

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

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, NOVEMBER 23, 2010
3:00 P.M.**

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

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Pastor Cyndi Snowden, Church of Nazarene
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Hanna
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

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

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

I. PROCLAMATION

- A. November 23, 2010 – *Tom Pettit Appreciation Day*

II. PRESENTATION

- A. Summary of upcoming Christmas season activities.

III. CONSENT AGENDA

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

- A. Approval to apply for the 2010 Western Bark Beetle Grant Program.
- B. Acceptance of a grant from the Arizona Department of Transportation – Multimodal Planning Division – Aeronautics Group, in the amount of \$4,906.00 for the Taxiway Charlie Pavement Preservation and Markings project at Ernest A. Love Field.
- C. Award of bid to purchase chlorine tablets for Water Production from Hill Brothers Chemical Company in the amount of \$32,444.39.
- D. Approval of the minutes of the Prescott City Council Workshop of November 2, 2010, the Regular Voting Meeting of November 9, 2010, and the Special Meeting of November 16, 2010.

IV. REGULAR AGENDA

- A. Public Hearing and consideration of a liquor license application from Timothy Shawn Gray, applicant for Pine Cone Inn for a Series 06, All Spirituous Liquor Bar, license for Pine Cone Inn located at 1245 White Spar Road.
- B. Public Hearing and consideration of a liquor license application from Karen Ruth Hough, applicant for Hough Team LLC for a Series 12, Restaurant, license for Roman Ristorante located at 623 Miller Valley Road.
- C. Re-election of members to the City of Prescott Industrial Development Authority.
- D. Courthouse Lighting:
 - 1. Presentation by Friends of Jersey Lilly.
 - 2. Consideration of contribution by the City of Prescott.
- E. Approval of purchase of five 2011 Ford Crown Victoria Police Interceptor vehicles from Five Star Ford and two Chevrolet Tahoe Special Service Vehicles from Lamb Chevrolet, and expenditure of funds regarding emergency vehicle equipment builds for the above vehicles.
- F. Authorization to install a four-way stop at Robinson Drive @ Stetson Road.

G. Assignment and Assumption of Rights – Prescott Lakes:

1. Adoption of Resolution No. 4051-1121 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Assignment and Assumption of Rights and Obligations Pertaining to a Development Agreement, Contract No. 2004-157, with SDC Prescott, L.L.C. thereby assigning the rights and obligations under the existing agreement to EFO/PL Investors, L.L.C., and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
2. Adoption of Resolution No. 4052-1122 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Assignment of Rights Pertaining to the Agreement for Potable Water, Contract No. 2004-151, with SDC Prescott, L.L.C. thereby assigning the rights and obligations under the existing agreement to EFO/PL Investors, L.L.C., and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

H. Approval of a professional services agreement with Civiltec Engineering for engineering services to develop a Master Drainage Study for the Cliff Rose, Black Hawk and Prescott Lakes areas in an amount not to exceed \$93,921.00. (Funded through Yavapai County Flood Control District)

I. Approval of a professional services agreement with Shephard Wesnitzer for engineering services to develop a Master Drainage Study for the Yavapai Hills area in an amount not to exceed \$89,690.00. (Funded through Yavapai County Flood Control District)

V. **ADJOURNMENT**

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

COUNCIL AGENDA MEMO – (11/23/2010)
DEPARTMENT: Fire
AGENDA ITEM: Approval to Apply for the 2010 Western Bark Beetle Grant Program

Approved By:	Date:
Department Head: Bruce Martinez, Fire Chief	
Finance Director: Mark Woodfill, Finance Director	
City Manager: Steve Norwood, City Manager <i>of Hadley</i>	

Background

The Fire Department Wildland Division has become aware of a grant opportunity to help the City maintain a healthy forested environment at Goldwater Lake Park. This grant is specifically designed to assist the City in dealing with the challenges of decreasing forest health brought on by drought, insects and diseases due to over crowding of Ponderosa Pine trees. In 2003 and 2004 the Prescott area experienced the worst outbreaks of tree mortality in recent memory with approximately 10,000 Ponderosa Pine trees being removed within the city limits. The mortality on the Prescott National Forest was much worse with hundreds of thousand of tree succumbing to the bark beetles.

Status

The 2010 Western Bark Beetle Grant Program is nearing a deadline in mid-November. A plan has been developed and would be implemented in FY 2012. The plan would be to hand thin approximately 140 acres of land surrounding Goldwater Lake and returning the area to its natural state of the early 1900's.

Financial

The grant is a 50/50 match program with a total projected cost of \$200,000. This would require a \$100,000 match of City funds for the project.

Recommended Action: MOVE to approve the Grant Application by the Fire Department for the 2010 Western Bark Beetle program.
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Western Bark Beetle Initiative
2010 Grant Application-ASFD

FOR OFFICIAL USE ONLY	
Dollar Amount Requested:	\$100,000
Matching Share:	\$100,000

Applicant Information	
1	Applicant: City of Prescott Fire Department
	Contact Person: Darrell Willis
	Address: 333 White Spar Road
	City/Zip Code: Prescott, AZ 86303
	Phone (Work/Cell): 928.777.1701/928.925.7311
	Email: darrell.willis@prescott-az.gov
	Fax: 928.776.1890

Community At Risk Information			
2	Name of Project:	Goldwater Lake Restoration	
	Community Name:	Prescott	
	County:	Yavapai	Congressional District: 1
	Latitude (decimal degrees):	112.26 59.91	Longitude (decimal degrees): 34.26 53 01

Grant Contributors (Matching Share)							
(Applications will be disqualified if insufficient match is identified; federal dollars DO NOT qualify)							
Please specify each match contributor and the dollar amount of each contribution.							
Please DO NOT show grant requested funds in this table. This is for matching share only.							
3	Contributors: (Please specify)	COP					TOTAL
	Dollars (Hard Match):	\$100,000	\$0	\$0	\$0	\$0	\$100,000
	In-Kind (Soft Match):	\$0	\$0	\$0	\$0	\$0	\$ 0
	TOTAL:	\$100,000	\$ 0	\$ 0	\$ 0	\$ 0	\$100,000

Total Project Expense (break down matching share totals from block three)					
4		Grant Share (\$ Amount Requested)	Match (from block three)		TOTAL
			Dollars	In-Kind	
	Personnel / Labor:	\$90,000	\$90,000	\$0	\$180,000
	Operating:	\$10,000	\$10,000	\$0	\$20,000
	Travel:	\$0	\$0	\$0	\$ 0
	Contractual Services:	\$0	\$0	\$0	\$ 0
	Equipment:	\$0	\$0	\$0	\$ 0
	Indirect Costs:	\$0	\$0	\$0	\$ 0
	TOTAL:	\$100,000	\$100,000	\$ 0	\$200,000

Project Summary (check all that apply and answer related questions)			
What is the duration of this project? (check one) <input type="checkbox"/> One Year <input checked="" type="checkbox"/> Two Years			
Is this a new project? (check one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5	Number of acres to be treated:	140	Estimated cost per acre: \$1,430.00
	Number of communities directly affected by this project: 2		
	Information & Education <input type="checkbox"/>		
	Number of citizens to be reached:		
	Planning <input type="checkbox"/>		
Number of residences affected:		500	

Project Area Description	
All information for the project should fit into the allotted character space provided below. Addendum may be submitted if more space is needed.	
6	<p>Provide a brief overview of the project and the project area. 2000 characters</p> <p>Goldwater Lake is a City owned recreational site 5 miles south of the city. The lake is surrounded on 3 sides by the Prescott National Forest and on the west by the Groom Creek Fire District. The lake is 20 acres in size with 140 acres of land containing Ponderosa Pine. The lake is a major recreational facility for Prescott and the surrounding community with 80,000 to 90,000 visitors each year utilizing the facility. The objectives of the project will be to protect high value Ponderosa Pine trees. Create and maintain a healthy stand of trees by hand thinning to standard utilized by the Prescott National Forest on the boundary of the project. Reduce the threat of bark beetle attacks and tree mortality by thinning to a specification that meets or exceeds the PNF land adjoining the project. Restoring and maintaining a healthy ecosystem by post thinning prescribed fire treatments at 5-7 year intervals. To reduce the threat of a catastrophic wildfire by reducing the density of the tree stand and increasing tree crown distances.</p>

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Scope of Work / Project Timeline

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

7

Provide a brief scope of work which clearly describes how grant funds will be spent: Types of treatments proposed, primary bark beetle(s) & host of concern & any information & education activities. (This should be more specific than the project description) 2000 characters

The Goldwater Lake Restoration Project will include hand thinning green Ponderosa Pine trees based upon a prescription that meets the Prescott National Forest prescription used on PNF land that joins Goldwater Lake on three sides. Thinned materials will be hauled away except for small diameter limbs and needles that will be piled and burned at the appropriate time. Removal of all infested pine trees present as well as treatment of all slash. Finally, a prescribed broadcast burn plan will be implemented utilizing best science on a 5-7 year interval.

