



PRESCOTT CITY COUNCIL REGULAR MEETING AGENDA

**PRESCOTT CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 22, 2011
3:00 PM**

**Prescott Council Chambers
201 South Cortez
Prescott, Arizona
(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**

◆ **PLEDGE OF ALLEGIANCE:** Councilman Hanna

◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Kuykendall

Councilman Blair

Councilman Hanna

Councilman Lamerson

Councilwoman Linn

Councilwoman Lopas

Councilwoman Suttles

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. PRESENTATION

A. Discussion on Major Amendment to 2010 CDBG Annual Action Plan.

II. CONSENT AGENDA

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

A. [Authorization for annual licensing and support contract with Dell for OnBase document imaging program in the amount of \\$21,132.67.](#)

B. Approval of the minutes of the Prescott City Council Workshop of March 1, 2011, and the Regular Meeting of March 8, 2011.

III. REGULAR AGENDA

- A. Appointment of Members to the Board of Adjustment, Parks and Recreation Board, Planning and Zoning Commission, and Prescott Preservation Commission.
- B. Presentation and acceptance of the 2009 Airport Master Plan.
- C. Adoption of Ordinance No. 4787-1138 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, granting a utility easement to Arizona Public Service Company in the vicinity of Ernest A. Love Field, and declaring an emergency.
- D. Public Hearing and approval of the 2011 Draft Annual Action Plan for Community Development Block Grants (CDBG).
- E. Approval of a contract between the City of Prescott and GL General contracting LLC in an amount not to exceed \$33,145.31, for CDBG renovation project.
- F. Authorization to complete a grant application to the Arizona Department of Homeland Security seeking State Homeland Security FY12 Grant Program funds in the amount of \$1,000,000, for continuation of regional communications interoperability enhancement projects previously administered by the Prescott Valley Police Department.
- G. Authorization to complete three FY12 grant applications to the Governor's Office of Highway Safety seeking total funds in the amount of \$90,500, to be used for DUI enforcement, speed and aggressive driver enforcement, and purchase of an enforcement motorcycle.
- H. Adoption of Resolution No. 4072-1142 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement with Yavapai College to formalize the appointment of a Prescott Police Department Sergeant to supervise the Northern Arizona Regional Training Academy (NARTA) at Yavapai College and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- I. Adoption of Resolution No. 4071-1141 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending the 2005-2010 Water Management Policy, as extended, to provide for reservations of water for Vacant Residential Unwatered Parcels, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

- J. Approval of a professional services agreement with Civiltec Engineering for Professional Engineering and Surveying Services to develop Final Plans, Specifications and Estimates for the Cliff Rose Drainage Improvement Project and the Black Hawk Drainage Improvement Project in an amount not to exceed \$128,939.00. (Funded through Yavapai County Flood Control District)
- K. Adoption of Ordinance No. 4782-1133 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending the zoning of certain property within the City of Prescott generally located at 3351 Gateway Blvd., south of Gateway Mall, from Single-Family Residential-12,000 sq. ft. minimum lot size (SF-12) to Multi-Family Medium Density (MF-M). (RZ10-002: Scott Lee; Owner: Bullwhacker Associates)
- L. Adoption of Ordinance No. 4785-1136 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending the zoning of certain property within the City of Prescott generally located at 100 N. Walker Road from Rural Estate-2 acre minimum lot size (RE-2) to the Single-Family Residential-12,000 sq. ft. minimum lot size (SF-12). (RZ10-001: Agent: Scott Lee; Owner: Bullwhacker Associates)
- M. Public Hearing and adoption of Ordinance No. 4786-1137 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, amending Title X, Land Development Code, of the Prescott City Code by amending Sections 2-3; 2.4.17 through 2.4.25; 2.4.45 through 2.4.46; 11.1.3 and 11.2 pertaining to transitional housing and group homes in accordance with the federal Fair Housing Act.

IV. 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 – March 22, 2011
DEPARTMENT: FINANCE
AGENDA ITEM: Annual Licensing and Support Contract for OnBase

Approved By:	Date:
Department Head: Mark Woodfill	
City Manager: Laurie Hadley <i>Erin Woodfill for</i>	<i>3-15-11</i>

ITEM

This item is a licensing and services contract for OnBase through Dell in the amount of \$21,132.67.

BACKGROUND

OnBase is a document management system. The purpose of a document management system is to take paper correspondence and documents and capture it in a digital format. The benefit of this type of a system is that it allows for quick searching and viewing of the documents contained in the system.

OnBase is used extensively for daily business operations in the City Clerk’s Office, Community Development, Engineering/Public Works, Police, Fire, Risk Management and Finance. Historical information and documents stored in OnBase are used by virtually every City department for the fulfilling of information requests for the public as well as internal City business.

Recommended Action: MOVE to authorize the annual licensing and support contract for OnBase to Dell in the amount of \$21,132.67.

COUNCIL AGENDA MEMO – 03/22/2011	
DEPARTMENT:	City Council
AGENDA ITEM:	Appointment of Members to the Board of Adjustment, Parks and Recreation Board, Planning and Zoning Commission, and Prescott Preservation Commission

Approved By:	Date:
Council Appointment Committee: Councilwoman Suttles, Councilmen Blair and Hanna	03/11/2011
Finance Director: Mark Woodfill	
City Manager: Laurie Hadley <i>Lraig McNeill for</i>	3-14-11

Item Summary

March is the month for appointments/reappointments of a few of the City's boards/commissions. A vacancy on another board also exists due to a resignation. The Council Appointment Committee met on March 10, 2011, and is making the following recommendations.

Board of Adjustment

The terms of E. Calvin Fuchs and George Wiant expire this month. Mr. Fuchs indicated that he intends to retire from the Board; Mr. Wiant indicated an interest in being reappointed. Additionally, applications were received from George Sheats and Greg Lazzell for not only this Board but also the Planning and Zoning Commission. These would be for three-year terms, expiring in March 2014.

Recommendation: Reappoint George Wiant and appoint Greg Lazzell
Terms to expire in March 2014

Parks and Recreation Board

Joe Baynes, who was serving as the Vice Chairman of the Board, has submitted his resignation due to his recent hire with the City of Prescott. His term expires in March 2013. Applications were received from Rowle P. Simmons and Gary Worob.

Recommendation: Appoint Rowle P. Simmons
Term to expire March 2013

Additionally, since Mr. Baynes had served as Vice Chairman, a new Vice Chairman needs to be appointed.

Recommendation: Appoint Janelle Riedl to serve as Vice Chairman

Agenda Item: Reappointment of Members to the Board of Adjustment, Parks and Recreation Board, Planning and Zoning Commission, and Prescott Preservation Commission

Planning and Zoning Commission

The term of Terry Marshall expires this month. Mr. Marshall was appointed last year for a short term to continue with staggered terms on the Commission. He had indicated an interest in being reappointed. Applications were also received from Mr. Lazzell and George Sheats. This term would expire in March 2015.

Recommendation: Appoint George Sheats
Term to expire March 2015

Prescott Preservation Commission

The term of Lee Vega expires this month and Mr. Vega has indicated an interest in being reappointed to the Commission. Mr. Vega was also appointed last year for a short term to continue with staggered terms on the Commission. Applications were also received from Murray Smolens and Sarah Stensrud. This term would expire March 2014.

Recommendation: Reappoint Lee Vega
Term to expire March 2014

Recommended Action: **MOVE** to accept the Council Appointment Committee's recommendation to reappoint George Wiant and appoint Greg Lazzell to the Board of Adjustment, term to expire March 2014; appoint Rowle P. Simmons to the Parks and Recreation Board, term to expire March 2013, and appoint Janelle Riedl to serve as Vice Chairman; appoint George Sheats to the Planning and Zoning Commission, term to expire March 2015; and reappoint Lee Vega to the Prescott Preservation Commission, term to expire March 2014.

COUNCIL AGENDA MEMO – March 22, 2011
DEPARTMENT: Airport
AGENDA ITEM: Presentation and Acceptance of the Airport Master Plan for Prescott Municipal Airport, Ernest A. Love Field.

Approved By:	Date:
Department Head: Benjamin Vardiman, ACE, Airport Manager	March 14, 2011
Finance Director: Mark Woodfill	
City Manager: <i>Lraighe Louwll for Laurie Hadley</i>	3-14-11

Summary

This item is to present and accept the Final Airport Master Plan for the Prescott Municipal Airport, Ernest A. Love Field.

Background

The Airport Master Plan is a FAA required document for airports which allows for airports to qualify for federal funding under the Airport Improvement Program (AIP) administered by the FAA. The City of Prescott entered into a contract with the Louis Berger Group (Consultant) in June of 2007 for the update of the 1997 Airport Master Plan.

Over the course of the past three and a half years, work has steadily progressed through such tasks as the facility inventory, establishing baseline conditions, the aviation demand forecast, facility requirements, environmental evaluation, and alternatives analysis. At every phase of the project, input was sought and received from the community and the airport users through the use of a website dedicated to providing information updates, email updates, and public meetings. Additionally, valuable guidance and direction was received from the Project Advisory Committee and the Airport Manager’s Aviation Working Group which included representatives from:

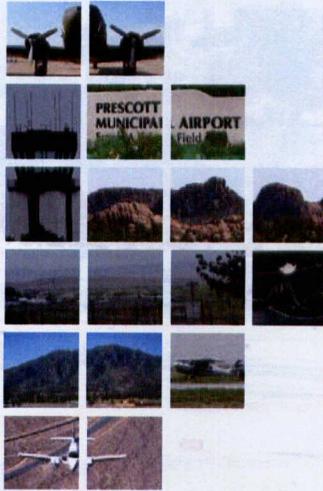
- City of Prescott,
- Town of Prescott Valley,
- Town of Chino Valley,
- Yavapai County,
- Deep Well Ranches,
- Cavan Real Estate Investment
- Prescott Resort Homeowners,
- Antelope Hills Homeowners,
- Prescott Chamber of Commerce,
- Prescott Valley Chamber of Commerce,
- Chino Valley Chamber of Commerce
- Embry-Riddle Aeronautical Univ.
- North-Aire
- Prescott Airport Users Association
- Aircraft Owners and Pilots Association
- Experimental Aircraft Association
- US Forest Service
- Prescott Aircraft Services
- Spitfire Films
- Airlines
- FAA Control Tower
- Legend Aviation

Agenda Item: Presentation and Acceptance of the Airport Master Plan for Prescott Municipal Airport, Ernest A. Love Field.

The final draft master plan was presented to the City Council and opened for public comment in August of 2009. The plan was also submitted to the FAA and ADOT for their review at this time. Comments were received from the FAA in May of 2010 and were addressed by the City and the Consultant. In the beginning of October 2010, the Airport Master Plan was submitted to the FAA for final approval which was received on November 30, 2010. Work then progressed to begin finalization of the project and preparation for the final presentation to the City.

The Airport Master Plan is now ready for acceptance by the City of Prescott.

Recommended Action: MOVE to accept the Airport Master Plan for Prescott Municipal Airport, Ernest A. Love Field and further authorize the Mayor and Staff to take any and all actions necessary to accomplish the above.



