:</b> City Clerk
<b>AGENDA ITEM:</b> Public Hearing and consideration of a liquor license application from Randy Nations, agent for The Club at Prescott Lakes for a Series 6, Bar, license located at 315 E. Smoketree Lane

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Elizabeth A. Burke <i>EB</i>	07/12/2010
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>SNorwood</i>	07/13/10

A Liquor License Application, City No. 10-163, State No. 06130092, has been received from Randy Nations, Applicant for The Club at Prescott Lakes, for a Series 6, Bar, License for **The Club at Prescott Lakes** located at 315 E. Smoketree Lane.

The public hearing will be held at the Regular Council Meeting of Tuesday, July 27, 2010. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

<p><b>Recommended Action:</b> (1) <b>MOVE</b> to close the Public Hearing, and (2) <b>MOVE</b> to approve/deny State Liquor License Application No. <b>06130092</b>, for a new Series 6, Bar, license for Randy Nations, agent for The Club at Prescott Lakes, located at 315 E. Smoketree Lane, Prescott, Arizona.</p>
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## R19-1-102. Granting a License for a Certain Location

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

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.
12. Proximity to licensed childcare facilities as defined by A.R.S. § 36-881.

### **Historical Note**

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

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

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

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

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

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

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

**License Types: Series 03 Domestic Microbrewery License**

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

**License Types: Series 04 Wholesaler's License**

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

**License Types: Series 05 Government License**

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

**License Types: Series 06 Bar License – Transferable**

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

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

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

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

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

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

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

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

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

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

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

### **License Types: Series 12 Restaurant License**

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

### **License Types: Series 13 Domestic Farm Winery License**

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

### **License Types: Series 14 Club License**

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

### **License Types: Series 15 Special Event License**

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

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

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

### **License Types: Series 17 Direct Shipment License**

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

**COUNCIL AGENDA MEMO – July 27, 2010**

**DEPARTMENT:** Parks, Recreation and Library

**AGENDA ITEM:** Library Purchase of Automated Materials Handling Equipment

**Approved By:**

**Date:**

**Department Head:** Debbie Horton

**Finance Director:** Mark Woodfill

**City Manager:** Steve Norwood



7-21-10

Background

This spring Prescott Public Library began using RFID (Radio Frequency Identification) products and services to reduce lines, repetitive motion and theft. RFID technology has already exceeded staff expectations, and significantly increased the speed and efficiency of check-out and check-in of library materials.

Given the successful implementation of RFID technology, the library is eager to install an AMH (Automated Materials Handling) system. Prescott Public Library hopes to add a 9-bin sorter to the existing automated book drop. The sorter equipment will use RFID technology to check items in, then sort them into bins based on where they are headed - other libraries, reserve shelves, fiction, nonfiction, media, etc.

In January 2009, the Yavapai County Free Library District inaugurated an RFP process to select a vendor for RFID/AMH products and services, resulting in a master contract for services with TechLogic. The master contract meets the Yavapai Library Network's need for guaranteed interoperability and compatibility of RFID/AMH products and services, and Yavapai Library Network members save administrative overhead by purchasing off the master contract with Yavapai County.

Financial

Total cost of the 9-bin system is \$296,715. The Yavapai County Free Library District is providing financial incentives to public libraries implementing RFID technology include a \$50,000 match to libraries purchasing AMH equipment. The Friends of the Prescott Public Library have also committed a \$100,000 match.

The remaining \$146,715 is budgeted and will have no impact on the General Fund. \$69,000 comes from a bequest to the Prescott Public Library. The remaining \$77,715 comes from County Automation funds held by the City and governed by the Library Service Agreement between Yavapai County Free Library District and City of Prescott. These funds result from the Yavapai County Library District property tax levy, are designated for library automation and special projects, and must be spent in FY2011.

**Recommended Action:** Should Council approve, **MOVE** to authorize payment to Tech Logic Corporation in the amount of \$146,715.00 for Automated Materials Handling equipment.



<b>COUNCIL AGENDA MEMO – July 27, 2010</b>
<b>DEPARTMENT:</b> Parks, Recreation, & Library
<b>AGENDA ITEM:</b> Request approval of attached ordinance for enforcement of non-payment of parking fees at areas under the jurisdiction of the Parks, Recreation, and Library Department.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Debbie Horton	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>[Signature]</i>	<i>07/20/10</i>

**Background**

Earlier in 2010, City Council supported the purchase of four automated parking kiosks, three to be installed at the three lakes, and a fourth kiosk at the Sun Dog Trailhead for the Prescott Peavine National Recreation Trail. Park users will now be able to use cash or credit card to pay the required fee, and will place the receipt dispensed from the machine on the dash of their vehicle. The four pay kiosks will be fully operational by late July.

The Parks, Recreation & Library Department has an existing parking fee at Willow, Watson, and Goldwater Lakes. The parking fee is two (2) dollars per vehicle everyday except Wednesday, year-round. The "free" day of Wednesday remains consistent with the Prescott National Forest's day-use fee program. The parking fee at the Sun Dog Trailhead for the Prescott Peavine Trail is a new fee for a dedicated Peavine Trail improvement account.

Park signage is being developed for this new process and will state that fee payment will be strictly enforced, and the ordinance number will be included on the signage. Based on the new ordinance, Park Rangers will issue parking citations for non-compliance of payment of parking fees. This new ordinance is necessary because existing ordinances don't reference non-payment procedures, as the COP does not charge for parking outside of the Parks system. This new ordinance will allow the Parks system fully enforce this existing fee, which previously operated under the honor system.

**Financial Impact**

Ensuring compliance for the parking fees will have a direct revenue benefit to the City.

**Recommended Action:** MOVE to adopt Ordinance No. 4753-1104.

**ORDINANCE NO. 4753-1104**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING CHAPTER 15-1-12: *VEHICLES, SPEED LIMITS AND PARKING*, OF THE PRESCOTT CITY CODE BY ADDING SECTIONS THERETO FOR REGULATING PARKING AREAS AND FEES UNDER THE JURISDICTION OF THE PARKS AND RECREATION DEPARTMENT WITHIN THE CITY OF PRESCOTT; ESTABLISHING FINES FOR VIOLATIONS OF SAID REGULATIONS; AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SAID REGULATIONS**

**RECITALS:**

WHEREAS, it is necessary for the general health, welfare and safety of the public and the citizens of the City of Prescott, that parking areas under the jurisdiction of the City Parks and Recreation Department, more specifically described as Watson Lake Park, Willow Lake Park, Goldwater Lake Park and Peavine Trailhead be regulated within the City; and

WHEREAS, the Mayor and City Council wish to establish parking regulations and a schedule of fines for violation of those regulations; and

WHEREAS, the City Code vests in City Council the authority to impose fines and penalties.

**ENACTMENTS:**

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

SECTION 1. Chapter 15-1-12 of the Prescott City Code is amended by adding the following:

(C) Parking Regulations

1. Each person parking a vehicle or motor-driven cycle within a designated parking area at Watson Lake Park, Willow Lake Park, Goldwater Lake Park, or the Prescott Peavine National Recreation Trail every day of the week except Wednesday (which is a free parking day) shall immediately, after parking in a designated parking spot, deposit in the pay station kiosk a sum of \$2.00 using cash or credit card.

2. Upon obtaining a receipt from the pay station kiosk after remittance, the vehicle operator shall place the receipt in a location that is clearly visible from outside the vehicle on the front dash of their vehicle, or on the seat of a motor-driven cycle.
3. No person shall park or stand a vehicle within a parking area except within a designated space, or in other areas authorized as parking areas by the Parks Director or the Director's designees. No person shall park or stand a vehicle in such a position that it shall not be entirely within the space designated by such lines or markings.
4. No person shall park or stand a vehicle in a parking area during the hours that the park is posted as closed unless authorized to do so by the Parks Director or the Director's designee.
5. The prohibitions of this ordinance shall be conspicuously posted near all entrances to any parking area. The prohibitions of this ordinance shall not apply to persons exempted by the Parks Director or the Director's designees, or to persons performing work authorized by the City of Prescott.

(D) **Parking Penalties.**

1. **Driver and Owner Liable for Violation** - Both the driver and the owner of vehicles charged with violating this section shall be liable for parking violations as set forth herein.
2. **Penalties** - Sanctions for a violation of this section shall be as set forth in Section 9-1-17 of the Prescott City Code, provided however, that the mandatory minimum sanction shall be not less than twenty (\$20.00) dollars for each such violation. (All fines are to be imposed on a per violation/per day basis and each day a violation occurs shall be deemed a separate offense).
3. **Late Fee** - Whenever enforcement is initiated by issuance of a parking ticket, and the fine or penalty is not received by the City or the owner or driver does not appear to pay his fine within fourteen days of the date of issue, the fine or penalty shall be increased by a late payment fee of \$15.00.
4. **Separate Infractions** - For all other parking infractions, a new and separate infraction occurs when a vehicle remains illegally parked for more than twenty four hours after the issuance of a parking ticket.

SECTION 2. Any ordinance or part of an ordinance conflicting with the provisions of this Ordinance shall be and the same is hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

<b>COUNCIL AGENDA MEMO – July 27, 2010</b>
<b>DEPARTMENT:</b> Parks, Recreation, & Library
<b>AGENDA ITEM:</b> Request approval of attached resolution for a Transportation Enhancement grant application for the Prescott Peavine Trail separated grade road crossing.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Debbie Horton	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood 	7-21-10

In the late 1980's when the Santa Fe Railroad was formerly abandoned, Prescott-area citizens began to advocate for the conversion to a rails-to-trails project. This was due to its transportation potential connecting the City of Prescott, Town of Prescott Valley, and Town of Chino Valley. This was also due to its highly scenic qualities through the unique Granite Dells region. As the first transportation enhancement (ISTEA) grants became available, citizens and City staff cooperatively received the grant to purchase the first 5.5 miles in 1998 of the original railroad right-of-way from a private landowner. A second transportation enhancement grant allowed for purchase of another two miles.

In April 2010, Prescott City Council approved a resolution for staff to assemble a Federal Transportation Enhancement Grant application for the Prescott Peavine Trail. The above and continued efforts on this corridor are all made possible by the City's general plan that was approved by the voters, with support from Prescott City Council and many organizations. For this project specifically, the request for separated grades and this bridge, is the vision of the community in order to maintain a high-quality and safe non-motorized transportation experience.

This enhancement project will provide safe passage for non-motorized transportation users over a roadway. The Peavine Trail specifically is part of a larger regional effort by three communities (i.e., Prescott, Prescott Valley, and Chino Valley) to become interconnected for non-motorized transportation uses using the former railroad corridors. The three communities already have 14+ miles of former railroads open to non-motorized users and being used for transportational purposes. These former railroad corridors connect neighborhoods, businesses, schools, an airport and airpark (i.e., with many employers), and many recreational destinations. These former railroad corridors for non-motorized transportation uses could ultimately serve a total population of over 100,000 residents. This project will eliminate the potential for non-motorized users (including children walking or travelling on bicycles to school) to come in contact with motorists.

The resolution contains language required by all applicants as per Arizona Department of Transportation, otherwise, the applications can be denied. The grant application is

**AGENDA ITEM:** Request approval of resolution for a Transportation Enhancement grant application for the Prescott Peavine Trail separated grade road crossing.

being submitted to Arizona Department of Transportation - Transportation Enhancement Review Committee by the Central Yavapai Metropolitan Planning Organization (CYMPO) in early August. Typically, final recommended grant awards are decided by December, with final approval by the State Transportation Board in early 2011.

There will not be a similar grant cycle for this grants program in 2011.

**Financial Impact**

This Transportation Enhancement Grant is in the amount of \$611,290.00, with the City's 5.7% match amount of \$34,599.00, plus the required \$5,000.00 ADOT process fee. Since this is a reimbursable grant, the City has budgeted monies for this grant in the FY11 budget.

**Recommended Action:** **MOVE** to adopt Resolution No. 4031-1101.

## **RESOLUTION NO. 4031-1101**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A TRANSPORTATION ENHANCEMENT GRANT FROM ARIZONA DEPARTMENT OF TRANSPORTATION FOR A SEPARATED GRADE CROSSING FOR THE CITY OF PRESCOTT'S PEAVINE NATIONAL RECREATION TRAIL, AND AUTHORIZING MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

### **RECITALS:**

WHEREAS, Federal Transportation Enhancement Grants through Arizona Department of Transportation provide the necessary funding for separated grade crossings, and eligible transportation enhancement activities including facilities for Pedestrians and Bicycles, and

WHEREAS, the City of Prescott's Peavine Trail provides non-motorized transportation linkages within the community, and

WHEREAS, the City of Prescott wishes to complete a grant application and accept the foregoing funding to provide two separated grade crossings over roadways intersecting the Peavine Trail.

### **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 completion of the grant application for the Arizona Department of Transportation and is committed to providing the required 5.7% match of \$34,559 from Peavine Trail parking revenues.

Section 2. THAT, the City of Prescott is committed to funding, project scoping document, environmental, right-of-way and utility clearances and design with the overall project budget, and to pay for all cost overruns.

Section 3. THAT, the City of Prescott commits that the project will be ready for advertisement in 3 YEARS.

Section 4. THAT, the City of Prescott commits to the required JPA maintenance agreement to ensure long-term maintenance of the finished project.

Section 5. THAT, the City of Prescott is committed to providing the ADOT review fee for \$5,000, and to reimburse ADOT/FHWA for all federal funds used, if the project is cancelled by the sponsor.

Section 6. THAT the Mayor and staff are hereby authorized to execute any and all documents to effectuate the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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



**Round 18**

**Local Transportation Enhancement  
Grant Application**

**for the  
Prescott Peavine Trail  
Bicycle-Pedestrian Bridge**

**July 2010**



CITY OF PRESCOTT - ROUND 18 TRANSPORTATION ENHANCEMENT GRANT APPLICATION

**TRANSPORTATION ENHANCEMENT APPLICATION  
APPLICANT INFORMATION**

<b>1. APPLICANT AND SPONSOR</b> (Must be ADOT if on ADOT right of way) City of Prescott		<b>1a. MPO / COG</b> Central Yavapai Metropolitan Planning Organization	<b>2. DATE</b>  July 7, 2010
<b>3. PROJECT NAME &amp; LIMITS</b> A Bicycle-Pedestrian Bridge (overpass) for the Prescott Peavine Trail East of Side Road, south of SR89A (North Prescott), and west of the new Granite Dells Parkway Interchange			
<b>4. Contact Person:</b> Eric Smith, Parks, Recreation, and Library Dept. City of Prescott		<b>4a. Mailing Address</b> P.O. Box 2059	
<b>4b. CITY</b>  Prescott	<b>4c. ZIP</b>  86302	<b>5. COUNTY</b>  Yavapai	<b>6. CONGRESSIONAL DISTRICT</b>  District 1
<b>4d. PHONE NO:</b> (928) 777-1590			
<b>4e. FAX NO:</b> (928) 771-5843			
<b>4f. EMAIL:</b> eric.smith@prescott-az.gov			
<b>7. ALTERNATE Contact</b> Debbie Horton, Director		<b>7b. PHONE NO:</b> (928) 777-1561	
<b>7a. Mailing Address:</b> P.O. Box 2059 Prescott, AZ 86302		<b>7c. FAX NO:</b> (928) 771-5843	
		<b>7d. EMAIL:</b> debbie.horton@prescott-az.gov	
<b>8. List eligible activity(ies) by number and title:</b> 1. Provision of Facilities for Pedestrians and Bicycles			
<b>9. List requested federal amount:</b> (Must match amount in cost estimate)		\$571,731	
<b>10. List total cost of project:</b> (scoping, design and construction including federal funds, and ADOT review fees) (Must match amount in cost estimate)		\$611,290  (includes required 5.7% match of \$34,559 + required \$5,000 ADOT processing fee)	

**CHECK ONE or TWO BOXES THAT APPLY**

1.	<input checked="" type="checkbox"/>	<b>PROVISION OF FACILITIES FOR PEDESTRIANS AND BICYCLES.</b> This does not include typical construction elements of a roadway such as; travel lanes, traffic signals, crosswalks, etc.
2.	<input type="checkbox"/>	<b>PROVISION OF SAFETY AND EDUCATIONAL ACTIVITIES FOR PEDESTRIANS AND BICYCLISTS</b> Activities must have a broad and preferably regional target audience
	<input checked="" type="checkbox"/>	<b>ACQUISITION OF SCENIC EASEMENTS OR HISTORIC SITES – NOT ELIGIBLE IN ARIZONA</b>
4.	<input type="checkbox"/>	<b>SCENIC OR HISTORIC HIGHWAY PROGRAMS (INCLUDING THE PROVISION OF TOURIST AND WELCOME CENTER FACILITIES)</b> ADOT does have in place a Parkways, Historic, and Scenic Roads Program. This program does have a separate grant program for projects on those routes that have been designated by the State/ADOT. <u>Must be on or within 2 miles of a State designated Scenic or Historic road.</u>
5.	<input type="checkbox"/>	<b>LANDSCAPING AND OTHER SCENIC BEAUTIFICATION</b> This is for primarily plant landscaping activities. You can include site furniture such as benches, trash receptacles, etc. Stand-alone public art is not considered scenic beautification. You can include some art as part of a project but it is not eligible as a separate category under Transportation Enhancements. Maintenance of landscaping does not qualify under this program.
6.	<input type="checkbox"/>	<b>HISTORIC PRESERVATION</b> Any work under this category must have a <b>strong surface</b> transportation link either past, present or future.
7.	<input type="checkbox"/>	<b>REHABILITATION OF HISTORIC TRANSPORTATION BUILDINGS, STRUCTURES, OR FACILITIES (INCLUDING HISTORIC RAILROAD FACILITIES AND BRIDGES)</b>
8.	<input type="checkbox"/>	<b>PRESERVATION OF ABANDONED RAILWAY CORRIDORS (INCLUDING THE CONVERSION AND USE THEREOF FOR PEDESTRIAN OR BICYCLE TRAILS)</b>
9.	<input type="checkbox"/>	<b>CONTROL AND REMOVAL OF OUTDOOR ADVERTISING</b>
10.	<input type="checkbox"/>	<b>ARCHEOLOGICAL PLANNING AND RESEARCH</b>
11.	<input type="checkbox"/>	<b>ENVIRONMENTAL MITIGATION TO ADDRESS WATER POLLUTION DUE TO HIGHWAY RUNOFF OR REDUCE VEHICLE-CAUSED WILDLIFE MORTALITY WHILE MAINTAINING HABITAT CONNECTIVITY</b>
12.	<input type="checkbox"/>	<b>ESTABLISHMENT OF TRANSPORTATION MUSEUMS</b> Please be aware that there are specific requirements for this category. Please contact your MPO, COG representative or ADOT TE Section staff for additional information.

11. Circle primary activity in which you wish to be evaluated

CITY OF PRESCOTT - ROUND 18 TRANSPORTATION ENHANCEMENT GRANT APPLICATION

**12. PROJECT SPECIFIC DESCRIPTION: LIST ALL KEY ELEMENTS OF THE PROJECT SCOPE. INCLUDE PROJECT CONCEPT, LENGTH, MILEPOSTS, NUMBER OF ACRES, etc. (e.g., construct .5 miles of 10 foot wide asphalt multi-use pathway along north side of X Rd)**

Word Count Maximum: 200

The purpose of this project is to design and construct a separated grade crossing over a roadway for the Prescott Peavine Trail, a highly used transportational multi-use pathway that serves Prescott-area residents and visitors. More specifically, the City of Prescott would like to provide a new bridge with railroad architectural features to allow safe passage over a roadway for an uninterrupted walking and bicycling experience. This corridor was the former Santa Fe, Phoenix, and Prescott Railway constructed in 1893, and opened as a trail in 1999 (i.e., through the use of Federal transportation enhancement funds). This pathway is used by over 35,000 people per year, and usage is continually expanding. When completed, Prescott, Prescott Valley, and Chino Valley will all be interconnected via former railroad corridors, providing transportational links for walkers and bicyclists. This project specifically will ensure the safety of users in avoiding the crossing of a roadway.

Due to the safety necessity, the pathway overpass needs to be ideally completed by the end of 2012 if possible. This is also due to the desire of many organizations (i.e., representing the many non-motorized modes of travel) to avoid any at-grade crossings of roadways.

**13. Describe the project. Please answer all questions.**

A. Where is the project located?

- Describe actual physical location

The project is located in north Prescott, just south of State Route 89A, and east of Side Road, near the Centerpointe business park.

- Attach state and vicinity map in appendix
- For State projects, include the route and beginning and ending mileposts

B. Is the project on:

	YES	NO
Planned transportation corridor?		X
Corridor under construction?	X	
Existing transportation corridor?		X

C. What major construction, design, and right-of-way work does the project entail?

Describe any need for major land modification, retaining walls, etc. and include in cost estimate.

The project is located within a former railroad right-of-way, now within public ownership. For the new bridge, design and construction of approaches (i.e., with necessary elevation gain while complying with A.D.A.) and abutments, and design of bridge and all associated landscaping and lighting. Construction will require importing fill material with necessary compaction and testing to achieve required elevations, stabilization with

**CITY OF PRESCOTT - ROUND 18 TRANSPORTATION ENHANCEMENT GRANT APPLICATION**

retaining walls, construction of abutments, and installation of bridge, landscaping, and lighting. All construction must be completed while accommodating the roadway and vehicular traffic below the new bridge.

D.	Can the project be constructed entirely within the project right-of-way? Who owns the proposed project ROW?	Yes City of Prescott
	Are any private landowners involved? If so, list below. What percent of the project area is on ADOT ROW?	No None
E.	Are there drainage issues to consider?	Future minor site drainage from elevated fill slopes will be required.
	Describe any potential impacts to Waters of the U.S.	None
F.	Are utility relocations necessary?	Project to be designed to avoid utility relocations.
G.	What is the proposed time frame for completion of the project? Due to the safety necessity, the pathway overpass needs to be ideally completed by the end of 2012. This is due to the desire of many organizations (i.e., representing many types of users) to avoid any at-grade crossings of roadways.	
H.	Will the project be ADA accessible?	Yes

**14. How will the project be maintained?** Prior to project construction, all projects will require a signed Joint Project Agreement (JPA) with the government sponsoring entity. If the project is a State project, the local government sponsor/applicant will be responsible for long term maintenance. If agreement is not signed the project will be terminated. The following information is required for completing the JPA. Please answer all questions listed by describing how the project will be maintained and repaired after completion.

A. Organization(s) responsible for on-going maintenance and repairs of the TE project.  
City of Prescott – to be maintained by the Parks and Recreation Department.

B. Proposed on-going maintenance and repair program  
The City of Prescott – Parks and Recreation Department maintains an operating budget and staff for pathways/trails, and this program will ensure regular inspections, maintenance, and repairs if/when needed. City staff will inspect the bridge and surrounding area weekly, and will schedule and coordinate any maintenance needs.

CITY OF PRESCOTT - ROUND 18 TRANSPORTATION ENHANCEMENT GRANT APPLICATION

The new overpass (bridge) will be kept free of any debris, and all drainageways, landscaping, benches and lights will be maintained to a high standard.

C. Source of funds for on-going maintenance and repairs

The operating budget for pathways/trails within the Parks and Recreation Department is a combination of general fund (sales tax) and bed tax (transient occupancy tax) revenues.

**15. If you are a local government, do you anticipate requesting self bid and administration based on the FHWA guidelines?** (See TE Handbook, revised 2008, for clarification - available at [www.adotenhancement.com](http://www.adotenhancement.com))

YES     NO

**16. Does the proposed project involve or is it adjacent to a historic property or historic district?**

YES     NO

**A. If yes, has the SHPO been allowed to review, comment and provide direction on the proposed project?"**

YES     NO

If so, please identify the specific designation(s) and limits and briefly describe why the proposed project qualifies. If this is a rail corridor project is the corridor "rail banked" or is the abandonment authorized by or proceeding before the Interstate Rail Commission?

Word Count Maximum: 100

This Santa Fe, Phoenix, and Prescott Railway corridor was formerly abandoned in the late 1980s, acquired by a railroad salvage company for track removal, and later purchased by the City of Prescott beginning in the late 1990s through the use of transportation enhancement grants as a rails-to-trails project. As one of the few rails-to-trails projects in Arizona, this project, named the "Peavine" trail (i.e., Peavine was a former nickname for this railroad), benefitted from previous two transportation enhancement grants for its purchase for public use. Some of the original railroad bridges remain in place along its route.

**17. Describe how the community was or will be involved in this project.** Please include the following: Community involvement in the planning, scoping process, design process, or implementation. Is the project listed in any planning documents that had extensive public participation?

Word Count Maximum: 200

In the late 1980's when the Santa Fe Railroad was formerly abandoned, Prescott-area citizens began to advocate for the conversion to a rails-to-trails project. This was due to its transportation potential connecting the City of Prescott, Town of Prescott Valley, and Town of Chino Valley. This was also due to its highly scenic qualities through the unique Granite Dells region. As the first transportation enhancement (ISTEA) grants became available, citizens and City staff cooperatively received the first transportation enhancement grant to purchase

CITY OF PRESCOTT - ROUND 18 TRANSPORTATION ENHANCEMENT GRANT APPLICATION

the first 5.5 miles in 1998 of the original railroad right-of-way from a private landowner. A second transportation enhancement grant allowed for purchase of another two miles.

The above and continued efforts on this corridor are all made possible by the City general plan that was approved by the voters, and much support from Prescott City Council and many organizations. For this project specifically, the request for separated grades and this bridge, is the vision of the community in order to maintain a high-quality and safe non-motorized transportation experience. Many organizations (i.e., found in the letters of support) have been integrally involved with planning and public involvement, and specifying their desires for the bridge and project design.

**18. Describe why the project is an enhancement** and how it relates to the transportation infrastructure of the community, region and/or state. Describe how this project will benefit the community and improve existing conditions. Why should this project be funded? (Answer all three parts in detail).

Word Count Maximum: 250

This project is an enhancement because it will provide safe passage for non-motorized transportation users over a roadway. The Peavine Trail specifically is part of a larger regional effort by all three communities (i.e., Prescott, Prescott Valley, and Chino Valley) to become interconnected for non-motorized transportation uses using the former railroad corridors. The three communities already have 14+ miles of former railroads open to non-motorized users and being used for transportational purposes. These former railroad corridors connect neighborhoods, businesses, schools, an airport and airpark (i.e., with many employers), and many recreational destinations. These former railroad corridors for non-motorized transportation uses could ultimately serve a total population of over 100,000 residents.

This project should be funded because the bridge will eliminate the potential for non-motorized users (i.e., to include children walking or travelling on bicycles to school) to come in contact with motorists. This project will also serve as the model for future separated grade crossings that may be necessary as urbanization expands. On a related note, the northbound continuation of the trail from this point will travel under SR89A through an existing (lighted) underpass in order to avoid contact with motorized vehicles. This existing underpass is possible through much support from Arizona Department of Transportation.

CITY OF PRESCOTT - ROUND 18 TRANSPORTATION ENHANCEMENT GRANT APPLICATION

**19. Approval of Authorized Official (Sponsor)**

This project has the concurrence of the sponsoring agency, is consistent with the agency's plans and meets all of the basic criteria listed above, which are required by the state of Arizona's Transportation Enhancement Program. **State applications MUST be signed by the appropriate ADOT District Engineer.**

Sponsor Representative (Type in name and title)	Eric Smith Superintendent – Special Projects
Signature of Rep	
Date Signed	

**20. Local applications MUST have Endorsement of Metropolitan Planning Organization - Council of Governments, unless a statewide application.**

This project has been reviewed and endorsed by:

MPO or COG	Central Yavapai Metropolitan Planning Organization
Name and Title	Chris Bridges, Interim Administrator
Signature	
Date Signed	

**21. Cost Estimate review – include for State and Local projects.**

The project cost estimate included in this application has been reviewed by:

Organization	City of Prescott
Name and Title	Scott Tkach City Engineer
Signature	
Date Signed	

## ARIZONA TRANSPORTATION ENHANCEMENT PROGRAM ROUND 18 (2010) COST ESTIMATE

### IMPORTANT CONSIDERATIONS

- List all items necessary to develop and construct or implement your project.
- The applicant is responsible for verifying all costs and their accuracy.
- Unit prices must be a reasonable representation of the work to be performed.
- The use of federal funds for project Scoping and Design is optional.
- All federal funds must have FHWA authorization prior to incurring any costs to be reimbursed.
- Funds paid for reimbursement of costs incurred shall be returned if project is not constructed.

**LOCAL PROJECTS:** The amount of federal funds requested for project scoping and design should not exceed 30% of the total amount of federal aid requested. Cost overruns will be the responsibility of the Local sponsoring agency.

**STATE PROJECTS:** To be eligible for State designation, the project must be on, adjacent to, or associated with the State Highway System, must be located on a minimum of 75% of ADOT right-of-way, and must have the signature and support of the appropriate ADOT District Engineer. State Projects shall not exceed \$1,000,000 in total project cost (including the State match) unless another source for the additional funding is available to cover the overage. The source of this additional funding shall be identified in the application submitted for the State project.

**NON-INFRASTRUCTURE PROJECTS (No ground disturbing activities):** Address only parts A.2 (Workplan), C.4 (Itemized Costs), D (ADOT Review Fee), E (Total Project Cost), and F (Funding Breakdown). ADOT will issue the environmental clearance memo based on the final project description defined in the sponsor's detailed Workplan.

**Enter values into GREEN CELLS**

The program will automatically calculate the Totals and Federal Share at 94.3%, but manual overriding entries may be necessary where noted.

ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	FEDERAL TE FUNDS @ 94.3%	SPONSOR MATCHING FUNDS @ 5.7%
<b>A. SCOPING - Stage 1 (15% Conceptual Design)</b> All projects must include these costs regardless if the application is for a State or Local project. (Non-infrastructure projects: Only #2 applies).						
1. SITE TOPOGRAPHIC SURVEY (2%-5% of constr. cost) (Enter \$0 in Unit Price column if none required)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
2. PROJECT ASSESSMENT REPORT (infrastructure projects) or DETAILED WORKPLAN INCLUDING SCHEDULE AND COSTS (non-infrastructure projects) (About 5% of construction or implementation cost)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
3. ENVIRONMENTAL DETERMINATION for infrastructure projects, including technical supporting documents. (Anticipate \$20,000 to \$40,000)	LS	1	\$15,000.00	\$15,000.00	\$14,145.00	\$855.00
4. HAZARDOUS MATERIALS ASSESSMENT including heavy metals & asbestos (If an assessment is necessary, about \$1,500. Enter \$0 in Unit Price column if none required)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL - PROJECT SCOPING COSTS</b>						
Federal funds for scoping are calculated at 94.3% of the total scoping cost. If requesting less than 94.3% federal funds, enter new total or 0 in the Federal column.				\$ 15,000	\$14,145	\$855
<b>B. DESIGN - Stages II, III, IV (30%, 60%, 95%-100% Preliminary Design) (Pre-engineering)</b> Not applicable to non-infrastructure projects. All infrastructure projects must include these costs regardless if the application is for a State or Local project. If federal funds are used for design, the project shall not advance beyond Stage II (30%) until it has received environmental clearance.						
1. PS&E's - Plans, Special Provisions, Cost Estimates & Schedules. Anticipate 18%-20% of constr. costs.	LS	1	\$74,846.00	\$74,846.00	\$70,579.78	\$4,266.22

ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	FEDERAL TE FUNDS @ 94.3%	SPONSOR MATCHING FUNDS @ 5.7%
2. GEOTECHNICAL INVESTIGATION (If a report is necessary, about 5% of construction cost) Includes testing, Geotech Report, Materials & Pavement Design Report) Enter \$0 in Unit Price column if none required.	LS	1	\$18,712.00	\$18,712.00	\$17,645.42	\$1,066.58
3. DRAINAGE REPORT (If a report is necessary, about 5% of construction cost) Enter \$0 in Unit Price column if none required)	LS	1	\$18,712.00	\$18,712.00	\$17,645.42	\$1,066.58
4. STORM WATER POLLUTION PREVENTION PLAN (Required if there is over 1 acre of total disturbance, about 1% of construction cost) Enter \$0 in Unit Price column if none required.	LS	1	\$3,742.00	\$3,742.00	\$3,528.71	\$213.29
<b>SUBTOTAL - PROJECT DESIGN COSTS</b>						
Federal Funds for design are calculated at 94.3% of the total design cost. If requesting less than 94.3% Federal Funds for design, enter new total or 0 in the Federal column.				\$ 116,012	\$109,399	\$6,613
<b>C. CONSTRUCTION OR IMPLEMENTATION - Stage V</b>						
For non-infrastructure projects (no ground disturbing activities), address only parts 4, D and F.						
<b>1. SITE ACQUISITION &amp; HARDSCAPE CONSTRUCTION</b>						
RIGHT-OF-WAY ACQUISITION (if necessary)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
INSTALLATION OF STORMWATER POLLUTION PREVENTION MEASURES (if over 1 acre of disturbance, about 5% of constr. costs) Enter \$0 in Unit Price column if area of disturbance is less than one acre.	LS	1	\$14,000.00	\$14,000.00	\$13,202.00	\$798.00
SITE PREPARATION (Clearing and grubbing, plant salvage)	LS	1	\$1,000.00	\$1,000.00	\$943.00	\$57.00
<b>DEMOLITION</b>						
Sawcut	LF	0	\$0.00	\$0.00	\$0.00	\$0.00
Remove Structures and Obstructions	LS	1	\$1,000.00	\$1,000.00	\$943.00	\$57.00
Remove Fencing	LF	200	\$4.00	\$800.00	\$754.40	\$45.60
Remove Structural Concrete		0	\$0.00	\$0.00	\$0.00	\$0.00
Remove Asphaltic Concrete Pavement	CY	0	\$0.00	\$0.00	\$0.00	\$0.00
Remove Concrete Sidewalks, Slabs		0	\$0.00	\$0.00	\$0.00	\$0.00
HAZARDOUS MATERIALS ABATEMENT (If applicable; include heavy metals & asbestos; about 5% of construction cost) Enter \$0 in Unit Price column if none required.	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
UTILITY RELOCATION. Only the cost of utilities needing relocation as a direct result of the enhancement project are eligible for federal reimbursement. Because of the costs involved, the undergrounding of overhead utilities is not eligible. Enter \$0 in Unit Price column if none required.	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
RETAINING WALL (Concrete; SF of face above the footing)	SF	3,200	\$45.00	\$144,000.00	\$135,792.00	\$8,208.00
<b>EARTHWORK</b>						
General Excavation		6,600	\$3.00	\$19,800.00	\$18,671.40	\$1,128.60
Drainage Excavation		0	\$0.00	\$0.00	\$0.00	\$0.00
Structural Excavation	CY	0	\$0.00	\$0.00	\$0.00	\$0.00
Structural Backfill		0	\$0.00	\$0.00	\$0.00	\$0.00
Borrow (In Place)		0	\$0.00	\$0.00	\$0.00	\$0.00
CURB & GUTTER	LF	0	\$0.00	\$0.00	\$0.00	\$0.00
AGGREGATE BASE	CY	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>PATHWAY OR SIDEWALK MATERIALS</b>						
Concrete		0	\$0.00	\$0.00	\$0.00	\$0.00
Colored Concrete	SF	0	\$0.00	\$0.00	\$0.00	\$0.00

ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	FEDERAL TE FUNDS @ 94.3%	SPONSOR MATCHING FUNDS @ 5.7%
Stamped Color Concrete		0	\$0.00	\$0.00	\$0.00	\$0.00
Precast Concrete Pavers		0	\$0.00	\$0.00	\$0.00	\$0.00
Asphaltic Concrete	Ton	0	\$0.00	\$0.00	\$0.00	\$0.00
Polymer or Resin Stabilized Surface	SF	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>CROSSWALK ENHANCEMENT</b>						
Concrete Pavers		0	\$0.00	\$0.00	\$0.00	\$0.00
Stamped Asphalt		0	\$0.00	\$0.00	\$0.00	\$0.00
Stamped Concrete	SF	0	\$0.00	\$0.00	\$0.00	\$0.00
Concrete		0	\$0.00	\$0.00	\$0.00	\$0.00
Integral Color Concrete		0	\$0.00	\$0.00	\$0.00	\$0.00
PEDESTRIAN ADA RAMP	SF	0	\$0.00	\$0.00	\$0.00	\$0.00
CULVERT EXTENSIONS	LF	0	\$0.00	\$0.00	\$0.00	\$0.00
PEDESTRIAN LIGHTING (Includes conduit and trenching) Street lighting is not eligible for federal reimbursement.	Each	1	\$20,000.00	\$20,000.00	\$18,860.00	\$1,140.00
<b>HANDRAIL</b>						
Standard		1,120	\$34.00	\$38,080.00	\$35,909.44	\$2,170.56
Decorative	LF	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL - SITE ACQUISITION &amp; HARDSCAPE CONSTRUCTION</b>				<b>\$ 238,680</b>	<b>\$225,075</b>	<b>\$13,605</b>

## 2. LANDSCAPING & IRRIGATION ITEMS

TREES (Above 15 gallon in size as required per Local code or special design requirements)	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
TREES (15 GALLON SIZE)	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
TREES (5 GALLON SIZE)	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
SHRUBS (5 GALLON SIZE)	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
SHRUBS (1 GALLON SIZE)	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
CACTUS (5 GALLON SIZE)	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>MULCH</b>						
Decomposed Granite		0	\$0.00	\$0.00	\$0.00	\$0.00
Organic	CY	0	\$0.00	\$0.00	\$0.00	\$0.00
TOPSOIL	CY	0	\$0.00	\$0.00	\$0.00	\$0.00
SEEDING	Acre	0	\$0.00	\$0.00	\$0.00	\$0.00
TURF SOD	SY	0	\$0.00	\$0.00	\$0.00	\$0.00
BOULDERS	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>IRRIGATION SYSTEM</b>						
Drip		0	\$0.00	\$0.00	\$0.00	\$0.00
Turf	SF	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>SLEEVING FOR IRRIGATION SYSTEM</b>						
Directional Bore		0	\$0.00	\$0.00	\$0.00	\$0.00
Cut and Patch	LF	0	\$0.00	\$0.00	\$0.00	\$0.00
LANDSCAPE HEADER CURB	LF	0	\$0.00	\$0.00	\$0.00	\$0.00
LANDSCAPE ESTABLISHMENT (Typically about 4.5% of the cost of landscaping)	LS	1	\$2,000.00	\$2,000.00	\$1,886.00	\$114.00
<b>SUBTOTAL - LANDSCAPING &amp; IRRIGATION ITEMS</b>				<b>\$ 2,000</b>	<b>\$1,886</b>	<b>\$114</b>

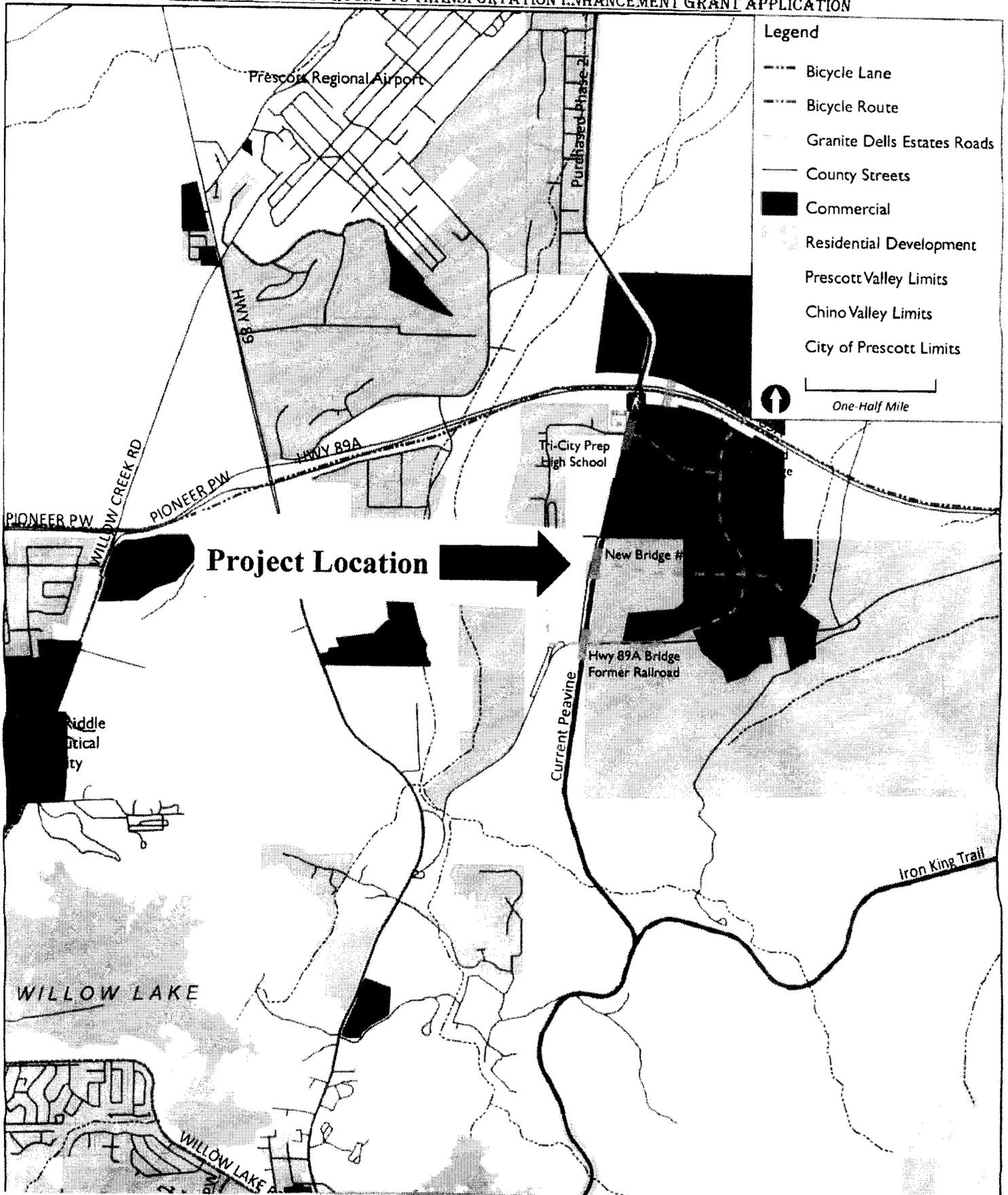
## 3. SITE FURNISHINGS

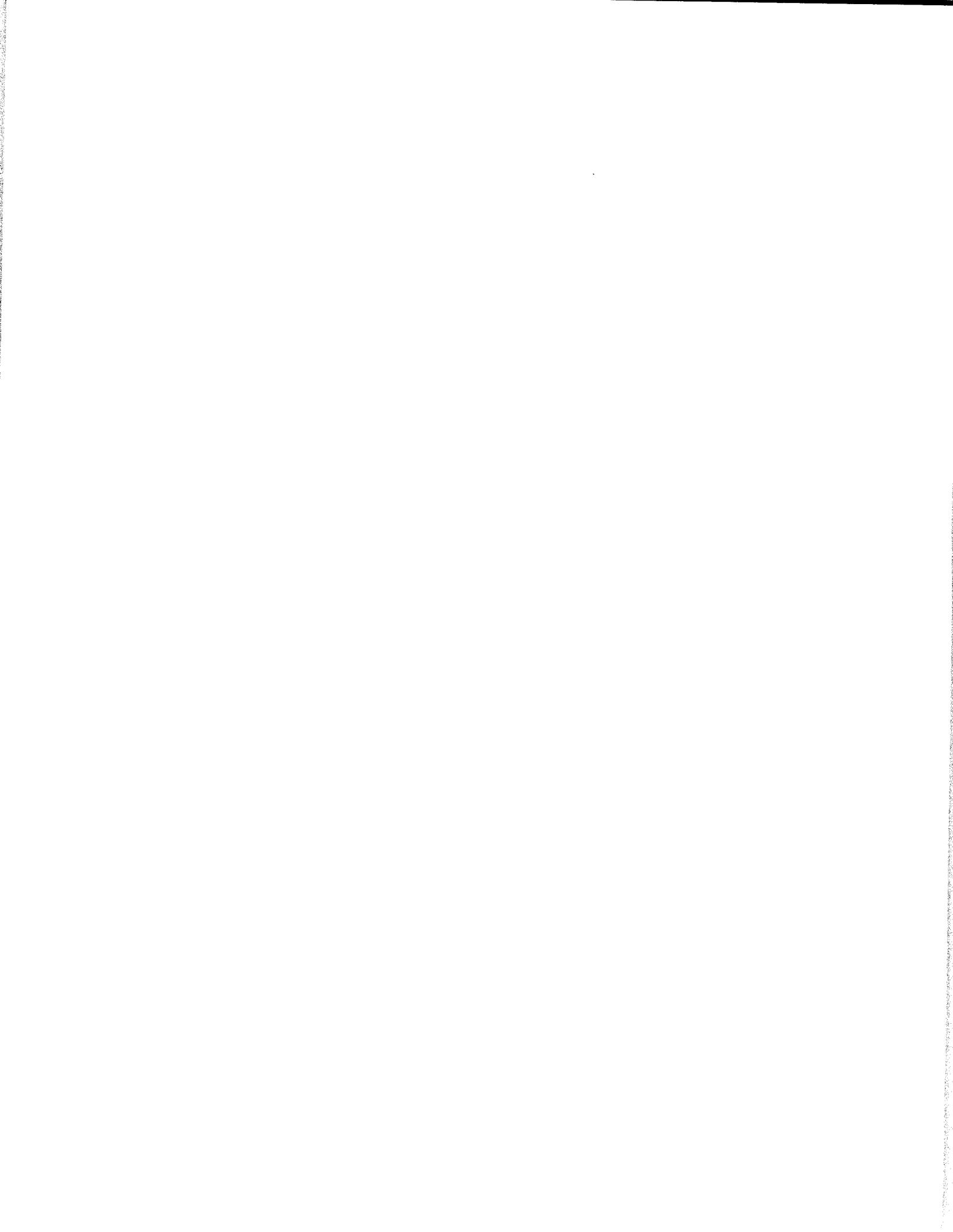
BENCHES	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
SEATWALLS	LF	0	\$0.00	\$0.00	\$0.00	\$0.00
BIKE RACKS	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
TRASH RECEPTACLES	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
DRINKING FOUNTAINS	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
SIGNAGE (Standard Traffic Control)	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
TREE GRATES	Each	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL - SITE FURNISHINGS</b>				<b>\$ -</b>	<b>\$0</b>	<b>\$0</b>

## 4. OTHER CONSTRUCTION ITEMS. ALSO, ITEMIZED LINE ITEMS FOR NON-INFRASTRUCTURE PROJECTS. (Insert additional rows if necessary)

ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	FEDERAL TE FUNDS @ 94.3%	SPONSOR MATCHING FUNDS @ 5.7%
Bicycle-Pedestrian Bridge, 100		1	\$71,950.00	\$71,950.00	\$67,848.85	\$4,101.15
Bridge Installation		1	\$30,000.00	\$30,000.00	\$28,290.00	\$1,710.00
Contingency 20%		1	\$101,048.00	\$101,048.00	\$95,288.26	\$5,759.74
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
<b>SUBTOTAL - OTHER CONSTRUCTION LINE ITEMS</b>				<b>\$ 202,998</b>	<b>\$191,427</b>	<b>\$11,571</b>
<b>5. MOBILIZATION AND ADMINISTRATION COSTS</b>						
CONTRACTOR MOBILIZATION (Typically about 8% of construction cost)	LS	1	\$30,000.00	\$30,000.00	\$28,290.00	\$1,710.00
TRAFFIC CONTROL (0-8% of construction cost)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION SURVEY & LAYOUT (Typically about 1% of constr. cost)	LS	1	\$1,600.00	\$1,600.00	\$1,508.80	\$91.20
CONSTRUCTION CONTINGENCIES (Typically about 5% of constr. cost)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION ADMINISTRATION (Averaging 18% of construction cost)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL - MOBILIZATION &amp; ADMINISTRATION COSTS</b>				<b>\$ 31,600</b>	<b>\$29,798.80</b>	<b>\$1,801.20</b>
<b>TOTAL CONSTRUCTION OR IMPLEMENTATION COST (STAGE V)</b> (Enter this amount in Box A below.)				<b>\$ 475,278</b>	<b>\$448,187.15</b>	<b>\$27,090.85</b>
<b>D. ADOT REVIEW FEE</b> (Not applicable to State projects. Cannot be applied to the federal participation or the Local match. On Local Certification Acceptance or Self-administration projects, manually change the amount in the green cell to \$3,000. Change the amount to \$0 for State projects.)	LS	1	\$5,000.00	\$5,000.00	<b>NO ENTRY</b>	
<b>E. TOTAL PROJECT COST</b> (All subtotals + ADOT local projects review fee)				<b>\$ 611,290</b>	<b>NO ENTRY</b>	
<b>F. SUMMARY OF FEDERAL AND NON-FEDERAL FUNDS</b> Caution: Follow the instructions in the notes provided.						
<b>TOTAL CONSTRUCTION OR IMPLEMENTATION COST (STAGE V) FROM THE ESTIMATE ABOVE. ALSO ADD IN THE TOTAL COST FOR SCOPING AND DESIGN (STAGES I THRU IV) IF REQUESTING FEDERAL FUNDS FOR REIMBURSEMENT OF THOSE COSTS.</b>					<b>BOX A</b>	<b>\$ 606,290</b>
<b>TOTAL FEDERAL FUNDS CAPPED @ 94.3%</b> (.943 x amount shown in Box A above). Note: For Local projects, the maximum amount that can be requested is \$750,000 (\$943,000 for State projects). If the amount automatically calculated by this program exceeds the maximum amount allowed for a State or Local project, manually input the maximum allowed amount of federal funds.					<b>BOX B</b>	<b>\$ 571,731</b>
<b>TOTAL SPONSOR MATCHING FUNDS</b> (.057 x cost shown in Box A above). Note: The maximum amount that should be shown on this line is \$45,334 for Local projects (\$57,000 for State projects). If the amount automatically calculated by this program exceeds the appropriate amount for a State or Local project, manually input the appropriate amount.					<b>BOX C</b>	<b>\$ 34,559</b>
<b>TOTAL ADDITIONAL FUNDS (OVERMATCH)</b> . Note: Enter the amount in Box A in excess, if any, of \$795,334 for Local projects or \$1,000,000 for State projects.					<b>BOX D</b>	<b>\$ 0</b>
<b>TOTAL NON-FEDERAL FUNDS</b> (Note: This is the sum of Box C and Box D).					<b>BOX E</b>	<b>\$ 34,559</b>

CITY OF PRESCOTT - ROUND 18 TRANSPORTATION ENHANCEMENT GRANT APPLICATION





**COUNCIL AGENDA MEMO – July 27, 2010**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Adoption of Ordinance No. 4754-1105 for a Map of Dedication for Public Right-of-Way, Drainage and Utilities crossing Peavine Trail at Road 39; and 1) Approval of a Right-of-Entry/Temporary Construction Easement; and 2) Approval of a License Agreement for improvements within the Peavine Trail right-of-way in the vicinity of the Road 39/Peavine Trail crossing to Granite Dells Estates Properties Inc.

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

**Item Summary**

Approve a Map of Dedication for Public Right-of-Way, Drainage, and Utilities for a segment of Road 39 crossing the Peavine Trail as shown on the attached Location Map.

1) Approve a Right-of-Entry/Temporary Construction Easement (TCE) to Granite Dells Estates Properties Inc. (Fann Contracting) for construction of grading and drainage improvements within the Peavine Trail Right-of-way associated with construction of both the interim and future Peavine Trail alignments crossing Road 39 and to construct fill slopes along the Peavine Trail abutting the commercial subdivision. The TCE will also permit Granite Dells Estates Properties Inc. (GDEP) to construct all required infrastructure improvements for Road 39 across the entire Peavine Trail right-of-way. All work described is shown on the attached Exhibit "A", grading and trail alignments and Exhibit "B", Map and Legal Description.

2) Approve a License Agreement with GDEP to require re-vegetation of slopes for erosion control and slope stabilization along the Peavine Trail. Exhibits "D" & "E" describe the location of the re-vegetated and stabilized slopes and Exhibit "C" describes the Drainage and Slope Criteria.

**Background**

The City of Prescott Public Works and Parks and Recreation Departments and GDEP have been working with the Trails Advocacy Group over the past 12 months to resolve conflicts with the "at-grade" or "grade separated" Peavine Trail crossing on Road 39 within the Granite Dells Estates Properties development. The Parks and Recreation Department is in the process of applying for a Federal Transportation Enhancement (TE) Grant to potentially fund construction of a bridge to facilitate a "grade separated" crossing.

To assist with the resolution of the issue, GDEP will grade a realigned interim "at-grade" crossing for the Peavine Trail at Road 39. Also, GDEP will place fill and grade the

**Agenda Item:** Adoption of Ordinance No. 4754-1105 for a Map of Dedication for Public Right-of-Way, Drainage and Utilities crossing Peavine Trail at Road 39; and 1) approval of a Right-of-Entry/Temporary Construction Easement; and 2) approval of a License Agreement for improvements to the Peavine Trail in the vicinity of the Road 39 /Peavine Trail crossing to Granite Dells Estates Properties Inc.

approaches for an elevated "grade separated" Peavine Trail crossing for future bridge construction should the City receive a TE Grant for that purpose.

The License Agreement will require GDEP to re-vegetate the disturbed and graded areas along the Peavine Trail that will convey drainage from the development and return the areas back to a more natural and native appearance. The Agreement and attached Exhibits "C", "D" & "E" will identify the locations and specify the seed mix, tacking agent, mulch, fertilizer, seed bed preparation, hydroseed application and germination rate.

The Dedication of Public Right-of-Way for this segment of Road 39 will provide GDEP the legal means of access across the Peavine Trail and connectivity to the west parcel.

**Attachments**

- Location Map
- Map of Dedication
- Ordinance for Dedication
- Right-of-Entry/TCE
- Exhibit "A", Grading and Trail Alignments
- Exhibit "B", Map and Legal Description for Right-of-Entry/TCE
- License Agreement
- Exhibit "C", Drainage and Slope Criteria
- Exhibit "D", Map and Legal Description for Drainage
- Exhibit "E", Map and Legal Description for Slope Stabilization

**Recommended Action:** (1) **MOVE** to adopt Ordinance No. 4754-1105; (2) **MOVE** to approve a Right-of-Entry and Temporary Construction Easement; and (3) **MOVE** to approve a License Agreement with Granites Dells Estates Properties, Inc.



**ORDINANCE NO. 4754-1105**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DEDICATING A RIGHT-OF-WAY ACROSS THE PEAVINE TRAIL FOR PUBLIC ACCESS PURPOSES AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH RIGHT-OF-WAY ACCEPTANCE**

**RECITALS:**

WHEREAS, the City Council of the City of Prescott has determined that Dedicating a Right-of-Way across the Peavine Trail for public access purposes, more particularly described in Exhibit "1", attached hereto and made a part hereof, will benefit the City of Prescott; and

WHEREAS, the City Council of the City of Prescott wishes to dedicate the Right-of-Way across the Peavine Trail as described on Exhibit "1".

**ENACTMENTS:**

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

SECTION 1. THAT the City of Prescott dedicates the Right-of-Way across the Peavine Trail as set forth in Exhibit "1".

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

\_\_\_\_\_  
MARLIN KUYKENDALL, Mayor

ATTEST:

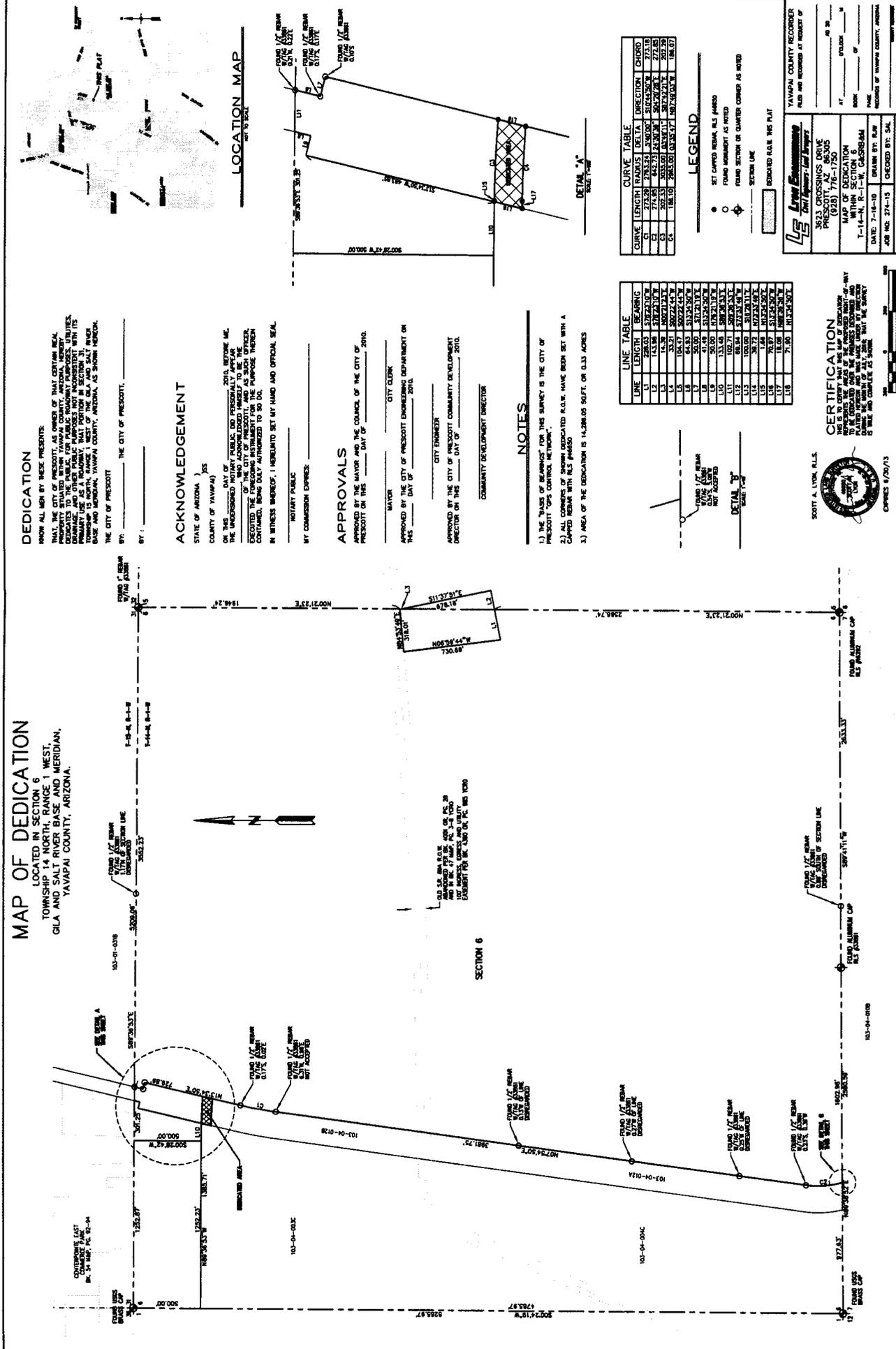
APPROVED AS TO FORM:

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

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

# MAP OF DEDICATION

LOCATED IN SECTION 6  
TOWNSHIP 14 NORTH, RANGE 1 WEST,  
GILA AND SALT RIVER BASE AND MERIDIAN,  
YAVAPAI COUNTY, ARIZONA.



**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS:  
THAT THE CITY OF PRESCOTT, AS PART OF THAT CERTAIN REAL PROPERTY SITUATED WITHIN YAVAPAI COUNTY, ARIZONA, HEREBY DEDICATES TO THE PUBLIC, FOR PUBLIC HIGHWAY PURPOSES, WITH ITS PRIMARY USE AS A ROADWAY, THAT PORTION IN SECTION 31, TOWNSHIP 14 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, AS SHOWN HEREON.

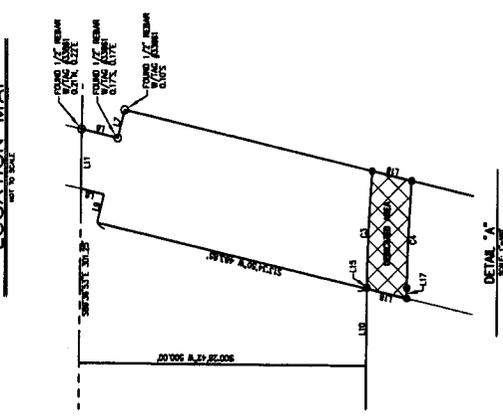
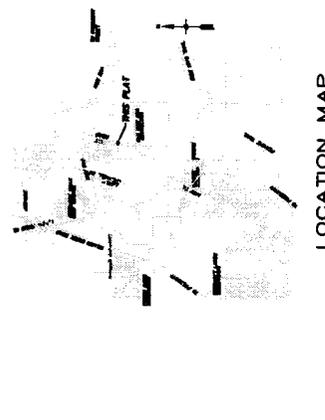
BY: \_\_\_\_\_ THE CITY OF PRESCOTT,  
BY: \_\_\_\_\_

**ACKNOWLEDGEMENT**  
STATE OF ARIZONA )  
COUNTY OF YAVAPAI )  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010, BEFORE ME, THE UNDERSIGNED, JAMES TEO PRESBITER, COUNTY CLERK OF THE CITY OF PRESCOTT, AND AS SUCH OFFICER, EXECUTED THE DEDICATION AND AS SUCH OFFICER, CONTAINED, BEING DAILY AUTHORIZED TO DO SO, IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_  
BY COMMISSION EXPIRES: \_\_\_\_\_

**APPROVALS**  
APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PRESCOTT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.  
MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_  
APPROVED BY THE CITY OF PRESCOTT ENGINEERING DEPARTMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.  
CITY ENGINEER \_\_\_\_\_  
APPROVED BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DIRECTOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.  
COMMUNITY DEVELOPMENT DIRECTOR \_\_\_\_\_

**NOTES**  
1.) THE 'THICKS OF REBAR' FOR THIS SURVEY IS THE CITY OF PRESCOTT 'OPS CONTROL NETWORK'.  
2.) ALL CORNERS OF SHOWN DEDICATED R.O.W. HAVE BEEN SET WITH A CAPPED REBAR WITH 1/2" DIAMETER.  
3.) AREA OF THE DEDICATION IS 14,286.05 SQ.FT. OR 0.33 ACRES



**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	DIRECTION	CHORD
C1	273.29	293.24	50.00	S102°42'00"W	273.10
C2	273.29	293.24	50.00	S102°42'00"W	273.10
C3	202.33	202.33	90.00	S00°00'00"W	202.33
C4	186.10	286.55	43°26'17"	N07°42'00"E	186.07

- LEGEND**
- SET CAPPED REBAR, 1/2" DIAMETER
  - FOUND ANCHORMENT AS NOTED
  - FOUND SECTION OR QUARTER CORNER AS NOTED
  - SECTION LINE
  - ▭ RECORDED R.O.W. THIS PLAT

**LINE TABLE**

LINE	LENGTH	BEARING
L1	286.03	S102°42'00"W
L2	114.98	S00°00'00"W
L3	114.98	S00°00'00"W
L4	333.21	S00°24'44"W
L5	104.27	S00°24'44"W
L6	50.00	S102°42'00"W
L7	41.49	S102°42'00"W
L8	50.00	S102°42'00"W
L9	50.00	S102°42'00"W
L10	102.97	S00°00'00"W
L11	102.97	S00°00'00"W
L12	68.84	S102°42'00"W
L13	100.00	S102°42'00"W
L14	100.00	S102°42'00"W
L15	1.44	N00°00'00"E
L16	70.87	S102°42'00"W
L17	18.00	S102°42'00"W
L18	21.00	S102°42'00"W

**CERTIFICATION**  
THIS IS TO CERTIFY THAT THE MAP OF DEDICATION HEREON WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR AND THAT THE MAP WAS MADE AND COMPLETED AS SHOWN.