Provide a timeline for the project. 2000 characters

July 2010 layout project and mark trees. August-December 2010 conduct hand thinning, piling and removal. December 2011 conduct pile burns. April 2011 conduct first prescribed broadcast burn.

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Interagency Collaboration

8

Specify the private, local, tribal, county, state, federal and/or non-governmental (501(C) (3) organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, funding, etc.).

2000 characters

Arizona Public Service will be invited to take part by utilizing materials for their heating program.
Drake Cement will be invited to take part by utilizing slash for their operations.

Project Longevity / Maintenance

Clearly demonstrate how this project will remain effective over time.

2000 characters

Impliment a program of prescribed fire at 5-7 year intervals.

9

COUNCIL AGENDA MEMO – November 23, 2010
DEPARTMENT: AIRPORT
AGENDA ITEM: Acceptance of a grant from the Arizona Department of Transportation – Multimodal Planning Division – Aeronautics Group in the amount of \$4,906 for the Taxiway Charlie Pavement Preservation and Markings project at Ernest A. Love Field.

Approved By:	Date:
Department Head: Benjamin Vardiman, ACE, Airport Manager	Nov 12, 2010
Finance Director:	
City Manager: Steve Norwood <i>A Hadley</i>	

This is a request to accept an ADOT Grant for \$4,906 to be used for pavement preservation construction of Taxiway C and the installation of required pavement markings.

Background

The Taxiway C Pavement Preservation and Airfield Marking project currently stands at 95% completion. 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 included 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 updated all of the taxiway markings to meet recently enhanced FAA runway safety standards. The update of the markings included 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 also included 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. This project is in its final phases of construction and is anticipated to be completed by the end of November.

Financial

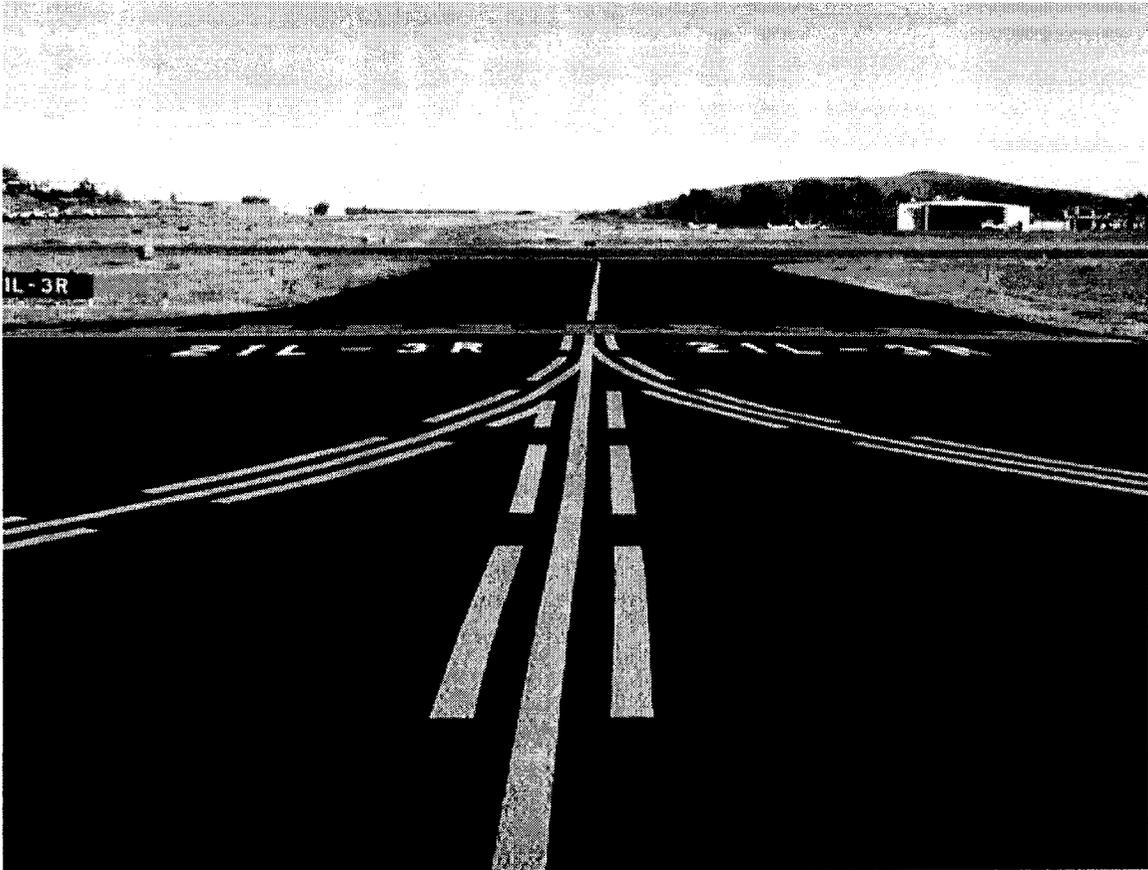
The total project cost is \$196,216.58 and is 95% grant funded (\$186,405.75) by the FAA, 2.5% (\$4,905.00) funded by the City of Prescott and with the acceptance of this grant will be 2.5 % funded (\$4,905.42) by ADOT Aeronautics Division. This project is anticipated to be completed by the end of November.

Recommended Action: Move to accept a grant from the Arizona Department of Transportation – Multimodal Planning Division – Aeronautics Group in the amount of \$4,906 for the Taxiway Charlie Pavement Preservation and Markings project at Ernest A. Love Field and further authorizing the Mayor and City staff to execute any and all related documents.

Agenda Item:

Acceptance of ADOT Grant

At the intersection of Taxiway Charlie and Taxiway Echo looking toward Runway 21L at the 95% completion point.



**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, 20____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Prescott, a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project to **1. Rehabilitate Taxiways A, D, E, and F (enhanced taxiway centerline markings, runway holding position markings, and surface painted hold position signs). 2. Rehabilitate Taxiway C (crack seal, approx. 7,616' x 50' including connecting taxiways, enhanced centerline markings, runway holding position markings, and surface painted hold position signs)** (the "Project"), for the improvement of Ernest A. Love Field (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on September 17, 2010, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: November 19, 2010. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Grant Number E1F20

City of Prescott
Ernest A. Love Field

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be two and one-half percent (2.5 percent) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **four thousand nine hundred and six (\$4,906)**.
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **December 30, 2014**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State the grant or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after May 19, 2010, shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.