**City of Prescott
City Council Presentation
Tuesday March 22, 2011**

**Presentation and Acceptance
of the
2009 Airport Master Plan
for the
Prescott Municipal Airport**

INFORMATION PROVIDED BY



- **Project Advisory Committee**

Advisory Committee Members:

- Bob Luzius/ Prescott City Council member
- Lora Lopas/ Prescott City Council member
- Larry Tarkowski/ Prescott Valley Town Manager
- Ben Vardiman/ Airport Manager
- Dudley Potter/ Antelope Hills Home Owners Assoc.
- Harry Boyle/ Prescott Resort Homeowners Assoc.
- Ron James/ Deep Well Ranch
- Jeff Market / Cavan Real Estate Investment
- David Maurer/ Prescott Chamber of Commerce
- Marnie Uhl/ Prescott Valley Chamber of Commerce
- Ab Jackson/ Chino Valley Chamber of Commerce
- One representative from Yavapai County
- One representative from the Technical Committee
- One representative as a Military Liaison



Airport Manager's Aviation Working Group

Jerry Lawyer/ Legend Aviation
Scott Gifford/ Nostalgaire
Larry Adams/ Prescott Aircraft Services
Gordon Ritter/ Rittaire
Dan Lawler/ Sky School
John Stonecipher/ Guidance Helicopters
James Dunn/ North-Aire
Chris Woods/ Spitfire Films
David Roy/ EAA
John Olsen/ Airport Users Assoc.
Mike Willinger/ Embry Riddle
Curtis Heaton/ US Forest Service
Kathi DeFreitas/ Mesa Air Group
Stacy Howard/ AOPA
Gary Ballard/ FAA Tower



Project Management Team

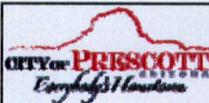
Project Management Team
Margie Drilling/ FAA Region – Airport Planner
Ben Vardiman/ Airport Manager – City of Prescott
Rick Severson/ Project Administrator – City of Prescott
David Sperling/ Louis Berger Group- Consultant
Alicia Robertson/ PSM² - Consultant



Prescott Municipal Airport
Airport Master Plan

Meetings

Project Advisory Committee/ Airport Manager's Aviation Working Group	Wednesday, Feb. 27, 2008
Airport Manager's Aviation Working Group	Monday, June 23, 2008
Project Advisory Committee	Wednesday, June 25, 2008
Project Advisory Committee/ Airport Manager's Aviation Working Group	Monday, Sept 29, 2008
Public Information Meeting	Monday, Sept. 29, 2008
Project Advisory Committee	Wednesday, Dec. 17, 2008
Airport Manager's Aviation Working Group	Wednesday, Dec. 17, 2008



Prescott Municipal Airport
Airport Master Plan

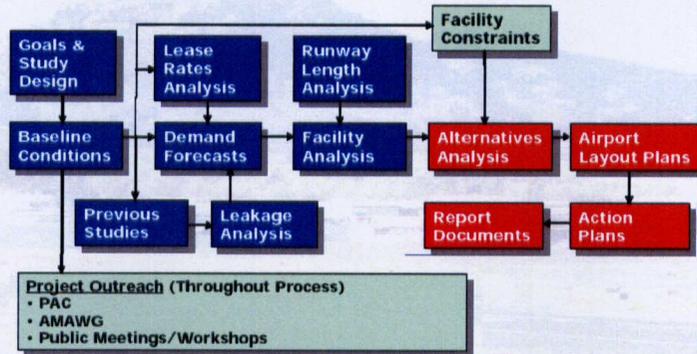
Meetings

Public Information Meeting	Wednesday, Jan. 21, 2009
Update presentation to Council	Tuesday, February 10, 2009
Airport Manager's Aviation Working Group	Tuesday, February 17, 2009
Airport Manager's Aviation Working Group	Monday, July 20, 2009
Project Advisory Committee/ Airport Manager's Aviation Working Group	Wednesday, July 22, 2009
Public Information Meeting	Wednesday, July 22, 2009
Update presentation to Council	Tuesday, August 11, 2009
30 Day Public Comment Period Started	Tuesday, August 11, 2009



Prescott Municipal Airport Airport Master Plan

MASTER PLAN PROCESS



Prescott Municipal Airport Airport Master Plan

FAA Approval Received



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

November 30, 2010

Mr. Ben Vardiman
Airport Manager
Ernest A. Love Field
Prescott Municipal Airport
6546 Crystal Lane
Prescott, Arizona 86301

Western-Pacific Region
Los Angeles Airports District Office
P.O. Box 92007
Los Angeles, CA 90009

Prescott Municipal Airport
Airport Layout Plan - Final Approval
Airspace Case No. 2009-AWP-1238-NRA



Prescott Municipal Airport
Airport Master Plan

- Final Airport Master Plan is available for public review at the following locations:
 - Prescott Public Library (215 East Goodwin Street)
 - Prescott City Hall (201 South Cortez)
 - Prescott Airport Administration (6546 Crystal Lane)
 - www.prescott-az.gov.com
 - Click on “City Services” then on “Airport”
 - Click on “Airport Planning and Development”



Prescott Municipal Airport
Airport Master Plan

- Will also be available at the following locations:
 - Prescott Valley Library
 - Yavapai County Administration Offices
 - Embry-Riddle Aeronautical University Library
 - ADOT MPD Aeronautics Group
 - http://www.azdot.gov/MPD/Airport_Development/index.asp



IMPORTANT THINGS TO KNOW

- This is only a planning document and does not obligate the City to construct any of the improvements shown.
- Any proposed improvements will follow normal procurement processes (budgeting, planning, Council approval, etc.).
- The plan is a living document. It can and will be revised in the future to meet the needs of the community as it changes. The recommended update cycle is 5-10 years depending upon local conditions.



Questions?

Airport Administration

6546 Crystal Ln

Phone: 928-777-1114

Email: airport.admin@prescott-az.gov

www.prescott-az.gov/services/airport

COUNCIL AGENDA MEMO – March 22, 2011
DEPARTMENT: AIRPORT
AGENDA ITEM: Adoption of Ordinance No. 4787-1138 - Authorizing the grant of a Public Utility Easement to Arizona Public Service Company located on City property at the Airport and declaring an emergency

Approved By:	Date:
Department Head: Benjamin Vardiman, ACE, Airport Manager	March 15, 2011
Finance Director: Mark Woodfill	
City Manager: Laurie Hadley <i>Laurel Hadley for</i>	<i>3-16-11</i>

SUMMARY

This is a request to grant easement rights to Arizona Public Service Company (APS) to develop and install an underground electrical transmission line from the SunEdison Solar field to the Ruger Substation at the Prescott Municipal Airport.

BACKGROUND

This easement is being requested by APS to connect the SunEdison Solar field located north of the airport to the electrical substation at the Ruger plant. The entire easement, 10 feet in width, will be contained upon City property at the Airport, as shown on the attached area map (Exhibit 1). APS has requested that the City include the emergency clause in the ordinance to expedite removal of three above ground electrical poles in the vicinity of the runway as soon as possible.

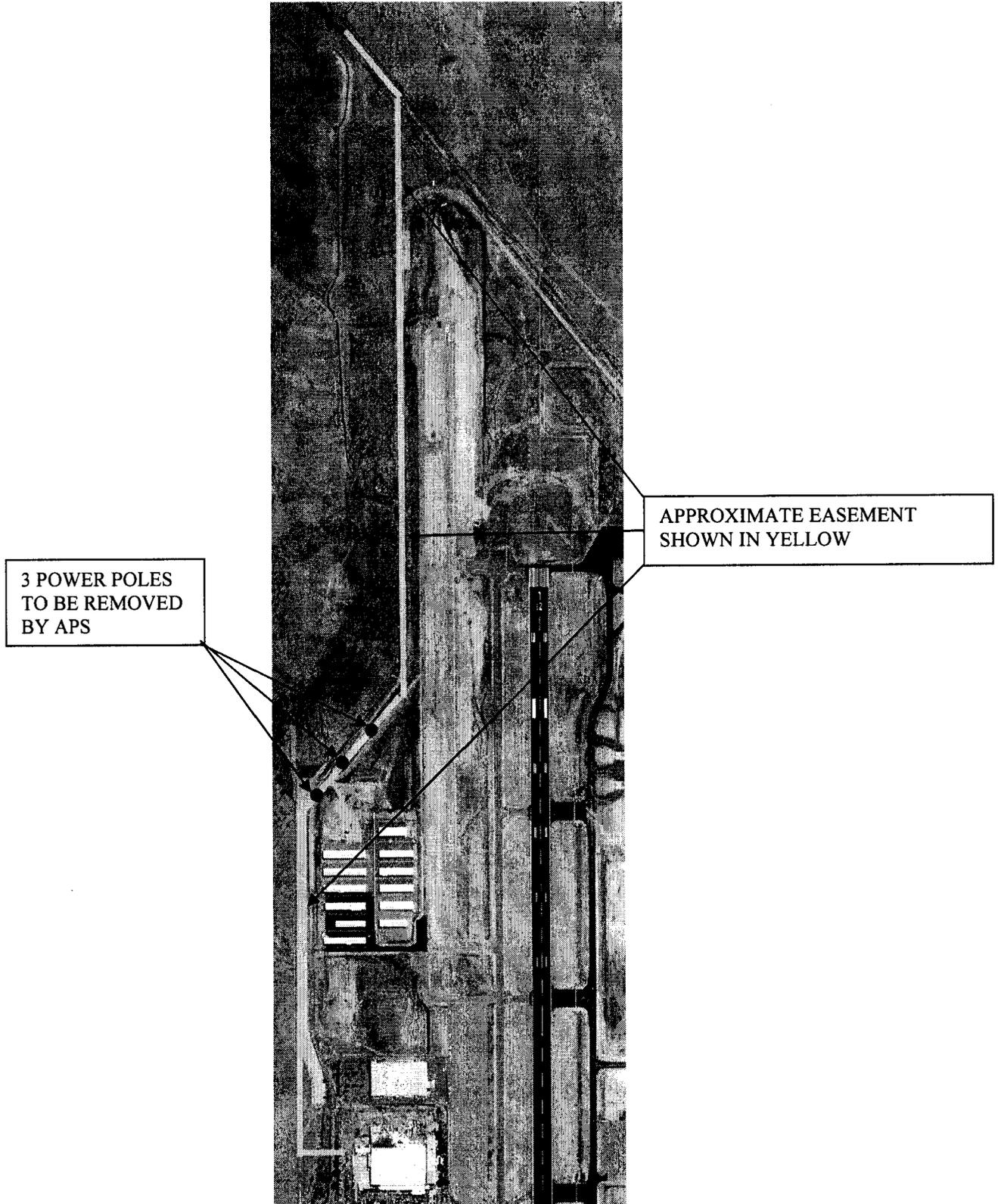
This easement will not impede future airport development or alteration, and is subject to relocation at the request of the City in the future. If the City wishes to relocate the easement, APS will pay for the cost of the relocation and accomplish it within 180 days of notification by the City. The easement will not be recorded until construction is completed, to allow for resolution of any alignment issues which may arise during construction. The easement language contains written provisions for limited administrative adjustments to the easement route if it should become necessary.