SCOTT A. LYNN, R.L.S.  
EXPIRES 6/30/13

**YAVAPAI COUNTY RECORDER**  
FILED AND RECORDED AT REQUEST OF \_\_\_\_\_  
AT \_\_\_\_\_ PLATBOOK \_\_\_\_\_  
BOOK \_\_\_\_\_ OF \_\_\_\_\_  
PAGE \_\_\_\_\_  
RECORDED IN YAVAPAI COUNTY, ARIZONA

**Map of Dedication**  
3823 CROSSINGS DRIVE  
PRESCOTT, AZ 86305  
(928) 776-1750

**Map of Dedication**  
1-14-N, R-1-W, G-5-S-6-6-M

DATE: 7-16-10  
DRAWN BY: BLM  
CHECKED BY: S.M.  
SHEET 1 OF 1

SLOPE STABILIZATION AND RE-VEGETATION  
LICENSE AGREEMENT

Granite Dells Estates Properties, Inc

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as "Licensor", and Granite Dells Estates Properties, Inc, hereinafter referred to as "Licensee".

In consideration that the Prescott Peavine Trail is an important asset to the City of Prescott, and that federal transportation enhancement funds with restrictions were used to purchase the entire width of the original A.T.& S.F. Railroad right-of-way, and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties agree as follows:

1. GRANT OF LICENSE. Licensor hereby grants to Licensee a license to occupy and use a portion of the right of way owned by Licensor for the purpose of providing the right to enter and improve slopes and drainages.

2. LIMITATION TO DESCRIBED PREMISES. This license shall be specifically limited to that certain right of way as more particularly described and attached as the drainage in Exhibit "D" and slopes in exhibit "E" hereto,

3. RESPONSIBILITY OF LICENSOR. The Licensor will accept the drainage improvements found in Exhibit "D" and slope improvements found in Exhibit "E" from Licensee after a three-year warranty period if the slope and drainage stabilization meets the criteria in Exhibit "C" upon inspection. If Licensor determines slope stabilization does not meet criteria, the warranty period shall be extended for up to two (2) additional years. This criteria ensures adequate germination of vegetation, minimal slope erosion and migration of sediment, and ensuring the structural integrity of the drainage and slopes.

4. RESPONSIBILITY OF LICENSEE. The Licensee shall make a reasonable attempt to follow the criteria set forth in Exhibit "C" for stabilization of slopes and drainages beginning upon Licensor's acceptance of the work. At the end of the three-year warranty period, if the Licensor determines slope stabilization does not meet criteria, the warranty period shall be extended for up to two (2) additional years.

5. INSPECTION. Licensor reserves the right to inspect the slopes and drainages as necessary during the term of this license agreement.

6. INDEMNIFICATION. Licensee hereby agrees to indemnify, save and hold harmless the Licensor, its departments, agencies, officers and employees from all cost, damages, liability and claims of any kind whatsoever which is caused by any activity, condition or event arising out of the use of the licensed area by Licensee.

7. LICENSE. This Agreement shall be construed as a mere license by Licensor to Licensee. It shall not be construed as an easement, lease, rental agreement, or as a grant of any interest in the real property other than a mere license.

8. ACCEPTANCE AND OWNERSHIP OF IMPROVEMENTS Upon completion and acceptance by the City of the re-vegetation, slope stabilization and erosion control work as described and specified in this Agreement, all improvements will become the property of the City.

9. LICENSE NOT APPROVAL. The grant of this license shall not be construed as the grant of approval or permit as to the construction, location or marking of any improvements. It is the understanding of the parties that any use of the subject right of way, or structures located thereon, are subject to all applicable state, County and City laws, rules and ordinances, including but not limited to the City Land Development Code.

10. INSURANCE. Licensee agrees and shall maintain in full force and effect during the entire term of this License Agreement, general errors and omissions, public liability insurance in the amount of \$1,000,000 covering the activities of the Licensee, with Licensor as a named additional insured. Certificates of such policy shall be delivered to Licensor before the term hereof commences. All insurance must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to the applicable Certificate of Insurance.

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

12. CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the 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.

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

**LICENSOR:**

CITY OF PRESCOTT, a  
Municipal Corporation

By \_\_\_\_\_  
STEVE NORWOOD, City Manager

**ATTEST:**

APPROVED AS TO FORM;

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

\_\_\_\_\_  
GARY KIDD  
City Attorney

**LICENSEE:**

\_\_\_\_\_  
Michael Fann, President  
Granite Dells Estates Properties, Inc.

# License Agreement – Granite Dells Properties, Inc.

## Exhibit “C”

### Drainage and Slope Criteria

**This criteria has been specifically established for the slopes and drainages addressed within the license agreement located on City-owned lands, and to be maintained by the City following the warranty period.**

**The work embraced herein shall remain consistent with, and be performed in accordance with the requirements of the following separate document:**

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 (Pub. # 31-066)

#### **SECTION 1: DRAINAGE & EROSION CONTROL**

The work under this item shall consist of furnishing all materials and constructing the channels, and applies to the drainage defined in Exhibits “D” and “E”.

Fractured rock for riprap shall be installed on landscape fabric at depth suitable for the anticipated flows.

The structural integrity of the drainage shall remain intact with no signs of scour or bed erosion, and minimal collection of sediment.

#### **SECTION 2: SLOPES & SEEDING:**

##### **1) Description:**

The work under this item shall consist of furnishing all materials, preparing the soil, applying seed, and establishing the seeded areas within the three-year warranty period.

Areas to be seeded are those disturbed or non-vegetated areas and slopes found in Exhibit “B”.

##### **2) Seed:**

**Seed mix species and the Pure Live Seed (PLS) rates are shown in Table 1-a and 1-b below:**

<b>TABLE 1a</b>			
<b>SEED MIX H1 is primarily to be applied within drainageways.</b>			
<b>Botanical Name</b>	<b>Common Name</b>	<b>PLS Rate (Pounds Per Acre)</b>	
Bouteloua curtipendula	Sideoats Grama	2	
Gaillardia aristata	Blanket Flower	3	
Gaillardia puichella	Firewheel	3	
Hilaria jamesii	Galleta Grass	2	
Linum lewisii	Blue Flax	2	
Ratibida columnaris	Yellow Prairie Coneflower	1	

Sporobolus cryptandrus	Sand Dropseed	1	

<b>TABLE 1b</b>			
<b>SEED MIX H2 is primarily for general revegetation of slopes.</b>			
<b>Botanical Name</b>	<b>Common Name</b>	<b>PLS Rate (Pounds Per Acre)</b>	
Bouteloua curtipendula	Sideoats Grama	2	
Gaillardia aristata	Blanket Flower	3	
Gaillardia puichella	Firewheel	3	
Hilaria jamesii	Galleta Grass	2	
Linum lewisii	Blue Flax	1	
Ratibida columnaris	Yellow Prairie Coneflower	1	
Sporobolus cryptandrus	Sand Dropseed	1	
Achillea millefolium	Western Yarrow	1	
Aster tanacetifolius	Aster	1	
Coreopsis lanceolata	Lanceleaf Coreopsis	2	
Penstemon barbatus	Scarlet Bugler	1	
Petalostemum purpureum	Purple Prairie Clover	2	
Sphaeralcea grossulariaefolia	Globemallow	1	

**3) Tacking Agent:**

Tacking agent shall be a naturally occurring organic compound and be non toxic. It shall be a product typically used for binding soil and mulch in seeding or erosion control operations. Approved types shall consist of mucilage or gum by dry weight as active ingredient obtained from guar or plantago.

**4) Wood Fiber Mulch:**

Wood cellulose fiber mulch shall conform to the requirements of Subsection 805-2.03 of the Standard Specifications, except as modified herein, and shall be from thermo-mechanically processed wood, processed to contain no growth germination inhibiting factors. The mulch shall be from virgin wood manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form homogenous slurry. Paper products will not be considered as virgin wood.

**5) Chemical Fertilizer and Sulfur:**

Chemical fertilizer shall conform to the requirements of Subsection 805-2.06 of the specifications and shall be the kind hereafter specified. Fertilizer shall be composed of a mixture of one part sulfur-coated urea 25-4-8, one part monammonium phosphate 11-52-0, and one part methylene urea 38-0-0. The sulfur-coated urea, a blended fertilizer 25-4-8, shall have 80 percent of the nitrogen defined as slow release, and contain 5 percent Iron, 10 percent sulfur and trace amounts of zinc and manganese. The resulting 24-18-2 chemical blended fertilizer, as specified herein, shall be applied at the rate of 200 pounds per acre. In addition to the fertilizer mixture, agricultural sulfur compounds, comprised of between 80 percent and 96 percent sulfur, shall be applied at the rate of 200 pounds per acre.

**6) Application:**

Seeding shall be applied to all new earthen build-up areas. Shoulder build-up areas shall not be tilled prior to seeding. Fertilizer, seeding and mulching shall be done in three separate steps. For the first step, fertilizer shall be broadcast evenly over the shoulder build-up area. For the second step, seed shall be applied by hydroseeding for both types of shoulder build-up areas. For the third step, shoulder build-up areas shall be mulched with wood fiber mulch or hydro straw mulch and tacking agent applied. For earthen shoulder build-up areas, the third step shall be application of straw mulch or hydro straw mulch with tacking agent. The application rate of hydro straw and tacking agent shall be the same rate as wood fiber mulch as specified herein.

**(7) Hydroseed Method:**

Areas and seed types shall be hydroseeded with straw mulch or wood fiber mulch applied following application of the seed. The contract-specified seed shall be applied in a slurry containing a minimum of 40 pounds tacking agent and maximum of 200 pounds of wood fiber mulch per acre. Seed shall not be in the slurry for more than 30 minutes. Seed planted by this method will not require covering with soil. Soil areas shall be tilled to produce loose and friable surfaces with crusted hard soils broken up prior to hydroseeding.

**(8) Applying Straw Mulch**

Straw mulch shall be uniformly applied at the minimum rate of 2 1/2 tons per acre for crimped and tacked areas and minimum 2 tons per acre for tacked-only areas. Unless otherwise specified by the Engineer, straw mulch shall be applied to hydroseeded areas.

**(9) Seeding Acceptance:**

The licensee shall maintain and stabilize each area for a minimum period of three years after application of the seeding and mulching materials. Any areas damaged from erosion, or with less than 75 percent of coverage accomplished, shall be re-seeded, re-mulched, and re-tacked as per the license agreement.

**EXHIBIT "D"**  
**Legal Description**  
**Drainage**

A parcel of land lying within Section 6, Township 14 North, Range 1 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is North 89°36'53" West as measured between a found USGS brass cap at the Northwest corner of said Section 6 and a found 1" rebar at the Northeast corner of said Section 6.)

Commencing at a found USGS brass cap at the Northwest corner of said Section 6;

Thence, South 00°24'19" West, along the west line of said Section 6, a distance of 500.00 feet;

Thence South 89°36'53" East, a distance of 1385.71 feet to the westerly abandoned railroad right of way line of the Atchison, Topeka and Santa Fe Railway, also known as the Peavine Trail, as described in Book 4545 Official Records, Page 558, Yavapai County Recorders Office;

Thence South 13°34'50" West, along said westerly abandoned railroad right of way line, a distance of 92.44 feet;

Thence South 89°36'56" East, a distance of 22.76 feet;

Thence along a tangent curve, concave to the southwest, having a radius of 2945.00 feet, a central angle of 00°56'48", an arc length of 48.66 feet, a chord bearing of South 89°08'32" East and a chord length of 48.66 feet to the TRUE POINT OF BEGINNING;

Thence continue along said curve, concave to the southwest, having a radius of 2945.00 feet, a central angle of 00°35'07", an arc length of 30.09 feet, a chord bearing of South 88°22'35" East and a chord length of 30.09 feet;

Thence South 05°57'27" West, a distance of 54.25 feet;

Thence South 08°38'02" West, a distance of 88.46 feet;

Thence South 20°26'16" East, a distance of 19.34 feet;

Thence South 33°54'17" East, a distance of 40.85 feet;

Thence South 14°05'25" East, a distance of 35.29 feet;

Thence South 66°10'38" East, a distance of 29.66 feet to the easterly abandoned railroad right of way line of said Atchison, Topeka and Santa Fe Railway;

Thence along a non-tangent curve, concave to the southeast, having a radius of 2763.24 feet, a central angle of 00°38'05", an arc length of 30.62 feet, a chord bearing of South 12°18'18" West and a chord length of 30.62 feet;

Thence North 66°10'38" West, a distance of 50.43 feet;

Thence North 14°05'25" West, a distance of 44.71 feet;

Thence North 33°54'17" West, a distance of 39.15 feet;

Thence North 20°26'16" West, a distance of 30.66 feet;

Thence North 08°38'02" East, a distance of 95.54 feet;

Thence North 05°57'27" East, a distance of 51.27 feet to the TRUE POINT OF BEGINNING.

Said Parcel Containing 8,694.05 square feet, more or less.

07/21/10  
LE #614-10  
Exhibit D - Drainage.doc

SCOTT A. LYON, R.L.S.



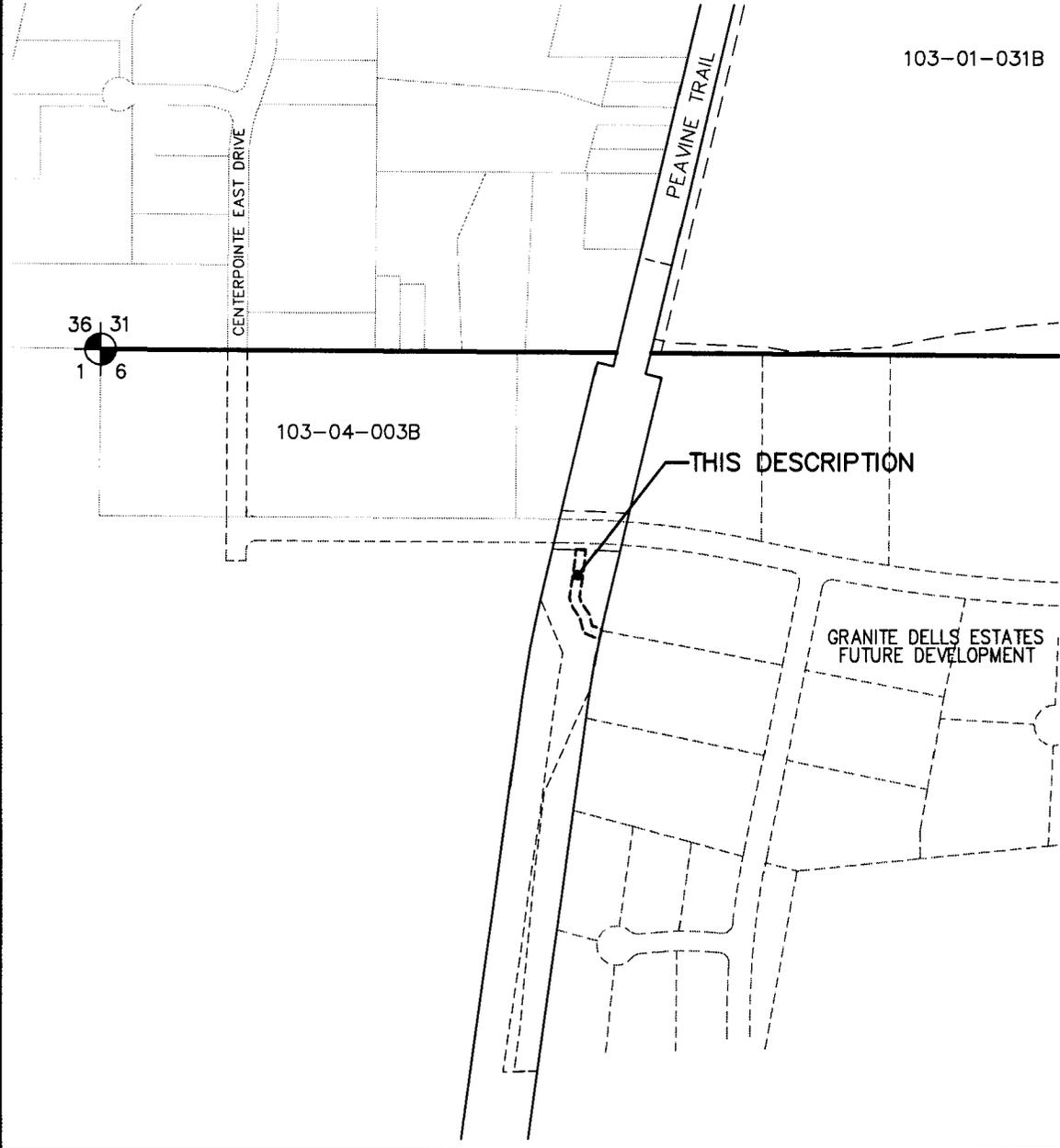
EXPIRES 6/30/13

MAP TO ACCOMPANY  
LEGAL DESCRIPTION



SCALE: 1"=500'

103-01-031B



**EXHIBIT "E"**  
**Legal Description**  
**Slope Stabilization**

A parcel of land lying within Section 6, Township 14 North, Range 1 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is North  $89^{\circ}36'53''$  West as measured between a found USGS brass cap at the Northwest corner of said Section 6 and a found 1" rebar at the Northeast corner of said Section 6.)

Commencing at a found USGS brass cap at the Northwest corner of said Section 6;

Thence, South  $00^{\circ}24'19''$  West, along the west line of said Section 6, a distance of 500.00 feet;

Thence South  $89^{\circ}36'53''$  East, a distance of 1385.71 feet to the westerly abandoned railroad right of way line of the Atchison, Topeka and Santa Fe Railway, also known as the Peavine Trail, as described in Book 4545 Official Records, Page 558, Yavapai County Recorders Office;

Thence South  $13^{\circ}34'50''$  West, along said westerly abandoned railroad right of way line, a distance of 92.44 feet;

Thence South  $89^{\circ}36'56''$  East, a distance of 22.76 feet;

Thence along a tangent curve, concave to the southwest, having a radius of 2945.00 feet, a central angle of  $03^{\circ}31'50''$ , an arc length of 181.46 feet, a chord bearing of South  $87^{\circ}51'02''$  East and a chord length of 181.44 feet to the easterly abandoned railroad right of way line of said Atchison, Topeka and Santa Fe Railway;

Thence South  $13^{\circ}34'50''$  West, along said easterly abandoned railroad right of way line, a distance of 194.86 feet;

Thence along a tangent curve, along said easterly abandoned railroad right of way line, concave to the southeast, having a radius of 2763.24 feet, a central angle of  $04^{\circ}45'57''$ , an arc length of 229.85 feet, a chord bearing of South  $11^{\circ}11'51''$  West and a chord length of 229.78 feet to the TRUE POINT OF BEGINNING;

Thence continue along said curve, along said easterly abandoned railroad right of way line, concave to the southeast, having a radius of 2763.24 feet, a central angle of  $00^{\circ}54'03''$ , an arc length of 43.44 feet, a chord bearing of South  $08^{\circ}21'51''$  West and a chord length of 43.44 feet;

Thence South 07°54'50" West, along said easterly abandoned railroad right of way line, a distance of 1112.83 feet;

Thence South 88°41'49" West, a distance of 70.92 feet;

Thence North 07°54'50" East, a distance of 130.00 feet;

Thence North 05°13'59" East, a distance of 440.00 feet;

Thence North 06°56'33" East, a distance of 275.00 feet;

Thence North 24°04'56" East, a distance of 222.00 feet

Thence North 24°59'16" East, a distance of 115.00 feet to the TRUE POINT OF BEGINNING.

Said Parcel Containing 85,078.18 square feet, more or less.

07/21/10

LE #614-10

Exhibit E - Slope.doc

SCOTT A. LYON, R.L.S.



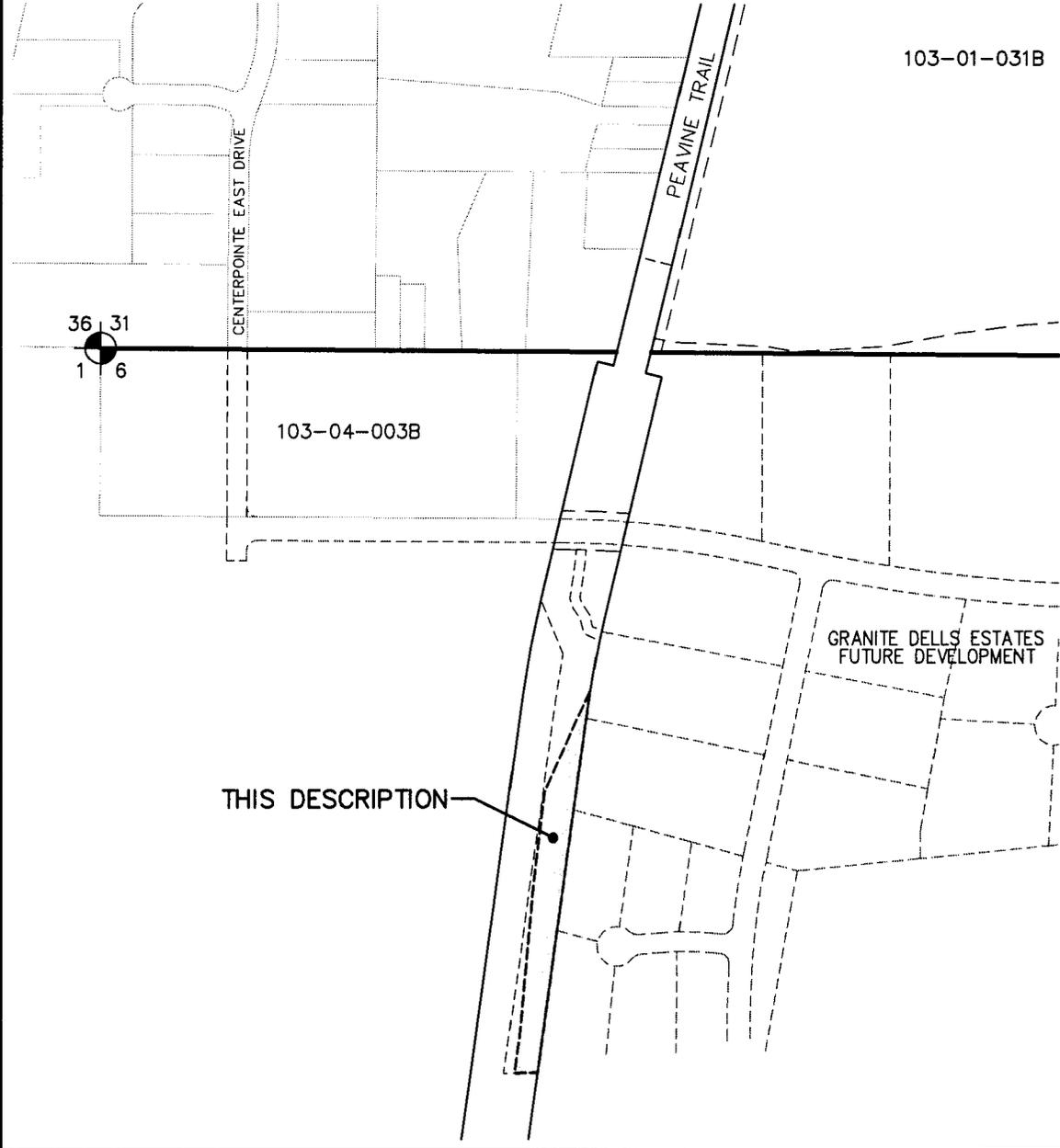
EXPIRES 6/30/13

MAP TO ACCOMPANY  
LEGAL DESCRIPTION



SCALE: 1"=500'

103-01-031B



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

**RIGHT OF ENTRY & TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the City of Prescott, hereinafter referred to as "Grantor", hereby grants to Granite Dells Estates Properties Inc., hereinafter referred to as the "Grantee", its employees, agents, and designees, a Right of Entry and Temporary Construction Easement to enter upon the City of Prescott property as shown on Exhibit "A" and described in Exhibit "B" for the purpose of engineering, grading, compaction, permanent bank stabilization and erosion control measures, construction and installation of all utilities and drainage facilities, constructing and installation of curb, gutter, sidewalk, paving, together with the right of ingress/egress over the property shown on Exhibit "A". This Right of Entry and Temporary Construction Easement is granted for the exclusive purpose of grading on the Peavine Trail, grading and construction of both an interim and future Peavine Trail alignments, construction of all required infrastructure improvements to Road 39 across the Peavine Trail and any other improvements as shown on Exhibit "A". Granite Dells Estates Properties Inc. will schedule their construction operations to provide all trail users with a continuous and safe access to the Peavine Trail.

IN WITNESS WHEREOF, the Grantor has herein unto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

GRANTOR:

City of Prescott

\_\_\_\_\_  
Marlin D. Kuykendall, Mayor

STATE OF ARIZONA

COUNTY OF YAVAPAI

) ss.  
)

SUBSCRIBED AND SWORN before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by  
Marlin D. Kuykendall, Mayor of the 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 within the instrument, and  
acknowledged that he/she/they executed it.

\_\_\_\_\_  
Notary Public

SEAL:

My Commission Expires:

\_\_\_\_\_



**EXHIBIT "B"**  
**Legal Description**  
**Right-of-Entry / Temporary Construction Easement**

A Right-of-Entry / Temporary Construction Easement lying within Section 6, Township 14 North, Range 1 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is North 89°36'53" West as measured between a found USGS brass cap at the Northwest corner of said Section 6 and a found 1" rebar at the Northeast corner of said Section 6.)

Commencing at a found USGS brass cap at the Northwest corner of said Section 6;

Thence, South 00°24'19" West, along the west line of said Section 6, a distance of 500.00 feet;

Thence South 89°36'53" East, a distance of 1385.71 feet to the westerly abandoned railroad right of way line of the Atchison, Topeka and Santa Fe Railway, also known as the Peavine Trail, as described in Book 4545 Official Records, Page 558, Yavapai County Recorders Office and the TRUE POINT OF BEGINNING;

Thence North 13°34'50" East, along said westerly abandoned railroad right of way line, a distance of 483.85 feet;

Thence South 76°21'19" East, along said westerly abandoned railroad right of way line, a distance of 50.00 feet;

Thence North 13°34'50" East, along said westerly abandoned railroad right of way line, a distance of 41.49 feet to a point on the north line of said section 6;

Thence North 13°35'04" East, along said westerly abandoned railroad right of way line, a distance of 294.02 feet;

Thence South 76°24'37" East, a distance of 100.02 feet to the easterly abandoned railroad right of way line of said Atchison, Topeka and Santa Fe Railway;

Thence South 13°35'23" West, along said easterly abandoned railroad right of way line, a distance of 270.56 feet to a point on the north line of said section 6;

Thence South 13°34'50" West, along said easterly abandoned railroad right of way line, a distance of 64.93 feet;

Thence South 76°21'19" East, along said easterly abandoned railroad right of way line, a distance of 50.00 feet;

Thence South 13°34'50" West, along said easterly abandoned railroad right of way line, a distance of 729.89 feet;

Thence along a tangent curve, along said easterly abandoned railroad right of way line, concave to the southeast, having a radius of 2763.24 feet, a central angle of 05°40'00", an arc length of 273.29 feet, a chord bearing of South 10°44'50" West and a chord length of 273.18 feet;

Thence South 07°54'50" West, along said easterly abandoned railroad right of way line, a distance of 1112.83 feet;

Thence South 88°41'49" West, a distance of 102.64 feet;

Thence North 08°05'00" East, a distance of 207.63 feet;

Thence North 08°23'35" East, a distance of 157.84 feet;

Thence North 07°09'16" East, a distance of 176.17 feet;

Thence North 08°34'55" East, a distance of 242.61 feet;

Thence North 07°31'02" East, a distance of 160.43 feet;

Thence North 07°54'50" East, a distance of 184.64 feet;

Thence along a tangent curve, concave to the southeast, having a radius of 2863.24 feet, a central angle of 02°50'00", an arc length of 141.59 feet, a chord bearing of North 09°19'50" East and a chord length of 141.58 feet;

Thence North 22°35'50" West, a distance of 175.34 feet to the westerly abandoned railroad right of way line of said Atchison, Topeka and Santa Fe Railway;

Thence North 13°34'50" East, along said westerly abandoned railroad right of way line, a distance of 246.15 feet to the TRUE POINT OF BEGINNING.

Said Easement Containing 326,751.81 square feet, more or less.

07/21/10  
LE #614-10  
Exhibit B - TCE.doc

SCOTT A. LYON, R.L.S.

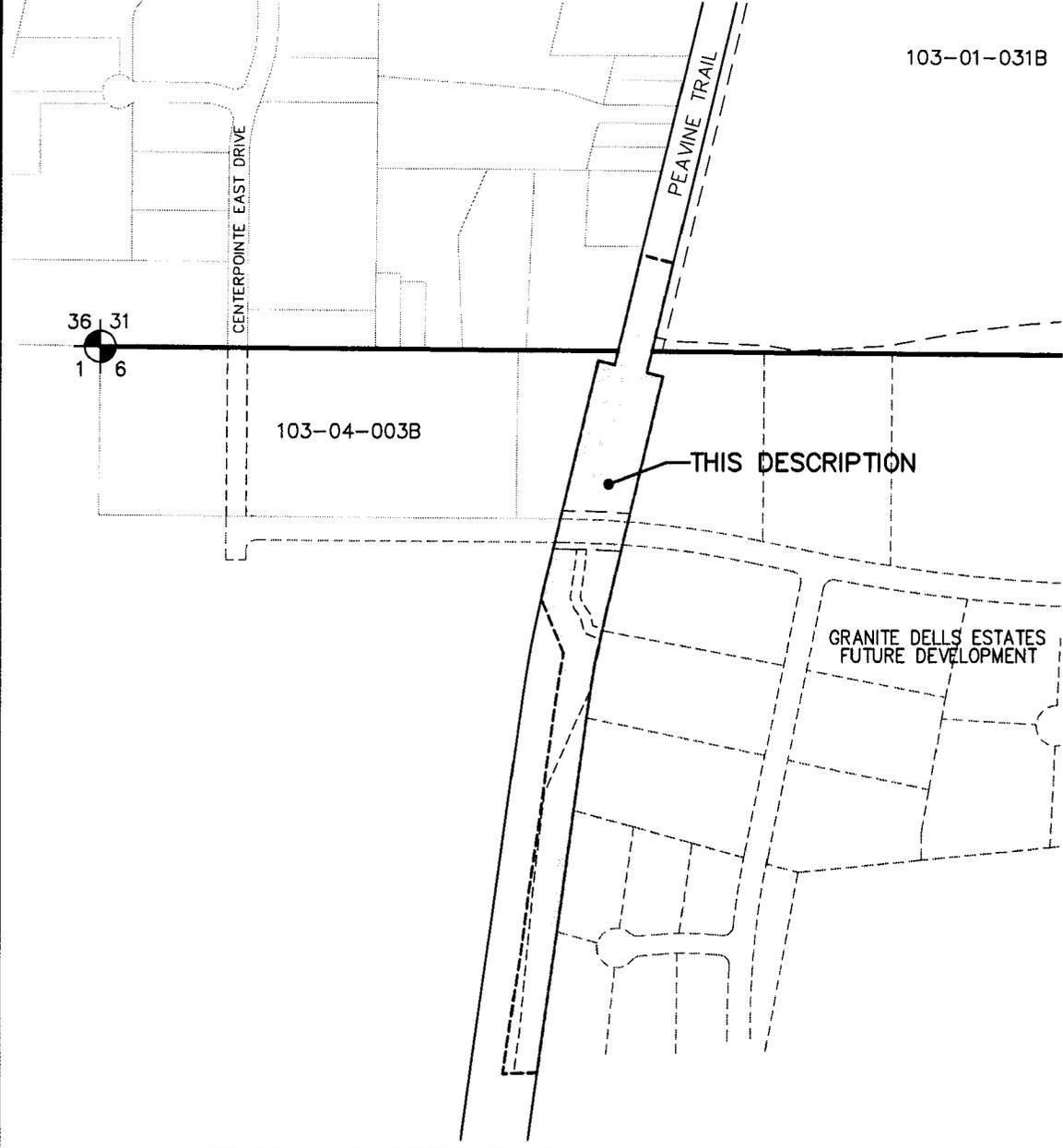


MAP TO ACCOMPANY  
LEGAL DESCRIPTION



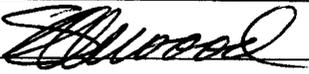
SCALE: 1"=500'

103-01-031B





<b>COUNCIL AGENDA MEMO – July 27, 2010</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Adoption of Resolution No. 4035-1105 for a Transportation Enhancement grant application for west Gurley Street Pedestrian Enhancements.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood 	07/20/10

**Item Summary**

Approval of this item will authorize submittal of a Transportation Enhancement grant application to the Arizona Department of Transportation for west Gurley Street Pedestrian Enhancements.