- 2) The Sponsor now has on deposit, or is in a position to secure _____ Dollars (\$_____), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

(enter local funding type and location)

- 3) The Sponsor hereby designates _____, _____
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **866000257 09**
Sponsor Vendor Address: **City of Prescott**
6546 Crystal Lane
Prescott, Arizona 86301

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

Grant Number E1F20

City of Prescott
Ernest A. Love Field

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

SPONSOR:

City of Prescott
Ernest A. Love Field

By: _____

Title: Jennifer Toth, Director

Date: _____

By: _____

Title: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

Grant Number E1F20

City of Prescott
Ernest A. Love Field

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

Grant Number E1F20

City of Prescott
Ernest A. Love Field

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

Grant Number E1F20

City of Prescott
Ernest A. Love Field

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
 - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Grant Number E1F20

City of Prescott
Ernest A. Love Field

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

Grant Number E1F20

City of Prescott
Ernest A. Love Field

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

Grant Number E1F20

City of Prescott
Ernest A. Love Field

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Grant Number E1F20

City of Prescott
Ernest A. Love Field

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One
Design/Construction Project Description and Funding Allocation**

Detailed Project Description:

1. Rehabilitate Taxiways A, D, E, and F (enhanced taxiway centerline markings, runway holding position markings, and surface painted hold position signs). 2. Rehabilitate Taxiway C (crack seal, approx. 7,616' x 50' including connecting taxiways, enhanced centerline markings, runway holding position markings, and surface painted hold position signs) (AIP 31)

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$	\$	\$	\$

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$4,906

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2010	\$	\$	\$	\$	\$	\$
2011	\$	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2010	\$	\$	\$	\$	\$	\$
2011	\$	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

**Schedule Three
Design/Construction Project Milestones**

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

<u>Design/Construction Milestone Schedule</u>					
Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval					
Issue Invitation for Bids					
Submit Bid Tab for State Review/Approval					
Award Construction Contract/Submit to the State					
Construction Phase					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

COUNCIL AGENDA MEMO – November 23, 2010
DEPARTMENT: Public Works
AGENDA ITEM: Award of bid to purchase chlorine tablets for Water Production from Hill Brothers Chemical Company in the amount of \$32,444.39

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

Item Summary

Approval of this item will award a 36 month purchase contract for chlorine tablets to Hill Brothers Chemical Company utilizing Bid No. 11WWT0001 for PPG ACCUTAB dry chlorine tablets.

Background

All City water production wells are equipped with PPG brand chlorinators. PPG brand ACCUTAB chlorine tablets are the only product authorized by the manufacturer for use in the chlorinators.

On November 4, 2010, sealed bids were opened for the purchase of PPG brand chlorine tablets. One bid was received from Hill Brothers Chemical Company. Chlorine tablets are utilized to disinfect the City's drinking water at all well sites. The current average demand for chlorine tablets is approximately 13,800 pounds annually. PPG chlorine tablets are delivered in lots of 1,320 pounds (1 pallet of 24 pails each weighing 55 pounds) and stored on site for regular distribution to the individual wells. Purchases are made as needed based upon water demand and reserve inventory. The material is sensitive to temperature and cannot be stored for extended periods without degradation of chemical quality. Accordingly, multiple deliveries are required throughout the year in lots of 2,640 lbs. (2 pallets) in cool weather and 1,320 lbs. (1 pallet) in warm weather

One bid was received in response to the formal notice inviting bids:

Bidder	Location	Total Bid	Delivery
Hill Brothers Chemical Company	21620 N. 19 th Ave. Phoenix, AZ	\$32,444.39 13,800 lbs @ (\$2.351/lb)	Bi-weekly

The bid price of \$3,103.38 per pallet (1,320 lbs.) includes PPG chlorine tablets, tax, and delivery. The contract contains a provision for extending the term for two additional one-year periods subject to mutual agreement of the parties.

Agenda Item: Award of bid to purchase chlorine tablets for Water Production from Hill Brothers Chemical Company in the amount of \$32,444.39

Budget

FY 11 funding for the purchase of the chlorine tablets is budgeted in the operations budget for Water Production, account number 2-910-250.

Recommended Action: **MOVE** to award Bid No. 11WWT0001 to Hill Brothers Chemical Company, Phoenix, AZ, in the amount of \$32,444.39 for PPG ACCUTAB dry chlorine tablets.

COUNCIL AGENDA MEMO -11/23/10

DEPARTMENT: City Clerk

AGENDA ITEM: Public Hearing and consideration of a liquor license application from Timothy Shawn Gray, applicant for Pine Cone Inn for a Series 06, All spirituous Liquor Bar license for Pine Cone Inn located at 1245 White Spar Road.

Approved By:	Date:
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Department Head: Elizabeth A. Burke	11/23/10
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Finance Director: Mark Woodfill	11/23/10
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City Manager: Steve Norwood <i>SHadley</i>	11/23/10
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A Liquor License Application, City No. 11-169, State No. 0613005, has been received from Timothy Shawn Gray, Applicant for Pine Cone Inn for a Series 06, All Spirituous Liquor Bar license for **Pine Cone Inn** located at 1245 White Spar Road.

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

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

Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 0613005, for a new Series 06, All Spirituous Liquor Bar, for Timothy Shawn Gray applicant for Pine Cone Inn located at 1245 White Spar Road.

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

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

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

Historical Note

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

**ARIZONA STATE LIQUOR LICENSES
TYPES / PURPOSES
AS OF 09/10**

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.

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.

SERIES 02L -- Limited Out-of-State Winery Application License

Allows an out-of-state winery to sell 50 cases of wine or less per calendar year and ship the wine into the state to an Arizona licensed wholesaler.

SERIES 02L -- Limited Out-of-State Domestic Farm Winery Application License

Allows an out-of-state domestic winery within or outside of the U.S. to produce less than 20,000 gallons of wine annually and ship the wine into the state to a licensed wholesaler.

SERIES 02L -- Limited Out-of-State Domestic Microbrewery Application License

Allows an out-of-state domestic microbrewery within or outside of the U.S. to ship beer into the state to a licensed Arizona wholesaler.

SERIES 03 -- Domestic Microbrewery License

Allows the licensee of a microbrewery to manufacture or produce at least 5,000 gallons but less than 310,000 gallons of beer annually.

SERIES 04 -- Wholesaler's License

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

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.

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.

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.

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.

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.

SERIES 09S -- Liquor Store (Sampling) License

Allows either a new liquor store applicant or one holding an existing liquor store license to apply for sampling privileges, with conditions.

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.

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.

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.

SERIES 13 -- Domestic Farm Winery License

Allows a domestic farm winery licensee to manufacture or produce more than 200 gallons, but less than 40,000 gallons on wine annually.

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.

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.

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.

SERIES 17 -- Direct Shipment License

Allows an out-of-state producer, exporter, importer, or rectifier, blender or other producer of spirituous liquor 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 -11/23/10
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from Karen Ruth Hough, applicant for Hough Team LLC for a Series 12, Restaurant license for Roman Ristorante located at 623 Miller Valley Road.

Approved By:	Date:
Department Head: Elizabeth A. Burke	11/23/10
Finance Director: Mark Woodfill	11/23/10
City Manager: Steve Norwood <i>J Hadley</i>	11/23/10

A Liquor License Application, City No. 11-170, State No. 12133473, has been received from Karen Ruth Hough, Applicant for Hough Team LLC for a Series 12, Restaurant License for **Roman Ristorante** located at 623 Miller Valley Road.

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

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

<p>Recommended Action: (1) MOVE to close the Public Hearing, and (2) MOVE to approve/deny State Liquor License Application No. 12133473, for a new Series 12, Restaurant, for Karen Ruth Hough applicant for Roman Ristorante located at 623 Miller Valley Road.</p>

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).

**ARIZONA STATE LIQUOR LICENSES
TYPES / PURPOSES
AS OF 09/10**

SERIES 01 -- In-State Producer's License

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

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COUNCIL AGENDA MEMO – 11/23/2010

DEPARTMENT: City Council

AGENDA ITEM: Re-election of members to the City of Prescott Industrial Development Authority

Approved By:

Date:

Council Appointment Committee:

Councilwoman Suttles and Councilmen Blair and Hanna

11/17/2010

Finance Director: Mark Woodfill

City Manager: Steve Norwood

Item Summary

The terms of the following three members of the Prescott Industrial Development Authority expire this month:

Lon McAnally	Reappointed 11/2004
Jesse Thomas	Reappointed 11/2004
Dan Tokar	Reappointed 11/2004

All three of these members have indicated an interest and willingness to continue serving and the Council Appointment Committee recommends their reappointments.

Background

The Industrial Development Authority was established pursuant to A.R.S. Title 9, Chapter 11 and Title 35, Chapter 701, which authorizes IDA's and prescribes their powers, duties and procedures for cooperation with local government bodies. Resolution No. 1022 was adopted on November 11, 1974 which approved the formation of the Industrial Development Authority for the City of Prescott and the Articles of Incorporation were approved for the non-profit corporation.