As compensation for the first 35 year term of this easement, APS will be removing three existing above ground poles which are closest to the airport runway and will be placing the electrical lines underground. The estimated value of this work is \$120,000. APS will have the option of renewing the easement for four additional 10 year terms, subject to City approval, at a rate to be determined in accordance with the fair market value of the property at the time of the extension, which shall not be less than \$5,000 per year.

Recommended Action: Move to: MOVE to adopt Ordinance No. 4787-1138.

AGENDA ITEM: Adoption of Ordinance No. 4787-1138 - Authorizing the grant of a Public Utility Easement to Arizona Public Service Company located on City property at the Airport and declaring an emergency.

EXHIBIT 1



3 POWER POLES
TO BE REMOVED
BY APS

APPROXIMATE EASEMENT
SHOWN IN YELLOW

ORDINANCE NO. 4787-1138

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY IN THE VICINITY OF ERNEST A. LOVE FIELD

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that the granting of an easement, more particularly described in the attached exhibit, would benefit the City of Prescott; and,

WHEREAS, Arizona Public Service Company has requested to immediately proceed with construction activities; and

WHEREAS, the City Council of the City of Prescott has determined that immediate granting of the easement would benefit the public peace, health, and safety by reducing the risk posed by above ground electrical power lines in the vicinity of the runways of the Prescott Municipal Airport, Ernest A. Love field.

ENACTMENTS:

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

SECTION 1. THAT a utility easement to Arizona Public Service Company, as more particularly set forth in the easement attached hereto and made a part hereof, is hereby granted.

SECTION 2. THAT an EMERGENCY is hereby declared to exist and THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, ADOPTION, AND APPROVAL BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 22nd day of March, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

PUBLIC UTILITY EASEMENT
Across certain property owned and operated by the CITY OF PRESCOTT
At the PRESCOTT MUNICIPAL AIRPORT

The **CITY OF PRESCOTT**, a municipal corporation (herein called the Grantor), for and in good and valuable consideration as described herein, does hereby grant and convey unto **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation (herein called the Grantee), a Public Utility Easement as described below subject to the terms and conditions contained herein.

PUBLIC UTILITY EASEMENT

An easement ten (10) feet in width, to construct, operate and maintain electric lines and appurtenant facilities upon, across, under and over the surface of the premises hereinafter described together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities and the right to for ingress and egress purposes and for all other purposes connected therewith. The Grantee shall comply with access controls to limit the use of this easement by the public, as are deemed acceptable to the City of Prescott Airport Manager. Grantee hereby acknowledges and agrees to abide by the Federal Provisions as stated in Exhibit B attached hereto and by this reference incorporated herein.

The Grantor shall have the right and privilege to use the easement to the extent such use is not inconsistent with the Grantee's use thereof. The Grantee shall have the right trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The premises through and across which this easement is granted are situated in Yavapai County, Arizona, and are described as follows:

An portion of the Northwest quarter of Section 19, Township 15 North, Range 1 west and a portion of the Southwest quarter for Section 24, Township 15 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona.

Said easement being 10 feet in width lying 5 feet on each side of the centerline being more particularly described on EXHIBIT A and shown on EXHIBIT A-1 attached hereto and by this reference incorporated herein.

CONSIDERATION AND TERMS OF THE EASEMENT:

In consideration of the removal of three (3) existing power poles which were installed by Arizona Public Service Company and have been identified by the City Airport Manager as conflicting with the 2009 Airport Master Plan and placing the associated length of power lines supported by these poles underground, which is anticipated to be completed no later than June 30, 2011, Grantor hereby grants this easement for term of thirty-five (35) years starting on the date of execution by the Grantor subject to the extension of such easement as is provided for herein.

The Grantee may request to extend, but the Grantor shall not be obligated to approve to extend, the term of this Easement, for four (4) additional ten (10) year terms by giving the City written notice of each said extension no more than 300 days and at least 180 days prior to the date the Easement would otherwise terminate. The compensation for any extended term shall be due and payable annually starting on the 36th anniversary of the date that this Easement was first executed by the Grantor and shall be established at that time using the then prevailing rate for bare ground leases at Prescott Airport as may be agreed among the parties, or if the parties cannot agree, as set by an MAI appraiser retained by the parties, with the cost of such appraisal to be shared equally by the parties. However, the compensation for any extended term shall not be less than \$5,000 per year.

The Grantee may terminate this easement at any time by providing 180 day prior written notice to the Grantor. In the event the Grantee permanently abandons said Easement, all the Grantee's rights hereunder shall cease and the Grantee shall record with the County Recorder an instrument abandoning the rights herein granted and all Grantee's rights hereunder shall cease, except for the right to remove any and all property placed upon said Easement within 180 calendar days subsequent to such abandonment.

By accepting this easement, the Grantee agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon and further agrees to the Federal Provisions as set forth in Exhibit B. The provisions hereof shall be binding upon the parties hereto and their respective heirs, executors, administrator's successors and assigns.

This easement shall in no way inhibit or interfere with the Grantor's right or ability to improve, alter or further develop the airport as it sees fit, regardless of the desires or views of the Grantee. If in the sole discretion of the Grantor, should relocation of the easement become necessary or desirable due to improvements, alterations, or future development of the airport, the parties agree to the following:

1. That Grantee and Grantor shall work together in a positive manner to successfully ensure the relocation of the easement and related facilities in a timely manner at a reasonable cost.
2. The Grantor shall provide 120 day prior written notice of intent to relocate the easement prior to adoption and recordation of the relocated easement. Said notice shall include at a minimum such proposed language as is deemed necessary to amend the easement location in this document, a written and graphical depiction of the existing easement and a written and graphical depiction of the proposed relocated easement. Grantee shall return three (3) signed originals of the relocated easement documents to the Grantor within 100 days of receipt of the notice.
3. The Grantor shall be responsible for planning, coordinating, surveying, and documenting the legal description for the relocated easement.
4. The Grantee shall be responsible for completing relocation of all of the Grantee's facilities within 180 days of the adoption of the relocated easement by the Grantor.
5. The Grantee shall be responsible for 100% of the Grantee's costs associated with the relocation of the Grantee's facilities which may exist within the easement.

RECORDATION AND INITIAL MODIFICATION TO EXHIBIT A AND EXHIBIT A-1:

It is agreed by both parties that during the initial construction period ending no later than June 30, 2011, due to the unknown construction suitability of the easement alignment proposed in the attached Exhibit A and Exhibit A-1 of this agreement, changes to the alignment in the attached Exhibit A and Exhibit A-1 may be necessary. The parties agree that due to the possibility of such changes, this document shall be in full force and effect from the date that this Easement was first executed by the Grantor but shall not be recorded until the 31st day after completion of the initial construction period ending no later than June 30, 2011. The parties further agree that in the event such alignment changes are determined necessary, the Grantee shall immediately submit a written request to and receive a written determination from the City Airport Manager who is hereby authorized to accept, approve, or deny the requested changes to the alignment in the Exhibit A and Exhibit A-1 on the behalf of the Grantor until 11:59 pm on June 30, 2011. If changes to the alignment in the Exhibit A and A-1 are approved by the City Airport Manager, the Grantee shall submit to the Grantor the final Exhibit A and Exhibit A-1 within 30 days of the completion of the construction, which will automatically be recorded with this document on the 31st day after completion of the initial construction.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this ____ day of _____, 2011.

GRANTOR CITY OF PRESCOTT:

Marlin D. Kuykendall
Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke
City Clerk

Gary D. Kidd
Prescott City Attorney

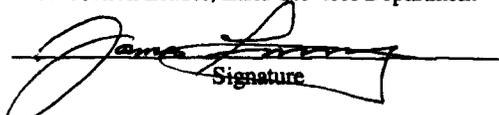
STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

GRANTEE:

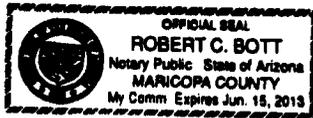
BY: James Looney

ITS: Section Leader, Land Services Department


Signature

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

The foregoing instrument was acknowledged before me this 11th day of March, 2011, by James Looney Land Services Section Leader of Arizona Public Service Company, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.



**EXHIBIT A
PUBLIC UTILITY EASEMENT
METES AND BOUNDS LEGAL DESCRIPTION**

An easement for public utilities being situated in a portion of the Northwest quarter of Section 25, 15 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona being 10 feet in width, 5 feet each side of the following described centerline:

Commencing at the Northwest corner of said Section 25, from whence the Northeast corner of said Section 25 bears South 89° 58' 41" East, 5381.93 feet distant;

THENCE: South 55° 27' 42" East a distance of 1661.59 feet to the Northwesterly corner of the Arizona Public Service Company "Sturm Ruger Electrical Substation" easement boundary as described in Book 4010, Page 617, records of Yavapai County, Arizona;

THENCE: South 41° 13' 07" West along the Northwesterly line of said Substation easement a distance of 174.77 feet to the TRUE POINT OF BEGINNING of the public utility easement herein described, from whence the Southwesterly corner of said Substation bears South 41° 13' 07" West 5.23 feet distant;

THENCE: North 48° 18' 07" West a distance of 322.84 feet to the POINT OF TERMINATION on the Westerly property line of the Prescott Municipal Airport "Ernest A. Love Field".

And

An easement for public utilities being situated in a portion of the Northwest quarter of Section 19, Township 15 North, Range 1 West and a portion of the Northeast and Southeast quarter of Section 24, Township 15 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona being 10 feet in width, 5 feet each side of the following described centerline:

Commencing at the North quarter corner of said Section 19, from whence the Northwest corner of Section 19 bears North 89° 23' 52" West, 2577.10 feet distant;

THENCE: North 89° 23' 52" West along the North line of said Section 19, a distance of 1045.14 feet to the Easterly line of an abandoned 100 foot wide railroad right of way;

THENCE South 02° 21' 01" West along said right of way line a distance of 5.00 feet to the TRUE POINT OF BEGINNING of the public utility easement herein described;

THENCE; North 89° 23' 52" West on a line parallel to and 5 feet South of the North line of said Section 19 a distance of 83.27 feet;

THENCE: South 02° 24' 42" West a distance of 793.45 feet;

THENCE: South 41° 34' 43" West a distance of 2491.31 feet;

EXHIBIT "A"
Sheet 2

THENCE: South 41° 32' 51" West a distance of 1816.82 feet;

THENCE: South 58° 30' 24" West a distance of 79.54 feet;

THENCE: South 72° 19' 17" West a distance of 50.29 feet;

THENCE: South 78° 23' 21" West a distance of 22.99 feet;

THENCE: continuing on a bearing of South 78° 23' 21" West a distance of 352.38 feet;

THENCE: South 78° 14' 12" West a distance of 66.72 feet;

THENCE: North 45° 46' 34" West a distance of 14.35 feet;

THENCE: North 63° 14' 08" West a distance of 51.03 feet;

THENCE: South 78° 36' 20" West a distance of 260.96 feet;

THENCE: South 76° 22' 44" West a distance of 259.84 feet to the Point of Curvature of a curve, concave to the North and having a radius of 475.15 feet;

THENCE: Westerly along the arc of said curve through a central angle of 16° 08' 59", an arc length of 133.93 feet to a Point of Tangency;

THENCE: North 88° 16' 44" West a distance of 64.76 feet;

THENCE: South 41° 35' 31" West a distance of 221.19 feet;

THENCE: South 57° 14' 44" West a distance of 33.30 feet to the POINT OF TERMINATION.