**Background**

Pedestrian facilities along the south side of west Gurley Street are not continuous with gaps existing between sidewalk segments some of which are deteriorated and require replacement. The Federal Transportation Enhancement Grant Program provides cities the opportunity to pursue infrastructure grants that improve transportation facilities through sidewalk and pathway installation. More specifically, this grant source administered through the Arizona Department of Transportation will allow for the funding of various sidewalk improvements on Gurley Street from Cory Avenue to Plaza Drive. This will provide a continuous sidewalk with ADA curb ramps, handrails, retaining walls and new and reconstructed driveways where needed. These improvements will provide connectivity from residential areas on the City's west side to the commercial centers to the east. Based on construction cost estimates, the total project cost is \$276,260, which includes \$255,798 in Federal funds, the City's required 5.7% match of \$15,462, and the required \$5,000 ADOT processing fee.

The resolution contains language required by all applicants as per Arizona Department of Transportation, otherwise, the applications can be denied. The grant application is being submitted to Arizona Department of Transportation - Transportation Enhancement Review Committee by the Central Yavapai Metropolitan Planning Organization (CYMPO) in early August. Typically, final recommended grant awards are decided by December, with final approval by the State Transportation Board in early 2011.

There will not be a similar grant cycle for this grants program in 2011.

**Agenda Item:** Adoption of Resolution No. 4035-1105 for a Transportation Enhancement grant application for west Gurley Street Pedestrian Enhancements

**Financial Impact**

As this is a reimbursable grant and considering the grant process timetable, monies will be budgeted in FY12 following confirmation of a grant award.

**Attachments**

- Location Map
- Resolution No. 4035-1105

**Recommended Action:** MOVE to adopt Resolution No. 4035-1105.

## RESOLUTION NO. 4035-1105

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A TRANSPORTATION ENHANCEMENT GRANT FROM ARIZONA DEPARTMENT OF TRANSPORTATION FOR WEST GURLEY STREET PEDESTRIAN ENHANCEMENTS (CORY AVENUE TO PLAZA DRIVE), AND AUTHORIZING MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

### **RECITALS:**

WHEREAS, Federal Transportation Enhancement Grants through Arizona Department of Transportation provide the necessary funding for sidewalk improvements, and eligible transportation enhancement activities including facilities for Pedestrians and Bicycles, and

WHEREAS, the City of Prescott's West Gurley Street provides non-motorized transportation linkages within the community, and

WHEREAS, the City of Prescott wishes to complete a grant application and accept the foregoing funding to provide continuity of pedestrian facilities on West Gurley Street.

### **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 completion of the grant application for the Arizona Department of Transportation and is committed to providing the required 5.7% match of \$15,462 from the One Cent Fund.

Section 2. THAT, the City of Prescott is committed to funding, project scoping document, environmental, right-of-way and utility clearances and design with the overall project budget, and to pay for all cost overruns.

Section 3. THAT, the City of Prescott commits that the project will be ready for advertisement in 3 YEARS.

Section 4. THAT, the City of Prescott commits to the required JPA maintenance agreement to ensure long-term maintenance of the finished project.

Section 5. THAT, the City of Prescott is committed to providing the ADOT review fee for \$5,000, and to reimburse ADOT/FHWA for all federal funds used, if the project is cancelled by the sponsor.

Section 6. THAT the Mayor and staff are hereby authorized to execute any and all documents to effectuate the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

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

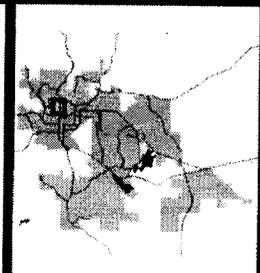
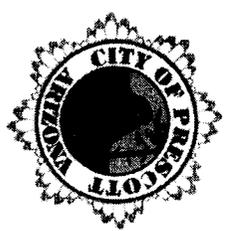
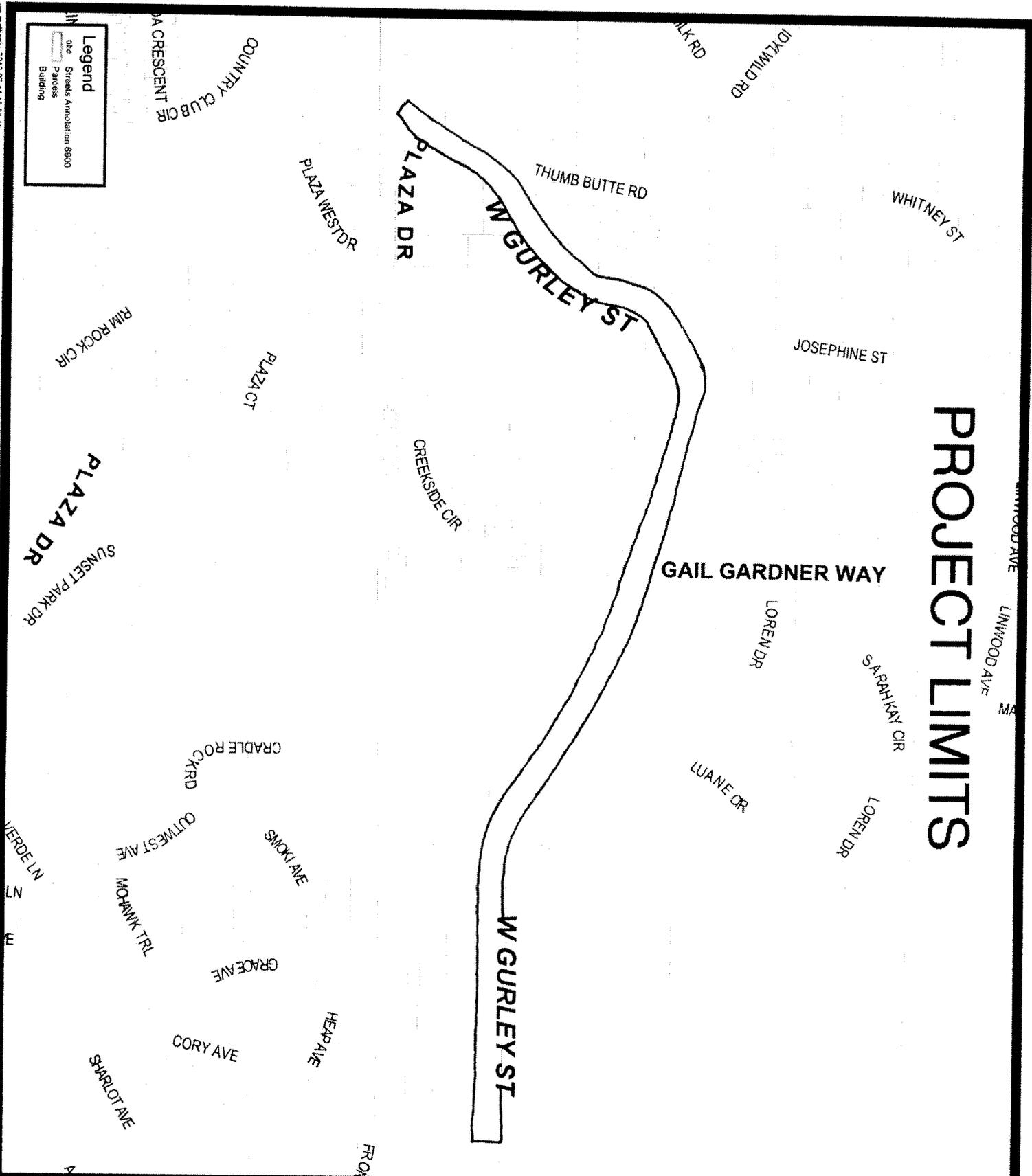
ATTEST:

APPROVED AS TO FORM:

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

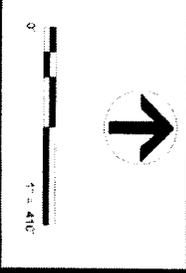
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GARY D. KIDD, City Attorney

# PROJECT LIMITS



W. GURLEY STREET PEDESTRIAN  
ENHANCEMENT PROJECT (TE) GRANT

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



This document is a graphic representation only of data available sources. The City of Prescott assumes no responsibility for any errors.



<b>COUNCIL AGENDA MEMO – July 27, 2010</b>
<b>DEPARTMENT: Field Operations, Solid Waste Division</b>
<b>AGENDA ITEM: City Code Chapter 2-13: Revisions ; Adoption of rate schedule</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Chad McDowell</b>	
<b>Finance Director: Mark Woodfill</b>	
<b>City Manager: Steve Norwood</b>	

Background:

The Council Workshop of July 20, 2010 presented changes to Arizona Revised Statutes Section 49-746, which will be changed to allow privately owned commercial solid and industrial waste hauling companies to operate within the corporate limits of the City of Prescott, effective July 29, 2010. In order to comply with ARS, City Code Chapter 2-13 requires new language and substantial revision. Highlights of Code changes include:

- Changing the name of the responsible department to Field Operations – no longer Public Works Department
- Fees and charges subject to annual revision, as part of the budget process – allowing increased flexibility in a competitive market setting
- A Permit Application process for private solid waste hauling companies – to ensure public health and safety through compliance with county, state and federal requirements
- Clearly defined requirements for vehicles and containers, including those owned and operated by the City of Prescott

Revised Chapter 2-13, if approved, will supersede and replace the existing section of City Code. Use of the Emergency Clause is necessary in order to comply with the revisions to ARS, which become effective on July 29, 2010.

The above changes include the approval method for solid waste fees, and states that fees will be approved annually by City Council. As FY2011 is currently in progress fees could not be adopted via the budget process and need to be adopted at this time. Fees are proposed as follows:

**RESIDENTIAL CURBSIDE SERVICE**

\$14.00 Sanitation Fee + \$0.50 landfill closure maintenance fee = \$14.50 per month

**Agenda Item: City Code Chapter 2-13: Revisions; Adoption of rate schedule**

City will supply at no charge 1 68 gallon green trash container, 1 68 gallon blue recycle container. Additional green trash container \$5.80 per month, no charge for additional blue recycle container.

Temporary service suspension – minimum of three months, \$25 fee to remove containers, \$25 fee to replace containers when service is resumed.

**MULTI-FAMILY RESIDENTIAL 300 GALLON CONTAINER**

\$37.15 Sanitation fee + \$0.50 landfill closure maintenance fee = \$37.65 per month

Recycling service, if desired, 300 gallon \$18.58 per month, 68-gallon \$5.80 per month

**COMMERCIAL CURBSIDE SERVICE**

\$14.00 Sanitation Fee + \$1.00 landfill closure maintenance fee = \$15.00 per month

City will supply at no charge 1 68 gallon green trash container, 1 68 gallon blue recycle container. Additional green trash container \$5.80 per month, no charge for additional blue recycle container.

Temporary service suspension – minimum of three months, \$25 fee to remove containers, \$25 fee to replace containers when service is resumed.

**COMMERCIAL DUMPSTER SERVICE (GARBAGE) = \$3.36 PER CUBIC YARD**

(Monthly charge calculated by size of dumpster X collection frequency per week)

	1	2	3	4	5	6	7
2	\$ 29.12	\$ 58.24	\$ 87.36	\$ 116.48	\$ 145.60	\$ 174.72	\$ 203.84
3	\$ 43.68	\$ 87.36	\$ 131.04	\$ 174.72	\$ 218.40	\$ 262.08	\$ 305.76
4	\$ 58.24	\$ 116.48	\$ 174.72	\$ 232.96	\$ 291.20	\$ 349.44	\$ 407.68
6	\$ 87.36	\$ 174.72	\$ 262.08	\$ 349.44	\$ 436.80	\$ 524.16	\$ 611.52
8	\$ 116.48	\$ 232.96	\$ 349.44	\$ 465.92	\$ 582.40	\$ 698.88	\$ 815.36

**COMMERCIAL RECYCLE DUMPSTER SERVICE = \$1.68 PER CUBIC YARD**

(Monthly charge calculated by size of dumpster X collection frequency per week)

	1	2	3	4	5	6	7
3	\$ 21.84	\$ 43.68	\$ 65.52	\$ 87.36	\$ 109.20	\$ 131.04	\$ 152.88
6	\$ 43.68	\$ 87.36	\$ 131.04	\$ 174.72	\$ 218.40	\$ 262.08	\$ 305.76
8	\$ 58.24	\$ 116.48	\$ 174.72	\$ 232.96	\$ 291.20	\$ 349.44	\$ 407.68

**COMMERCIAL ACCOUNTS – ADD \$1.00 PER MONTH LANDFILL CLOSURE MAINTENANCE FEE**

Every City of Prescott Utility Customer will be charged for Landfill Closure maintenance. This includes all Solid Waste accounts and Water Service accounts.

**Agenda Item: City Code Chapter 2-13: Revisions; Adoption of rate schedule**

**TEMPORARY CONSTRUCTION DUMPSTERS AND ROLL-OFFS**

6-yard construction dumpster: \$50.00 set fee, \$60.00 per empty 20, 30 or 40 yard roll-off container: \$50.00 set fee, \$85.00 per pull + \$59.00 per ton

**COMMERCIAL SOLID WASTE HAULERS**

- Must obtain permit to operate within City of Prescott per City Code Chapter 2-13 requirements.
- \$500 non-refundable application fee per company, monthly payment of 5% of gross revenue received from commercial customers in the City of Prescott
- Vehicle permit fee will be used for street maintenance and repairs to City streets.

**TRANSFER STATION FEES**

The City of Prescott Transfer Station is located at 2800 Sundog Ranch Road. Hours of operation are 8:00 A.M. to 4:00 P.M. Monday through Saturday. Prices at the Transfer Station are calculated by the weight and type of items processed, as follows:

- Solid waste: \$59 per ton (\$2.95 per 100 pounds) \$5.00 minimum
- Clean inert debris (concrete, asphalt, dirt, rock) \$15.00 per ton
- Washers, dryers, televisions, water heaters and stoves are accepted - \$3.00 fee
- Electronics such as audio visual equipment, telecom equipment, microwave ovens and computer components can be accepted for recycling inside the facility, at no charge.
- Used motor oil and anti-freeze – up to five gallons per month at no charge.

These rates are intended to remain in effect until the end of FY 11 on June 30, 2011.

**Summary of Proposed Action**

Ordinance No. 4755-1106 repeals the previous section of the City Code and also adopts the new section by reference. The new section is first made a Public Record via a resolution, which is permitted by Arizona Revised Statutes so that the entire 30-page document does not have to be published. The final step is adoption of the Resolution setting the new rate structure.

**Recommended Action: (1) MOVE to adopt Resolution No. 4036-1106; (2) MOVE to adopt Ordinance No. 4755-1106; and (3) MOVE to adopt Resolution No. 4037-1107.**



**RESOLUTION NO. 4036-1106**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "CHAPTER 2-13, FIELD OPERATIONS DEPARTMENT; SOLID WASTE DIVISION OF THE PRESCOTT CITY CODE"**

**RECITALS:**

WHEREAS, that certain document entitled the "*Chapter 2-13, Field Operations Department; Solid Waste Division of the Prescott City Code,*" three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the city clerk.

**ENACTMENTS:**

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

Section 1. THAT certain document entitled "*Chapter 2-13, Field Operations Department; Solid Waste Division of the Prescott City Code,*" is hereby declared to be a public record.

Section 2. THAT the City Clerk is hereby directed to maintain three (3) copies of the above referenced public documents on file at all times for inspection by the public.

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

**EXHIBIT 'A'****CHAPTER 2-13  
FIELD OPERATIONS DEPARTMENT  
SOLID WASTE DIVISION**

- Sec. 2-13-0. Department and Divisions Created
- Sec. 2-13-1. Purpose
- Sec. 2-13-2. Powers of the City
- Sec. 2-13-3. Hours of collection
- Sec. 2-13-4. Definitions
- Sec. 2-13-5. Authority to collect--Unauthorized collection
- Sec. 2-13-6. Use of service required – Cancellation of service
- Sec. 2-13-7. Responsibility for solid waste and recyclables
- Sec. 2-13-8. Types of service
- Sec. 2-13-9. Enclosures – Right of Way Permits and Licenses
- Sec. 2-13-10. Fees – determination, reporting and payment
- Sec. 2-13-11. Unobstructed passage in streets and alleys
- Sec. 2-13-12. Receptacles – General requirements
- Sec. 2-13-13. City ownership of City – provided containers
- Sec. 2-13-14. Construction and demolition materials
- Sec. 2-13-15. Residential collection requirements
- Sec. 2-13-16. Automated residential solid waste and recycling collection
- Sec. 2-13-17. Residential bulk waste collection
- Sec. 2-13-18. Roll off container collection service
- Sec. 2-13-19. Commercial collection requirements
- Sec. 2-13-20. Prohibited substances, Unacceptable Materials or Prohibited Materials.
- Sec. 2-13-21. Prohibited acts
- Sec. 2-13-22. Enforcement authority
- Sec. 2-13-23. Solid waste license required for use of public roads and alleys by solid waste collection vehicles – Commercial solid waste licenses - Duration
- Sec. 2-13-24. License exceptions
- Sec. 2-13-25. License application
- Sec. 2-13-26. Issuance of license
- Sec. 2-13-27. Vehicle requirements
- Sec. 2-13-28. Container requirements
- Sec. 2-13-29. Seizure and impoundment of containers
- Sec. 2-13-30. Annual reports
- Sec. 2-13-31. Prohibited practices
- Sec. 2-13-32. Cause for denial, modification, or revocation
- Sec. 2-13-33. Denial of license – Appeal
- Sec. 2-13-34. Notice of license violations – Opportunities for cure; termination; appeal
- Sec. 2-13-35. Interim solid waste license

- Sec. 2-13-36. Severability
- Sec. 2-13-37. Violations and Penalties

### **Sec. 2-13-0. Department and Divisions Created**

There is hereby created a Field Operations Department, to be under the supervision of the Field Operations Director. The director will report to and be responsible for the operation of the department to the City Manager. The Field Operations Department shall consist of the Solid Waste Division and the Street Maintenance Division, in addition to such divisions as shall be established from time to time by the City manager.

### **Sec. 2-13-1. Purpose**

The purpose of this chapter is to (i) protect the health and safety of the citizens of the City, (ii) protect the environment by establishing minimum standards for the safe and sanitary collection, storage, treatment, transportation, processing, and disposal of solid waste and recyclables generated within the City of Prescott.

### **Sec. 2-13-2. Powers of the City**

Garbage, refuse and recyclable materials within the City shall be collected, removed and disposed of by officers or employees of the City. Commercial or industrial solid waste management services and recycling services may also be provided by private enterprises registered and licensed with the City of Prescott to provide such services to commercial accounts. The City manager or designee, in order to protect the health and safety of the citizens and the environment of the City, is authorized and directed to implement and enforce the provisions of this chapter to control the storage, collection, treatment, transportation, processing, and disposal of solid waste and recyclables. Nothing in this chapter is intended or shall be construed to infringe or supplant the authority of the Yavapai County Health Department, Arizona Department of Health Services, Arizona Department of Environmental Quality or the United States Environmental Protection Agency in this area pursuant to federal and state laws.

The powers of the City shall include:

#### **(A) Rules and regulations.**

The City manager or his designee shall prescribe rules, requirements and regulations for private collection of commercial and industrial solid waste within its area of jurisdiction, including standards for equipment, hours of operation, license fees and insurance requirements as necessary and appropriate to operate a solid waste collection-program. The City manager or his designee shall make such schedules, rules and regulations concerning the collection, disposal and hauling of solid waste, recyclable materials and other wastes by any party, including standards for equipment, hours of operation, license fees and

insurance requirements as necessary and appropriate to operate a solid waste collection program, or other similar activities or facilities or relating to the operation of any transfer station, disposal site, recycling or waste reduction program, that are not inconsistent with this Chapter.

(B) Inspection.

There may be inspections by the City to secure compliance with this chapter. A code inspector or solid waste inspector shall have the right to enter residential, commercial, industrial, and institutional establishments for inspection purposes.

**Sec. 2-13-3. Hours of collection**

Hours of collection of solid waste or recyclables by private and municipal collectors shall be regulated by the City. In order to prohibit the disturbance of the public peace and welfare, no person shall collect or remove or to cause, permit, facilitate, aid or abet the collection or removal of solid waste or recyclables between the hours of 10:00 p.m. and 6:00 a.m. if the collection point or container location is within 300 feet of any residential dwelling unit unless reasonable accommodations are approved by the City.

**Sec. 2-13-4. Definitions**

For the purposes of this chapter, the following words, terms and phrases shall have the meanings defined by this section, except where the context clearly indicates a different meaning:

*"Alley"* means a public passageway affording a secondary means of access to abutting property for private, utility and emergency vehicles.

*"Animal waste"* means all waste from household pets, stables, kennels, pet pens, chicken coops, veterinary establishments and other waste of a similar nature.

*"Ashes"* means any residue other than salvage from the burning of any combustible material, specifically excluding ashes from medical waste or hazardous waste.

*"Automated contained solid waste collection system"* means a contained solid waste collection system that utilizes City-specified solid waste containers and a solid waste collection vehicle equipped with a lifting device.

*"Automotive parts"* means any part or combination of parts of any kind of motor vehicle, including but not limited to tires, batteries, seats, engines, fuel tanks, doors, auto glass and upholstery.

*"Authorized solid waste collector"* means the City or any contractor operating within the City under a valid solid waste service license.

*"Brush"* means tree limbs and shrubbery clippings exceeding three feet in length.

*"Bulk waste"* means wooden and cardboard boxes, crates (except as used to contain clippings, cactus or matter which, according to the provisions of this chapter, will be collected by the City), appliances, furniture, machinery, automobile parts and all other nonvegetative matter, which by reason of size and/or shape are not readily containable.

Bulk waste also includes tree trunks, branches or limbs, regardless of length, which are ten or more inches in diameter.

*"Construction and demolition waste"* means all debris, rubble, soil and excess materials from any construction, demolition, repair or remodeling operations, whether on private, public, residential or commercial premises, whether to the primary structure or any other structure, and whether produced by the work or at the direction of the property owner, contractor, subcontractor, agent, or any other party.

*"Business establishment"* means any public or private place, building or enterprise utilized for the conduct of business or industry, including non-profit organizations, and schools specifically excluding residential units.

*"City"* means the City of Prescott, Arizona.

*"City manager"* means City manager or his designee.

*"Collection begins date"* means the first day of the scheduled collection period, as established and published by the City manager.

*"Commercial solid waste"* means any solid waste produced by the operation of or as a by-product of any business, without regard to whether the business is licensed in the City, or whether the business activity is conducted in a public business, private residence, within the City, or any other location.

*"Collection employee"* means any individual employed by the City for the purpose of effectuating the provisions of this chapter.

*"Commercial solid waste generator"* means any person in charge of, owning, leasing, renting or occupying any business, industrial or commercial building other than a private residence, including, but not limited to a store, office, factory, hotel, tourist court, motel, motor court, motor hotel, trailer court, apartment hotel or residential building ordinarily leased for a period of less than three months.

*"Containable solid waste"* means all putrescible and nonputrescible solid wastes, including but not limited to, wrapped garbage, wrapped small dead animals, wrapped or boxed ashes, wastepaper, excelsior, rags, bottles, crockery, bedding, clothing, carpets, leather, tin cans, metal scraps, small mechanical parts, shavings, floor sweepings, grass and weed clippings, twigs, tree limbs not exceeding four feet in length, and other similar waste and debris.

*"Contained solid waste"* means all solid waste placed in containers for disposal.

*"Contaminated materials"* means any materials which, when prepared for one of the acceptable forms of collection described in this chapter, contain materials which are not acceptable under that particular form of collection.

*"Contractor"* means any person or entity other than the City, who removes, collects, hauls, or transports within the City any solid waste of another person or entity, including recyclable materials, hazardous materials, or medical waste, or any other types of waste, for disposal, salvage, recycling or any other purpose.

*"Dwelling unit"* means a unit providing independent living facilities for one or more persons including provisions for living, sleeping, eating, cooking, and sanitation or one or more rooms within a building arranged, designed or used for residential purposes for one or more persons and containing independent sanitary and cooking facilities.

*"Filth"* means manure, excrement, or similar substance.

*"Fly-tight"* means the lid of the container must fit flush around all contact points and prevent entry of flies or rodents.

"Garbage" is putrescible and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

"Hazardous material" means any chemical, compound, mixture, substance or chapter which is designated by the U.S. Environmental Protection Agency or appropriate agency of the state to be hazardous, as that term is defined by or pursuant to federal or state law. Hazardous material includes but is not limited to medical wastes, herbicides, pesticides, explosives, and radioactive, toxic, flammable or corrosive materials.

"Household hazardous waste" means any waste that would otherwise be a hazardous waste pursuant to Arizona Revised Statutes, Title 49, and 40 Code of Federal Regulations, Part 261 but is excluded as a hazardous waste because it is generated by the normal day-to-day activities of households.

"Imminent health or safety hazard" means condition of real property, solid waste or recycling container that places a person's life, health, safety or property in high risk of peril when such condition is immediate, impending on the point of happening and menacing.

"Incipient hazard" means condition of real property that can become an imminent or health hazard if further deterioration occurs that can cause unreasonable risk of death or severe personal injury.

"Licensee" means a private "Authorized solid waste collector"

"Litter" means all garbage, waste and debris not properly prepared for collection under this Code.

"Medical waste" means materials defined as medical waste by Arizona Revised Statutes.

"Metal goods" means appliances acceptable for collection under the City's metal goods collection program, if any. "Metal goods" shall include refrigerators, freezers, ovens, stoves, air conditioners, washers, dryers and water heaters, and shall specifically exclude smaller household appliances and electronic equipment.

"Open area" means any park, street, gutter, sidewalk, sewer, boulevard, alley, greenbelt, square, vacant lot, space, ground or other area where solid waste material may accumulate.

"Person" means any individual, firm, partnership, corporation, Institution or other entity acting as principal, agent, officer, servant or employee for himself or itself, or for any other individual, firm, partnership, corporation, institution or other entity, who owns, leases, rents or occupies any real property within the City limits.

"Private" means any entity other than the City, whether commercial, non-profit or otherwise, collecting solid waste or recyclables.

"Private premises" means any land and/or structure owned by any person(s) other than the United States, a state, a county, the City, or any political subdivision of the United States.

"Prohibited substance" means any liquid, solid, or gas with an ignition temperature or flashpoint of less than 200 degrees Fahrenheit, including but not limited to, gasoline, benzene, naphtha, or other flammable or explosive substance; any material having a pH lower than five and one-half or higher than nine or having any other corrosive property that could be injurious or hazardous to City collection employees or which could cause damage to equipment; any noxious or malodorous substance offensive to

the senses and depriving other properties or a considerable number of persons of the comfortable enjoyment of life or property; or any hypodermic needle or syringe.

*"Public place"* means any and all public streets, sidewalks, boulevards, alleys or other public ways, and any and all public parks, squares, spaces, grounds and buildings.

*"Putrescible materials"* means solid waste which is capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors or gases and capable of providing food for or attracting birds, insects, snakes, rodents or animals capable of transferring a diseased bacterium or virus from one organism to another.

*"Recycling container"* means a container owned by the City for use as part of the City's recycling program, if any.

*"Recyclable materials"* means solid waste that has been set aside or separated from other solid waste for the purpose of being collected and recycled, and which is, at the City manager's discretion, acceptable recyclable material. "Acceptable recyclable material" may include the following materials if clean and dry: paper, cardboard, chipboard, plastic containers made from polyethylene terephthalate ("PETE") or high density polyethylene ("HDPE"), steel food cans, aluminum cans, disposable aluminum bakeware and aluminum foil and other materials determined by the City manager as being marketable.

*"Residence"* means any structure or premises used as a domicile, dwelling, or habitation including single family dwellings, multi-family units, duplexes patio homes, mobile home parks, trailer courts, rooming houses, boardinghouses, assisted living facilities, apartments, condominiums, town homes, or any complex of the foregoing.

*"Residential"* means any structure or premises used as a residence.

*"Residential solid waste"* means household garbage and rubbish produced by City residents on or in their residential premises within the City, specifically excluding:

- (1) Construction and demolition waste, whether on or off the residential premises, and whether to the primary residential structure or any other structures.
- (2) Commercial or industrial solid waste, whether produced at the residence or at any other location.
- (3) Hazardous materials.
- (4) Body waste.
- (5) Manure.
- (6) Large animals exceeding 75 pounds.

*"Residential solid waste generator"* means any person in charge of, owning, leasing, renting or occupying any building or buildings used solely for a family or private residential domicile, including but not limited to single family dwellings, multi-family units, duplexes patio homes, mobile home parks, trailer courts, rooming houses, boardinghouses, assisted living facilities, apartments, condominiums, town homes, or any complex of the foregoing.

*"Responsible party"* means an occupant, lessor, lessee, manager, licensee, owner or other person having control over a structure or parcel of land; and in the case where remediation is proposed as a means of abatement, any lien holder whose lien interest is recorded in the official records of the Yavapai County Recorder's Office.

*"Solid waste"* means all wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned, wrecked or junked vehicles or parts

thereof, brush, and containable rubbish, filth, construction and demolition waste, brush, bulk waste, metal goods and prohibited substances when these terms are not specifically noted in this chapter.

*"Solid waste container"* means a container owned by the City and made available for use as part of the City's automated solid waste and recycling collection program.

*"Solid waste inspector"* means any police officer, code enforcement officer, or other City employee with written authorization from the City manager to inspect public and private properties, to issue citations and to enforce the provisions of this chapter.

*"Vicious animal"* means any animal of a vicious species or an animal of a domesticated species, including, but not limited to, cats and dogs, which without provocation is prone to attack persons.

#### **Sec. 2-13-5. Authority to collect--Unauthorized collection**

The City, its duly authorized agents, servants or employees, have the ultimate responsibility to collect solid waste within the City without limitation to the City's authorization of private collectors by license, franchise, permit or contract. No person shall collect solid waste within the City contrary to the provisions of this Chapter.

#### **Sec. 2-13-6. Use of service required - Cancellation of service**

No person or business establishment within the City shall be permitted to avoid or refuse to accept solid waste collection service, and the failure of any party to accept such service shall not exempt that party from the payment of the charges for such service. Temporary discontinuance of residential solid waste service will be allowed. Service charges for temporary residential service discontinuation will be \$25 to initiate discontinuation, and \$25 to resume service. The container will be removed from the service location during the time period of service interruption.

At such time as a commercial or industrial solid waste generator contracts for services with a commercial solid waste hauler, other than the City of Prescott, authorized to provide such services as described in Section 2-13-25, the commercial solid waste producer shall notify the Field Operations Department of intent to cancel service. The name of the alternate commercial solid waste hauling company must be provided to the Field Operations Department. The City of Prescott container shall be scheduled for removal in a timely manner, within 30 days of notification received by Field Operations. Charges for service will cease on the date of container removal, prorated at the monthly rate per day.

In the event that the City manager determines that the City is unable to reasonably, efficiently, or safely provide collection services to certain residents, establishments or communities such as, but not limited to, proximity of other serviced areas, size or density of development, or terrain, the City may substitute another means of collection or require the person to seek service from another licensed source until the situation is resolved. At any time, the City may require any resident to receive City residential solid

waste collection if the City manager deems the service appropriate. Any person providing such service shall comply with all applicable provisions of this chapter.

#### **Sec. 2-13-7. Responsibility for solid waste and recyclables**

The responsible party of any premises or business establishment shall be responsible for their solid waste or recyclables until the solid waste or recyclables are collected by the City, agents of the City or licensed solid waste haulers.

The responsible party of any premises, business establishment, or industry shall be responsible for the sanitary condition of said premises, business establishment, or industry, and for the proper storage, containment, and placement for collection of all solid waste and recyclables. Except as provided in this chapter, no person shall bury, dump, dispose or release upon any street, alley, right-of-way or public land, any solid waste or recyclables, including construction and demolition solid waste and tires.