The Authority consists of nine Board of Directors serving for six-year staggered terms which are elected by the Mayor and Council. The purpose of the Authority is to assist the City of Prescott in the development and financing of industry within its corporate limits.

Recommended Action: **MOVE** to accept Council Appointment Committee recommendation to re-elect Lon McAnally, Jesse Thomas and Dan Tokar, terms to expire November 2016.

COUNCIL AGENDA MEMO – 11/23/2010	
DEPARTMENT:	Tourism
AGENDA ITEM:	Approval of Payment to Prescott Chamber of Commerce for Annual Courthouse Lighting

Approved By:	Date:
Department Head: Don Prince, Director of Tourism	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	

Background

The City of Prescott has contributed funds to the Prescott Chamber of Commerce for several years to enhance the annual Courthouse Lighting from bed tax receipts. When the bed tax rate was increased from 2% to 3% in FY2008, Council agreed to contribute up to 5% of bed tax receipts to this annual event.

CURRENT STATUS

As Council is aware, Bed Tax revenues are spent down each year as funds become available. Currently, fund revenue is about 2.9% higher through August 2010, compared to fiscal year-to-date August 2009. While there was \$30,000 budgeted this year, 5% of the bed tax receipts would equal \$23,049.

<p>Recommended Action: MOVE to approve payment of \$_____ to the Prescott Chamber of Commerce to be used for the Annual Courthouse Lighting in December 2010.</p>

COUNCIL AGENDA MEMO – 11/23/2010
DEPARTMENT: POLICE
AGENDA ITEM: Recommendation for Council to approve the purchase of five (5) 2011 Ford Crown Victoria Police Interceptor (CVPI) vehicles from Five Star Ford, Scottsdale, AZ., and two (2) Chevrolet Tahoe Special Service Vehicles (SSV) from Lamb Chevrolet, Prescott, AZ. Additionally, recommendation for Council to approve expenditure of funds regarding emergency vehicle equipment builds for the vehicles described above.

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

Summary:

In response to the City's request for proposal, Five Star Ford, Scottsdale, AZ, submitted a bid of \$150,509.90 regarding the purchase of five CVPI vehicles. This bid represents the lowest of the three received, and meets all specifications and requirements set forth by our Department.

Also in response to this request for proposal, Lamb Chevrolet, Prescott, AZ, submitted a bid of \$60,470.70 regarding the purchase of two Tahoe SSV vehicles. This bid represents the lowest of the seven received, and meets all specifications and requirements set forth by our Department.

In a separate request for proposal, First In, Inc, Phoenix, Arizona, submitted a bid of \$132,486.96 regarding emergency equipment builds for all vehicles described above. This bid represents the lowest of three received, and meets all specifications and requirements set forth by our Department.

Background:

Included in this year's City of Prescott budget are funds for the Police Department to purchase five new CVPI vehicles and two Special Service vehicles to replace aging vehicles currently being used for police patrol operations. Current vehicles are at or approaching 100,000 miles, and are becoming unreliable for emergency operations.

To facilitate purchase of these vehicles, a request for proposal was established by the City during August 2010. As result of this solicitation, bids were received from seven dealerships. Of the bids that met required specifications, the bid received from Five Star Ford, as detailed below, was the lowest per unit for the CVPI vehicles, and Lamb Chevrolet was the lowest for the Special Service vehicles.

AGENDA ITEM: Recommendation for Council to approve the purchase of five (5) 2011 Ford Crown Victoria Police Interceptor (CVPI) vehicles from Five Star Ford, Scottsdale, AZ., and two (2) Chevrolet Tahoe Special Service Vehicles (SSV) from Lamb Chevrolet, Prescott, AZ. Additionally, recommendation for Council to approve expenditure of funds regarding emergency vehicle equipment builds for the vehicles described above.

Price Per Vehicle

2011 Ford Crown Victoria Police Interceptor Vehicle	\$ 24,736.74
Ford Extended Premium Care Service Plan	\$ 2,275.00
Active Fire Suppression System	\$ 2,786.27
Silicone Hoses	\$ 303.97

TOTAL (WITH TAX):	\$ 30,101.98
TOTAL PURCHASE:	\$ 150,509.90

2011 Chevrolet Tahoe Special Service Vehicle (Including extended service plan)	TOTAL (WITH TAX):	\$ 30,235.35
	TOTAL PURCHASE:	\$ 60,470.70

To facilitate purchase and installation of required emergency vehicle equipment, a request for proposal was established by the City during October 2010. As result of this solicitation, bids were received from Arizona Emergency Products, Creative Communications, and First In, Inc. All bids received met required specifications; however, the bid received from First In, Inc, as described below, was the lowest.

All parts and materials for (5) 2011 Ford Crown Victoria Police Interceptor Vehicles	\$ 82,787.00
All parts and materials for (2) 2011 Chevrolet Tahoe Vehicles	\$ 32,664.80
All labor for installation	\$ 6,300.00

TOTAL (WITH TAX):	\$ 132,486.96
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Financial Impact:

The total cost of the five CVPI vehicles, including an extended service plan, is \$150,509.90. The total cost of the two SSV vehicles is \$60,470.70. Accordingly, the total vehicle purchase cost will be \$210,980.60.

The total cost of equipment, hardware, miscellaneous parts, and installation of emergency equipment for all vehicles will be \$132,486.96.

Total project costs will be \$343,467.56. The Prescott City Council has approved funding in the FY 2011 budget to cover the purchase of vehicles and installation of emergency equipment.

Recommended Action: (1) **MOVE** to approve purchase of the vehicles described above from Five Star Ford, Scottsdale, and Lamb Chevrolet, Prescott, for a total amount of \$210,980.60; and (2) **MOVE** to approve expenditure of \$132,486.96 to First In, Inc, Phoenix, Arizona, for emergency vehicle equipment builds relating to the vehicles described above.

COUNCIL AGENDA MEMO – November 23, 2010
DEPARTMENT: Public Works
AGENDA ITEM: Authorization of four-way stop at Robinson Drive @ Stetson Road.

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

Item Summary

This item is presented for Council decision on installing a new four-way stop installation on Robinson Drive @ Stetson Road which currently operates in a two-way configuration. As a result of a request from an area resident who had a concern over the existing traffic control, staff conducted a multi-way stop warrant study (attached) which indicated that none of the traditional warrants based on traffic volume and collisions were met. However, the location does meet an option for installation based on the limited sight distance which is present on the northwest corner, caused by the existing landscaping (large shrub) and fence located on private property. The stop installation would mitigate the sight distance concerns by stopping north and southbound traffic on Robinson Drive allowing drivers to turn left from Stetson Drive once cross traffic stops. If the 4-way stop is approved two (2) new stop signs, and four (4) "all-way" placards would be installed along with new stop bars on Robinson Drive.

Staff Recommendation: *As an option under the MUTCD Council may direct Installation of a four-way stop to alleviate sight distance issues at this location.*

Project Schedule

If approved the multi-way stop installation would be completed by City crews by late December 2010.

Budget

The cost of this improvement would be minimal and would be paid for from existing operating budgets of Transportation Services Division and Field Operation Department.

- Attachments**
- Location map
 - Four-Way Stop Evaluation for Robinson Drive @ Stetson Road

Recommended Action: MOVE to approve the installation of a four-way stop at Robinson Drive @ Stetson Road.

TRAFFIC ENGINEERING REPORT

FOUR-WAY STOP EVALUATION FOR ROBINSON DR AT STETSON RD

NOVEMBER, 2010

BACKGROUND

The intersection of Robinson Dr. and Stetson Rd. is located in a residential area south of Gurley St., with both streets having a 25 mph speed limit. Traffic is controlled on Stetson Rd. through the use of stop signs while Robinson Dr. traffic does not stop. A local resident had concerns regarding sight distance at this intersection, and requested a study to determine if a multi-way stop is warranted at the location, as a result City staff conducted an engineering investigation.