EXHIBIT "1-A"
ARIZONA PUBLIC SERVICE COMPANY
ELECTRIC EASEMENT

SEC. 19, T15N, R1W, & SEC. 24, T15N, R2W
 OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



SCALE
 1"=1000'

- LEGEND**
- LOT LINE
 - SECTION LINE
 - $\dot{\text{C}}$ OF ELEC EASE
 - (R) BOOK 4010 PAGE 617, YCR
 - (M) MEASURED

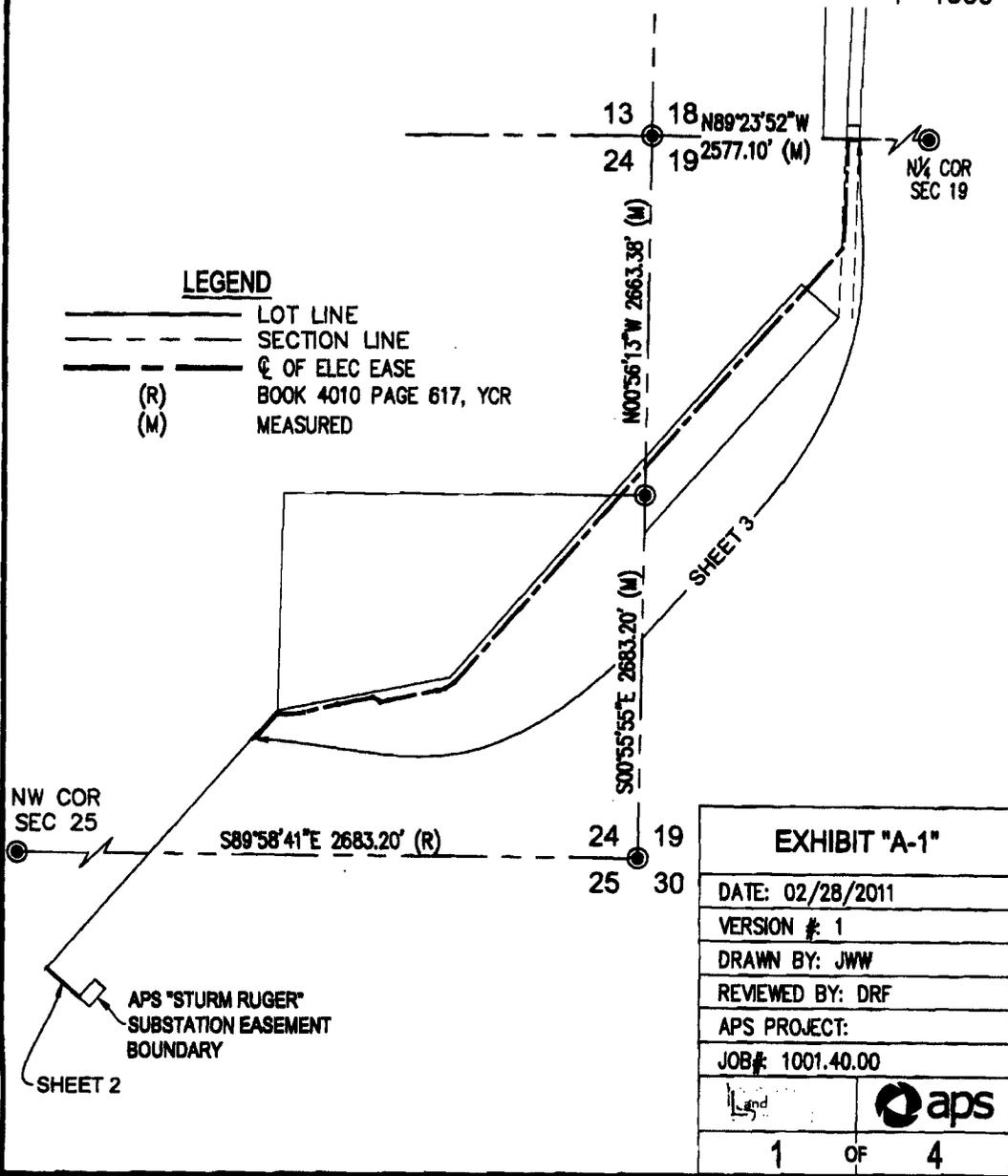


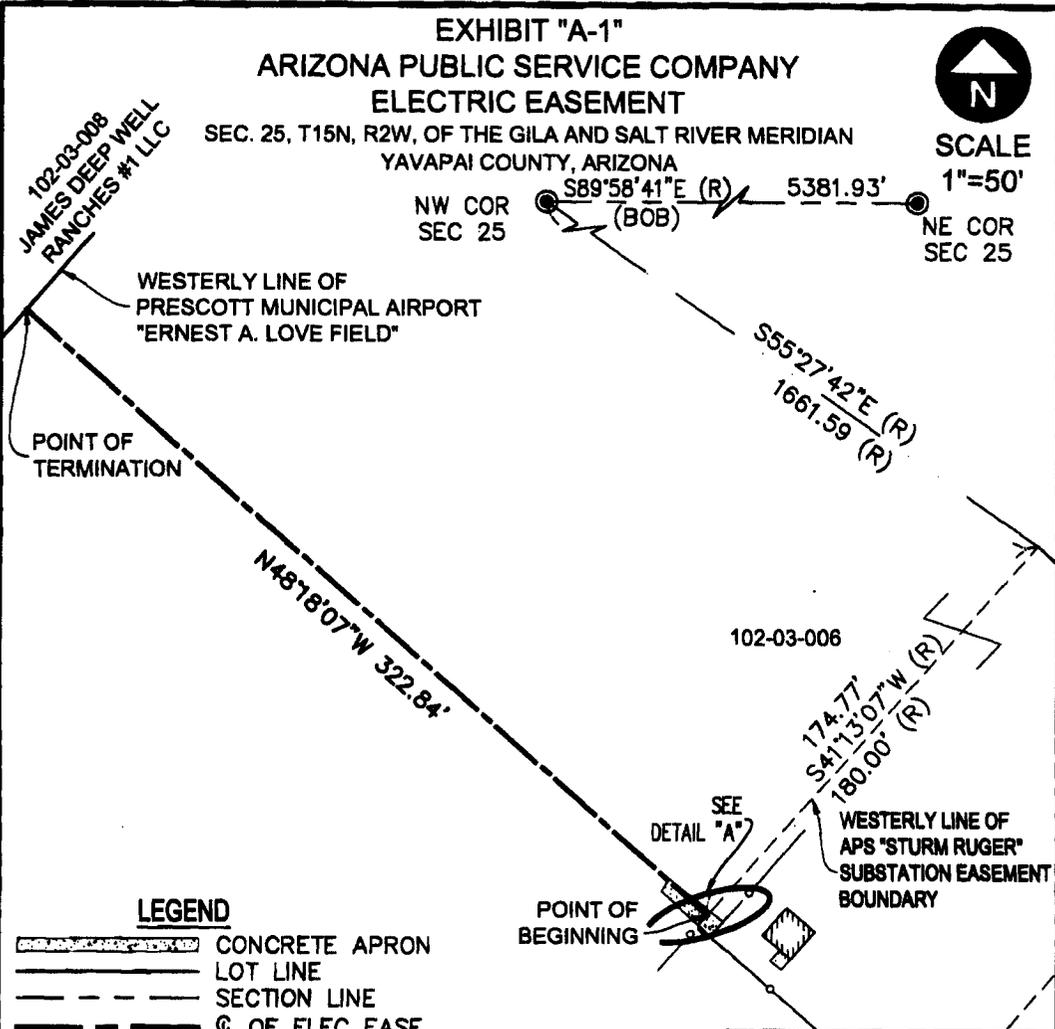
EXHIBIT "A-1"	
DATE: 02/28/2011	
VERSION #: 1	
DRAWN BY: JWW	
REVIEWED BY: DRF	
APS PROJECT:	
JOB#: 1001.40.00	
1	OF 4

EXHIBIT "A-1"
ARIZONA PUBLIC SERVICE COMPANY
ELECTRIC EASEMENT

SEC. 25, T15N, R2W, OF THE GILA AND SALT RIVER MERIDIAN
 YAVAPAI COUNTY, ARIZONA



SCALE
 1"=50'



102-03-008
 JAMES DEEP WELL
 RANCHES #1 LLC

WESTERLY LINE OF
 PRESCOTT MUNICIPAL AIRPORT
 "ERNEST A. LOVE FIELD"

NW COR
 SEC 25

S89°58'41"E (R) 5381.93'
 (BOB)

NE COR
 SEC 25

POINT OF
 TERMINATION

N48°18'07"W 322.84'

S55°27'42"E (R)
 1661.59 (R)

102-03-006

174.77
 S41°13'07"W (R)
 180.00 (R)

WESTERLY LINE OF
 APS "STURM RUGER"
 SUBSTATION EASEMENT
 BOUNDARY

LEGEND

- CONCRETE APRON
- LOT LINE
- SECTION LINE
- C of ELEC EASE
- CHAIN LINK FENCE
- BLDG FOOTPRINT

BOOK 4010 PG 617

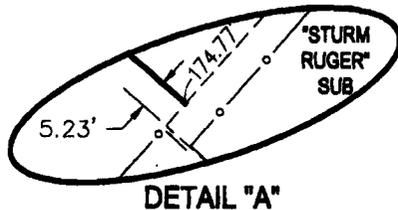
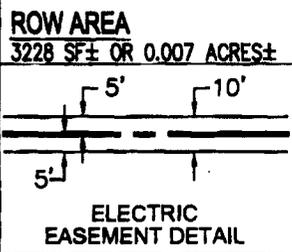