#### **Sec. 2-13-8. Types of service**

- (A) Residences. Subject to the provisions of 2-13-6, the City shall function as sole provider of weekly-automated residential solid waste collection service and weekly automated residential recycling service. Each residence receiving service under this subsection shall be provided containers for individual use and curbside collection. Additionally, residents may request additional containers for a fee, subject to the discretion of the City manager, or may elect not to participate in the recycling collection program subject to any applicable conditions and fees.
- (B) Business establishments. The City or an authorized solid waste collector licensed by the City under this chapter shall provide commercial solid waste collection service to business establishments as required by state, county and City regulations. If the business establishment is serviced by an authorized solid waste collector other than the City, the service schedule shall be set by the contractor and customer subject to approval by the City manager or his designee, and subject to the provisions of 2-13-3.

#### **Sec. 2-13-9. Enclosures – Right of Way Permits and Licenses**

- (A) Generally.

The City reserves the right to require commercial solid waste generators and business establishments to utilize City or commercial collection sufficient to properly manage the volume of solid waste generated by this business. Containers may be required to be in enclosures that shall be designed in accordance with City Code and shall be properly accessible and sufficiently sized to accommodate the number of containers for the volumes of solid waste generated. All enclosures shall have proper drainage to prevent accumulation and stagnation of any liquid.

(B) Right of Way Permits

Except as provided either by this subsection or subsection (c) of this section, no person shall place, maintain or cause to be placed or maintained any encroachment or obstruction in public right of way, including any solid waste collection container, unless a permit has been issued by the city of Prescott pursuant to procedures contained in section 8-2-6 of Prescott City Code. The owner of each container shall obtain a permit prior to container placement. Location of each container is subject to approval by the City.

(C) Commercial Solid Waste Right of Way Encroachment Licenses

Except as provided either by this subsection or subsection (b) of this section, no private commercial solid waste collector or recycler, or person contracting with a private commercial solid waste collector shall place, maintain or cause to be placed or maintained any solid waste collection container in public right of way, unless the commercial solid waste collector has obtained a license issued by the City of Prescott pursuant to procedures contained in this chapter. The private commercial solid waste collector shall obtain a license prior to container placement. Location of each container is subject to approval by the City.

**Sec. 2-13-10. Fees**

(A) Determination of Fees

All fees shall be determined by the City Council. Except for the initial adoption of fees, the fees for collection of solid waste and recyclables shall be approved annually by City Council as part of the annual budget process. Fee schedules as approved by Council shall be published and included as part of the City's budget document, and shall remain in effect for the duration of each fiscal year, and shall remain in effect for each subsequent year until the City Council approves other fees. Review and adjustment of fees shall be conducted and approved by Council annually as part of the budget process.

(B) Reporting and Payment of Fees

A licensed and authorized commercial solid waste collector or recycler shall report and pay to the City a monthly license fee equal to 5% of all cash receipts collected for all commercial solid waste services provided by the authorized solid waste collector in the City. Reports of the monthly cash receipts collected shall be made upon forms prescribed or approved by the City Tax Collector and shall be considered filed only when the accuracy of the report has been attested to by signature upon the form, by an authorized agent of the authorized solid waste collector. Reports shall be made and the fees shall be due and payable monthly on or before the twentieth day of the month next succeeding the month in which

the fee accrues. Each month a solid waste collector fails to file a timely report shall be a separate violation of this Chapter.

- (C) All authorized commercial solid waste collectors shall make available, at the request of the City, their books, records or other documents for examination and verification of reported cash receipts. The City may review these records and assess any additional fees due at any time within four (4) years after the date on which the report is required to be filed, or the date on which it is actually filed whichever is latest.

#### **Sec. 2-13-11. Unobstructed passage in streets and alleys**

No person shall permit trees, shrubs or brush growing upon their property to encroach on or over any public right-of-way so as to interfere with the movement of persons or vehicles. It is the responsibility of the responsible party to trim trees or shrubbery on their property and in the adjacent right-of-way back to their property line and allow 18-foot height clearance.

No person shall allow any obstruction, including but not limited to, parked vehicles, within 15 feet of a solid waste or recycling container placed out for collection service, or to obstruct the solid waste and/or recycling collection operations in any other manner.

#### **Sec. 2-13-12. Receptacles--General requirements**

- (A) Every person or commercial or residential solid waste generator shall place or cause to be placed all solid waste accumulating on the premises in suitable receptacles or containers provided by the City, or an authorized solid waste collector.
- (B) All materials prepared for collection shall be stored in a City-approved container until removed by the City or an authorized solid waste collector, unless those materials are properly prepared for the City's bulk waste collection service, if any.
- (C) Solid waste and recyclables shall be stored, collected and hauled for disposal in accordance with the Yavapai County Health Code, Arizona Department of Health Services and Arizona Department of Environmental Quality Regulations.
- (D) Any user of a City-provided container shall be required to use and maintain the container as follows:
  1. *Cleaning.* All solid waste and recycling containers shall be maintained and stored in a sanitary condition. The user shall maintain the container free of intense odors, evidence of flies in any stage of development, and any other nuisance or threat to public health or safety. The City may assist in cleaning containers if requested by the user, subject to staff availability and subject to an additional fee for such service.

2. *Reporting damage or loss.* The user shall be responsible for reporting any container damage or loss to the City.
  3. *Proper and safe use.* The user shall not damage the container intentionally, or use the container for any purpose other than those specified in this chapter. The user shall not use the container in any manner which is unsafe, or which a reasonably prudent person would believe is unsafe.
  4. *Lids or covers.* The lids or covers of any solid waste and recycling containers shall at all times be kept secure in such a manner to prevent intrusion of moisture, infestation of insects, and scattering of solid waste or recyclables. Covers shall be kept closed except when containers are being loaded or emptied.
- (E) No person not authorized by the City shall remove, collect or disturb the solid waste and recyclables stored in such containers or remove from a solid waste or recycling container any solid waste or recyclables set out for collection and disposal by the City or agents of the City or licensed solid waste haulers. This prohibition does not apply to law enforcement officers acting within the scope of their official duties.
- (F) No person shall utilize the solid waste or recycling containers or receptacles assigned to other persons for the disposal of solid waste or recyclables without their permission. This does not apply to the automated solid waste or recycling collection system where residents share the use of common containers.
- (G) All boxes, cartons and crates shall be collapsed before being placed in solid waste or recycling containers. Ashes shall be soaked with water to extinguish any live embers and contained in tied bags before placement in solid waste containers.
- (H) Explosives or flammable materials of any kind shall not be placed in any solid waste or recycling container.
- (I) Corrosives, reactives, oxidizers, lead acid batteries or any hazardous waste shall not be disposed of in solid waste or recycling containers.
- (J) Pool chemical containers shall be emptied, rinsed, drained and moisture free prior to being placed in a solid waste or recycling container.
- (K) All solid waste and recyclables shall be stored in a manner that does not present a health or safety hazard or public nuisance, including but not limited to, the breeding of insects. No person shall place, deposit or allow to be placed or deposited on his or her premises or private property or any public street, alley or

right-of-way any solid waste or recyclables except in a manner prescribed in this chapter. In the event that the violation is not corrected, the violation is also considered a public nuisance that may be abated.

- (L) It is the container users' and responsible parties' responsibility to properly contain solid waste or recyclables generated on their premises and to keep the area around the container continuously clear and free of all debris. If the property has alley solid waste service, the term "area" includes the alley.
- (M) It shall be a violation of this Code to place material in any solid waste or recycling container of a volume or weight which prevents the collection vehicle from emptying the container or which damages the collection vehicle or container. Maximum weight of material placed in any residential container shall not exceed 100 pounds.

### **Sec. 2-13-13. City ownership of City-provided containers**

- (A) The City may place a receptacle, or receptacles approved by the City at each residence or establishment that is authorized or required to receive residential collection service from the City.
- (B) Each person or entity which shall contract with, or accept garbage service from the City, using a City-owned receptacle, shall, by acceptance of such service, recognize the right of the City to enter upon the premises of such person or entity to retake possession of the garbage receptacle(s) upon termination of service, and shall be deemed to have extended to the City an express license to so enter the premises for that purpose.
- (C) The City will furnish one solid waste and one recyclable container for the accumulation, storage, and collection of solid waste. Additionally, such residents may request additional containers for a fee, subject to the discretion of the City manager. Residents may request two solid waste containers in addition to or in lieu of a recycling container and shall be subject to solid waste collection one day per week and shall be subject to an additional charge at the discretion of the City manager. All such containers are owned by the City, and the City may remove or replace the container without notice to the user.
- (D) If a solid waste or recycling container is in violation of this chapter and presents a health or safety hazard, the solid waste inspector shall issue a notice of violation to the responsible party. In the event that the violation is not corrected within a reasonable number of days as required by such notice, the violation is considered a public nuisance that may be abated.

**Sec. 2-13-14. Construction and demolition materials**

Construction and demolition solid waste shall not be placed in a solid waste or recycling container. If such construction and demolition solid waste is generated, the responsible party is responsible for the removal and disposal of such solid waste. All construction and demolition solid waste shall be removed promptly and shall not be stored in any location where it may be blown or otherwise dispersed beyond the construction site. In the event that the violation is not corrected, the violation is considered a public nuisance that may be abated.

**Sec. 2-13-15. Residential collection requirements**

- (A) All residential solid waste generators for whom City supplied solid waste service is available shall subscribe to the municipal solid waste service, and shall pay the fee assessed.
- (B) The City manager may require any residential solid waste generator regularly generating solid waste that exceeds 65 gallons or 100 pounds of solid waste within a collection period, to acquire an additional container or containers subject to the appropriate fee per container, or any resident regularly generating solid waste that requires special handling, to schedule a special bulk waste collection subject to the appropriate collection fee.
- (C) Only properly prepared materials shall be acceptable for collection under this chapter.
- (D) The frequency of contained solid waste collections shall be in accordance with the Yavapai County Health Code and the Arizona Department of Environmental Quality Regulations.
- (E) Collection days shall be as designated by rules prescribed by the City manager.
- (F) Rules prescribed by the City manager determine the service level required and method of collection.
- (G) Only the City shall be authorized to remove any City-owned solid waste or recycling container from its assigned location. It shall be a violation of this Code for any other person to remove a container from the address to which it is assigned.
- (H) Carryout service may be provided at no additional charge to individuals living alone who are elderly, ill or disabled and are incapable of conveying their solid waste or recycling container to the designated collection location. This does not include entering the dwelling unit. The resident may be required to produce a medical statement of present physical condition. No carryout service shall be performed if, in the opinion of the City manager, the terrain presents a safety

hazard for equipment operators or collection vehicles. The City manager shall have the right to limit the number of containers.

- (I) Residences receiving collection under any of the City's collection programs are limited to one empty of the container being serviced, per collection day.

**Sec. 2-13-16. Automated residential solid waste and recycling collection**

- (A) Proper preparation for collection. All residential solid waste prepared for collection by the City's automated residential solid waste collection program shall be prepared for collection as follows:

1. Placement. Containers set out for collection must be placed in the street in front of the house to which they are assigned, with the wheels adjacent to the curb of the sidewalk, and the lid opening toward the street. Where there is no sidewalk, the container must be placed at the edge of the street, within two feet of the pavement or improved road, as applicable. Containers will not be collected from private property, or when placed within 15 feet of a vehicle, mailbox or other obstruction to safe collection as determined by the City manager. At no time may containers be left on the sidewalk.
2. To ensure containers are placed out on time, containers may be placed at the curb after 6:00 p.m. on the day preceding collection. Containers for street collection shall be placed at the curb for service no later than 6:00 a.m. on the day of collection. Containers must be removed prior to 11:00 p.m. of the day of collection. It shall be a violation of this Code to place or permit containers to remain adjacent to the curb except upon regular collection days. Containers shall be stored, between collection days, on the user's property so as not to interfere with pedestrian or vehicular traffic.
3. Lid must be closed. The lids of containers set out for residential solid waste collection must be entirely closed.
4. Solid waste must be bagged. All solid waste prepared for residential solid waste collection including grass clippings must be bagged and securely tied to exclude flies and other pests. Loose branches and brush may not be bagged under the condition that the unbagged material empties readily during normal collection conditions.
5. Container contents. The contents of the container must be arranged so that they fall out easily when serviced by authorized collection vehicles. The City shall not be required to remove any materials, which remain in the container after the container has been serviced by the collection vehicle.

6. Household medical and infectious waste. All household medical and infectious solid waste, including lancets, syringes and hypodermic needles, must be properly contained before disposing of in the solid waste container. Household and infectious waste must be placed in plastic bags and securely tied before placing in the solid waste container. Lancets, syringes and hypodermic needles must be placed in a rigid, leak-proof and puncture resistant container with a secured and taped lid and must be clearly labeled identifying the contents before placing in the solid waste container. Depositing or disposing of household medical and infectious waste or lancets, syringes and hypodermic needles in any recycling container is prohibited.
7. Prescription drugs and medicines. All prescription drugs and medicines shall be disposed of according to the guidelines in this chapter unless there are specific disposal instructions on the drug label or patient information form, or unless a pharmacy or other licensed agency can provide disposal for such items. Prescription drugs and medication shall not be flushed down the toilet unless instructed by its documentation. If no disposal instructions are provided, prescription drugs and medicine shall be disposed in the household trash. Medications shall be removed out of their original containers and mixed with an undesirable substance. A small amount of water or other liquid shall be added to solid medications to cause the pills or capsules to dissolve. Coffee grounds or kitty litter shall be added to liquid medication to absorb the medication. Blister packs shall be wrapped in multiple layers of duct tape or opaque tape. Unused ampules, vials and IV bags should not be opened and shall be wrapped with duct or other opaque tape to minimize breakage and then placed in an opaque plastic container, such as an empty yogurt or margarine tub. Medication that has been combined with the undesirable substance shall be placed in a sealable bag, empty can or other container to prevent leaking into the garbage. The top of the container can be duct taped to the bottom of the container for additional security.
8. Recyclable materials must be bagged in paper bags (bags must not be tied or taped closed) and must be placed in the container in such a manner that they separate under the normal operating procedures of the applicable materials recovery facility.
9. No contamination. Only recyclable materials shall be collected by the City's residential recycling collection program.

**Sec. 2-13-17. Residential bulk waste collection**

- (A) All materials prepared for the City's residential bulk waste collection program, if such a program exists, shall be prepared for collection and disposed of in accordance with this section.
- (B) It shall be a violation of this Code to place bulk waste out for collection more than one week before collection is scheduled through the City of Prescott Solid Waste Division.
- (C) Bulk waste shall be placed out for collection no later than 6:00 a.m. on the first day of the scheduled week of collection.
- (D) Bulk waste placed out for collection shall be in neat stacks.
- (E) Bulk waste placed out for curbside collection shall be placed on the resident's property, parallel to the street or curb. The City manager may designate alternative placement and collection points. Bulk waste shall not be placed on the sidewalk or in the street, behind a fence or any obstruction or barrier.
- (F) Bulk waste shall not be placed within five feet of any fixed object, solid waste or recycling container or in any manner, which would interfere with or be hazardous to pedestrians, bicyclists, equestrians or motorists.
- (G) No more than ten loose yards of brush or bulk shall be collected from a single residence on a scheduled brush or bulk collection date.
- (H) The amount of bulk waste placed out for collection at no charge shall not exceed a total un-compacted volume of 20 cubic yards per fiscal year. The responsible party shall arrange for the commercial transportation and licensed disposal for additional bulk waste over 20 cubic yards per fiscal year.
- (I) Century plants, thorned plants, cacti, and similar plants which are difficult to handle, or may present a danger to collection employees, shall be contained in boxes or containers after having been cut to lengths of no more than three feet. Any such container or box shall enable municipal collection workers to pick up the container or box without risk of exposure to the contents, and shall weigh, when loaded, no more than 75 pounds per container.
- (J) Items of bulk waste which are acceptable for normal residential collection are:
  - 1. Tree limbs and branches less than four feet in length and palm fronds.
  - 2. Metal or automobile parts and material less than 75 pounds.

3. Pipe less than four feet in length and less than 75 pounds.
  4. Household items, furniture, appliances, bicycles, and other durable goods.
  5. Bagged or boxed leaves, weeds, grass, small vegetation clippings and hedge clippings.
  6. Construction and demolition waste generated by a resident less than 25 pounds.
  7. Cardboard boxes.
- (K) Items of bulk waste, which are not acceptable for normal residential collection, include:
1. Tree limbs and branches more than four feet in length.
  2. Metal material in excess of 75 pounds.
  3. Pipe more than four feet in length or over 75 pounds.
  4. Unbagged leaves, weeds, grass and small vegetation and hedge clippings.
  5. More than 25 pounds of construction and demolition solid waste generated by a resident or any amount generated by a contractor.
  6. Cement, cement blocks, brick, asphalt, stones and dirt.
  7. Lead acid batteries or any hazardous, infectious or medical solid waste.
  8. Metal or automobile parts and material more than 75 pounds.
  9. Automotive tires or tires of any other type.
- (L) No person shall place unacceptable bulk waste items or improperly placed bulk waste items out for collection. The responsible party shall remove and dispose of all bulk waste improperly placed and any unacceptable items of bulk waste at their own expense. The City manager may require that yard waste be separated from other bulk waste for collection in an alternative manner.
- (M) In the event a violation is not corrected, the violation is considered a public nuisance that may be abated.

**Sec. 2-13-18. Roll off container collection service**

The City manager may provide roll off container collection service to residential, commercial, or municipal solid waste generators. The fee for such services shall be established by and periodically reviewed or revised by rules prescribed by the City manager. All roll off placements shall occur at the mutual agreement of the division staff and the solid waste generator and shall not interfere with sidewalk or street traffic. A release of liability may be required before containers will be placed or collected from private property, or when placed within 15 feet of a vehicle, mailbox or other obstruction to safe collection as determined by the City manager.

**Sec. 2-13-19. Commercial collection requirements**

- (A) All commercial solid waste generators shall maintain their alleys and the area surrounding the solid waste containers free from solid waste and other potential hazards to the public health, safety, or welfare. Where unusual or inordinate waste material is generated, special collections shall be arranged with the City or other authorized commercial solid waste hauler licensed by this section of City Code.
- (B) Commercial establishments may, by contract, receive City solid waste collection services and City-owned containers. Collection employees shall at all times have convenient accessibility to said containers.

**Sec. 2-13-20. Prohibited substances, Unacceptable Materials or Prohibited Materials**

- (A) No person shall deposit or cause to be deposited in any solid waste container that is serviced by the City any prohibited substance, unacceptable materials or prohibited materials as defined in this chapter. The City manager may, by special agreement, contract to haul prohibited substances when placed in special containers and clearly labeled. Unless the City manager has contracted by special agreement to haul the prohibited substances, it is the responsibility of the generator of such substances to ensure their removal.
- (B) Construction and demolition waste, defined in this chapter, may be placed in solid waste containers subject to weight restrictions listed in Sec. 2-13-19. Removal of construction waste shall be the responsibility of the owner of the real property upon which such waste is generated. Small quantities of construction and demolition waste may be collected through the bulk waste program as per the conditions of that program.
- (C) Unacceptable materials will not be collected under this chapter, may subject the producer to a penalty under this chapter, and will be the generator's responsibility to ensure their removal. Unacceptable material may be removed by

the City at the generator's expense as set forth in this chapter. Unacceptable material may be collected through special collection events that are periodically scheduled by the City manager.

- (D) Prohibited materials. The following materials are unacceptable for collection under any collection program described in this chapter:
1. Improperly prepared materials. Any acceptable material that is not properly prepared for collection. "Improperly prepared for collection" shall include otherwise acceptable materials which are set out for collection at the wrong time or in the wrong place.
  2. Tires and other automotive parts. No tires or other auto parts shall be acceptable. "Automotive parts" includes any part or combination of parts of any kind of motor vehicle, including but not limited to tires, batteries, seats, engines, fuel tanks, doors, auto glass, and upholstery.
  3. Waste materials collected by any sidewalk or street sweeper.
  4. Gardening and landscape business waste. No landscapers, tree trimmers, lawn maintenance businesses or similar operators may dispose of yard-waste or any other solid waste in solid waste containers unless the waste is generated solely from the grounds of the property and the property owner or manager has approved such disposal.
  5. Fire hazards. No hot ashes, hot cinders, burning matter, loose sawdust, flammable or volatile liquids, or any other material, which presents a fire hazard, shall be acceptable.
  6. Hazardous material.
  7. Medical waste.
  8. Contaminated materials.

**Sec. 2-13-21. Prohibited acts**

Violations of this chapter include, but are not limited to:

- (A) Place or cause to be placed any solid waste upon any public or private property not owned or under his control;
- (B) Place or cause to be placed in a solid waste container any garbage, waste, rubbish, containable rubbish, filth or dead animal which is not contained within a securely fastened leak-proof plastic bag, unless otherwise exempted by this chapter;

- (C) Place or cause to be placed more than a limited amount of filth in a solid waste container; as established by the City manager;
- (D) Place or cause to be placed any solid waste in a container not owned or maintained by said property owner;
- (E) Fail to restrain any vicious animal and prevent interference with collection employees acting in the course of their duties;
- (F) Any responsible party who causes, permits, facilitates, or aids or abets any violation of this chapter or who fails to perform any act or duty required by this chapter.
- (G) Each day, any violation of this chapter that exists shall constitute a separate violation or offense.
- (H) The owner of record, as recorded in the Yavapai County Recorder's Office records of the property at which a violation of this chapter exists, may be presumed to be a person having lawful control over any building, structure or parcel of land. If more than one person shall be recorded as the owner of the property, said persons may be jointly and severally presumed to be persons having lawful control over the building, structure or parcel of land.
- (I) If a responsible party served with a notice of violation or citation by the City fails to correct the violation within the period specified, the City may correct or abate the condition as described in the notice and, in addition to any penalty which may be imposed for a violation of this chapter, the responsible party shall be liable for all costs which may be assessed pursuant to this chapter for the correction or abatement of the condition.
- (J) If in the opinion of the City manager the condition constitutes an imminent health or safety hazard, the City manager may immediately abate the hazard without notice. Such abatement of an imminent health or safety hazard shall be limited to the minimum work necessary to remove the hazard.
- (K) Failing to remove construction and demolition waste. It shall be a violation of this Code for a generator of construction and demolition waste to fail to remove the construction and demolition waste from the premises within 30 days from the date on which it was placed upon the premises, or not later than the final building inspection, the clearance of public utilities, or the issuance of a certificate of occupancy, whichever comes first.
- (L) Burning solid waste. No person shall burn solid waste except in incinerators as may be permitted by the county and the City. Any burning of solid waste must

comply with the rules and regulations established by the Arizona Department of Health Services and the U.S. Environmental Protection Agency.

- (M) Interfering with collection. It shall be a violation of this Code for any person to interfere with authorized collection of solid waste in any way.
- (N) Mishandling hazardous waste. No person, business, contractor or licensee shall knowingly collect, place or cause to be placed or collected any hazardous waste or similar materials from any container or any public or private property, except as specifically permitted by the Arizona Department of Environmental Quality or the U.S. Environmental Protection Agency.
- (O) Failing to contain solid waste in transit. No person shall collect, transport or receive any solid waste or other wastes within or upon any public or private streets in the City, or anywhere in the City, except in leak proof containers or vehicles so constructed that no solid waste or other wastes leak or sift through, fall out or be blown from such container or vehicle. Any person collecting or transporting any solid waste or other wastes shall immediately pick up all solid waste or waste which drops, spills, leaks or is blown from the collecting or transporting container or vehicle, and shall otherwise clean the place onto which any such solid waste or wastes were dropped, spilled, blown or leaked.
- (P) Contaminating recyclable materials. No person shall deposit or cause to be deposited, in any recycling container, anything other than acceptable recyclable materials.
- (Q) Scavenging. No person, unless authorized by the owner of the solid waste, may remove, collect, or disturb solid waste in a container that is set out for collection for the purposes of recycling or disposal by the City, its agents. No person, unless authorized by the City, may remove, collect, or disturb recyclable materials deposited for collection at any of the City's designated recycling drop-off and collection centers. City employees acting within the scope of their employment are not subject to the prohibitions described in this section.

#### **Sec. 2-13-22. Enforcement authority**

- (A) The City manager shall enforce the provisions of this chapter. In addition, the City manager is authorized to abate conditions which in the opinion of the City manager are incipient or are an imminent threat to the health or safety of any person or persons.
- (B) The authority of the City to enforce provisions of this chapter is independent of and in addition to the authority of other City officials to enforce the provisions of any other City Code provisions.

- (C) Upon request from the City manager, the police department and any other department of the City has authority to assist and cooperate and enforce this chapter.

**Sec. 2-13-23. Solid waste license required for use of public roads and alleys by solid waste collection vehicles – Commercial solid waste licenses – Duration**

No person or entity shall collect and transport, or cause to be collected and transported, any solid waste, on or along any public street or alley in the City without such person or entity obtaining and maintaining a solid waste license from the City for the period during which such solid waste is to be collected and hauled on or along any such public street or alley unless excepted from the provisions by law. For the purposes of this section, solid waste shall also include recyclable materials, clothing, shoes, newspaper, cardboard, aluminum, steel and other recyclable or reusable materials. The City may issue operating licenses for industrial or commercial solid waste collection, disposal, and recycling services. Such licenses shall be effective for 12 months after they are issued or approved unless otherwise provided in the license.

**Sec. 2-13-24. License exceptions**

The provisions of this chapter shall not be applicable to any person or entity collecting and transporting solid waste on or along a public street or alley in the City when:

- (A) Persons who collect, transport or dispose of medical waste, infectious waste, hazardous waste, toxic waste or any other similar category of solid waste for which the person has obtained a required state, county or federal permit to engage in such activities.
- (B) This exemption shall not extend to collection, transportation or disposition of materials not enumerated herein.
- (C) Such person is an owner or occupant of property from which solid waste is taken to a designated recycling point within the City to the extent such trash is eligible for deposit at such recycling point;
- (D) Such person is an owner or occupant of property wherein such person has or has caused to be generated small amount of solid waste from time to time and transports such materials in his or her own vehicle to a proper point of disposal.
- (E) Persons who engage in the activities described in this chapter only secondarily or incidentally to other services or activities, for example, but not limited to, lawn services, tree trimming services, contracting, etc.

**Sec. 2-13-25. License application**

Applicants for a solid waste license, or for annual renewal thereof, shall file a City application form to include the following:

- (A) The name(s), local address, permanent home and business address and local telephone number of the individual(s) applying for the license and the organization or persons on whose behalf the application is completed;
- (B) The name(s), business address and telephone number of all owners, partners, general managers and principal officers;
- (C) Evidence that the applicant possesses the adequate equipment and necessary qualifications to collect, transport and dispose of the solid waste in a manner satisfactory to the City manager and in conformity with all applicable federal, state, county and City laws, rules and regulations;
- (D) Other information as the City manager may require to verify the applicant's qualifications and information submitted in the application. Such information may include an audited financial statement and other indicators of financial stability of the applicant;
- (E) A nonrefundable license application fee or other required fee;
- (F) Required performance bonds and insurance verification, certificates of insurance and applicable endorsements.
- (G) A statement that the licensee agrees that all of its vehicles and containers used for collection may be inspected by the field operations department, code enforcement department, or the police department at any time on a random basis during the term of the license.

**Sec. 2-13-26. Issuance of license**

The City manager shall issue a solid waste license to each applicant upon satisfactory submittal of a license application, performance bond, insurance and payment of fees. Application for renewal shall be submitted to the City at least 30 days prior to the expiration of the current license. Licenses are nontransferable.

**Sec. 2-13-27. Vehicle requirements**

All vehicles used for solid waste collection and transportation within the City must have all required vehicle licenses or certificates in place at the time of initial license application and each license renewal. Vehicles may be inspected by the field operations department or the police department at any time on a random basis during

the term of the license. All vehicles must meet the following requirements throughout the term of the license:

- (A) Vehicles must be in good condition and repair and comply with current Arizona Department of Transportation standards. The bodies shall be of readily cleanable construction and watertight. A current garbage hauler permit issued by the Yavapai County Health Department must be maintained for all vehicles.
- (B) Vehicles shall be maintained and operated in a clean and neat manner, in compliance with manufacturer's specifications for liquid retention capacities, to prevent solid waste from spilling, leaking and blowing from the container onto the roadway;
- (C) All open top roll-off containers must be covered or tarped when in transit to prevent solid waste or contents from spilling or blowing from the container onto the roadway;
- (D) Vehicles shall be equipped with an approved backup protection device;
- (E) Vehicles shall be maintained and operated in such a manner so as the noise levels do not exceed 75 decibels at a distance of 25 feet during stationary operation;
- (F) The outside of each vehicle must be clearly identified with the name and phone number of the licensee operating the vehicle. All letters and numbers shall be no less than three inches in height and shall be displayed on both sides and rear of the vehicle. Each vehicle shall additionally display one City-provided decal, affixed permanently and clearly visible on the driver's side window. Only vehicles with a City decal may be used in the performance of the license.

The failure to meet any of one of these requirements shall be a violation punishable by a penalty as provided in this chapter.

#### **Sec. 2-13-28. Container requirements**

- (A) Licensee shall have joint responsibility with the solid waste customer to keep and maintain sufficient standard commercial containers as to accommodate the disposal needs of the establishment.
- (B) Licensee shall at all times maintain their containers, roll-offs bodies and solid waste compactors in sanitary conditions and good repair as may be determined by the City manager. All license-owned containers, roll-off bodies and solid waste compactors shall be painted and have the licensee's name and telephone number legibly identified thereon. All letters and numbers on containers shall be no less than three inches in height and shall be clearly visible at all times.

- (C) Licensee shall service only commercial units, containers, roll-off bodies and/or solid waste compactors consistent with the license issued under this chapter. The commercial containers, roll-off bodies and solid waste compactors shall be located so as not to interfere with vehicular or pedestrian traffic and shall be in conformance with all license and City code requirements.

The failure to meet any of one of these requirements shall be a violation punishable by a penalty as provided in this chapter.

#### **Sec. 2-13-29. Seizure and impoundment of containers**

- (A) In addition to any other penalties set forth in this chapter, any solid waste container which is placed or maintained at a residential, commercial, industrial, or multi-family establishment in violation of any City or state law may be seized and impounded by the City, at the owner's expense. Prior to the seizure and impoundment of any solid waste container, the City shall conspicuously post upon said container a notice of violation which sets forth the specific violation and the date in which the container will be seized if the violation has not been corrected. The notice of violations shall be posted at least ten days prior to the seizure of the container.
- (B) The owner of any container which is impounded pursuant to the provisions of this section shall have 30 days to pay the City cost of seizure and storage and to retrieve the container. If the owner of a container has failed to pay the applicable cost or failed to retrieve the container within 30 days of its seizure, the City is authorized to dispose of the container upon such condition and terms as determined by City.

#### **Sec. 2-13-30. Annual reports**

- (A) All licensees under this division shall provide the field operations department with the following information, in writing, each calendar year, or portion thereof, that the license is in effect;
1. The number of commercial/industrial customers being serviced within the City limits.
  2. The total number of containers being serviced.
  3. The total number of commercial/industrial tons collected.
  4. The total number of tons recycled, itemized by type of materials and sites at which deposited.

5. The total number of trips and tonnages of transfer trailers or packer trucks that passed through the City in route for solid waste collected outside the City.
- (B) The reports shall be submitted not later than January 31 of that reporting year. All reports submitted pursuant to this section shall remain confidential to the extent allowed under federal and state law.
- (C) Upon the written request of the City manager shall provide all other information or documents as may become necessary to conform or assist in conforming to all applicable federal, state, county, or City laws, articles resolutions, rules and regulations concerning solid waste, recycling, source reduction or similar activities.

### **Sec. 2-13-31. Prohibited practices**

- (A) It shall be a violation of this Code and a violation of a license for any licensee to engage in any of the following practices:
  1. Failure to comply with any provision of this chapter or of a license between the City and licensee.
  2. Provision of solid waste collection services to commercial waste generators in the City without a license provided under the provisions of this chapter, and unless such license is in full force and effect.
  3. Failure to comply with any of the provisions of Title 49, Arizona Revised Statutes or Arizona Administrative Code, Title 18, Article 8 or any applicable county regulation.
  4. To contract, combine or conspire with one or more other licensees under this chapter or persons for the purpose of restraining competition or limiting competition for the provision of solid waste collection services to commercial generators.
  5. To engage in predatory pricing practices in violation of the Arizona Uniform Antitrust Act.
  6. To provide solid waste collection services to any single family or multi-family dwelling units or accounts without a written agreement executed by the City.
- (B) Any person violating any part of this section shall be guilty of a misdemeanor and subject to a penalty as provided in this chapter.