TRAFFIC ENGINEERING INVESTIGATION

A number of factors were investigated for this report. They include the existing posted speed, speed, alignment, width, sight distance, volume, crash data and roadside development. A discussion for each of these factors follows.

Posted Speed

The speed limit for both Robinson Dr. and Stetson Rd. is 25 mph.

Alignment

Robinson Dr., through the intersection of Stetson Rd. jogs to the east in an "S" configuration. It is offset by approximately 50'. The roadway in this area rises slightly in elevation as you travel S/B. Stetson Rd. is on a straight alignment to the east and west, and is fairly level through the intersection.

Width

Robinson Dr. has a ROW of 45' to the north of the intersection with a road width of 39'. The ROW south of the intersection is 56', with a road width of 32'. There are two through lanes (one in each direction) with a double yellow centerline stripe. Parking is not allowed on either side of the street on the pavement. Stetson Rd. has a ROW of 48' to the east of the intersection with a road width of 24'. The ROW to the west of the intersection is 56', with a road width of 32'. There are two through lanes (one in each direction) with no yellow centerline stripe. Parallel parking is allowed on both sides of the street. All streets have vertical curbs and gutter through the intersection.

Sight Distance

The sight distance for traffic traveling north and south bound on Robinson Dr is adequate to see through the intersection. For traffic traveling S/B on Robinson Dr. the road jogs to the east and raises slightly in elevation. Stetson Rd is straight and level, but because of the jog in Robinson to the east, sight issues arise. E/B traffic on Stetson Rd has only an 85' sight distance visibility to see N/B traffic. This is due to landscaping and fencing on private property that is on the edge of the road. If landscaping were to be trimmed lower the sight distance could be improved to 120', however this is still inadequate as it is less than the required 150' required for safe stopping distance at 25 MPH. W/B traffic on Stetson has 110' of sight distance to see S/B traffic on Robinson Dr., due to a large tree and raised yard area from the residence on the NE corner. Those obstructions are also on private property. There are no sidewalks, no marked crosswalks and no stop bars.

Traffic Volumes

Traffic volumes were collected on Friday 11-12-10 with the following results

Robinson Dr:	N/B: 768	Stetson Rd.:	E/B: 224
	<u>S/B: 1,487</u>		<u>W/B: 789</u>
	2,255		1,013

Highest 8 hour combined volume
(Major street, both directions)

Highest 8-hour combined volume
(Minor street, both directions)

<u>Time:</u>	<u>Volume:</u>	<u>Time</u>	<u>Volume:</u>
11:00	150	11:00	72
12:00	152	12:00	70
13:00	151	13:00	93
14:00	161	14:00	78
15:00	195	15:00	61
16:00	190	16:00	102
17:00	199	17:00	87
<u>18:00</u>	<u>128</u>	<u>18:00</u>	<u>66</u>
Average:	166	Average:	79

Collision Data

Reviewing traffic collision reports for the past five calendar years from January 1, 2006 to November of 2010 for the intersection of Robinson Dr. and Stetson Rd., it was discovered that there were no collisions susceptible to correction by a multiway stop installation.

Roadside Development

The existing development can be summarized in the following manner:

- Development around the intersection of Robinson Dr. and Stetson Rd. consists of single family residences and small apartment complexes.

ANALYSIS

- The “Multi-way Stop” installation is useful as a safety measure at some locations. It should ordinarily be used only where the volume of traffic on the intersecting roads is approximately equal. The posting of an intersection for four-way stop control should be based on factual data, furthermore because it causes a substantial inconvenience to motorists, it should be used only where warranted. Any of the following conditions may warrant a multi-way STOP sign installation.

<u>Warrant Met/Not Met:</u>	<u>Warrant Description</u>
Not Met	A. Where traffic signals are warranted and urgently needed, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the signal installation.
Not Met	B. An accident problem, as indicated by five or more reported accidents of a type susceptible to correction by a multi-way stop installation in a 12-month period
Not Met	C. Minimum traffic volumes: 1) The total vehicular volume entering the intersection from the major approach must average at least 300 vehicles per hour for 8 hours of an average day, and, 2) The combined vehicular and pedestrian volume from the minor street must average at least 200 units per hour for the same 8 hours, with an average delay to minor street traffic of at least 30 seconds per vehicle during the maximum hour. 3) If the 85 th -percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.

Not Met D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Met Option E: Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.

As seen above this location does not meet any of the traditional warrants set forth in the Manual on Uniform Traffic Control Devices (MUTCD) for a multi-way stop installation. It does however meet Option E because overgrown landscaping on private property and the road alignment limits sight distance below the required minimum safe stopping distance.

ROBINSON DR. @ STETSON RD. 4-WAY STOP

ROBINSON DRIVE

STETSON ROAD

INSTALL R1-1 STOP
SIGNS & POSTS



INSTALL NEW
R1-1 30" X 30"
"STOP SIGNS" +
PLACARDS ON
ROBINSON DRIVE
@ STETSON ROAD

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



Legend

	Current Features
	Address
	LAKES
	Streams
	Golf Course
	FAIRWAY
	GREEN
	TEE
	Parks

This document is a public representation only of data available in the City of Prescott database. The City of Prescott assumes no responsibility for any errors.

COUNCIL AGENDA MEMO – (November 23, 2010)
DEPARTMENT: Legal Department
AGENDA ITEM: Resolution approving an Assignment and Assumption of Rights and Obligations pertaining to a Development Agreement with SDC Prescott, L.L.C., thereby assigning the rights to EFO/PL Investors, L.L.C., regarding property in the Prescott Lakes master planned community.

Approved By:	Date:
Department Head: Gary D. Kidd	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	

Item Summary

The City entered into an Amended and Restated Development Agreement ("Development Agreement") on September 21, 2004 with SDC Prescott, L.L.C. and other parties pertaining to property in the Prescott Lakes master planned community. This matter relates to a sale from SDC Prescott, L.L.C. to EFO/PL Investors, L.L.C., and the assignment of such Development Agreement. The sale was consummated in April of this year and escrow has closed. A remaining item to the above-referenced transaction is the City of Prescott's consent thereto to the Assignment and Assumption of Rights and Obligations Under the Development Agreement attached hereto as Exhibit "A".

An Agreement for Potable Water was entered into by the City on September 4, 2004 and simultaneously with the presentation of this agenda item, consent to the Assignment of the Rights Under Agreement for Potable Water by SDC Prescott, L.L.C. to EFO/PL Investors, L.L.C. is also sought.

This item was pulled from the agenda at the October 26, 2010, City Council meeting due to questions that arose. A letter from the applicant is attached indicating the support of the Prescott Lakes Community Association. Additionally, a representative of the applicant will be at the meeting to answer any questions.

Attachments-

- 1) Assignment and Assumption of Rights and Obligations Under Development Agreement.
- 2) Resolution No. 4051-1121

Recommended Action: MOVE to adopt Resolution No. 4051-1121.
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RESOLUTION NO. 4051-1121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS PERTAINING TO A DEVELOPMENT AGREEMENT, CONTRACT NO. 2004-157, WITH SDC PRESCOTT, L.L.C. THEREBY ASSIGNING THE RIGHTS AND OBLIGATIONS UNDER THE EXISTING AGREEMENT TO EFO/PL INVESTORS, L.L.C., AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City, EFO/PL Investors, L.L.C., and SDC Prescott, L.L.C., together with certain other parties, are parties to an Amended and Restated Development Agreement, Contract No. 2004-157 ("Development Agreement") governing the development within the Prescott Lakes master planned community; and

WHEREAS, SDC Prescott, L.L.C., an Arizona limited liability company, is the second beneficiary of the First American Title Trust No. 4999, which is the owner of certain real property located in the Prescott Lakes master planned community described on Exhibit "A" attached hereto and is subject to the Development Agreement which was recorded in the Official Records of Yavapai County, Arizona at Book 4189, Page 338 on September 21, 2004.; and

WHEREAS, in connection with its conveyance of its interest in the Trust to EFO/PL Investors, L.L.C., an Arizona limited liability company ("EFO/PL"), SDC has assigned to EFO/PL all rights and obligations pursuant to the Development Agreement; and

WHEREAS, the parties seek the City of Prescott's approval and consent to the attached Assignment and Assumption of Rights and Obligations Under Development Agreement.