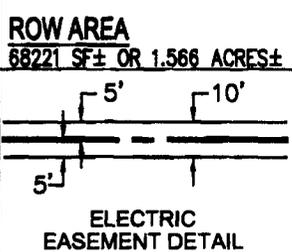
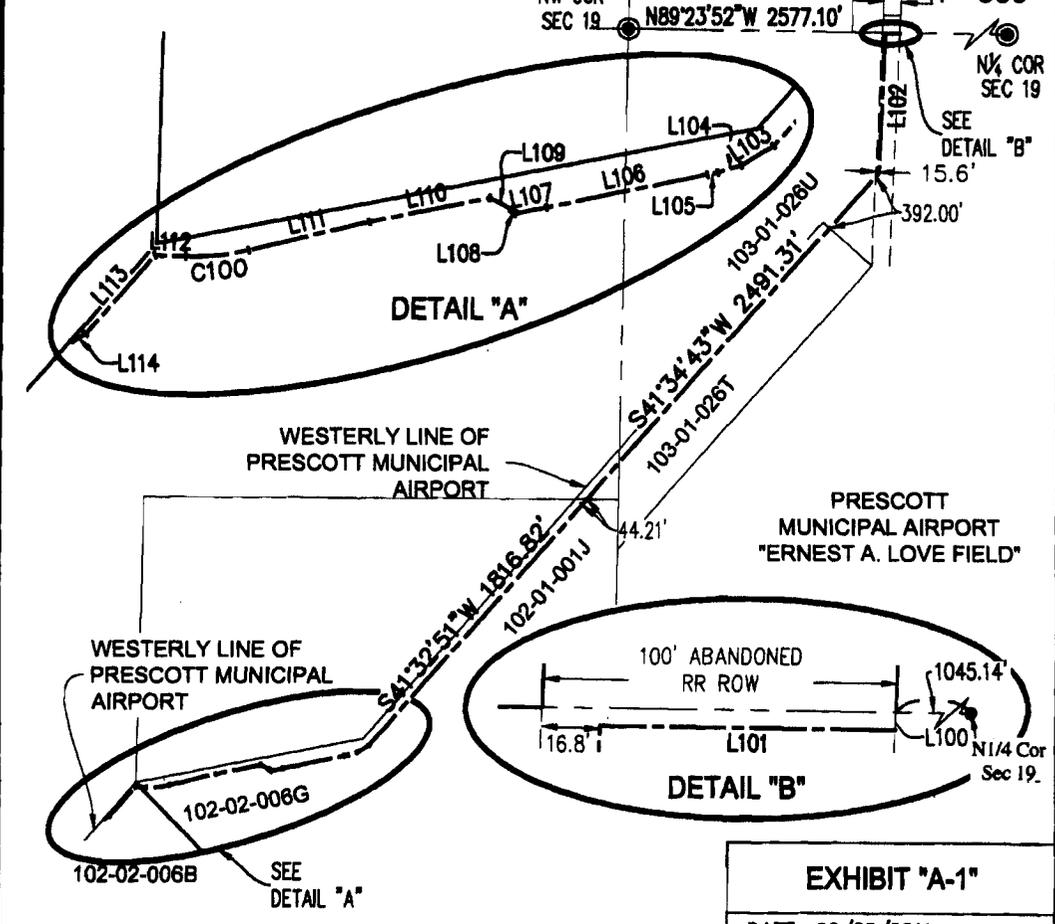
EXHIBIT "A-1"	
DATE: 02/28/2011	
VERSION # 1	
DRAWN BY: JWW	
REVIEWED BY: DRF	
APS PROJECT:	
JOB # 1001.40.00	
Land	
2	OF 4

EXHIBIT "A-1"
ARIZONA PUBLIC SERVICE COMPANY
ELECTRIC EASEMENT

SEC. 19, T15N, R1W, & SEC. 24, T15N, R2W
 OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



SCALE
 1"=800'



LEGEND

	LOT LINE
	SECTION LINE
	☉ OF ELEC EASE

EXHIBIT "A-1"	
DATE: 02/28/2011	
VERSION #: 1	
DRAWN BY: JWW	
REVIEWED BY: DRF	
APS PROJECT:	
JOB#: 1001.40.00	
3	OF 4

EXHIBIT "A-1"
ARIZONA PUBLIC SERVICE COMPANY
ELECTRIC EASEMENT
 SEC. 19, T15N, R1W, & SEC. 24, T15N, R2W
 OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L100	5.00'	S2°21'01"W
L101	83.27'	N89°23'52"W
L102	793.45'	S2°24'42"W
L103	79.54'	S58°30'24"W
L104	50.29'	S72°19'17"W
L105	22.99'	S78°23'21"W
L106	352.38'	S78°23'21"W
L107	66.72'	S78°14'12"W
L108	14.35'	N45°46'34"W
L109	51.03'	N63°14'08"W
L110	260.96'	S78°36'20"W
L111	259.84'	S76°22'44"W
L112	64.76'	N88°16'44"W
L113	221.19'	S41°35'31"W
L114	33.30'	S57°14'44"W

Curve Table			
Curve #	Length	Radius	Delta
C100	133.93'	475.15'	16°08'59"

EXHIBIT "A-1"	
DATE: 02/28/2011	
VERSION # 1	
DRAWN BY: JWW	
REVIEWED BY: DRF	
APS PROJECT:	
JOB#: 1001.40.00	
	
4	OF 4

EXHIBIT B

FEDERAL PROVISIONS

- 1. The Grantee, for himself, his heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained, or otherwise operated on the said property described in the Easement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefit, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.**
- 2. The Grantee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby convey and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Grantee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.**
- 3. That in the event of breach of any of the above nondiscrimination covenants, the Grantor shall have the right to terminate the Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR, Part 21 are followed and completed including expiration of appeal rights.**
- 4. Grantee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Grantee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.**
- 5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance, the Grantor shall have the right to terminate this Easement Agreement and the estate hereby created without**

liability therefore or at the election of the Grantor or the United States either or both said Governments shall have the right to judicially enforce said provisions.

6. Grantee agrees that it shall insert the above five provisions in any Easement Agreement by which said Grantee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein described.
 7. The Grantee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Grantee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the Subpart. The Grantee assures that it will require that its covered sub-organizations provide assurances to the Grantee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effort.
 8. The Grantor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Grantee and without interference or hindrance.
 9. The Grantor reserves the right, but shall not be obligated to the maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Grantee in this regard.
 10. This Easement shall be subordinate to the provisions and requirements of any existing or future agreements between Grantor and the United States, relative to the development, operation or maintenance of the airport.
 11. There is hereby reserved to the Grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein described. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on Ernest A. Love Field, Prescott Municipal Airport.
 12. Grantee Agrees to be responsible for and comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the described premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the described premises.
 13. The Grantee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land described hereunder above a height as determined by the application of the most restrictive requirements of Title 14 CFR
-

Part 77. In the event the aforesaid covenants are breached, the Grantor reserves the right to enter upon the land described hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Grantee.

- 14. The Grantee by accepting this Easement agrees for itself, its successors and assigns that it will not make use of the described premises in any manner which might interfere with the taxiing, landing and taking off of aircraft from Ernest A. Love Field, Prescott Municipal Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Grantor reserves the right to enter upon the premises hereby described and cause the abatement of such interference at the expense of the Grantee.**
- 15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4).**
- 16. This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.**
- 17. The Grantee will conform to airport, Federal Aviation Administration, and Transportation Security Administration safety and security rules and regulations regarding the use of the airport including but not limited to use of the airport operations areas, runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport: and will be subject to penalties as prescribed by the airport for violation of the airport safety and security requirements.**

COUNCIL AGENDA MEMO – 22 March 2011

III-D

DEPARTMENT: City Manager - Grants

AGENDA ITEM: Public Hearing 2011 Draft Annual Action Plan Community Development Block Grants CDBG

Approved By:

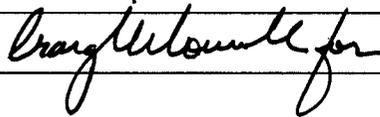
Date:

Department Head: Linda Hartmann

10 March 2011

Finance Director: Mark Woodfill

City Manager: Laurie Hadley



3-14-11

Background:

The City was originally notified of Entitlement eligibility in August 2004. The Mayor appointed a committee and the planning process was initiated. Since then we have processed five action plans and two consolidated plans.

A public Hearing occurred on January 12, 2011. More than 760 post cards were sent to low to moderate income neighborhoods and 32 letters were sent to providers regarding this meeting. Additionally we used a large display ad in the Prescott Daily Courier to touch as many people as possible for this hearing.

The purpose of this meeting was to provide background information to and to gain insight from the community and requests for dollars from service providers. In response to our advertising we had ten requests from providers. The majority of requests were for public service funding and that is capped at 15% of allocated funding. However, we were able to fund some of the requests and we also are recommending funding of rehabilitation/renovation of other facilities.

The public comment period started on March 11, 2011 and will end on April 10, 2011; any and all comments will be incorporated into the final plan for submission to HUD.

Project:

The Advisory Committee recommends approval of proposed funding as follows:

West Yavapai Guidance Clinic	Improvements to 4 facilities	\$157,840.00
Center for Adult Day Care	Replace roof and interior ceiling	45,000.00
CCJ Home Repair	Replace Heating in low income Senior trailers/mobile homes	15,000.00
Fair Housing	Fair Housing Program (PS)	2,500.00
Meals on Wheels	Weekend Emergency Meals (PS)	17,500.00

Agenda Item: Public hearing 2011 Draft Annual Action Plan Community Development Block Grants CDBG

AWEE	Operating Costs (PS)	15,000.00
Community Legal Service	Help for low income Clientele with fair housing issues Seminars and services (PS)	15,000,99
Administration General	All administration to provide Implementation and completion of this grant, including advertising noticing, bid preparation costs, wages, postage and such, contract preparation and investigation.	66,960,99

Financial

It is anticipated that the CDBG projected allocation will be in the amount of \$334,800.

Recommended Action: (1) MOVE to close the public hearing and **(2) MOVE** to approve the 2011 Draft Annual Action Plan.

COUNCIL AGENDA MEMO – 22 March 2011

III-E

DEPARTMENT: City Manager - Grants

AGENDA ITEM: Approval of Contract between the City of Prescott and GL General Contracting, LLC, for renovation of Catholic Charities duplex located at 218/220 Virginia Street

Approved By:

Date:

Department Head: Linda Hartmann

March 09, 2011

Finance Director:

City Manager:

Laurie Hadley

3-14-11

BACKGROUND

In May 2009 the City identified Catholic Charities as a recipient of CDBG funds in the amount of \$67,000. The Department of Housing and NACOG also allocated funding for this renovation.

In order to accomplish the entire project our funding was carried over to the present fiscal year (FY11). In February the City advertised the construction contract. On March 2, 2011, five bids were received:

GL General Contracting, LLC Phoenix, AZ	\$33,145.31
Ravencrest Homes, Prescott, AZ	\$34,772.20
Tierra Verde Builders, Camp Verde, AZ	\$36,369.81
SWG Builders, Prescott AZ	\$37,175.82
DeCarol Company, Prescott, AZ	\$43,772.20

Staff has verified appropriate information for GL General Contracting, including licensing, debarred and suspended contractors list and the Better Business Bureau. References were also checked which included the City of Glendale. The contractor enjoys an excellent reputation and is in the process of submitting their credentials, bond and insurance documents. The contractor understands federal laws including verification and legal status of anyone employed for this project.

The contractor has also hired a subcontractor from the local area, SPE Construction, for electrical and plumbing work.

Recommended Action: **MOVE** to approve a contract between the City of Prescott and GL General Contracting, LLC, in an amount not to exceed \$33,145.31, for renovation of the Catholic Charities duplex located at 218/220 Virginia Street.

COUNCIL AGENDA MEMO – March 22, 2011

III-F

DEPARTMENT: POLICE

AGENDA ITEM: Approval of a FY12 grant application to the Arizona Department of Homeland Security seeking State Homeland Security Grant Program funds in the amount of \$1,000,000.00

Approved By:

Date:

Department Head: Michael Kabbel, Chief of Police	
Finance Director: Mark Woodfill	
City Manager: Laurie Hadley <i>Braight Woodfill for</i>	3-14-11

Summary:

The Prescott Police Department requests approval to submit a grant application to the Arizona Department of Homeland Security seeking State Homeland Security Grant Program funds in the amount of \$1,000,000. If approved, funding will allow continuation of regional interoperability enhancement projects previously administered by the Prescott Valley Police Department.

Background:

The Prescott Police Department has received notification from the Arizona Department of Homeland Security (AZDHS) of the opportunity to apply for FY 2012 State Homeland Security grant funding.