**Sec. 2-13-32. Cause for denial, modification, or revocation**

- (A) Licenses may be denied, modified, or revoked by the City after notice and hearing for any of the following causes:
1. Fraud, misrepresentation, or false statement contained in the application, monthly fee report, annual report, or any information or documents provided to the City.
  2. Any material violation of this chapter including payment of fees, or failure to meet any other licensing requirements after notice and opportunity to cure within the reasonable time specified by the City.
  3. Conducting a business in violation of any federal, state, county or local law, including Title 49 Arizona Revised Statutes.
  4. The licensee is convicted of untrue, fraudulent, misleading or deceptive advertising.
  5. The licensee is a corporation and is no longer qualified to transact business in the state.
  6. Willful, grossly negligent, or repeated violations of this chapter, the license, or any other applicable law or regulation relating to the provision of solid waste collection services.
- (B) A license shall not be revoked, if the licensee's violation of the license is the result of force majeure.

**Sec. 2-13-33. Denial of license--Appeal**

- (A) Any decision by the City manager to deny an application shall be in writing and set forth the findings and reasons for the decision. The decision shall be mailed to the applicant.
- (B) Any aggrieved person may appeal a decision by the City manager to deny a license application.
- (C) The appeal shall be filed with the City clerk no later than 15 days after receipt of the City manager's decision, and shall consist of a written statement fully describing the grounds for appeal.
- (D) The City clerk shall schedule a hearing within 30 days of receipt of the appeal, and notice shall be mailed to the appellant.

- (E) Council shall preside over a hearing on the appeal.
- (F) Following a hearing on the appeal, the council shall render a written decision on the appeal, setting forth the findings and reasons for the decision.
- (G) Any aggrieved person may appeal the council's decision to superior court.

**Sec. 2-13-34. Notice of license violations--Opportunities for cure; termination; appeal**

- (A) In addition to any other penalties provided herein, if the City manager determines that a licensee is in violation of this chapter or the license, the City manager may:
  - 1. Find that the licensee is in violation of the terms of the license and order corrective action; or
  - 2. In the case of a material violation, terminate the license, following a hearing.
- (B) Notice of the violations shall be served by certified mail to the licensee and shall set forth the nature of the violation. The licensee shall:
  - 1. Cure any such violation within the time specified by the City or, take reasonable steps to cure said violation and diligently continue such efforts until said violation is cured. Licensee shall report to the City, in writing, at ten-day intervals as to its efforts, indicating the steps taken to cure said violation and reporting the licensee's progress until such violation is cured.
  - 2. Within 20 days of receipt of such notice, respond to the City in writing, if the licensee contests the City's determination that a violation has occurred. The response should include such information or documentation as necessary to support the licensee's positions.
- (C) If the licensee in its response contests the City's determination that a violation has occurred within 15 days of the notice, the City manager shall schedule a hearing within a reasonable time. Following a hearing, if the City manager determines that the licensee has committed a violation, the determination shall be in writing, including findings of facts and reasons for its decision. The decision of the City manager shall become final unless a licensee requests a hearing before the City council within 15 days of its receipt of the City manager's decision. If licensee requests a public hearing before council, it shall be de novo and it shall convene within 30 days of the request. All witnesses shall be sworn and shall be subject to cross-examination; however, formal rules of evidence shall not apply. Council's decision, which shall include findings of fact, shall be made not later than 30 calendar days after the conclusion of the hearing. In that decision, council may:

1. Find that licensee is not in violation of the license;
  2. Find that licensee is in violation but that such violation was with just cause and waive any penalty that may otherwise be imposed;
  3. Find that licensee is in violation of the terms of the license and requires corrective action;
  4. Declare the licensee in violation and revoke the license.
- (D) In addition to all other rights and powers retained by the council under this chapter or otherwise, council shall have the right to revoke the license and all rights and privileges of the licensee for any of the reasons set forth in this chapter.

### **Sec. 2-13-35. Interim solid waste license**

An applicant for a solid waste license whose application is being processed for approval, or a solid waste contractor whose solid waste license has been denied or revoked, may obtain an interim solid waste license to conduct operations pending its appeal to the council or to court. An application for an interim solid waste license may be submitted and issued in the same manner as for an interim business license.

### **2-13-36. Severability**

If any section, subsection, paragraph, sentence, clause, or phrase of this chapter should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this chapter, which shall remain in full force and effect; and to this end the provisions of this chapter are hereby declared to be severable.

### **2-13-37. Violations and Penalties**

- (A) The penalties set forth above shall be cumulative and nonexclusive. In addition to those penalties set forth above, the City may institute any other remedies available, including but not limited to a civil action to seek injunctive relief for a violation of this Chapter, and the recovery of attorney's fees for such violation.
- (B) Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-3-1 of the Prescott City Code. Each and every day any such violation continues shall be deemed and considered a separate offense.

---

**State law references:** Solid waste management, A.R.S. § 49-701 et seq.; local regulation of solid waste, A.R.S. §§ 49-704, 49-765; criminal littering, A.R.S. § 13-1603.

**ORDINANCE NO. 4755-1106**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA AMENDING THE PRESCOTT CITY CODE BY DELETING CHAPTER 2-13, SOLID WASTE DEPARTMENT AND REPLACED BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "*CHAPTER 2-13, FIELD OPERATIONS DEPARTMENT; SOLID WASTE DIVISION OF THE PRESCOTT CITY CODE*" MADE A PUBLIC RECORD BY RESOLUTION NO. 4036-1106; SETTING PENALTIES THEREFOR; AND DECLARING AN EMERGENCY**

**RECITALS:**

WHEREAS, the City of Prescott desires to reorganize its Solid Waste Department as the Field Operations department to promote efficiencies in the City's operations; and

WHEREAS, Arizona Revised Statutes §49-741 authorizes municipalities to provide as they deem necessary the safe and sanitary disposal of solid waste generated within its jurisdiction, and more recent state legislation, Arizona Revised Statutes §49-746 authorizes municipalities of less than 60,000 in population to regulate the delivery of commercial or industrial solid waste management services.

**ENACTMENTS:**

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

Section 1. Chapter 2-13, *Solid Waste Department*, of the Prescott City Code is hereby deleted in its entirety and replaced with "*Chapter 2-13, Field Operations Department; Solid Waste Division of the Prescott City Code*" made a public record by Resolution No. 4036-1106.

Section 2. Section 2-13-37, *Violations and Penalties*, of the above-referenced public record is set forth in full as required by Arizona Revised Statutes 9-803.

2-13-37      *Violations and Penalties*

- (A) The penalties set forth above shall be cumulative and nonexclusive. In addition to those penalties set forth above, the City may institute any other remedies available, including but not limited to a civil action to seek injunctive relief for a violation of this Chapter, and the recovery of attorney's fees for such violation.

- (B) Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-3-1 of the Prescott City Code. Each and every day any such violation continues shall be deemed and considered a separate offense.

Section 3. THAT the immediate operation of the provisions of this Ordinance is necessary for the immediate preservation of the public peace, health or safety, and that an EMERGENCY is hereby declared to exist; and THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, ADOPTION AND APPROVAL BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT.

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

**RESOLUTION NO. 4037-1107**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, REPEALING RESOLUTION NUMBER 3405 AND ADOPTING A NEW VALUATION TABLE AND METHODOLOGY FOR THE CALCULATION OF SUCH FEES FOR THE SOLID WASTE DIVISION**

**RECITALS:**

WHEREAS, the City Council, pursuant to Resolution No. 3405, established a fee schedule for fees and charges, valuation of building permits and plan review fees for the Solid Waste Division; and

WHEREAS, the Council wishes to now repeal this Resolution No. 3405 and establish a new resolution setting forth a new valuation table and methodology for the calculation of such fees, having determined that such fees are reasonable and necessary for the public health, safety and welfare.

**ENACTMENTS:**

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

SECTION 1. THAT Resolution No. 3405 is hereby repealed in its entirety.

SECTION 2. THAT the revised fee and charges valuation table, attached hereto as Exhibit "A", is hereby approved.

SECTION 3. THAT the Mayor and City staff are hereby authorized to take such administrative steps as may be needed to effectuate this resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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



SCHEDULE OF FEES AND CHARGES, SOLID WASTE DIVISION  
RATES IN EFFECT UNTIL JUNE 30, 2011

**RESIDENTIAL CURBSIDE SERVICE**

\$14.00 Sanitation Fee + \$0.50 landfill closure maintenance fee = \$14.50 per month  
 City will supply at no charge 1 68 gallon green trash container, 1 68 gallon blue recycle container  
 Additional green trash container \$5.80 per month, no charge for additional blue recycle container  
 Temporary service suspension – minimum of three months, \$25 fee to remove containers, \$25 fee to replace containers when service is resumed.

**MULTI-FAMILY RESIDENTIAL 300 GALLON CONTAINER**

\$37.15 Sanitation fee + \$0.50 landfill closure maintenance fee = \$37.65 per month  
 Recycling service, if desired, 300 gallon \$18.58 per month, 68-gallon \$5.80 per month

**COMMERCIAL CURBSIDE SERVICE**

\$14.00 Sanitation Fee + \$1.00 landfill closure maintenance fee = \$15.00 per month  
 City will supply at no charge 1 68 gallon green trash container, 1 68 gallon blue recycle container  
 Additional green trash container \$5.80 per month, no charge for additional blue recycle container  
 Temporary service suspension – minimum of three months, \$25 fee to remove containers, \$25 fee to replace containers when service is resumed

**COMMERCIAL DUMPSTER SERVICE (GARBAGE) = \$3.36 PER CUBIC YARD**

(Monthly charge calculated by size of dumpster X collection frequency per week)

	1	2	3	4	5	6	7
2	\$ 29.12	\$ 58.24	\$ 87.36	\$ 116.48	\$ 145.60	\$ 174.72	\$ 203.84
3	\$ 43.68	\$ 87.36	\$ 131.04	\$ 174.72	\$ 218.40	\$ 262.08	\$ 305.76
4	\$ 58.24	\$ 116.48	\$ 174.72	\$ 232.96	\$ 291.20	\$ 349.44	\$ 407.68
6	\$ 87.36	\$ 174.72	\$ 262.08	\$ 349.44	\$ 436.80	\$ 524.16	\$ 611.52
8	\$ 116.48	\$ 232.96	\$ 349.44	\$ 465.92	\$ 582.40	\$ 698.88	\$ 815.36

**COMMERCIAL RECYCLE DUMPSTER SERVICE = \$1.68 PER CUBIC YARD**

(Monthly charge calculated by size of dumpster X collection frequency per week)

	1	2	3	4	5	6	7
3	\$ 21.84	\$ 43.68	\$ 65.52	\$ 87.36	\$ 109.20	\$ 131.04	\$ 152.88
6	\$ 43.68	\$ 87.36	\$ 131.04	\$ 174.72	\$ 218.40	\$ 262.08	\$ 305.76
8	\$ 58.24	\$ 116.48	\$ 174.72	\$ 232.96	\$ 291.20	\$ 349.44	\$ 407.68

## **COMMERCIAL ACCOUNTS – ADD \$1.00 PER MONTH LANDFILL CLOSURE MAINTENANCE FEE**

Every City of Prescott Utility Customer will be charged for Landfill Closure maintenance. This includes all Solid Waste accounts and Water Service accounts.

## **TEMPORARY CONSTRUCTION DUMPSTERS AND ROLL-OFFS**

6-yard construction dumpster: \$50.00 set fee, \$60.00 per empty

20, 30 or 40 yard roll-off container: \$50.00 set fee, \$85.00 per pull + \$59.00 per ton

## **COMMERCIAL SOLID WASTE HAULERS**

- Must obtain permit to operate within City of Prescott per City Code Chapter 2-13 requirements.
- \$500 non-refundable application fee per company, monthly payment of 5% of gross revenue received from commercial customers in the City of Prescott
- Vehicle permit fee will be used for street maintenance and repairs to City streets.

## **TRANSFER STATION FEES**

The City of Prescott Transfer Station is located at 2800 Sundog Ranch Road. Hours of operation are 8:00 A.M. to 4:00 P.M. Monday through Saturday. Prices at the Transfer Station are calculated by the weight and type of items processed, as follows:

- Solid waste: \$59 per ton (\$2.95 per 100 pounds) \$5.00 minimum
- Clean inert debris (concrete, asphalt, dirt, rock) \$15.00 per ton
- Washers, dryers, televisions, water heaters and stoves are accepted - \$3.00 fee
- Electronics such as audio visual equipment, telecom equipment, microwave ovens and computer components can be accepted for recycling inside the facility, at no charge.
- Used motor oil and anti-freeze – up to five gallons per month at no charge.

The Transfer Station will **NOT** accept:

- Hazardous waste (e.g., asbestos, paints and pesticides) For questions regarding Hazardous Waste disposal, call the Arizona Department of Environmental Quality at 1-800-234-5677.
- Tires – auto, truck and off-road vehicle. For disposal of tires, call Yavapai County Public Works at 928-771-3183.
- Automotive batteries
- Refrigerators, freezers, and air conditioners unless accompanied by written certification from a refrigeration industry professional, stating that the CFC's (Freon refrigerant) and compressor have been removed.

The City of Prescott has several bins for recycling drop-off located on Sundog Ranch Road outside the facility. These bins are free of charge and available to everyone. The following items may be recycled:

- Aluminum cans, foil and food containers (clean)
- Metal – steel food cans, metal lids, wire coat hangers
- Newspaper, paper, junk mail, window envelopes
- Magazines – glue-bound and stapled magazines and catalogs. NO paperback or hardback books.
- Chipboard - cereal boxes and food packaging boxes with liners removed, facial tissue boxes, shoe boxes.
- Cardboard – flattened, corrugated and clean
- Plastics number 1 through 7.

2800 SUNDOG RANCH ROAD  
PRESCOTT, AZ 86301  
(928) 777-1116



<b>COUNCIL AGENDA MEMO – (July 27, 2010)</b>
<b>DEPARTMENT:</b> Legal Department
<b>AGENDA ITEM:</b> Review, Approve and ratify the 11/20/03 recorded plat for the Crossings at Willow Creek – Residential.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Gary D. Kidd <i>GDK</i>	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>SNorwood</i>	<i>07/20/10</i>

Item Summary – This item is brought before the City Council to review, approve and ratify the 11/20/03 recorded plat The Crossings at Willow Creek – Residential. It is only a short summary of pertinent developments and not intended as an all-inclusive summary of events nor does this communication serve to indicate any liability or wrongdoing on the part of the City.

**Final Plat #1** was approved by Council 11-26-02 with the Clearwater Drive low water crossing site shown as private (and identified as such in the public record of the 11-19-02 study session). (Exhibit "A") This plat was not recorded.

**Final Plat #2** was recorded 11-20-03 but without Council approval as an amended final plat. This plat was signed off by then Mayor Rowle Simmons, the developer/owner's trustee, the City Engineer and the Planning Director. Differences between the two final plats follows: (a) the Covered Bridge site on Clearwater Drive was added as a second private segment; and (b) public access easements were dedicated over both the low water crossing and Covered Bridge private street segments. (Exhibit "B") This recorded plat is the reference map for subdivision of the land and sale of the lots. Approximately 79 lots have been sold relying on the Final Plat #2 (2003 plat). This plat was signed by the developer/owner with the above dedication and recorded prior to any property being sold

Some property owners within this subdivision have wanted public through-traffic stopped (reference a meeting 4-27-07 among their representatives, Mayor Simmons, Steve Norwood, and Craig McConnell). Given the importance of this second way in to/out of the Sandretto neighborhood, the City has not concurred.

During the winter of 2008-09, the public access easement issue resurfaced. The HOA was then and remains concerned that they own the low water crossing, but cannot control when it is closed due to flooding. The HOA proposed installing their own gates on the low water crossing, which they would control. This has been resisted since it is contrary to the intent of the public access easement granted by the recorded **Final Plat #2**. On April 27, 2010, the City approved a Maintenance and Operation Agreement with the HOA to address this issue pending further action on the item.

**Agenda Item:** Review, approve and ratify the 11/20/03 recorded plat for the Crossings at Willow Creek - Residential.

To the extent there was an administrative error in the recordation of the Final Plat #2 as argued by some of the Crossings property owners, the ratification process will indicate the intent of the Council and review, approve, and ratify the dedication of the developer/owner at the time of the plat recording.

Further action is contemplated on presenting an amended/revised plat addressing the low water crossing issue at some further point in time.

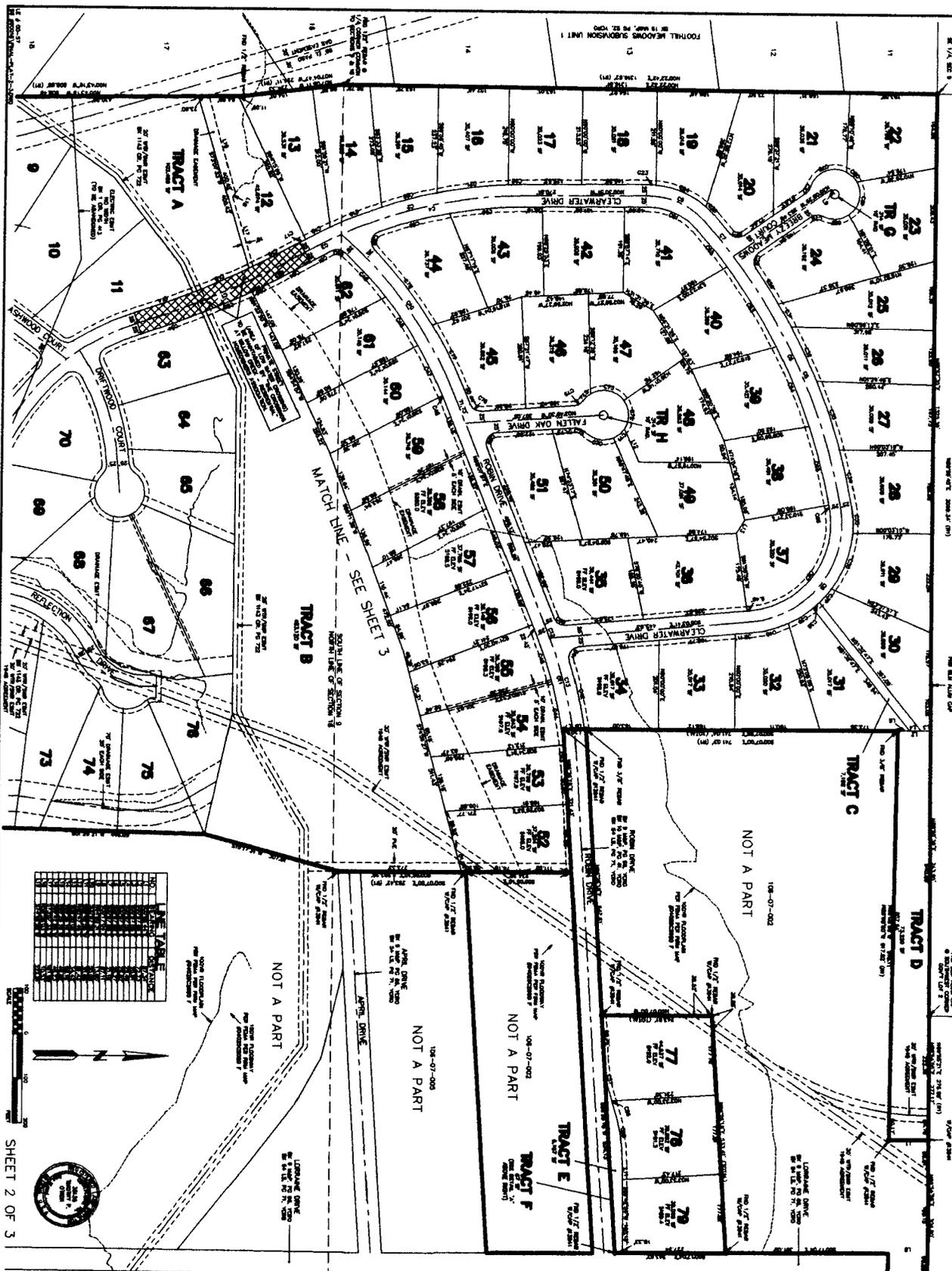
**Attachments-**

- 1) Exhibit A – Final Plat No. 1
- 2) Exhibit B – Final Plat No. 2

**Recommended Action:** Move to approve and ratify the 11/20/03 recorded plat for the Crossings at Willow Creek - Residential.

**EXHIBIT A**





**DETAIL "A"**

**TRACT F TRACT E**

**LINE TABLE**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
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**TRACTOR'S DATA**

Plan and recorded of the request of \_\_\_\_\_ A.D. 20\_\_\_\_

of \_\_\_\_\_

State \_\_\_\_\_

City \_\_\_\_\_

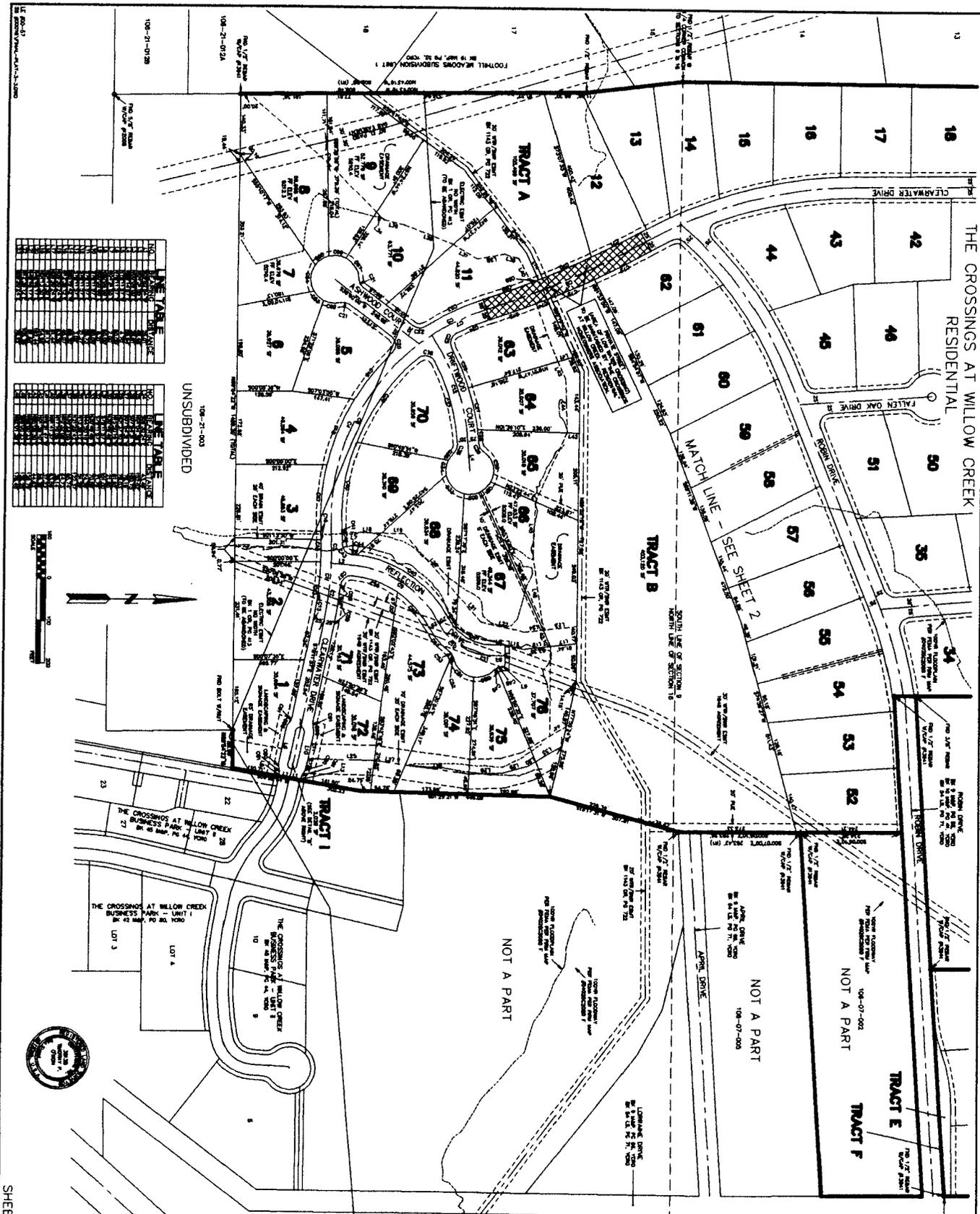
County \_\_\_\_\_

Recorder of Deeds \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

THE CROSSINGS AT WILLOW CREEK  
RESIDENTIAL



(RECORDER'S DATA)

This map recorded on the request of \_\_\_\_\_ A.S. 20 \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_

By \_\_\_\_\_

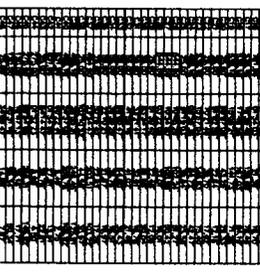
Notary Public for the State of Texas, \_\_\_\_\_

Notary Public for the State of Texas, \_\_\_\_\_

Notary Public for the State of Texas, \_\_\_\_\_

GRID TABLE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82
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**EXHIBIT B**

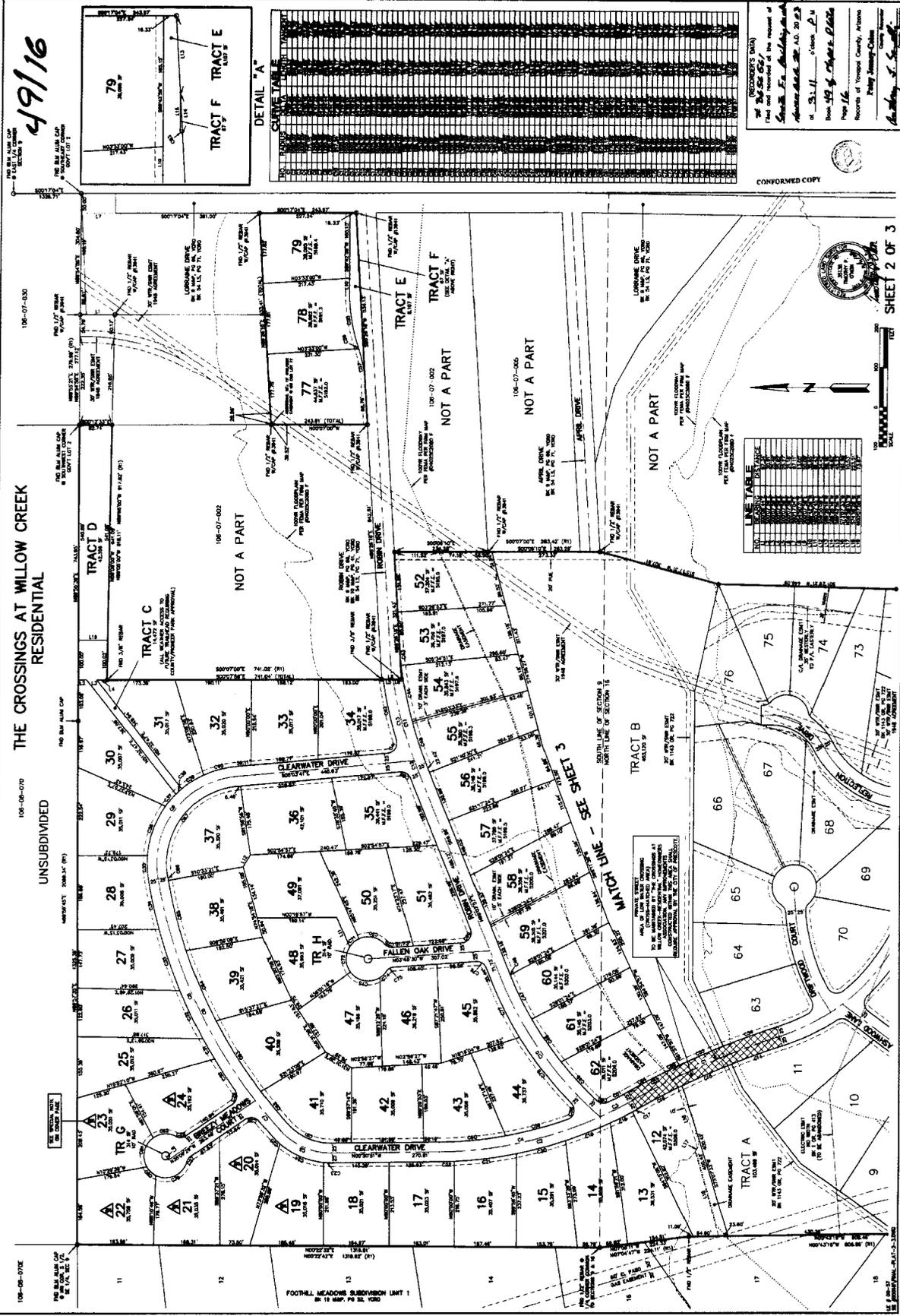


49116

# THE CROSSINGS AT WILLOW CREEK RESIDENTIAL

UNSUBDIVIDED

FOOTHILL MEADOWS SUBDIVISION UNIT 1



RECORDED DATA  
 Filed and recorded at the request of  
 South E. Building  
 on 03-11-11  
 Book 194 of Chapter 204  
 Page 16  
 Records of Yavapai County, Arizona  
 Family Support Center  
 County Clerk  
 Date of Recording

CONFORMED COPY

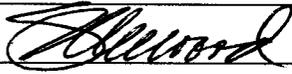


SHEET 2 OF 3

D-668



<b>COUNCIL AGENDA MEMO – (07/27/2010)</b>	
<b>DEPARTMENT:</b>	City Clerk
<b>AGENDA ITEM:</b>	Discussion/Direction on two regular Council meetings a month

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b>	Elizabeth A. Burke, City Clerk	07/14/2010
<b>City Manager:</b>	Steve Norwood 	07/19/10 

**Summary**

This item is to provide time for Council and the public to discuss whether they wish to continue with holding two regular Council meetings a month.

**Background**

As you will recall, in February the City Council adopted new Rules of Procedures that included that there would no longer be Study Sessions held on the first and third Tuesday of each month, Regular Voting Meetings of the Council would be held on the second and fourth Tuesday of each month, and other meetings would be scheduled as needed. It was agreed that this would be for a three-month trial period. That trial period ended last month and this item has been placed on the agenda for the Council to discuss whether they wish to continue with this schedule or go back to holding Study Sessions on the first and third Tuesdays of each month.

I have attached a list of the meetings held during this three-month period with an indication of time spent on each meeting.

From the perspective of the City Clerk's Office and Legal Department primarily, this schedule has saved us a great deal of time and allows that time to be spent on other projects.

**Recommended Action:** Council's pleasure.

**Agenda Item: Discussion/Direction on two regular Council meetings a month**

**APRIL**

04/06/2010	Special Meeting (Executive Session)	4:00 – 4:55 PM
04/13/2010	Regular Meeting	3:00 – 5:24 PM ES – 5:55 PM
04/27/2010	Regular Meeting	3:00 – 6:20 PM

**MAY**

05/11/2010	Workshop (Tour of PW Projects)	10:00 – 12:30 PM
05/11/2010	Workshop	2:00 – 2:40 PM
05/11/2010	Regular Meeting	3:00 – 5:00 PM ES – 5:50 PM
05/20/2010	Special Meeting	2:00 – 2:20 PM ES – 3:10 PM
05/24/2010	Budget Workshop	9:00 – 3:23 PM
05/25/2010	Special Meeting	2:30 – 2:52 PM
05/25/2010	Regular Meeting	3:00 – 5:20 PM

**JUNE**

06/08/2010	Special Meeting	2:00 – 2:45 PM
06/08/2010	Regular Meeting	3:00 – 8:07 PM ES – 9:04 PM
06/15/2010	Workshop	1:00 – 3:40 PM ES – 5:18 PM
06/18/2010	Special Meeting	1:30 – 2:20 PM
06/22/2010	Public Workshop	1:30 – 2:40 PM
06/22/2010	Special Meeting	2:45 – 2:50 PM
06/22/2010	Regular Meeting	3:00 – 6:10 PM ES – 7:25 PM

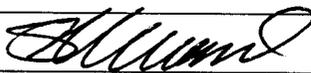
**JULY**

07/13/2010	Workshop	2:00 - 3:00 PM
07/13/2010	Regular Meeting	3:00 - 4:50 PM
07/20/2010	Workshop/Tour (SCHEDULED)	11:00 - 1:00 PM
07/20/2010	Workshop/Special Mtg. (SCHEDULED)	2:00 - 5:00 PM

**COUNCIL AGENDA MEMO – July 27, 2010**

**DEPARTMENT: AIRPORT**

**AGENDA ITEM:**  
**Acceptance of a Federal Aviation Administration grant in the amount of \$186,405.75 (City Matching Share \$4,905.41) and authorizing the application for a grant from the Arizona Department of Transportation – Aeronautics Division in the amount of \$4,905.42 for construction of Airport Pavement Preservation and Markings,**

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Benjamin Vardiman, Airport Manager</b>	<b>July 23, 2010</b>
<b>Finance Director:</b>	
<b>City Manager: Steve Norwood</b> 	<i>07/26/10</i>

This is a request to accept a Federal Aviation Administration Grant for \$186,405.75 to be used for pavement preservation construction of Taxiway C and the installation of required pavement markings. Additionally, staff is requesting permission to submit an application to the State ADOT Aeronautics Division for a matching grant in the amount of \$4,905.42.