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 and consents to the attached Assignment and Assumption of Rights and Obligations Under Development Agreement (between SDC Prescott, L.L.C. and EFO/PL Investors, L.L.C., recorded September 21, 2004, in Book 4189, Page 338 of the Official Records of the Yavapai County Recorder), and approves the Assignment thereof as set forth in Exhibit "A" hereto.

SECTION 2. THAT the Mayor and Staff are hereby authorized to execute the attached Assignment and Assumption of Rights and Obligations Under Development 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 23rd day of November, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney



COMMUNITY ASSOCIATION

November 17, 2010

City of Prescott,

The Prescott Lakes Community Association supports the approval of the attached Council Resolution 4051-1121, pertaining to the SDC to EFO transfer of legal obligations. This is a housekeeping matter which documents the transfer of the SDC water rights and other legal rights and obligations to a 'Successor', as described in the 2004 Development Agreement. The Prescott Lakes neighborhoods involved in this action are Brookside, Lakeside, Pinnacle III, and Pinnacle IV, which were previously referred to as Golden Heritage and later SunCor neighborhoods.

The transfer of Financial Assurances with the City have already occurred which will ensure any remaining infrastructures (i.e. streets, sidewalks, sewer, water, drainage, etc.) will be completed as construction continues with a new builder. The Prescott Lakes HOA is currently working with EFO and a potential builder to restart construction in these neighborhoods. We recommend approval of this resolution so the rights and obligations related to these neighborhoods are properly assigned.

Thank you

George Sheats

Chair – Architectural Review Committee

Prescott Lakes Community Association

F. Assignment and Assumption of Rights – Prescott Lakes:

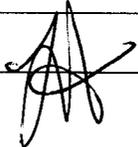
- 1. Adoption of Resolution No. 4051-1121 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Assignment and Assumption of Rights and Obligations Pertaining to a Development Agreement, Contract No. 2004-157, with SDC Prescott, L.L.C. thereby assigning the rights and obligations under the existing agreement to EFO/PL Investors, L.L.C., and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.**

ACTION: Tabled.

COUNCIL AGENDA MEMO – (November 23, 2010)

DEPARTMENT: Legal Department

AGENDA ITEM: Resolution approving an Assignment of Rights pertaining to agreement for Potable Water with SDC Prescott, L.L.C., thereby assigning the rights to EFO/PL Investors, L.L.C., regarding property in the Prescott Lakes master planned community.

Approved By:		Date:
Department Head: Gary D. Kidd		
Finance Director: Mark Woodfill		
City Manager: Steve Norwood		

Item Summary

The City entered into an Agreement for Potable Water dated September 4, 2004 with SDC Prescott, L.L.C. and other parties for the rights pertaining to the Potable Water in the Prescott Lakes planned community. This matter relates to a sale from SDC Prescott, L.L.C., to EFO/PL Investors, L.L.C. and the assignment of such rights. The sale was consummated in April of this year and escrow has closed. A remaining item to the above-referenced transaction is the City of Prescott's consent thereto to the Assignment Agreement attached hereto as Exhibit "A".

A Development Agreement was entered into by the City on September 21, 2004 and simultaneously with the presentation of this agenda item, consent to the Assignment of the Amended and Restated Development Agreement by SDC Prescott, L.L.C. to EFO/PL Investors, L.L.C. is also sought.

This item was pulled from the agenda at the October 26, 2010, City Council meeting due to questions that arose. A representative of the applicant will be at the meeting to answer any questions.

Attachments-

- 1) Assignment of Rights Under agreement for Potable Water.
- 2) Resolution No. 4052-1122

Recommended Action: MOVE to adopt Resolution No. 4052-1122.

RESOLUTION NO. 4052-1122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN ASSIGNMENT OF RIGHTS PERTAINING TO THE AGREEMENT FOR POTABLE WATER, CONTRACT NO. 2004-151, WITH SDC PRESCOTT, L.L.C. THEREBY ASSIGNING THE RIGHTS AND OBLIGATIONS UNDER THE EXISTING AGREEMENT TO EFO/PL INVESTORS, L.L.C., AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City, EFO/PL Investors, L.L.C., and SDC Prescott, L.L.C. together with certain other parties, are parties to an Agreement for Potable Water, Contract No. 2004-151, more particularly described as Agreement for Potable Water dated September 4, 2004, in Book 4189, Page 340 of the Official Records of Yavapai County, Arizona; and

WHEREAS, SDC Prescott, L.L.C., an Arizona limited liability company, is the second beneficiary of the First American Title Trust No. 4999, which is the owner of certain real property described on Exhibit "A" attached hereto located in the Prescott Lakes master planned community; and

WHEREAS, in connection with its conveyance of its interest in the Trust to EFO/PL Investors, L.L.C., an Arizona limited liability company ("EFO/PL"), SDC has assigned to EFO/PL all rights to the provision of potable water for the Property which SDC acquired from City of Prescott pursuant to the Water Agreement; and

WHEREAS, the parties seek the City of Prescott's approval and consent to the attached Assignment of Rights.

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 Assignment of Rights Under Agreement for Potable Water (between SDC and EFO/PL Investors, L.L.C. which SDC acquired from City of Prescott, pursuant to the Water Agreement recorded September 4, 2004, in Book 4189, Page 340 of the Official Records of the Yavapai County Recorder), and approves the Assignment thereof as set forth in Exhibit "A" hereto.

SECTION 2. THAT the Mayor and Staff are hereby authorized to execute the attached Assignment of Rights Under Agreement for Potable Water 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 23rd day of November, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – November 23, 2010
DEPARTMENT: Public Works
AGENDA ITEM: Approval of a professional services agreement with Civiltec Engineering for engineering services to develop a Master Drainage Study for the Cliff Rose, Black Hawk and Prescott Lakes areas in an amount not to exceed \$93,921.00.

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>J. Hadley</i>	

Item Summary

This item is to approve a professional services agreement with Civiltec Engineering for the engineering analysis, preparation and submittal of a Master Drainage Study for the Cliff Rose, Black Hawk and Prescott Lakes areas. The detailed study will include performing filed surveys and topographic data verification, hydrologic and hydraulic analysis, project identification and preliminary design, report development, public outreach, meetings and coordination.

Background

On August 31, 2010 the City Council approved an Intergovernmental Agreement, (Resolution No. 4044-1114), with the Yavapai County Flood Control District for the acceptance of FY11 funding in the amount of \$728,796.00 to be used by the City for drainage improvement projects located in the Yavapai County portion of the City. Projects include Yavapai Hills, Cliff Rose and surrounding areas, and various other locations throughout the City.

The Master Drainage Plans are an essential part of the City's Stormwater Management Program for drainage systems within Prescott. The Cliff Rose/Blackhawk/Prescott Lakes Area Master Plan project will identify multiple project areas and include: 1) inventory of existing drainage system improvements; 2) an analysis of deficiencies; 3) priorities for correction of deficiencies for future capital improvement projects; and 4) public outreach through HOA and neighborhood participation. Improvements will include expanding existing and constructing new drainage infrastructure as determined appropriate.

Several potential improvements within the Cliff Rose/Blackhawk/Prescott Lakes area have been identified by staff and residents as a result of the August 27, 2010 storm event. These potential improvements along with others will be investigated through the development of the Master Plan. Prioritization of the design and construction for the identified areas will be developed pending future funding through the Yavapai County Flood Control District.

Agenda Item: Approval of a professional services agreement with Civiltec Engineering for engineering services to develop a Master Drainage Study for the Cliff Rose, Black Hawk and Prescott Lakes areas in an amount not to exceed \$93,921.00.

Procurement of Engineering Services

On September 30, 2010, the City received twelve (12) Statements of Qualification for this publicly advertised project. Pursuant to professional services selection procedures, staff ranked the individual firms based on their submittals. Civiltec Engineering was the top ranked firm for this contract. Subsequently the scope of services and fee were successfully negotiated.