During recent years, the Prescott Valley Police Department has received AZDHS grant awards to fund regional interoperability enhancement projects with the goal to improve public safety communications among neighboring jurisdictions. During FY 2012, the Prescott Police Department will assume managing control of the regional project, and will continue to address concerns necessary to improve and advance preparedness and regional collaboration. Funds sought by the Prescott Police Department will purchase P-25 compliant narrowband mobile radios for our vehicle fleet, as well as new radio consoles for the Prescott Regional Communications Center to replace models with outdated technology currently in use. Additional funds will provide P-25 compliant portable radios with support equipment to the Prescott Fire Department.

To further increase regional interoperability, supplementary funding will be passed through to other regional public safety stakeholders such as the Prescott Valley and Yavapai College Police Departments, and the Central Yavapai Fire District.

Financial Impact:

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

Recommended Action: MOVE to approve completion of a grant application to the Arizona Department of Homeland Security seeking State Homeland Security Grant Program funds in the amount of \$1,000,000.00.

COUNCIL AGENDA MEMO – March 22, 2011

III-G

DEPARTMENT: POLICE

AGENDA ITEM: Approval of three (3) FY12 grant applications to the Governor's Office of Highway Safety seeking total funds in the amount of \$90,500.00.

Approved By:

Date:

Department Head: Michael Kabbel, Chief of Police	
Finance Director: Mark Woodfill	
City Manager: Laurie Hadley <i>Laurie Hadley for</i>	3-14-11

Summary:

The Prescott Police Department requests approval to submit three applications for grant funding provided by the Governor's Office of Highway Safety. The total amount requested is \$90,500. If awarded by the State, the funds will be used to further our Department's ongoing DUI enforcement efforts, conduct selective speed and aggressive driving details, and purchase an enforcement motorcycle equipped with required emergency equipment and a speed detection system.

Background:

The Prescott Police Department has received notification from the Governor's Office of Highway Safety of the opportunity to apply for FY 2012 grant funding. Therefore, our Department requests permission to apply for funding in the categories listed below.

- **DUI Enforcement**

This application will be for \$37,500 and used to offset overtime costs related to personnel services. Funding will allow the Prescott Police Department to continue Holiday DUI Enforcement Details, as well as continued participation with the Tri-City DUI taskforce. Additionally, funding will be used to conduct community educational events such as MADD Victim Impact Panels, New Student Orientation, and Prom/Graduation DUI Awareness. Support materials, such as intoxilyzer supplies and phlebotomy collection equipment, will also be obtained.

- **Speed and Aggressive Driver Enforcement**

This application will be for \$25,000 and used to offset overtime costs related to personnel services and employee expenses. Funding will allow the Prescott Police Department to continue conducting selective enforcement traffic details to deter speed and aggressive driving in high traffic complaint areas, locations known to have speed problems, and locations with high accident rates.

AGENDA ITEM: Approval of three (3) FY12 grant applications to the Governor's Office of Highway Safety seeking total funds in the amount of \$90,500.00.

- **Enforcement Motorcycle Purchase**

This application will be for \$28,000 to purchase an enforcement motorcycle equipped with required emergency lighting and equipment, along with a speed detection system. If obtained, this vehicle will replace a 2005 motorcycle currently in use by the Traffic Safety Section, allowing use of the older vehicle as a trainer.

Financial Impact:

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

Recommended Action: MOVE to approve three (3) grant applications to the Governor's Office of Highway Safety for funding in the total amount of \$90,500.00.

COUNCIL AGENDA MEMO – March 22, 2011	
DEPARTMENT:	POLICE
AGENDA ITEM: Adoption of Resolution No. 4072-1142 approving an Intergovernmental Agreement between Yavapai College and the City of Prescott for the Northern Arizona Regional Training Academy	

Approved By:		Date:
Department Head:	Michael Kappel, Chief of Police	03/14/2011
Finance Director:	Mark Woodfill	
City Manager:	Laurie Hadley <i>Laurie Hadley for</i>	<i>3-14-11</i>

Summary:

The Prescott Police Department requests approval of an Intergovernmental Agreement (IGA) between Yavapai College and the City of Prescott. The purpose of this Agreement will be to formalize the appointment of a Prescott Police Department Sergeant to supervise the Northern Arizona Regional Training Academy (NARTA) at Yavapai College.

Background:

The City of Prescott has cooperated with other regional jurisdictions authorized to employ peace officers to establish and maintain NARTA. As part of this cooperation, the Chief of Police has assigned a Prescott Police Department sergeant to serve as full-time supervisor for the Academy. In return, Yavapai College will pay the full salary and benefits of the assigned sergeant for the period of the Agreement.

The term of this Agreement shall be from January 3, 2011, through January 3, 2015, unless terminated sooner. Either party may terminate this Agreement for any reason whatever, effective 30 days after receipt of written notice.

To offset the loss of this sergeant, the Police Department had previously received permission to fill the vacated position through a promotional process. This personnel action has been completed. Furthermore, upon completion of the IGA, the returning sergeant will be reabsorbed into the Department through an open position created by pending retirements.

Financial Impact:

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

<u>Recommended Action:</u> MOVE to adopt Resolution No. 4072-1142.

RESOLUTION NO. 4072-1142

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COLLEGE TO FORMALIZE THE APPOINTMENT OF A PRESCOTT POLICE DEPARTMENT SERGEANT TO SUPERVISE THE NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) AT YAVAPAI COLLEGE AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott and Yavapai College wish to enter into an Intergovernmental Agreement ("IGA") attached hereto as Exhibit "A," and made a part hereof, to supervise the Northern Arizona Regional Training Academy (NARTA) at Yavapai College; and

WHEREAS, the City of Prescott has cooperated with other regional jurisdictions authorized to employ peace officers to establish and maintain NARTA and pursuant to this IGA, the Chief of Police has assigned a Prescott Police Department sergeant to serve as a full-time supervisor for the academy. In return, Yavapai College will pay the full salary and benefits of the assigned sergeant for the period of the Agreement from January 3, 2011 through January 3, 2015 unless sooner terminated; and

WHEREAS, ARS §§11-951 AND 11-952 authorize "public agencies" such as City of Prescott and Yavapai College to enter into intergovernmental agreements to contract for services and facilities.

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement between the City of Prescott and Yavapai College attached hereto as Exhibit "A," and made a part hereof.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 22nd day of March, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT A**INTERGOVERNMENTAL AGREEMENT
NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA)
ACADEMY SERGEANT
Yavapai College
City of Prescott**

THIS INTERGOVERNMENTAL AGREEMENT – NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) – ACADEMY SERGEANT (the “Agreement”), is entered into this 1st day of January, 2011, by and between the City Council of the CITY OF PRESCOTT, a municipal corporation of Arizona (hereinafter the “City”), for and on behalf of the City’s Police Department, and the Governing Board of YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, doing business as YAVAPAI COLLEGE, a community college district of the State of Arizona (hereinafter the “College”);

WITNESSETH:

WHEREAS, the Arizona Peace Officer Standards and Training Board (“AZ POST”) prescribes minimum courses of training and minimum standards for training facilities of law enforcement officers in the state [ARS §41-1822 (A) (4)]; and,

WHEREAS, in accordance with said standards, the City, Yavapai County, the City of Chino Valley, the College, and other jurisdictions authorized to employ peace officers, have established the Northern Arizona Regional Training Academy (NARTA), a peace officer training academy approved by the AZ POST, at the College; and

WHEREAS, the Police Chief of the City has assigned a Sergeant in the Police Department of the City to spend a significant amount of the Sergeant’s time serving as supervisor of NARTA; and

WHEREAS, the College and City desire to formalize that assignment by assigning the Sergeant as full-time supervisor of NARTA, in return for the College’s payment of the salary and benefits of said officer; and

WHEREAS, The City is authorized to prescribe the powers and duties of its police officers [ARS §9-240(B) (12)]; and

WHEREAS, The College is authorized to enter into this contract [ARS §15-1444(B) (4)]; and

WHEREAS, ARS §11-952 authorizes two or more public agencies (including the City and the College) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in §11-952;

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

Section 1. TERM. The term of this Agreement shall be from January 1, 2011 through January 1, 2014, unless sooner terminated as set forth in Section 5 herein.

Section 2. PURPOSE. The purpose of this Agreement is to set forth the duties and responsibilities of the parties and to formalize the routine appointment by the City of a Police Sergeant to supervise NARTA at the College, in return for the College paying the cost of the salary and benefits of said officer.

Section 3. PERFORMANCE. The performance commitments of the respective parties are as follows:

The City shall—

- (a) ensure through its Police Department that a qualified Sergeant is appointed at all times to supervise NARTA at the College. In so doing, the Police Department shall make every effort to find a qualified substitute or make arrangements to reschedule classes if the designated Sergeant is unavailable for any reason;
- (b) ensure that the designated Sergeant is properly trained and oriented to fulfill the requirements of the position;
- (c) allow the designated Sergeant the time to—
 - (1) properly prepare for each NARTA class;
 - (2) interact with students of NARTA; and
 - (3) participate in any College staff orientation, faculty meetings, and in-service activities;
- (d) provide necessary supervision and evaluation of the designated Sergeant's performance so as to ensure an adequate level of performance; and
- (e) use funds provided by the College to defray the costs of providing this officer to the College.

The College shall—

- (a) provide office space for the designated Sergeant to carry out necessary supervisory responsibilities; and
- (b) provide regular evaluations of the effectiveness and ongoing needs of the officers.

- (c) provide travel funds to the Sergeant to assist the Sergeant in attending AZ POST meetings or any law enforcement trainings approved by College, including but not limited to reimbursement for use of the Sergeant's private vehicle, auto rental, gas card, lodging and meals as provided under College policies for adjunct faculty.
- (d) provide to the Sergeant the adjunct faculty benefit of tuition reimbursement for up to 6 credit hours for each family member, as provided under College policies.
- (e) provide a Program Coordinator to liaise with the Sergeant to ensure that the NARTA program is carried out effectively and efficiently.

Section 4. BUDGETING AND FINANCING. The City shall notify the College in writing before June 30 of the cost for the then current fiscal year of the actual annual salary and benefits of the Sergeant for the next fiscal year. The cost of the actual annual salary and benefits of the Sergeant shall be divided into twelve (12) equal monthly installments paid in arrears. Without demand or notice the College shall pay to City on or before the 15th of each month an equal monthly installment for the full cost of the annual salary and benefits for a Sergeant providing services to the College under the terms of this Agreement.

The College shall pay to the City \$53,367.47 for the full cost of salary and benefits for a Sergeant for services provided by City from January 1, 2011 through June 30, 2011. From July 1, 2011 through January 1, 2014, the College shall pay to the City the full cost of the annual salary and benefits for a Sergeant. The annual rate for a Sergeant shall begin at \$106,734.93, and shall increase or decrease each July 1 based on the actual salary of the Sergeant assigned to this position, but will not increase more than 5% annually during the term of this Agreement. Any increase or decrease to the salary and benefits for a Sergeant shall be adopted by College on or before July 1 of the fiscal year the increase or decrease shall take effect. The College shall make its best efforts to include in its annual budgets the necessary appropriations to meet the cost of its performance hereunder.