Background

The pavement preservation project is a critical need for the Airport. Taxiway C has not had any pavement preservation activities since 1996 and is experiencing a high level of raveling (loose aggregate) which poses a high risk of damage for aircraft utilizing the taxiway. Taxiway C is one of two primary taxiways at the airport and serves the entire west side of the primary runway. The taxiway is 7616 feet long and 50 feet wide. This pavement preservation will include crack sealing the pavement, placing a double coat of Asphalt Emulsion Sand Sealant on the entire taxiway, and replacing the taxiway markings.

The second portion of this project will be to update all of the taxiway markings to meet recently enhanced FAA runway safety standards. The update of the markings will include the placement of Enhanced Taxiway Centerline Markings which are designed to provide pilots advanced warning (up to 150' away) that they are approaching a runway entrance point. The update will also include the installation of 59 Surface Painted Hold Short Markings. These markings are a mandatory instruction marking and tell the pilot to stop prior to entering the runway. The Airport has until December 31, 2010 to complete the installation of the new markings.

Financial

The total project cost is \$196,216.58 and is 95% grant funded (\$186,405.75) by the FAA and is anticipated to be 2.5 % grant funded (\$4,905.42) by ADOT Aeronautics Division. The City matching portion to this total grant project is \$4,905.41 (2.5% of the project). This project has been budgeted in FY 2011. Airport staff received verbal notice of this grant award at the beginning of July and is anticipating receiving the associated paperwork on Monday the 26<sup>th</sup>. The FAA has stated that this grant must be accepted and returned to them no later than July 28<sup>th</sup>.

**Recommended Action: MOVE** to accept a Federal Aviation Administration grant in the amount of \$186,405.75 (City Share \$4,905.41) and authorize the application for a grant from the Arizona Department of Transportation – Aeronautics Division in the amount of \$4,905.42 for construction of Airport Pavement Preservation and Markings and further authorize the Mayor and City staff to execute any and all related documents.

<b>COUNCIL AGENDA MEMO – JULY 27, 2010</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Adoption of Ordinance No. 4756-1107 to Quit Claim a portion of Lorraine Drive as a part of the settlement agreement with Bobby Lee and Elizabeth Anne Raber.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>[Signature]</i>	07/26/10

**Item Summary**

This item is to Quit Claim a portion of Lorraine Drive north of Robin Drive.

**Background**

Bobby Lee and Elizabeth Anne Raber acquired the late Chuck Sheppard's property several years ago located north of Robin Drive in the Sandretto area (see attached Location Map). The City's water transmission mains from the Chino Valley wells extend diagonally through the Raber's property. In reviewing the recorded easements for the water mains, there were inconsistencies with the easements and one area where the water main was outside the easement, litigation ensued.

On March 23, 2010, the City entered into a settlement agreement with the Rabers. As a part of the settlement agreement to resolve litigation, the City will Quit Claim the portion of Lorraine Drive as shown on the attached Exhibits "A" & "A1", which is no longer needed or likely to be needed by the City in the near future. There are existing overhead lines within Lorraine Drive therefore a Public Utility Easement and public ingress/egress easement will be retained over Quit Claimed portion of Lorraine Drive. The accompanying Council Memo and Ordinance describes the remaining items of the settlement agreement pursuant to the City acquiring all necessary easements for the water transmission mains.

- Attachments**
- Location Map
  - Exhibits "A" & "A1", Map and Legal Description
  - Ordinance for Quit Claim
  - Quit Claim Deed

**Budget**

Costs associated with the settlement agreement will be charged to Risk Management Liability and Settlement, Account No. 8052225-8540

<b>Recommended Action:</b> MOVE to adopt Ordinance No. 4756-1107.
---



**ORDINANCE NO. 4756-1107**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, QUITCLAIMING A CERTAIN MUNICIPAL RIGHT-OF-WAY WHICH CONSIST OF A PORTION OF LORRAINE DRIVE LOCATED NORTH OF ROBIN DRIVE AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH QUITCLAIM DEED**

**RECITALS:**

WHEREAS, the City Council of the City of Prescott has determined that a certain portion of a City Right-of-Way, Lorraine Drive, more particularly described in Exhibits "A" & "A1", attached hereto and made a part hereof, is not needed, nor likely to be needed within a reasonable future time by the City; and

WHEREAS, the City Council of the City of Prescott wishes to quitclaim the aforesaid certain portion of Right-of-Way described on Exhibits "A" & "A1" and convey to Bobby Lee and Elizabeth Anne Raber as a part of a March 23, 2010, settlement agreement to resolve litigation; and

**ENACTMENTS:**

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

SECTION 1. THAT certain municipal Right-of-Way as set forth in Exhibit "A" & "A1", which constitutes a portion of Lorraine Drive located north of Robin Drive; recorded in Book 9 of Maps and Plats at Page 66, records of the Yavapai County Recorder, are no longer necessary for public use.

SECTION 2. THAT title to that property set forth in Exhibit "A" & "A1" shall vest in Bobby Lee and Elizabeth Raber, located at 400 Lorraine Drive, which is made a part of this Ordinance.

SECTION 3. THAT the City of Prescott hereby retains public utility easement and public ingress/egress easements over the abandoned right-of-way as shown on Exhibits "A" & "A1".

SECTION 4. THAT the Mayor and staff are hereby authorized to execute a Quit-Claim Deed and any other instruments in order to carry out the conveyances as set forth herein.

SECTION 5. Staff is authorized and directed to notice abandonment of that portion of Lorraine Drive adjacent to Lot 79 of the Crossings – Willow Creek Residential,

Book 49, Pages 15-17, Yavapai County Recorder's office within four (4) months of the effective date of this abandonment.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**EXHIBIT 'A'**  
**QUIT CLAIM**

That portion of Lorraine Drive as recorded in Book 9 of Maps and Plats Page 66, as recorded at the Yavapai County Recorder, Yavapai County, Arizona, more fully described as follows:

Beginning at the Northeast corner of Lot 79 of THE CROSSINGS AT WILLOW CREEK RESIDENTIAL, as recorded in Book 49 Maps & Plats Page 16, as recorded at the Yavapai County Recorder, Yavapai County, Arizona;

Thence N00°17'04"W, 361.00 feet, along the West right-of way to the Northwest corner of Lorraine Drive;

Thence N89°42'56"E, 50.00 feet, along the North right-of-way to Northeast corner of Lorraine Drive;

Thence S00°17'04"E, 588.24 feet, along the East right-of-way of Lorraine Drive;

Thence S89°42'56"W, 50.00 feet, to a the Southeast corner of said Lot 79, also being the West right-of-way of Lorraine Drive;

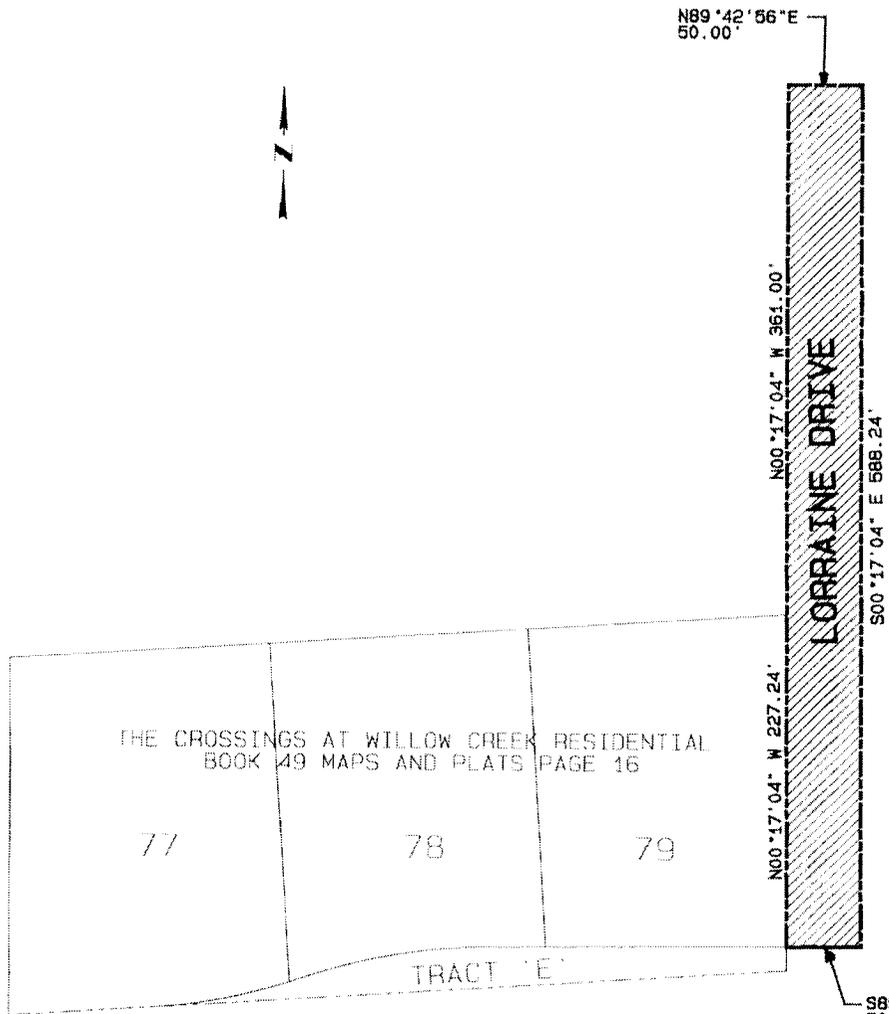
Then N00°17'04"W, 227.24 feet, along the West right-of-way of Lorraine Drive to the Point of Beginning.

Containing 29,412.0 square feet more or less.



# EXHIBIT 'A1'

## QUIT CLAIM



THE CROSSINGS AT WILLOW CREEK RESIDENTIAL  
BOOK 49 MAPS AND PLATS PAGE 16

77

78

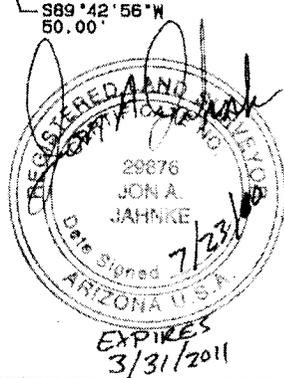
79

TRACT 'E'

LORRAINE DRIVE

ROBIN DRIVE

AREA = 29,412.0 sq. ft.



<b>COUNCIL AGENDA MEMO – JULY 27, 2010</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Adoption of Ordinance No. 4757-1108 to abandon portions of existing water line easements and accept a water line easement from Bobby Lee Raber and Elizabeth Anne Raber as a part of a settlement agreement.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>SNorwood</i>	<i>07/28/10</i>

**Item Summary**

This item is to abandon portions of existing water line easements for the Chino Valley water transmission mains and replace them with one (1) easement granted by Bobby Lee Raber and Elizabeth Anne Raber as a part of the settlement agreement between the Rabers and the City to resolve litigation.

**Background**

The Prescott City Council entered into a settlement agreement on March 23, 2010 with Bobby and Elizabeth Raber to resolve inconsistencies with the easements crossing diagonally across the Raber's property. Approval of this Ordinance will effectively abandon only the portions of existing easements, Exhibits C thru I that cross the Raber's property that have been recorded from 1948 thru 1980, some of which are questionable for location and application. In return, the Raber's will grant one (1) easement that will provide all necessary ingress, egress, maintenance, construction and repair of the Chino Valley water transmission mains running through the affected property.

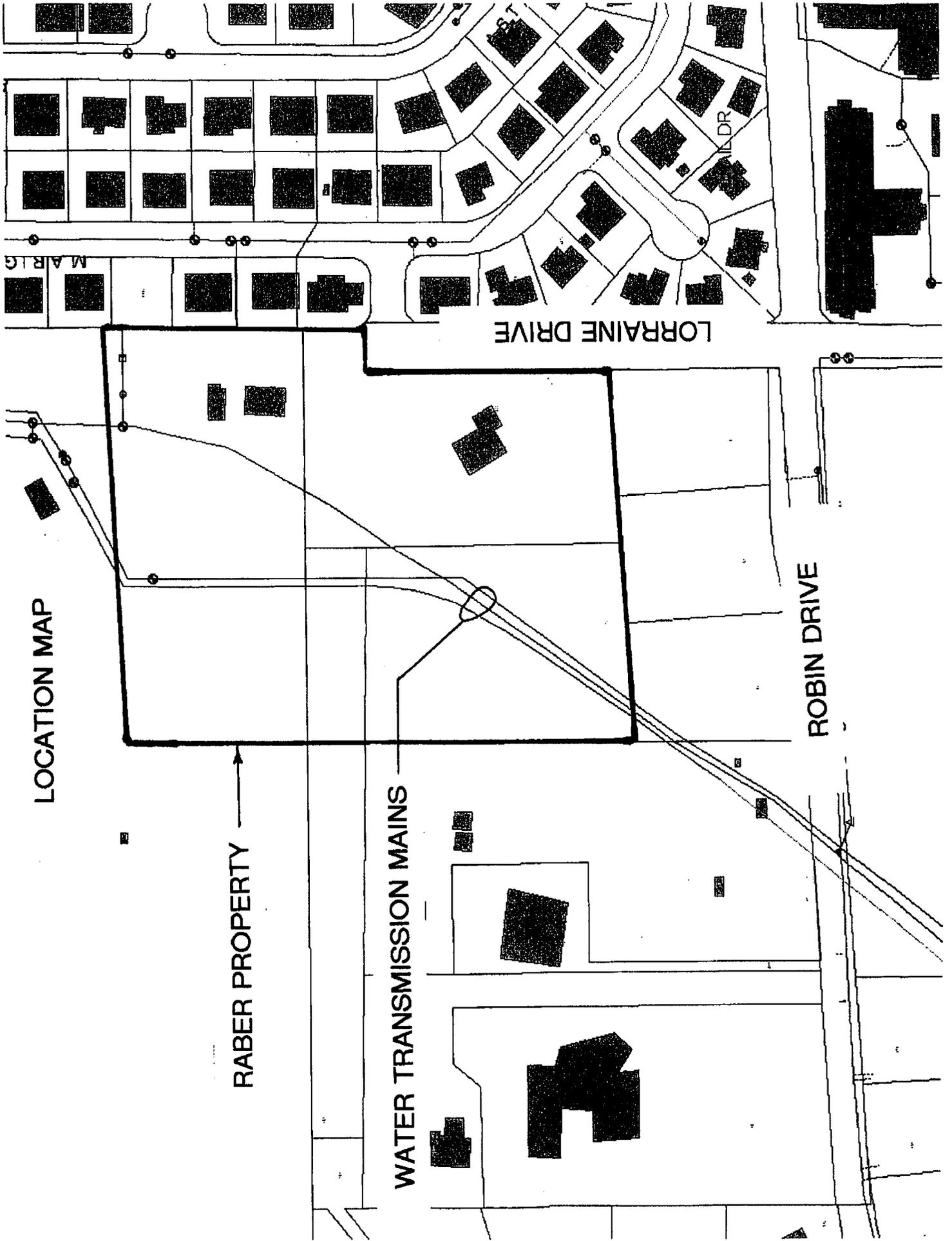
**Attachments**

- Location Map
- Exhibit "A", "A1" & "A2" Abandonment Map and Legal Description
- Existing Waterline Easements Exhibits C, D, E, F, G, H & I
- Exhibit "B" & "B1" Map and Legal Description for new Waterline Easement
- Ordinance for Easement
- Easement Document

**Budget**

Costs associated with this agreement will be charged to Risk Management Liability Award and Settlement, Account No. 8052225-8540

**Recommended Action: MOVE to adopt Ordinance No. 4757-1108.**



LOCATION MAP

RABER PROPERTY

WATER TRANSMISSION MAINS

LORRAINE DRIVE

ROBIN DRIVE

MARBIG

DR

## ORDINANCE NO. 4757-1108

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ABANDONING EXISTING WATER LINE EASEMENTS AND PIPELINE RIGHT-OF-WAY NORTH AND WEST OF ROBIN DRIVE AND LORRAINE DRIVE SPECIFICALLY LOCATED ON THE CURRENT ASSESSORS PARCEL NUMBERS 106-07-030, 106-07-006, 106-07-003 AND 106-07-002E AS SHOWN ON EXHIBITS "A", "A1" AND "A2" AND ACCEPTING A GRANT OF WATER LINE EASEMENT WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE SAME ACROSS THE PROPERTY AS SHOWN ON EXHIBITS "B" AND "B1" WATER LINE EASEMENT AND RECORD OF SURVEY AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH ABANDONMENT AND DEDICATION**

### **RECITALS:**

WHEREAS, on February 21, 1948, Eugene Johnson and Georgiana O. Johnson, his wife, recorded a thirty (30') foot easement for a pipe line or pipe lines for the conveyance and transportation of water, with the right of ingress and egress to and from the same for purposes of construction, maintenance and operation of the same as recorded in Book 190, Page 97, office of the Yavapai County Recorder; and

WHEREAS, on September 26, 1951, the Department of the Army granted an easement (Phoenix Right-of-Way application number 084381) for a right-of-way on Whipple Barracks Target Range for an existing 14-inch welded steel water pipe line over, across, in and upon land under control of the Secretary of the Army; and

WHEREAS, on March 29, 1968, the Department of the Army granted an easement for a right of way for the installation, operation and maintenance of an 18-inch water pipeline for a period of fifty (50) years as recorded in Book 486, Pages 474-477; and

WHEREAS, on May 6, 1977, the Department of the Army executed Easement Number DACA09-2-77-202, granting the City of Prescott a right of way for the installation and maintenance of an eighteen (18") inch water transmission line across a portion of Whipple Barracks Target Range, Arizona for an indefinite period; and

WHEREAS, on August 8, 1977, the City of Prescott adopted Ordinance No. 1220, acquiring easements by donation, purchase and the power of eminent domain for the construction of sanitary sewer lines and water lines as a matter of public use and necessity, recorded in Book 1095, Pages 720-729; and

WHEREAS, on April 25, 1977, Robert H. Kieckhefer, Trustee recorded a Deed of Easement (Utility Lines) thirty (30') feet in width for the right to lay, maintain, operate, relay and remove at any time, water or sewer mains and pipelines with the right of

ingress and egress to and from the same as recorded in Book 1070, Pages 264-270; and

WHEREAS, on November 7, 1980, C.E. Sheppard and Gwen Sheppard, his wife granted to W. J. Williams, a fifteen (15) foot easement and right-of-way for the construction, operation, maintenance, and repair of a water line and water main and other utility services, recorded in Book 1337, Pages 626 and 627; and

WHEREAS, approximately sixty (60) linear feet of City of Prescott water main line is located outside of an easement on the aforementioned property; and

WHEREAS, on March 23, 2010 the City of Prescott entered into a Settlement Agreement with Bobbi Lee and Elizabeth Anne Raber, which includes granting the City with a new easement to encompass the preexisting water mains in perpetuity on said property.

#### **ENACTMENTS:**

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

SECTION 1. THAT certain existing easements as set forth in Exhibits "A", "A1" and "A2" which contain water or sewer mains and pipelines with the right of ingress and egress to and from the same located north and west of Lorraine Drive specifically located on the current Assessor's Parcel Numbers 106-07-030, 106-07-006, 106-07-003 and 106-07-002E are no longer necessary for public use and the same is hereby vacated and abandoned.

SECTION 2. THAT certain easement as set forth in Exhibits "B" and "B1", which constitutes a water line easement with the right of ingress and egress to and from the same across the property, Waterline and Ingress-Egress Easement are hereby granted by Bobby Lee and Elizabeth Anne Raber.

SECTION 3. THAT upon approval by the City Council, the Mayor and staff are hereby authorized to record the Water Line Easement, Record of Survey and any other instruments in order to carry out the conveyances as set forth herein.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 27<sup>th</sup> day of July, 2010.

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MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

# EXHIBIT 'A'

## EASEMENT ABANDONMENT

### **Easement Abandonment No. 1**

All that portion of the SE 1/4, SE 1/4, Section 9, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona more particularly described as follows:

Abandonment of easement No.1 described in Book 1070, Page 264, on file in the Office of the Yavapai County Recorders, Yavapai County, Arizona, the easement being 15 feet on each side of the centerline described as follows:

Beginning at a point on the North line of said Southeast quarter of the Southeast quarter from which point a BLM brass cap marking the Northeast corner thereof bears East 359.56 feet;

Thence South 8.85 feet to the beginning of a curve to the right, thence along a 572.96 foot radius curve to the right 72.12 feet to the Northerly line of the tract of land described as Parcel No. 10 on Page 12 of Book 512 of the Yavapai County Records; thence 183.39 feet more or less along said curve with a Westerly line of a 30 foot wide easement for a water pipeline granted in the year 1948, the Westerly line of the easement continuing S 25°33' W, 91.78 feet to a point on the westerly line of said 1948 easement.

The side lines of said strip of land are to be prolonged or shortened so as to terminate in their points of intersection at the angle point and in the lines in which the above described center line begins and ends.

### **Easement Abandonment No. 2**

Abandonment of that portion of a 30 foot easement described in Book 190 of Deeds Page 97, located in Section 9, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona more particularly described as follows:

A thirty (30) foot strip of land being fifteen (15) feet on each side of the centerline of what is to be known as the Prescott Pipeline, said centerline being described as follows.

Beginning at a point where said centerline 14 inch water main crosses the North line of the South half of the Southeast Quarter (S 1/2 SE 1/4) of Section Nine (9), Township Fourteen (14) North, Range Two (2) West, of the Gila and Salt River Base and Meridian, which point is approximately Engineer's Station 565 plus 76.7;

Thence South 34°48' West, 579.86, feet to the point of terminus of this abandonment. Said point also being located on the North line of Lot 77 of THE CROSSING AT WILLOW CREEK RESIDENTIAL, per map filed and recorded in Book 49 of Maps and Plats, Page 19, in the Office of the Yavapai County Recorder.

The side lines of said strip of land are to be prolonged or shortened so as to terminate in their points of intersection at the angle point and in the lines in which the above center line begins and ends.

## EXHIBIT 'A1'

### EASEMENT ABANDONMENT

#### Easement Abandonment No. 3

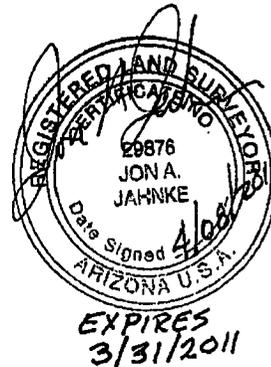
All that portion of Section 9, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more fully described as follows:

Abandon all of the 30 foot wide easement for the 14-inch welded steel water pipe line granted in 1948 by the "DEPARTMENT OF THE ARMY EASEMENT FOR RIGHT-OF-WAY ON WHIPPLE BARRACKS TARGET RANGE ARIZONA" lying within Lot 2, of Section 9, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

#### Easement Abandonment No. 4

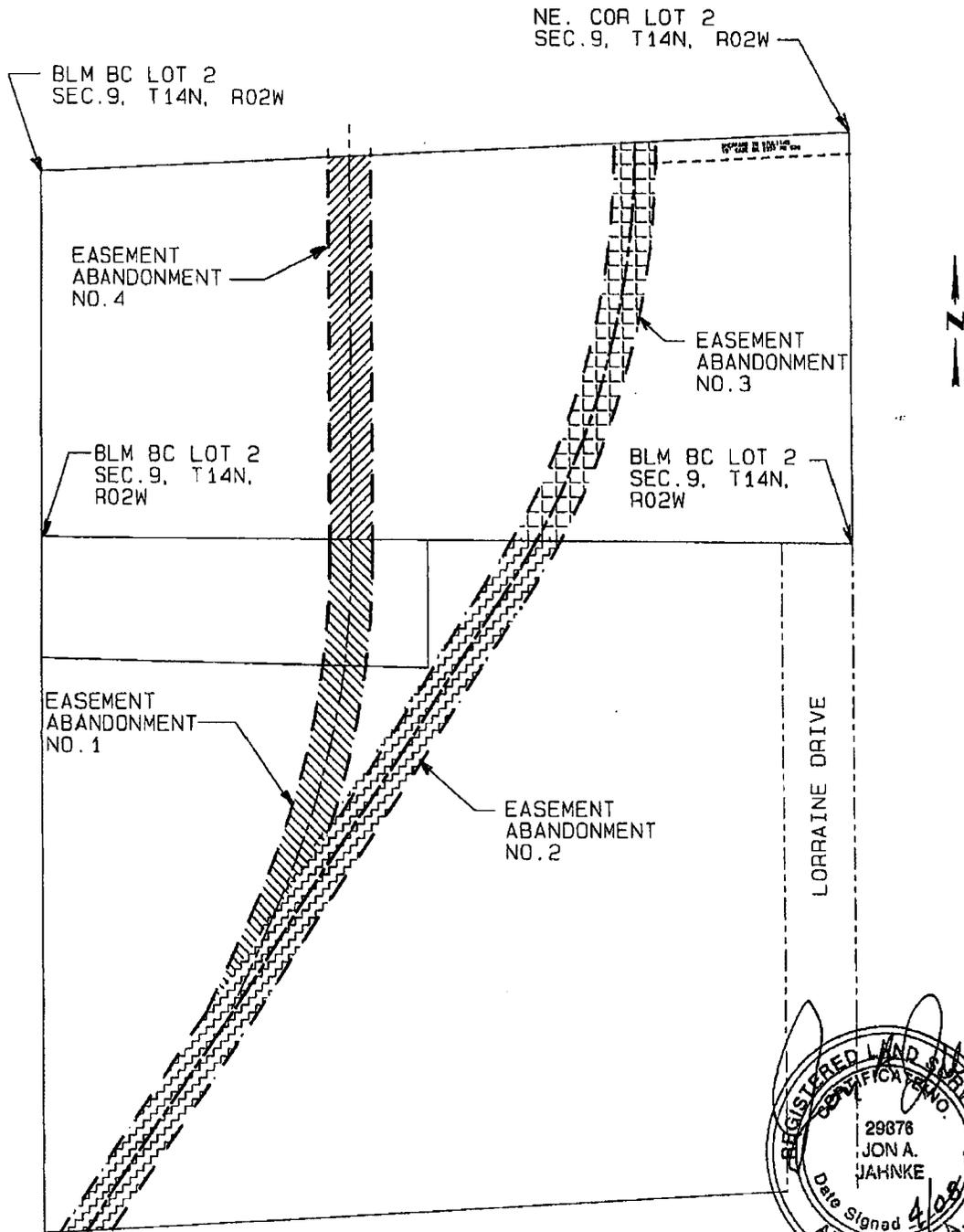
All that portion of Section 9, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more fully described as follows:

Abandon all of the 30 foot easement for the eighteen inch (18") water transmission pipeline granted by the "DEPARTMENT OF THE ARMY EASEMENT FOR RIGHT-OF-WAY (PIPELINE) ON WHIPPLE BARRACKS TARGET RANGE YAVAPAI COUNTY, ARIZONA" Easement Number DACA09-2-77-202, lying within Lot 2, of Section 9, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.



# EXHIBIT "A2"

## EASEMENT ABANDONMENT



THE CROSSINGS AT WILLOW CREEK  
RESIDENTIAL BOOK 49 M&P PAGE 16



EXPIRES  
3/31/2011

## EXHIBIT "B"

### **WATERLINE AND INGRESS-EGRESS**

All that portion of the Southeast quarter of Section 9, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more fully described as follows:

Commencing from a BLM brass cap marking the Northwest corner of Lot 2, of said Section 9, Thence N 87°02'54" E, 208.60 feet along the North line of said Lot 2 to the Point of Beginning.

Thence S 00°15'59" W, 271.97 feet;

Thence Southwesterly along a curve to the right having a chord bearing of S13°02'31"W, chord length of 246.76 feet, a central angle of 25°33'04" and a radius of 557.96 feet;

Thence S 25°49'03" W, 85.43 feet;

Thence S 34°37'56" W, 185.78 feet, to the North line of Lot 77 of the "THE CROSSINGS AT WILLOW CREEK RESIDENTIAL", per map file and recorded in Book 49 of Maps and Plats, Page 19, in the Office of the Yavapai County Recorder;

Thence N 86°47'17" E, (N 86°26'18" E REC.), 37.99 feet, along the North line of said Lot 77;

Thence N 34°37'56" E, 522.76 feet;

Thence Northeasterly along a non-tangent curve to the left having a chord bearing of N 18°05'13" E, chord length of 322.95 feet, a central angle of 33°12'48", and a radius of 565.00 feet;

Thence N 87°02'54" E, 138.23 feet, to the East line of said Section 9;

Thence N 00°03'15" E, 15.02 feet, along the said East line to the North line of said Lot 2 of Section 9;

Thence S 87°02'54"W, 168.08 feet, along the North line of said Lot 2 of Section 9;

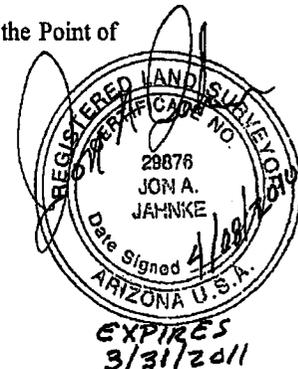
Thence Southwesterly along a non-tangent curve to the right having a chord bearing of S17°24'35"W, chord length of 318.00 feet, a central angle of 34°34'42", and a radius of 535.00 feet;

Thence S 34°37'56" W, 145.19 feet;

Thence N 00°15'59" E, 413.84 feet, to the North line of said Lot 2 of Section 9;

Thence S 87°02'54" W, 30.05 feet, along the North line of said Lot 2 of Section 9, to the Point of Beginning.

Containing 44,935.4 square feet more or less.





E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of ONE (\$1.00) dollar, and other good and valuable consideration to us in hand paid by the CITY OF PRESCOTT, a Municipal Corporation, the receipt of which is hereby acknowledged, we EUGENE JOHNSON and GEORGIANA O. JOHNSON, his wife, do hereby grant to the CITY OF PRESCOTT, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time, a pipe line or pipe lines, for the conveyance and transportation of water, with right of ingress and egress to and from the same for purposes of construction, maintenance and operation of the same on, over and through certain lands situate in the County of Yavapai, State of Arizona, and particularly described as follows:

A Thirty (30) foot strip of land being Fifteen (15) feet on each side of the centerline of what is to be known as the Prescott Pipeline, said centerline being described as follows:

Beginning at the point where said centerline crosses the North line of the South Half of the Southeast Quarter (S1/4) of Section Nine (9), Township Fourteen (14) North, Range Two (2) West of the Gila and Salt River Base and Meridian, which point is approximately Engineer's Station 565 plus 76.7; thence South 34° 48' West, 1526.08 feet to Engineer's Station 581 plus 02.78, the P.C. of a 10° curve left, deflection angle 14° 42'; thence through said curve to Engineer's Station 581 plus 14.45, the P.T.; thence South 20° 06' West, 1500 feet more or less to the point where said centerline crosses the South line of the North Half of the Northeast Quarter (NE1/4) of Section Sixteen (16), Township Fourteen (14) North, Range Two (2) West, of the Gila and Salt River Base and Meridian.

Grantors, their heirs or assigns, are privileged to fully use the said premises except the easement for the purposes hereinbefore granted to the CITY OF PRESCOTT, a Municipal Corporation, its successors and assigns.