Project Schedule

Commence	November 24, 2010
Complete Submittal	July 1, 2011

Budget

FY 11 funding is available for this project through the IGA with the Yavapai County Flood Control District. (Budget Account No. 2157810-11014)

Attachments

- Exhibit A - Study Limits Map
- Exhibit B - Scope of Services

Recommended Action: **MOVE** to approve a Professional Services Agreement with Civiltec Engineering for engineering services to develop a Master Drainage Study for the Cliff Rose, Black Hawk and Prescott Lakes areas in an amount not to exceed \$93,921.00.



Civil Engineers and Land Surveyors
Prescott Phoenix Monrovia

November 6, 2010

Mr. Greg Toth, P.E.
City of Prescott Drainage Engineer
Prescott Public Works Department
433 N. Virginia Street
Prescott AZ 86302

Subject: Scope of Services for Professional Engineering and Surveying Services for Drainage Master Planning Services for the Cliffrose/Blackhawk/Prescott Lakes areas.

Dear Greg:

We are excited to embark on this Area Drainage Master Plan Project. We appreciate being part of this important endeavor. Pursuant to our discussions and recent meeting, I am pleased to furnish this scope of services. The following services will be performed...

PHASE 1 – PRELIMINARY DATA COLLECTION

Task 1: Identification of Points of Interest

This task generally includes review of existing aerial mapping and topography provided by the City, and identifying points of hydraulic and hydrologic interest that will be used as a guide to create drainage basin delineations.

Task 2: Reconnaissance

This task includes field visits by office personnel for the purpose of project understanding, verification of points of interest, and existing drainage structure understanding.

Task 3: Survey and Topographic Data Collection

This task includes up to 3 days of land surveying of drainage devices that are considered most important or critical for drainage mitigation. It is expected that the focus will be on a limited number of devices that are known to be areas of particular interest. All surveying will be on City of Prescott's modified state plane coordinate system based on ground distances.

Task 4: Data Collection and Research

This task includes collection of existing project plans, specifications, and drainage device inventory to be used in hydrologic and hydraulic analyses for the project. It is anticipated that a visual methodology will be coupled with a numbering system for simplified identification of interest points.

PHASE 2 – PROJECT DEVELOPMENT

Task 1: Hydrology Study

This task includes development of a project hydrology study using a GIS based software system and HEC-1 hydrologic modeling methodology. It is anticipated that the Arizona State Standards method for Hydrologic modeling will be used.

Task 2: Hydraulic Calculations

This task includes conceptual and preliminary hydraulic calculations for a limited number of drainage devices, channels, or other types of structures that affect areas of particular interest. Results from this task will be used in the process of developing preliminary and conceptual ideas for future design projects as described in Task 3.

Task 3: Conceptual Design

This task includes preliminary and conceptual design of types of drainage devices or structures that could be investigated further in future design phases of the project. It is anticipated that this task will result in general concepts.

PHASE 3 – PUBLIC OUTREACH

Task 1: Public Meetings and Workshop attendance

This task includes attendance of two Public Outreach workshops with 2 separate Homeowner's Associations and up to eight meetings with individuals for drainage related purposes.

Task 2: Public Outreach Coordination

This task includes coordination with city forces to develop mailing information, comment card data and includes analysis of public comments received as a result.

PHASE 4 – FINAL DELIVERABLES

Task 1: Final Report Development

This task includes generation of the final Area Drainage Master Report with detailed information relative to points of interest, drainage basin delineation, rainfall data, land use data, soil loss parameters, hydrologic results, public feedback, generalized potential mitigation concepts and potential project priorities.

Task 2: Priorities Matrix

This task includes participation in a combined effort to develop of a decision matrix used to prioritize future capital improvement projects identified and conceptually studied as described above.

Fees for the aforementioned services will be billed at phase level on a lump sum basis. It is our understanding that the services outlined herein are scheduled to be complete by July 1, 2011. As discussed, we look forward to this project being a cooperative effort with City staff and other local Consultants.

We have attached our estimated fee calculations which have been used to develop lump sum fees to be billed on a phase basis.

Thank you for the opportunity to be of helpful service.

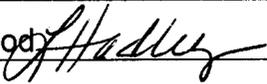
CIVILTEC ENGINEERING, INC.



Richard Shroads, P.E., P.L.S., President

cc: Gwen Rowitsch, City Engineering Assistant

COUNCIL AGENDA MEMO – 11/23/2010
DEPARTMENT: Public Works
AGENDA ITEM: Approval of a professional services agreement with Shephard Wesnitzer for engineering services to develop a Master Drainage Study for the Yavapai Hills area in an amount not to exceed \$89,690.00.

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

Item Summary

This item is to approve a professional services agreement with Shephard Wesnitzer for the engineering analysis, preparation and submittal of a Master Drainage Study for the Yavapai Hills area. The detailed study will include performing filed surveys and topographic data verification, hydrologic and hydraulic analysis, project identification and preliminary design, report development, public outreach, meetings and coordination.

Background

On August 31, 2010 the City Council approved an Intergovernmental Agreement, (Resolution No. 4044-1114), with the Yavapai County Flood Control District for the acceptance of FY11 funding in the amount of \$728,796.00 to be used by the City for drainage improvement projects located in the Yavapai County portion of the City. Projects include, Yavapai Hills, Cliff Rose and surrounding areas, and various other locations throughout the City.

The Master Drainage Plans are an essential part of the City's Stormwater Management Program for drainage systems within Prescott. The Yavapai Hills Area Master Plan project will identify multiple project areas and include: 1) inventory of existing drainage system improvements; 2) an analysis of deficiencies; 3) priorities for correction of deficiencies for future capital improvement projects; and 4) public outreach through HOA and neighborhood participation. Improvements will include expanding existing and constructing new drainage infrastructure as determined appropriate.

Several potential improvements within the Yavapai Hills area have been identified by staff and residents as a result of the September 6, 2009 storm event. These potential improvements along with others will be investigated through the development of the Master Plan. Prioritization of the design and construction for the identified areas will be developed pending future funding through the Yavapai County Flood Control District.

Agenda Item: Approval of a professional services agreement with Shephard Wesnitzer for engineering services to develop a Master Drainage Study for the Yavapai Hills area in an amount not to exceed \$89,690.00.

Procurement of Engineering Services

On September 30, 2010, the City received twelve (12) Statements of Qualification for this publicly advertised project. Pursuant to professional services selection procedures, staff ranked the individual firms based on their submittals. Shephard Wesnitzer was top ranked firm for this contract. Subsequently the scope of services and fee were successfully negotiated.

Project Schedule

Commence	November 23, 2010
Complete Submittal	July 1, 2011

Budget

FY 11 funding is available for this project through the IGA with the Yavapai County Flood Control District. (Budget Account No. 2157810-11014)

Attachments

- Exhibit A – Study Limits Map
- Exhibit B – Scope of Services

Recommended Action: **MOVE** to approve a Professional Services Agreement with Shephard Wesnitzer for engineering services to develop a Master Drainage Study for the Yavapai Hills area in an amount not to exceed \$89,690.00.

EXHIBIT A





1990 - 2010

Shephard & Wesnitzer, Inc.

Celebrating **20** Years

221 N. Marina St. Ste 102
Prescott, AZ 86301

928.541.0443
928.541.1063 fax

www.swiaz.com

Engineering an environment of excellence.

November 8, 2010

SWI #10392

Greg Toth, City Drainage Engineer
City of Prescott Public Works Department
430 N. Virginia Street
Prescott, AZ 86301

Subject: **Yavapai Hills Master Plan
Scope and Estimated Fees
City of Prescott – YCFCD Master Plan Studies**

Dear Mr. Toth:

Thank you for selecting SWI for the Yavapai Hills Master Plan project. Based on our planning meeting yesterday to review the City scope of services and budget, we are pleased to furnish this scope of services and fee estimate for the tasks associated with developing the Master Plan for the Yavapai Hills area. We understand that the work under this contract is anticipated to be completed prior to June 30, 2011.