Section 5. TERMINATION. This Agreement may be terminated by either party for any reason whatever, effective 30 days after receipt of written notice by the other party. In the event of termination prior to the full term of this Agreement, if the College has paid to the City the salary amount set forth in Section 4 above, the City shall prorate said amount based on the remaining term of this Agreement and shall return the unearned portion to the College within 60 calendar days. In the event of termination prior to the full term of this Agreement, if the College has not yet paid the salary amount set forth in Section 4 above, the College shall prorate said amount based on the remaining term of this Agreement and shall pay the earned portion to the City within 60 calendar days.

This Agreement is contingent upon College appropriating funds to finance the College's responsibilities under this Agreement. If College fails to appropriate sufficient funds, College shall immediately notify City, and this Agreement shall terminate at the end of the period for which sufficient funds were appropriated and available.

Section 6. INDEMNIFICATION. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') for, from and against any and all claims, losses, liability costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by College to indemnify, defend and hold harmless the City shall be limited to, and payable only from, the College's available insurance or self-insurance coverage for liability assumed by contract, if any.

Section 7. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the City and the College. Rather, the Sergeant and other assigned personnel of the City's Police Department are independent contractors for purposes of Article 2, Chapter 7, Title 12, Arizona Revised Statutes.

Solely for the purposes of workers compensation, ARS §23-1022(D) and (E) shall apply and the City shall be solely liable for the payment of workers' compensation benefits for the Sergeant and other assigned personnel providing services under this Agreement.

Section 8. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

College: Yavapai College
1100 E. Sheldon Street
Prescott, Arizona 86301
Attn: President

City: Prescott Police Department
222 South Marina Street
Prescott, AZ 86303
Attn: Police Chief

Section 9. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, acknowledge and deliver to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10. AMENDMENT AND CONSTRUCTION. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 11. CONFLICT OF INTEREST. This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict of interest as described therein.

Section 12. DISPOSITION OF PROPERTY. The parties do not contemplate the joint purchase of any property under this Agreement. Upon termination of this Agreement for any reason, any property purchased by a party shall remain the property of that party, and any party having possession or use of the other party's property shall return such property to the owning party.

Section 13. NONDISCRIMINATION. The parties agree to comply with the nondiscrimination in government contract provisions of Executive Order No. 2009-09, and hereby incorporate by reference its terms into this Agreement as if fully set forth herein.

Section 14. RESOLUTIONS. Attached hereto are the authentic copies of each appropriate action by ordinance, resolution or otherwise of the governing body of each party authorizing the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

CITY OF PRESCOTT, a municipal corporation of Arizona, (City)

Marlin Kuykendall, Mayor

ATTEST:

Elizabeth A. Burke, City Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott Valley City Attorney for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.

Gary Kidd, City Attorney

YAVAPAI COLLEGE, a community college district of
the State of Arizona, (College)

Dr. James Horton, President
Yavapai College

ATTEST:

Secretary

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for Yavapai College for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the College under the laws of the State of Arizona.

Attorney for College

COUNCIL AGENDA MEMO – March 22, 2011

III-I

DEPARTMENT: City Manager

AGENDA ITEM: Reservations of water for requests to rezone vacant residential parcels

Approved By:

Date:

Regional Programs Director: Craig McConnell <i>Craig McConnell</i>	3-9-11
Finance Director: Mark Woodfill	
City Manager: Laurie Hadley <i>LH</i>	

Item Summary

At their meeting of March 8, 2011, the Council Water Issues Committee considered two requests for rezoning of vacant residential properties (RZ10-001 and RZ10-002). Together these requests involve a net increase of 255 dwelling units, and 43.20 acre-feet of water demand, over 10% of the current availability (421.01 acre-feet) in the alternative water category of the City's Water Portfolio:

	2010	2011
<u>Unallocated Balance Forward</u>	499.16 AF	421.01 AF
<u>Budget for Year Available for Allocation</u>		
Market	160	160
Workforce	40	40
<u>Allocations Made Year to Date</u>	78.15 AF	
Market	38.15	
Workforce	0	
Granite Dells Estates Reservation	40	
<u>Current Available for Allocation</u>		
Market	121.85	
Workforce	40	
<u>Unallocated Balance at Year End</u>	421.01 AF	

Following discussion, the Council Water Issues Committee, provided a recommendation to the Council as a whole that due to the limited quantity of alternative water available to the City (421.01 acre-feet), in the event a vacant residentially zoned parcel is rezoned, the present reservation of water for that parcel should not be increased to reflect any increase in dwelling units created by the rezoning. At such time as an actual application for development of the property is submitted in the future, the Council will consider a water service agreement providing for the increase in density.

Agenda Item: Reservations of water for requests to rezone vacant residential parcels

Resolution No. 4071-1141 (attached) will implement the recommendation of the Council Water Issues Committee.

Attachment - Resolution No. 4071-1141

Recommended Action: MOVE to adopt Resolution No. 4071-1141.

RESOLUTION NO. 4071-1141

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE 2005-2010 WATER MANAGEMENT POLICY, AS EXTENDED, TO PROVIDE FOR RESERVATIONS OF WATER FOR VACANT RESIDENTIAL UNWATERED PARCELS, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, Resolution No. 3807, as adopted on March 27, 2007, set forth the 2005-2010 Water Management Policy for the City of Prescott; and

WHEREAS, Resolution No. 4058-1128, as adopted on December 14, 2010, extended said policy until it is replaced with a new long term water management policy or otherwise repealed; and

WHEREAS, considering the limited quantity of alternative water available for allocation to serve new demand within Prescott and to assure that said quantity is not unduly depleted by increased reservations for Vacant Residential Unwatered Parcels for which no development plans have been submitted.

ENACTMENTS:

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

SECTION 1. THAT from the effective date hereof, in the event the zoning of a property within the city limits classified as a Vacant Residential Unwatered Parcel is changed which would increase the number of residential dwelling units, the reservation of water for said property shall not be increased at the time of such rezoning to reflect the additional demand corresponding to the increase in dwelling units; and any existing reservation shall remain in force.

SECTION 2. THAT the record of the rezoning proceedings described in SECTION 1 shall include a notation that the water reservation has not been increased, and no entitlement to additional water to serve the rezoned property corresponding to the increase in dwelling units is created by the rezoning approval.

SECTION 3. THAT the legal entitlement to water for a property is created solely by approval of a water service agreement approved by the City Council pursuant to the City Code and 2005-2010 Water Management Policy for the City of Prescott, as extended.

SECTION 4. THAT the Mayor and staff are hereby authorized 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 22nd day of March, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – March 22, 2011

DEPARTMENT: Public Works

AGENDA ITEM: Approval of a professional services agreement with Civiltec Engineering, for Professional Engineering and Surveying Services to develop Final Plans, Specifications and Estimates for the Cliff Rose Drainage Improvement Project and the Black Hawk Drainage Improvement Project in an amount not to exceed \$129,939.00.

Approved By:

Date:

Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Laurie Hadley <i>Lois H. Woodfill for</i>	3-14-11

Item Summary

This item is to approve a professional services agreement with Civiltec Engineering for engineering analysis, preparation and submittal of design documents for drainage improvement projects located in the Cliff Rose Subdivision in the area of Boardwalk/Marvin Gardens and the Black Hawk Subdivision. The design documents will detail major drainage improvements designed to convey the 25-year stormwater runoff event in these areas.

Background

On August 31, 2010, the City Council approved an Intergovernmental Agreement, (Resolution No. 4044-1114) with the Yavapai County Flood Control District for acceptance of FY11 funding in the amount of \$728,796.00 to be used by the City for drainage improvement projects.

On November 23, 2010, Council approved a \$93,921 contract with Civiltec Engineering providing for development of a master drainage plan for the Cliff Rose and Black Hawk Subdivisions and portions of the Prescott Lakes area.

The master plan study has identified through surveys, topographic data, hydrologic and hydraulic analysis and a written survey of local residents, deficiencies in existing drainage infrastructure resulting in localized flooding issues. While the master plan has not yet been completed, preliminary findings of the study have identified that the Cliff Rose Subdivision in the area of Boardwalk/Marvin Gardens and the Blackhawk Subdivision are experiencing significant flooding issues during 10 and 25-year storm events and will require retrofitting of existing drainage infrastructure in order to reduce the associated impacts. Through analysis of field conditions, staff estimates that over 25 residential properties in the Boardwalk/Marvin Gardens area and over 25 residential properties in the Blackhawk Subdivision are being affected by drainage deficiencies.

III-J

Agenda Item: Approval of a professional services agreement with Civiltec Engineering for Professional Engineering and Surveying Services to develop Final Plans, Specifications and Estimates for the Cliff Rose Drainage Improvement Project and the Black Hawk Drainage Improvement Project in an amount not to exceed \$129,939.00.

This contract will include design of both above and below ground drainage facilities within the Cliff Rose Subdivision, the Rowle P. Simmons Adult Center property, the undeveloped property to the east and adjacent to the Center, and the Boardwalk/Marvin Gardens areas. Specific improvements will include new storm drain enhancements, conveyance channelization, and detention pond upgrades. Additionally, this contract will include design of above ground and below ground drainage facilities in the Blackhawk Subdivision along Lakeview Drive, Golden Bear Drive and Golden Hawk Drive.

The master plan for the Cliffrose and Blackhawk Subdivisions and portions of Prescott Lakes Subdivision is scheduled to be completed in May 2011. Additional areas are expected to be identified by that document for retrofit improvements in the future. The projects defined in this design contract have been identified as priority projects and implementation of these improvements will benefit a significant number of home owners.

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 the master plan contract and subsequent design work. The scope of services and fees for the design of these drainage improvements were successfully negotiated and are attached for reference.

Project Schedule

Commence Design	March 23, 2011
Complete Submittal	July 1, 2011

Budget

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

Additional funding in FY12 is anticipated for construction of these projects through a new Intergovernmental Agreement with the Yavapai County Flood Control District in August 2011. Estimated construction costs for these are projects are \$900,000 for the Cliff Rose Subdivision and \$500,000 for the Blackhawk Subdivision.

Attachments

- Exhibit A – Project Limits Map, Boardwalk/Marvin Gardens
- Exhibit B – Project Limits Map, Blackhawk Subdivision
- Exhibit C - Scope of Services & Fees

Agenda Item: Approval of a professional services agreement with Civiltec Engineering for Professional Engineering and Surveying Services to develop Final Plans, Specifications and Estimates for the Cliff Rose Drainage Improvement Project and the Black Hawk Drainage Improvement Project in an amount not to exceed \$129,939.00.

Recommended Action: **MOVE** to approve a professional services agreement with Civiltec Engineering for Professional Engineering and Surveying Services to develop Final Plans, Specifications and Estimates for the Cliff Rose Drainage Improvement Project and the Black Hawk Drainage Improvement Project in an amount not to exceed \$129,939.00.

EXHIBIT A
PROJECT LIMITS MAP
BOARDWALK/MARVIN GARDENS



ROWLE P. SIMMONS
ADULT CENTER

BLUENING BLVD

SAUNGEY LN

W. WOODBURN BLVD



Civil Engineers and Land Surveyors
Prescott Phoenix Monrovia

March 10, 2011

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 Final Plans, Specifications and Estimates for identified drainage projects in Prescott.