The CITY OF PRESCOTT, a Municipal Corporation, for itself and its successors or assigns, hereby covenants to bury the lines of pipe so that the same will not interfere with the cultivation of said premises.

The CITY OF PRESCOTT, a Municipal Corporation, agrees to indemnify grantors against loss occasioned by damages to crops, surfaces, fences and premises, for and because of the maintenance or operation of the so called Prescott Pipeline, pursuant to the easement hereby granted.

It is understood and agreed that this easement is given in connection with a municipal water project of the CITY OF PRESCOTT, a municipal corporation, and that the said grantee shall have the privilege of laying, maintaining and operating such pipe lines as may be necessary in this connection, on, over and through the hereinabove described property, provided that the covenants and conditions herein contained be respected and adhered to.

IN WITNESS WHEREOF, we have hereunto set our hands this 16 day of Jan. 1948.

Eugene Johnson  
Georgiana O. Johnson  
Grantors

Accepted and approved this 9<sup>th</sup> day of February, 1948.  
THE CITY OF PRESCOTT, a Municipal Corporation

By E. C. Seale  
Its Mayor  
(CORPORATE SEAL)

ATTEST:  
P. H. Maljer  
City Clerk  
STATE OF ARIZONA

County of Yavapai  
} ss

The foregoing instrument was acknowledged before me the 16 day of January 1948, by EUGENE JOHNSON and GEORGIANA O. JOHNSON, his wife, known to me to be the persons who executed the same.  
C. F. Mayes  
A Notary Public  
(NOTARIAL SEAL)

# EXHIBIT "D"

DEPARTMENT OF THE ARMY  
EASEMENT FOR RIGHT-OF-WAY  
ON WHIPPLE BARRACKS TARGET RANGE, ARIZONA

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by the Act of Congress approved 17 May 1928 (44 Stat. 862; 10 U.S.C. 1361), hereby grants to the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter designated as the grantee, an easement for a right of way for an existing 14-inch welded steel water pipe line over, across, in and upon land under the control of the Secretary of the Army, more particularly described as follows:

Those portions of Sections 2, 3, 9 and 10

Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, in the County of Yavapai, State of Arizona, within a strip of land, 30 feet in width, lying 15 feet on each side of a center line described as follows:

Commencing at the Southwest corner of said Section 2; thence along the West line of said Section North  $0^{\circ} 05'$  West 1843.15 feet; thence North  $87^{\circ} 23'$  East 855.82 feet; thence North  $9^{\circ} 48'$  West 557.73 feet to a point in the North line of the Northwest  $1/4$  of the Southwest  $1/4$  of said Section 2, said point being on the center line of the 14-inch water pipe line of the City of Prescott and being the TRUE POINT OF BEGINNING of this description; thence South  $9^{\circ} 45'$  East 557.73 feet to an angle point in said pipeline; thence South  $87^{\circ} 23'$  West 5415.27 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 572.96 feet; thence Southwesterly along said curve through a central angle of  $13^{\circ} 44'$  an arc distance of 137.38 feet; thence tangent to said curve South  $45^{\circ} 39'$  West 1375.56 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 572.96 feet; thence Southwesterly along last said curve, through a central angle of  $25^{\circ} 33'$ , an arc distance of 235.60 feet; thence tangent to said curve South  $20^{\circ} 06'$  West 530.68 feet to the beginning of a tangent curve, concave Easterly, having a radius of 572.96 feet; thence Southwesterly along last said curve, through a central angle of  $19^{\circ} 35'$  an arc distance of 195.83 feet; thence tangent to said curve South  $0^{\circ} 31'$  West 1069.42 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 572.96 feet; thence Southwesterly along last said curve through a central angle of  $34^{\circ} 17'$  an arc distance of 342.83 feet; thence tangent to said curve South  $24^{\circ} 48'$  West to the point of ending at the point where said 14-inch water pipe line intersects the South line of the Northeast  $1/4$  of the Southeast  $1/4$  of said Section 9.

The side lines of said strip of land are to be prolonged or shortened so as to terminate in their points of intersection at the angle point and in the lines in which the above-described center line begins and ends.

Containing 8.8 acres, more or less.

Unrecorded, Signed 9-26-51

THIS EASEMENT is granted subject to the following conditions:

1. That the operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

2. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

3. That the grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of any repairs to said line, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

4. That any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

5. That the United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right-of-way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right-of-way herein granted.

6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims, except as otherwise provided in Condition No. 10 hereof.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the operation, maintenance and use of said line.

8. That, in the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

9. That this easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right-of-way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be annulled and forfeited by declaration of the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for non-use, or for abandonment.

10. That all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ore in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other persons as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

11. That, upon the termination or annulment and forfeiture of this grant, the grant shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

12. That this instrument is effective only in so far as the rights of the United States in the property covered by this easement are concerned, and the grantee shall obtain such permission as may be necessary on account of any other existing rights.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Department of the Army by direction of The Under Secretary of the Army this 26th day of September 1951.

(over)

Commonwealth of Virginia

County of Arlington

SS

On this 26th day of September, in the year 1961  
before me, A. F. Spada, a Notary Public in and  
for said County and State, personally appeared Sherry B.

Myers, known to me to be the individual who executed  
the within and foregoing instrument, and acknowledged that he signed  
the same by direction of The Under Secretary of the Army as the free  
and voluntary act and deed of the United States of America, for the  
use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year in this certificate first above  
written.

/s/A. F. Spada  
Notary Public

My Commission Expires:  
(SEAL)  
\_\_\_\_\_

My Commission Expires Sept. 14, 1962

(NOTARY SEAL)

EXHIBIT "E"

STATE OF ARIZONA, County of Yavapai—s.

4589

I do hereby certify that the within instrument was filed and recorded at the request of City of Prescott on April 1 A.D. 1968 at 10:15 o'clock P.M. Book 486 Official Records Page 497-497 (incl) Records of Yavapai County, Arizona.

WITNESS my hand and official seal this day and year first above written.

FRANK C. BAUER, County Recorder.

By Ernestine T. Jern Deputy

INDEXED

DEPARTMENT OF THE ARMY  
EASEMENT FOR RIGHT OF WAY  
(PIPELINE)

No. DACA09-2-68-341

WHEPPLE BARRACKS TARGET RANGE, ARIZONA

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2869, hereby grants to the CITY OF PRESCOTT, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Arizona,

hereinafter designated as the grantee, for a period not exceeding fifty (50) years from the date hereof, an easement for a right of way for the installation, operation and maintenance of an 18-inch water pipeline

over, across, in, and upon land under the control of the Secretary of the Army at the location

hereinafter designated as a part thereof, and described as follows:

Those portions of Sections 3, 9 and 10, T-11-N, R-2-W, G&GRM, Yavapai County, Arizona, as more particularly described in tract description dated 21 November 1967, file 597-K-3, marked Exhibit "A", attached hereto and made a part hereof.

Containing 3.92 acres, more or less.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of

~~payable in advance.~~ **NOT APPLICABLE** Compensation shall be made payable to the Treasurer of the United States and for bonded by the grantee to

486/497  
A-7

by line on  
be made part



# EXHIBIT "F"

DEPARTMENT OF THE ARMY  
LOS ANGELES DISTRICT, CORPS OF ENGINEERS  
ARIZONA REAL ESTATE PROJECT OFFICE  
2721 NORTH CENTRAL AVENUE, SUITE 1010  
PHOENIX, ARIZONA 85004

*plotted*

IN REPLY REFER TO SPLRE-AR-(G)

10 May 1977

Mr. Raymond E. Menge  
Easements Agent  
City of Prescott  
P. O. Box 2059  
Prescott, Arizona 86301

# 4

Dear Mr. Menge:

Inclosed herewith is a fully executed copy of Department of the Army Easement No. DACA09-2-77-202 which grants the City of Prescott a right of way for the installation, operation and maintenance of an 18-inch water transmission line across a portion of Whipple Barracks Target Range, Arizona.

Said easement is for an indefinite period commencing 6 May 1977.

The officer having immediate jurisdiction over the property is the Commander, Sixth U.S. Army, Presidio of San Francisco.

Sincerely yours,

B. DAVID REICHARDT  
Chief, Arizona Real Estate Office

1 Incl  
As stated

DEPARTMENT OF THE ARMY  
EASEMENT FOR RIGHT OF WAY  
(PIPELINE)

NO. DACA09-2-77-202

ON WHIPPLE BARRACKS TARGET RANGE, YAVAPAI COUNTY, ARIZONA

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, hereby grants to CITY OF PRESCOTT, a municipal corporation of the State of Arizona,

hereinafter designated as the grantee, for a period not exceeding ~~( )~~ years from the date hereof, an easement for a right of way for the installation, operation and maintenance of an eighteen inch (18") water transmission pipeline.

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "A"; Drawing No. 492 D 1935.1A dated 11-5-76, attached hereto and made a part hereof, and described as follows:

That portion of Section 9, Township 14 North, Range 2 West, G&SRM, Yavapai County, Arizona, within a strip of land, 30 feet in width, lying 15 feet on each side of a center line described as follows:

Beginning at the southeast corner of said section; thence North  $00^{\circ}14'$  West 1326.60 feet to a point; thence West 359.56 feet to the TRUE POINT OF BEGINNING; thence North 285.73 feet to a point; thence North  $60^{\circ}00'$  East 239.65 feet to a point, said point being the terminus of this right of way.

Containing .11 acre, more or less.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of ~~DELETED~~ <sup>( \$ )</sup> payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to

11. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

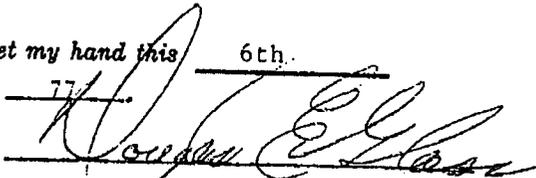
15. That the grantee shall comply with all applicable federal, state, and local laws, regulations and standards concerning protection and enhancement of environmental quality and pollution control and abatement.

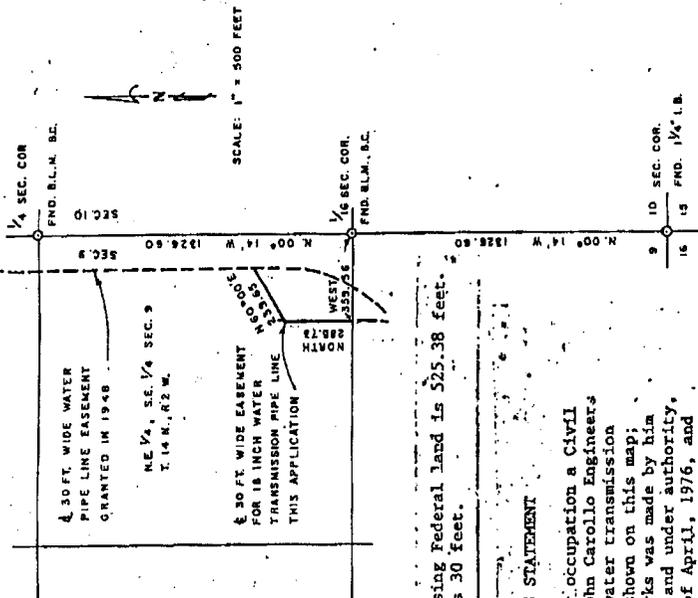
16. That prior to the execution of this grant, conditions were revised, deleted and added in the following manner:

Revised: The granting clause.  
Deleted: Condition No. 1.  
Added: Conditions Nos. 15 and 16.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 6th  
day of May 19 77

  
DOUGLAS E. GLASS  
CHIEF, REAL ESTATE DIVISION  
U.S. ARMY ENGINEER DISTRICT, LOS ANGELES  
GPO 4631 958



Total length of right-of-way crossing Federal land is 525.38 feet.  
 Width of right-of-way requested is 30 feet.

ENGINEER'S STATEMENT

R. D. Lines states he is by occupation a Civil Engineer employed by the John Carollo Engineers to make the survey of the water transmission pipeline as described and shown on this map; that the survey of said works was made by him (or under his supervision) and under authority, commencing on the 6th day of April, 1976, and ending on the 29th day of April, 1976, and that such survey is accurately represented upon this map.

*R. D. Lines*  
 (Engineer)

APPLICANT'S CERTIFICATE

This is to certify that R. D. Lines of John Carollo Engineers who subscribed the statement herein is the person employed by the undersigned applicant to prepare this map, which has been adopted by the applicant as the approximate final location of the works thereby shown; and that this map is filed as a part of the complete application, and in order that the applicant may obtain the benefits of the act of February 15, 1901 (31 Stat. 790; 43 U.S.C. 959); and I further certify that the right-of-way herein described is desired for water transmission pipeline.

*Clay Clarke*  
 (Signature of applicant)

*Clay Clarke*  
 City Manager  
 (Title)  
 City of Prescott, Arizona  
 (Company)



*Clay Clarke*  
 City Clerk

<b>JOHN CAROLLO ENGINEERS</b>	
PHOENIX ARIZONA	WALNUT CREEK CALIFORNIA
JOHN A. CAROLLO (1108-1971) ROBERT W. WATSON DONALD S. WILLIAMS DONALD S. WILLIAMS DONALD S. WILLIAMS	
CITY OF PRESCOTT, ARIZONA	
18 INCH WATER TRANSMISSION PIPE LINE	
MAP OF RIGHT OF WAY	
N.E. 1/4, S.E. 1/4, SECTION 9, T. 14 N., R. 2 W. YAVAPAI COUNTY, ARIZONA	
CHECKED R.D.L.	DRAWN NO. 492 D
DRAWN S.J.S.	DATE 11-5-76
	REVISED 1935.1A
	No. 1 of 1



Exhibit "A"

EXHIBIT "G"

STATE OF ARIZONA County of Yavapai 25171  
I do hereby certify that this is a true and correct copy of the original as recorded at the request of CITY OF PRESCOTT  
SEP 8 77 1 35 PM Book 1095 Official Record Page 720-796 uncl  
Records of Yavapai County, Arizona. WITNESS my hand and official seal at the day and year first above written.  
PATRY C. SHIPLEY, County Clerk

ORDINANCE NO. 1220



200

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACQUISITION AND POSSESSION OF EASEMENTS LOCATED IN SECTIONS 1, 9, 13, 15, 17, 18, 19, 20, 21 and 36 IN TOWNSHIP 14 NORTH, RANGE 2 WEST AND SECTIONS 19, 30 and 31 IN TOWNSHIP 15 NORTH, RANGE 1 WEST AND SECTION 36, TOWNSHIP 15 NORTH, RANGE 2 WEST, ALL OF WHICH ARE LOCATED IN THE GILA AND SALT RIVER BASIN AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BE ACQUIRED BY THE CITY OF PRESCOTT BY DONATION, PURCHASE OR UNDER THE POWER OF EMINENT DOMAIN FOR THE CONSTRUCTION OF SANITARY SEWER LINES AND WATER LINES AS A MATTER OF PUBLIC USE AND NECESSITY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT it is deemed essential as a matter of public use and necessity that easements located in Sections 1, 9, 13, 15, 16, 17, 18, 19, 20, 21 and 36 in Township 14 North, Range 2 West and Sections 19, 30 and 31 in Township 15 North, Range 1 West and Section 36, Township 15 North, Range 2 West, all of which are located in the Gila and Salt River Basin and Meridian, Yavapai County, Arizona, be acquired by the City of Prescott for the construction of sanitary sewer lines and water lines, said real property being more particularly described in Exhibit "A" attached hereto and hereby incorporated by reference.

SECTION 2. THAT the Mayor, City Council, City Engineer or other duly authorized officers and they are hereby authorized to acquire the real property described in Section 1 of this Ordinance by purchase or under the power of eminent domain, and they are hereby authorized and directed to determine the value of said property on behalf of the City of Prescott, as may be determined by the proper authorities, and to pay the purchase price of said real property, including upon the City or its agents and officers, all costs, expenses, including attorney's fees or stipulations and costs of acquisition.

APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Yavapai County, Arizona, on this 12th day of August, 1977.

*Raymond G. ...*  
MAYOR

APPROVED AS TO FORM

*Chet ...*  
CITY ATTORNEY

UNOFFICIAL  
COPY

EXHIBIT 2A  
ORDINANCE NO. 1220

EX-1005

Easement No. 1

An easement for the purpose of constructing and maintaining a water pipeline situated in the southeast quarter of the southeast quarter of Section 9, T 14 N, R 2 W, G&SRB&M, Yavapai County, Arizona, the easement being 15 feet on each side of the centerline described as follows:

Beginning at a point on the north line of said southeast quarter of the southeast quarter from which point a BLM brass cap marking the northeast corner thereof bears east 359.56 feet; thence south 8.86 feet to the beginning of a curve to the right; thence along a 572.96 foot radius curve to the right 72.72 feet to the northerly line of the tract of land described as Parcel No. 10 on Page 12 of Book 512 of the Yavapai County Records; thence 181.89 feet more or less along said curve with the westerly line of a 30-foot wide easement for a water pipeline granted in the year 1948, the westerly line of the easement continuing S 25° 31' W, 91.78 feet to a point on the westerly line of said 1948 easement.

Easement No. 2

Also an easement for the right to occupy a portion of land during the construction of a waterline pipeline on an adjacent easement, said easement being in width lying adjacent to and westerly of the westerly line of the before mentioned 30-foot wide easement granted in the year 1948, the easement being 15 feet on each side of the centerline described as follows:

Beginning at a point from which the point of intersection of the centerline of Easement No. 1 with the westerly line of the 1948 easement bears N 55° 10' W, 15 feet; thence S 34° 50' W, 260.23 feet more or less to the southerly line of the tract of land described as Parcel No. 10 on Page 12 of Book 512 of the Yavapai County Records.

Parcel No. 1

BOOK 1095 PAGE 722

Signed by Robert Kieckhefer  
4/27/1977  
Book 1070 Page 267

An easement for the right to occupy a strip of land during construction of a water pipeline on adjacent easement, said strip being 20 feet in width lying adjacent to and westerly of the westerly line of a part of a 30-foot wide easement for a water pipeline granted in the year 1948, situated in the southeast quarter of the southeast quarter of Section 9, T 14 N, R 2 W, G&SRB&M, Yavapai County, Arizona, said 1948 easement being 15 feet on each side of the centerline described as follows:

Beginning at a point on the north line of said southeast quarter of the southeast quarter from which point a BLM brass cap marking the north-east corner thereof bears east 219.18 feet; thence  $S 34^{\circ} 50' W$ , 628.34 feet to a point on the east line of the tract of land described on Page 841 of Book 923 of the Yavapai County Records; thence  $S 34^{\circ} 50' W$ , 268.08 feet more or less to the north line of Robin Drive, excepting the part of said easement lying outside the boundaries of said tract of land.

PARCEL NO. 2

EXHIBIT "H"

368 NV 2

STATE OF ARIZONA, County of Yavapai **11068** CITY OF PRESCOTT

I do hereby certify that the within instrument was filed and recorded at the request of  
on APR 25 '77 - 9 45 AM at 1010 Official Records Page 264-286  
Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

PATSY C. BENNEY, County Recorder  
By *[Signature]* Deputy



DEED OF EASEMENT  
(Utility Lines)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, paid by the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter called "City", the receipt of said sum being hereby acknowledged, Robert M. Decker

the Grantors herein, grant unto the City, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time, water or sewer mains and pipelines, with the right of ingress and egress to and from the same, across the property of Grantors located in Yavapai County, Arizona, along the line and course hereinafter particularly described.

The City agrees, in consideration of the grant of said Easement, to bury the mains or lines so as not to interfere with the use and enjoyment of the premises by Grantors and to restore the premises to their former condition as nearly as practicable. Grantors agree not to construct any buildings or other improvements over and above the mains or lines.

The Easement hereby given shall cover the below listed description and so much of the premises located on each side thereof as may be necessary for the use of the City in installing and maintaining said mains and lines, but not to exceed fifteen ( 15 ) feet on the east side of the easement centerline and fifteen ( 15 ) feet on the west side of the easement centerline. Zero ( 0 ) feet of this easement taken from the side farthest from easement centerline shall revert to Grantors after completion of initial line or main construction by the City or at the expiration of four ( 4 ) years from the date of the execution of this Deed of Easement, whichever occurs first.

It is agreed that, in the event the City abandons the use of easement for utility purposes, this easement shall cease and the City shall have no further right, title or interest in the above premises by virtue of this easement.

The legal description of this easement is described in Exhibit "A" attached hereto and made a part hereof by reference.

Easement No. 2 of Exhibit "A" does not apply and is included in a separate "Deed of Easement".

383 W-2

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 10th day of December, 1976.

[Signature]  
Robert H. Kieckhefer, Trustee  
GRANTORS

STATE OF ARIZONA  
County of Yavapai

The foregoing Easement was acknowledged before me this 10th day of December, 1976, by Robert H. Kieckhefer, Trustee

[Signature]  
Notary Public

My Commission Expires:  
May 22, 1980

UNOFFICIAL COPY

BOOK 1070 PAGE 265

7-3-1948

EXHIBIT "A"

Owner: Kieckhefer, Robert H. TR

Easement No. 1

An easement for the purpose of constructing and maintaining a water pipeline, situated in the southeast quarter of the southeast quarter of Section 9, T 14 N, R 2 W, G&SRBM, Yavapai County, Arizona, the easement being 15 feet on each side of the centerline described as follows:

Beginning at a point on the north line of said southeast quarter of the southeast quarter from which point a BLM brass cap marking the northeast corner thereof bears east 359.56 feet; thence south 8.85 feet to the beginning of a curve to the right; thence along a 572.96 foot radius curve to the right 72.12 feet to the northerly line of the tract of land described as Parcel No. 10 on Page 12 of Book 512 of the Yavapai County Records; thence 183.39 feet more or less along said curve with the westerly line of a 30 foot wide easement for a water pipeline granted in the year 1948, the westerly line of the easement continuing S 25° 33' W, 91.78 feet to a point on the westerly line of said 1948 easement.

Easement No. 2

Also an easement for the right to occupy a strip of land during construction of a waterline pipeline on an adjacent easement, said strip being 20 feet in width lying adjacent to and westerly of the westerly line of a part of the before mentioned 30-foot wide easement granted in the year 1948, said 1948 easement being 15 feet on each side of the centerline described as follows:

Beginning at a point from which the point of intersection of the centerline of Easement No. 1 with the westerly line of the 1948 easement bears N 55° 10' W, 15 feet; thence S 34° 50' W, 260.23 feet more or less to the southerly line of the tract of land described as Parcel No. 10 on Page 12 of Book 512 of the Yavapai County Records.

303 MAR 7

STATE OF ARIZONA, County of Yavapai **11069**

CITY OF PRESCOTT

I do hereby certify that the within instrument was filed and recorded at the request of \_\_\_\_\_  
on APR 25 1977 9:45 AM at \_\_\_\_\_ 1070 Official Records Page 267-270 serial  
Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

PATSY C. BUNNEY, County Recorder  
By [Signature] Deputy

**DEED OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, paid by the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter called "City", the receipt of said sum being hereby acknowledged,

Robert H. MacKether  
the Grantors herein grant unto the City, its successors or assigns, the right to operate over or use for construction of adjacent water or sewer mains and pipelines, with the right of ingress and egress to and from the same, across the property of Grantors located in Yavapai County, Arizona, along the line and course hereinafter particularly described.

The Easement hereby given shall cover the below listed description and so much of the premises located on a side thereof as may be necessary for the use of the City in installing said mains and lines, but not to exceed twenty ( 20 ) feet. This easement shall revert to Grantors after completion of initial line or main construction by the City or at the expiration of four (4) years from date of the execution of this Deed of Easement, whichever occurs first.

The City agrees, in consideration of the grant of said easement, to restore the premises to their former condition as nearly as practicable.

It is agreed that, in the event the City abandons the use of easement for utility purposes, this easement shall cease and the City shall have no further right, title or interest in the above premises by virtue of this easement.

The course of this easement is described in Easement No. 2 of Exhibit "A" attached hereto and made a part hereof by reference. Easement No. 1 of Exhibit "A" does not apply and is included in a separate "Deed of Easement".

EX-103

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 10th day of December, 1976.

\_\_\_\_\_  
\_\_\_\_\_

  
Robert H. Kieckhefer, Trustee

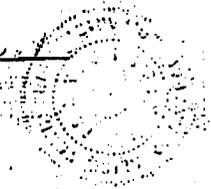
GRANTORS

STATE OF ARIZONA )  
County of Yavapai ) ss.

The foregoing Easement was acknowledged before me this 10th day of December, 1976, by Robert H. Kieckhefer, Trustee.

UNOFFICIAL COPY

  
Notary Public



My Commission Expires: May 22, 1980.

BOOK 1070 PAGE 268

7-AM 88 E

EXHIBIT "A"

Owner: Kieckhefer, Robert H. TR

Easement No. 1

An easement for the purpose of constructing and maintaining a water pipeline situated in the southeast quarter of the southeast quarter of Section 9, T 14 N, R. 2 W, G&SR&M, Yavapai County, Arizona, the easement being 15 feet on each side of the centerline described as follows:

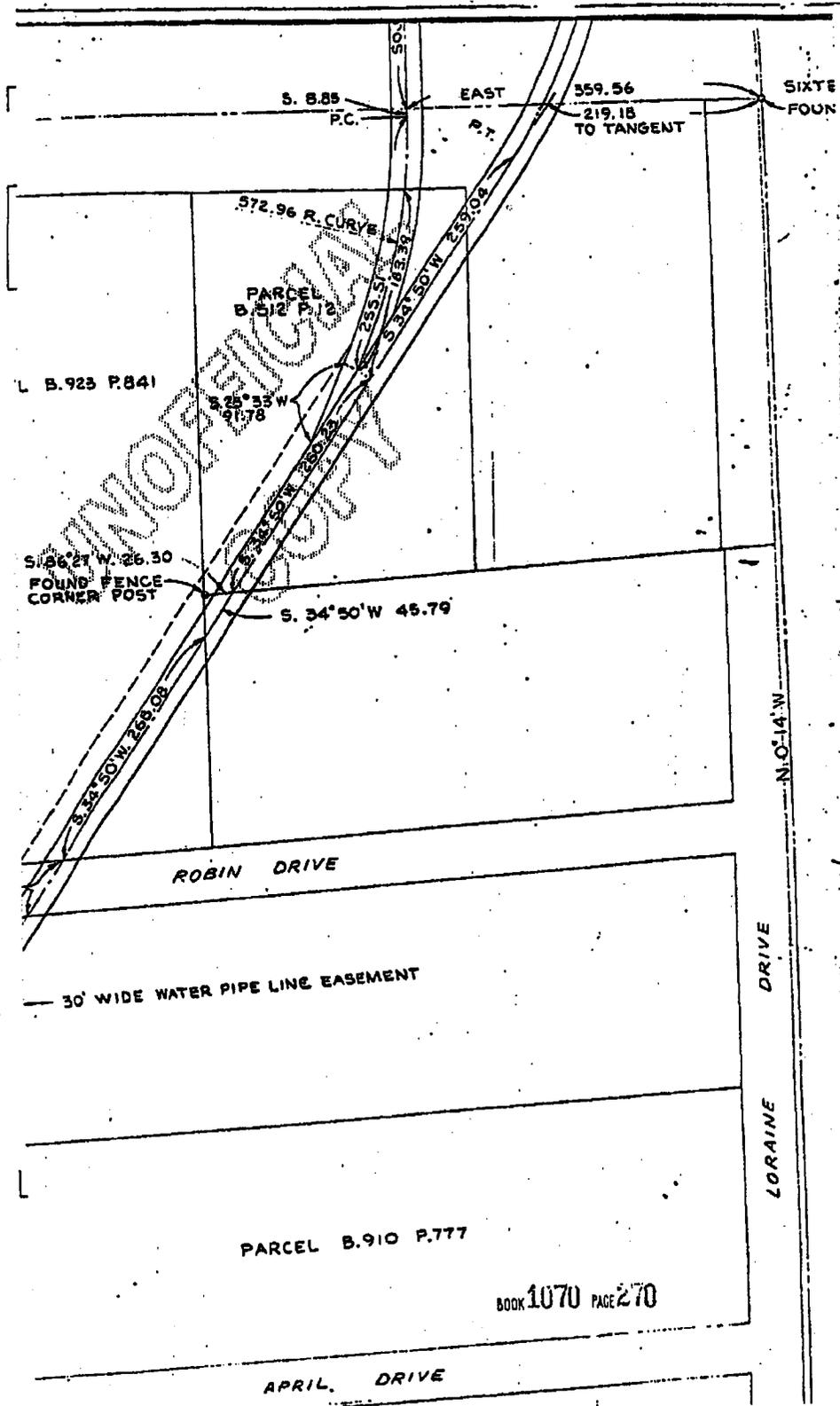
Beginning at a point on the north line of said southeast quarter of the southeast quarter from which point a BLM brass cap marking the northeast corner thereof bears east 359.56 feet; thence south 8.85 feet to the beginning of a curve to the right, thence along a 572.96 foot radius curve to the right 72.12 feet to the northern line of the tract of land described as Parcel No. 10 on Page 12 of Book 512 of the Yavapai County Records; thence 183.39 feet more or less along said curve with the westerly line of a 30 foot wide easement for a water pipeline granted in the year 1948, the westerly line of the easement continuing S 25°.33' W, 91.78 feet to a point on the westerly line of said 1948 easement.

Easement No. 2

Also an easement for the right to occupy a strip of land during construction of a waterline pipeline on an adjacent easement, said strip being 20 feet in width lying adjacent to and westerly of the westerly line of a part of the before mentioned 30-foot wide easement granted in the year 1948, said 1948 easement being 15 feet on each side of the centerline described as follows:

Beginning at a point from which the point of intersection of the centerline of Easement No. 1 with the westerly line of the 1948 easement bears N 55° 10' W, 15 feet; thence S 34° 50' W, 260.23 feet more or less to the southerly line of the tract of land described as Parcel No. 10 on Page 12 of Book 512 of the Yavapai County Records.

7-21-58



BOOK 1070 PAGE 270

EXHIBIT "I"

STATE OF ARIZONA, County of Yavapai—

35718

do hereby certify that the within instrument was filed and recorded at the request of Williams Enterprises  
on NOV 7 80-1 10 PM o'clock Book 1337 Official Records Page 626-627  
Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

PATEX C. JENNEY, County Recorder

By Andrea



DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned, C. E. SHEPPARD and GWEN SHEPPARD, his wife, do hereby give, grant and convey unto W. J. WILLIAMS, an easement and right of way for the construction, operation, maintenance, and repair of a water line and water main, and other utility services, on, across, over and under the property hereinafter described.

The property embraced by this easement shall be fifteen (15) feet in width, lying South of, and adjacent to, the following described line, to-wit:

A public utility easement located in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 9, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at a B.L.M. brass cap monument at the Northeast corner of Lot 2 of said Section 9, from which the Northwest corner of said Lot 2 bears South 87° 08' 10" West, said point being the true point of beginning; thence South 87° 08' 10" West, along the North line of said Lot 2, a distance of 152.88 feet to the end of this description, said point being on the center line of a 14 inch welded steel water pipe line of the City of Prescott.

The Grantee, by accepting this Deed of Easement, covenants and agrees as follows:

A. That the surface of the easement area will be restored to its former condition, as practicable as possible, following the installation of the water main and/or utility services.

B. That this easement shall cease and terminate upon abandonment of the utility services constructed in the easement area.

BOOK 1337 PAGE 626

1020 Sandretto Dr  
Prescott

36

IN WITNESS WHEREOF, the Grantors have hereunto  
executed this Deed of Easement this 2nd day of August,  
1980.

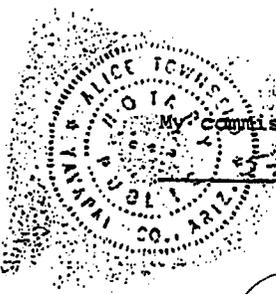
C. E. Sheppard  
C. E. SHEPPARD

Gwen Sheppard  
GWEN SHEPPARD

STATE OF ARIZONA )  
County of Yavapai ) ss

The foregoing Deed of Easement was acknowledged  
before me this 2nd day of August, 1980, by C. E.  
SHEPPARD and GWEN SHEPPARD, his wife.

Alice Townsend  
Notary Public



My commission expires:  
5-22-84

"Unofficial Copy"

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