The major tasks along with a general description of the anticipated activities are identified and enumerated as follows:

Preliminary Data Collection – this includes identification of points of interest, site reconnaissance, site specific field survey data and topographic data collection, inventory of existing drainage structures and facilities, identifying existing easements or other property constraints and utility coordination for conflicts, verification of the collected project data and establishing a general overview of the drainage areas and existing facilities.

Project Development – this includes the engineering calculations necessary to determine the flows and capacity of existing and proposed structures and development of conceptual designs where necessary. SWI will perform the necessary drainage analysis required for sizing necessary improvements, identifying deficiencies in the existing infrastructure and establishing additional easement requirements

Public Outreach – SWI will participate in and coordinate with the City for public outreach meetings, creating questionnaires, flyers and other project information documents and keeping the public informed as to the process and goals of the project. The City will perform the direct mailings for any necessary noticing of the meetings. SWI anticipates two public open house meetings and several on-site meetings with local residents.

**Yavapai Hills Master Plan
Scope and Estimated Fees – November 8, 2010
City of Prescott – YCFCD Master Plan Studies**

Final Deliverables – SWI will work with City Staff to prepare the guidelines, required report sections, tabulations of inventoried facilities, create report templates for various report sections and coding for required information, identify easement requirements, create GIS compatible fields and prepare the final report. This work will also include identification of a priorities matrix for ranking of the required improvements by importance for construction project design and planning purposes.

We propose to perform the identified services associated with the project for a Not to Exceed fee of \$89,690 including a reimbursable expenses allowance. This project will be a cooperative endeavor with City Staff and SWI to develop the master plan report and the report format and necessary elements.

Charges will be based upon time and material, not to exceed the total estimated fee limit amount without specific authority from you.

We appreciate the opportunity to propose our services to the City of Prescott on this significant project. Please call or email if you have any questions in regard to this proposal.

Accepted for:
SHEPHARD-WESNITZER, INC.



Richard Aldridge, P.E., MBA
Branch Manager

Accepted for:
CITY OF PRESCOTT

Signature

Date

Printed Name & Title

Attachments:

Shephard-Wesnitzer Inc. Standard Rate Schedule, 2010



Shephard & Wesnitzer, Inc.

221 N. Marina St. Ste 102
Prescott, Arizona 86301

928.541.0443 ph
928.541.1063 fx

info@swiaz.com
www.swiaz.com

Page 2 of 2

SEDONA

COTTONWOOD

FLAGSTAFF

PRESCOTT

KINGMAN

SHEPHARD-WESNITZER, INC. - 2010 HOURLY RATES

STANDARD RATE SCHEDULE

E-5	PRINCIPAL ENGINEER.....	\$185/HOUR
E-4	ENGINEER 4.....	\$155/HOUR
E-3	ENGINEER 3.....	\$145/HOUR
E-2	ENGINEER 2.....	\$130/HOUR
E-1	ENGINEER 1.....	\$115/HOUR
EIT-4	ENGINEER IN TRAINING.....	\$100/HOUR
EIT-3	ENGINEER IN TRAINING.....	\$90/HOUR
EIT-2	ENGINEER IN TRAINING.....	\$85/HOUR
EIT-1	ENGINEER IN TRAINING.....	\$80/HOUR
CADD-4	CADD DESIGNER.....	\$105/HOUR
CADD-3	CADD DESIGNER.....	\$100/HOUR
CADD-2	CADD DESIGNER.....	\$95/HOUR
CADD-1	CADD DESIGNER.....	\$90/HOUR
CAD-4	CAD DRAFTER.....	\$90/HOUR
CAD-3	CAD DRAFTER.....	\$85/HOUR
CAD-2	CAD DRAFTER.....	\$80/HOUR
CAD-1	CAD DRAFTER.....	\$65/HOUR
A-1	CLERICAL.....	\$55/HOUR
RLS	REGISTERED LAND SURVEYOR, SURVEY MANAGER.....	\$120/HOUR
RLSPC	REGISTERED LAND SURVEYOR, PARTY CHIEF.....	\$105/HOUR
LSIT	LAND SURVEYOR IN TRAINING, PARTY CHIEF.....	\$100/HOUR
NRL	NON-REGISTERED LAND SURVEYOR, PARTY CHIEF.....	\$80/HOUR
T-4	CONSTRUCTION INSPECTION TECHNICIAN.....	\$105/HOUR
T-3	PROJECT COORDINATOR.....	\$90/HOUR
	MARKETING DIRECTOR.....	\$75/HOUR
	GIS COORDINATOR.....	\$95/HOUR
	INSTRUMENT PERSON.....	\$80/HOUR
	GPS RECEIVER.....	\$30/HOUR PER RECEIVER
	ROBOTIC TOTAL STATION.....	\$25/HOUR
	Archive File Research.....	\$55/HOUR, 1 HOUR MINIMUM

OUTSIDE SERVICES..... COST + 10%

PRINTS

BOND.....	\$2.75EACH
VELLUMS.....	\$5.00EACH
MYLAR.....	\$6.00EACH

PLOTS

BOND.....	\$5.00EACH
VELLUM.....	\$10.00EACH
MYLAR.....	\$10.00EACH
COLOR PLOTS/BOND.....	\$15.00EACH
XEROX.....	\$.09EACH
ZIP DISKS.....	\$15.00EACH
CD'S.....	\$5.00EACH
PERCOLATION TEST (Does not include backhoe).....	\$250.00 - \$300.00
AEROBIC INSPECTIONS FOR ADEQ.....	HOURLY RATE
MILEAGE.....	\$.65 PER MILE

FOR ANY AND ALL SERVICES RELATED TO LITIGATION OR OTHER LEGAL PROCEEDINGS
TWO TIMES OUR STANDARD RATES

WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CLIENT AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED SHALL FIRST BE CREDITED TO PAYMENT OF INTEREST, AND THEN TO THE PRINCIPAL BALANCE

Yavapai Hills Master Plan SWI Scope and Fees

Prepared by: Shephard Wesnitzer, Inc.
 SWI Project Number 10392
 Prepared: November 8, 2010

TASK TASK DESCRIPTION		Billing Rates (\$/Hr)										Total Labor Hours	Total Cost
		\$ 185	\$ 155	\$ 145	\$ 115	\$ 90	\$ 80	\$ 120	\$ 80	\$ 80	\$ 55		
		P-5 Project	P-4 Project	P-3 Senior	P-1 Project	ITT - Project	CADD Drafter	Survey Manager	Surveyor	Admin - Clerical			
PRELIMINARY DATA COLLECTION													
1	Identification of Points of Interest		4	16	8	16						44	\$ 5,300
2	Reconnaissance		12	16	8	80						116	\$ 12,300
3	Survey & Topographic Data Verification		2			24		12	40			78	\$ 7,110
4	Data Collection Verification	2	8	24		40						74	\$ 8,690
	Sub-total hours	2	26	56	16	160		12	40			312	\$ 33,400
PROJECT DEVELOPMENT													
5	Hydrology		2	12	16	40						70	\$ 7,490
6	Hydraulics		2	12	24	40						78	\$ 8,410
7	Conceptual Design	2	12	16	24	60						114	\$ 12,710
	Sub-total hours	2	16	40	64	140						262	\$ 28,610
PUBLIC OUTREACH													
8	Meetings & Workshops(HOA & Individuals)		28	28								56	\$ 8,400
9	Coordination (Mailing, comments cards)		4			8						12	\$ 1,340
	Sub-total hours	0	32	28	0	8						68	\$ 9,740
FINAL DELIVERABLES													
10	Report Development	4	8	16	24	8				4		64	\$ 8,000
11	Identification of Priorities/Matrix		12	24		40						76	\$ 8,940
	Sub-total hours	4	20	40	24	48				4		140	\$ 16,940
Engineering & Surveying Services Sub-Total													
	Subconsultants: NONE ANTICIPATED											782	\$ 88,690
REIMBURSABLE EXPENSES ESTIMATE													
	Mileage, equipment, expedited shipping, copying												
	Total Reimbursable Expenses Estimate												\$ 1,000
PROJECT TOTAL FEE													
		8	94	164	104	356	0	12	40	4		782	\$ 89,690