Dear Greg:

We are pleased to move to further develop the existing 15% plans to final plans for identified drainage improvements in the Cliff Rose and Blackhawk area. The following services will be performed...

PHASE 1 – PRELIMINARY DATA COLLECTION

Task 1: Utility Research

This task includes research of existing utility locations with utility companies and City GIS department as well as Blue Stake to obtain data relative to the locations of existing utilities. After the Blue Staking process, utility surveying will be done in accordance with task 2.

Task 2: Coordinate with Utility Companies

This task includes meeting with utility companies at the outset of design, and the 60% plan development process. The focus of the first meeting is to discuss known or suspected utility issues that may affect the project(s) and the focus of the second meeting will be to present solutions to utility issues.

Task 3: Design Survey with emphasis on blue stake

This task includes additional design surveying with an emphasis on blue stake results to identify utility locations more accurately. Additional design surveying includes locations of water valves, manholes, hydrants, markers, and other surface features to assist in the project design process. All surveying will be on City of Prescott's modified state plane coordinate system based on ground distances.

PHASE 2 – PLANS, SPECIFICATIONS & ESTIMATE DEVELOPMENT

Task 1: Base Mapping

This task includes continued development of base mapping including surveyed locations of germane site improvements, utility locations and topography needed to develop final construction plans for the project.

Task 2: Identify Easement needs

This task includes identifying and preliminarily establishing size and locations for permanent and construction easements that may be needed for planned project improvements. This task will be performed before or during the 30% construction plan development phase in an effort to ascertain whether certain facilities needing easements will actually undergo final design.

Task 3: Easement acquisition coordination

This task includes assisting City forces in meetings with property owners and title representatives in order to clarify permanent and construction easement needs for various site facilities. It is anticipated that City forces will acquire title reports and finalize acquisition negotiations with affected property owners.

Task 4: 30% Plan and Estimate Development

This task includes development of 30% plans for all improvements identified in the conceptual design (15%) phase of the Cliff Rose/Blackhawk ADMS and additional grading and channelization plans for flows that traverse the Rowley Simmons Adult Center and vacant land lying directly to the east of the Center. Project design plans will be prepared at a scale of 1"=20 feet horizontally and 1"=10 feet vertically for profile views. Plans will consist of construction plan sheets and detail sheets for inlets, outlets and storm drain system appurtenances. Plan notes will be omitted and all project specifications will be included in general and special provisions of the contract specifications document. An updated preliminary cost estimate will be generated based on 30% plans.

Task 5: 60% Plans, Specifications, and Estimate Development

This task includes continued development and inclusion of 30% design comments for preparation of 60% plans. Plans will consist of further development of construction plan sheets and detail sheets for inlets, outlets and storm drain system appurtenances. Draft project specifications will be prepared which include reference to City Standard Specifications and Standard Technical Specifications with modifications therein described in a set of Special Provisions. Front end contract documents will be created and developed by City Staff. An updated cost estimate will be generated based on 60% plans.

Task 6: 90% Plans, Specifications, and Estimate Development

This task includes continued development and inclusion of 60% design comments for preparation of 90% plans. Plans will consist of further development of construction plan sheets and detail sheets for inlets, outlets and storm drain system appurtenances. Draft project specifications will be prepared which include reference to City Standard Specifications and Standard Technical Specifications with modifications therein described in a set of Special Provisions. Front end contract documents will be created and developed by City Staff. An updated cost estimate will be generated based on 90% plans.

Task 7: 100% Plans, Specifications, and Estimate Development

This task includes continued development and inclusion of 90% design comments for preparation of 100% plans. Plans will consist of further development of construction plan sheets and detail sheets for inlets, outlets and storm drain system appurtenances. Draft project specifications will be prepared which include reference to City Standard Specifications and Standard Technical Specifications with modifications therein described in a set of Special Provisions. Front end contract documents will be created and developed by City Staff. An updated cost estimate will be generated based on 100% plans.

PHASE 3 – HYDRAULIC CALCULATIONS

Task 1: Street and Catch Basin Hydraulics

This task includes final hydraulic calculations for drainage devices, channels, or other types of structures that affect areas of particular interest as identified in the conceptual design (15%) phase. Street cross sections will be utilized to calculate street capacities, and FHWA modeling for catch basin hydraulics. Results from this task will be included in a System Hydraulics Report as described in task 5.

Task 2: Storm Drain System Hydraulics

This task includes modeling of storm drain hydraulics including hydraulic gradeline, jump and drop characteristics, velocity calculations, and other system hydraulic characteristics for pipes and channels. Hydraulics will be calculated using WSPG (water surface profile gradient) software.

Task 3: Culvert Hydraulics

This task includes modeling of culvert capacities and hydraulics including headwater and tailwater characteristics, and velocity calculations.

Task 4: Outlet design

This task includes design of outlets, particularly the outlets at Smoke Tree Lane, Marvin Gardens Lane, Boardwalk Avenue, and Oriental Avenue. It is anticipated that rip-rap energy dissipation will be utilized with possible wired gabion stabilization methods.

Task 5: Prepare System Hydraulics Report

This task includes the preparation of a System Hydraulics Report which includes a table of contents, executive summary, detailed explanation of system hydraulics, modeling results and a tabular summary of hydraulic characteristics of catch basins, pipes, channels, and outlet structures.

PHASE 4 – MAPPING SERVICES

Task 1 – Legal Descriptions and Exhibits – TCE's

This task includes preparation of up to 6 legal descriptions and accompanying exhibit maps that City forces can utilize and attach to temporary construction easement deed documents for Council action.

Task 2 – Legal Descriptions and Exhibits – Final Drainage Easements

This task includes preparation of up to 6 legal descriptions and accompanying exhibit maps that City forces can utilize and attach to permanent drainage easement deed documents for Council action.

PHASE 5 – PROJECT MANAGEMENT

Task 1: Meeting attendance

This task includes attendance of up to 8 meetings with City forces and property owners during the project design process.

Task 2: General Project Management

This task includes general project management including in-house staffing management, general correspondence, processing, and other typical project management duties.

PHASE 6 – FINAL DELIVERABLES

Task 1: Final Base Plans on City Coordinate System

This task includes deliverance of final base plans based on the City coordinate system to Public Works.

Task 2: Digital Copies of Plans, Specifications, Estimates – PDF's

This task includes deliverance of digital copies of final Plans, Specifications, Estimates and Hydraulics Report in PDF format to Public Works.

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.

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.

A handwritten signature in black ink, appearing to read "R. Shroads". The signature is written in a cursive, flowing style.

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

cc: Gwen Rowitsch, City Engineering Assistant

COUNCIL AGENDA MEMO – March 22, 2011	
DEPARTMENT: Community Development	
AGENDA ITEM: Rezone approx. 14.03 acres located at 3351 Gateway Blvd. (south of Gateway Mall) from SF-12 to MF-M. Agent: Scott Lee; Owner: Bullwhacker Associates; APNs: 103-20-596K and -611A., File No. RZ10-002	
Department Head: Tom Guice	
City Manager: Laurie Hadley <i>Braightbourne for</i>	<i>3-14-11</i>

REQUEST

Rezone ±14.03 acres from Single-Family Residential -12,000 sq. ft. minimum lot size (SF-12) Zoning District to the Multi-Family Medium Density (MF-M) Zoning District. The total density allowed on the property will increase from 61.9 units in the SF-12 zoning to 294.6 units based on the proposed MF-M zoning. No specific development project is proposed at this time.

Planning Commission Recommendation: On February 10, 2011, the Commission recommended approval by a vote of 6-0.

Resolution No. 4071-1141 is on the Council Agenda and addresses water reservations.

Area Meeting: An area meeting held on January 19, 2011 was attended by eight residents. Discussion points included access to the site, project type and density (apartments, condos, patio homes, townhomes). The applicant indicated future use of the property has not been determined at this time. One concept presented was the development would comprise smaller patio homes. The applicant advised there interest at this time is to establish zoning consistent with the Ranch Master Plan and Prescott General Plan to facilitate development when economic conditions improve.

Opposition and Support: Staff has not received any calls or correspondence opposed to the project. One call was received which was neither for nor against the project, and one e-mail (attached) was received in support.

STAFF ANALYSIS

Existing Conditions: The site is vacant. Existing vegetation consists of native grasses, scrub oak, and junipers on slopes generally less than 20%. Street access to the property will be from Gateway Blvd.

Land Use Compatibility: The proposed rezoning to multi-family medium is in conformance with the Ranch Master Plan, the Prescott East Area Plan and Prescott General Plan.

Street Access: Access will be from Gateway Blvd. and established at the time the property goes through the preliminary plat process.

Recommended Action: Move to adopt Ordinance 4782-1133, with no change in the alternative water reservation pursuant to Resolution No. 4071-1141.

ORDINANCE NO. 4782-1133

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED AT 3351 GATEWAY BLVD., SOUTH OF GATEWAY MALL, FROM SINGLE-FAMILY RESIDENTIAL-12,000 SQ. FT. MINIMUM LOT SIZE (SF-12) TO MULTI-FAMILY MEDIUM DENSITY (MF-M)

RECITALS:

WHEREAS, the owners of certain properties within the corporate limits of the City of Prescott have requested a rezoning of their property; and

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held public hearings regarding said rezoning; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to rezone certain property; and consistent with the General Plan; and

WHEREAS, the requirements of Section 9.15 of the City of Prescott *Land Development Code* have been complied with.

ENACTMENTS:

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

SECTION 1. THAT, the following described parcel of land, approximately further described in Exhibit A attached hereto and made a part hereof, is hereby reclassified as follows: SINGLE-FAMILY RESIDENTIAL-12,000 SQ. FT. MINIMUM LOT SIZE (SF-12) TO MULTI-FAMILY MEDIUM DENSITY (MF-M).

SECTION 2. THAT the Mayor and staff are hereby authorized to take all necessary steps to effectuate such rezoning.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 22nd day of March, 2011.

MARLIN D. KUYKENDALL, Mayor

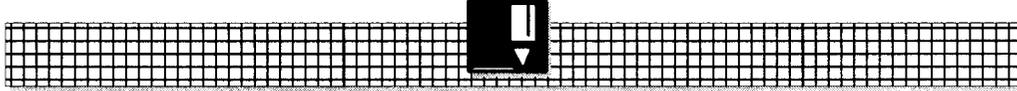
ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

“Exhibit A”
G. MICHAEL HAYWOOD
REGISTERED LAND SURVEYOR



212 S. Marina St. ♦ P. O. Box 1001 ♦ Prescott, Arizona 86302
Phone 928-778-5101 ♦ Fax 928-778-9321 ♦ email mike@mhainc.net

PROPERTY DESCRIPTION
Portion of Sec. 31, T14N-R1W

All that portion of Section 31, Township 14 North, Range 1 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona. More particularly described as follows:

Commencing at the Southwest corner of said Section 31;

Thence, South 89°51'09" East, 319.37 feet to a point on the South line of said Section 31 and the **POINT OF BEGINNING**;

Thence, North 29°34'17" East, 994.95 feet to a point on the South right-of-way of Gateway Boulevard;

Thence, South 61°47'24" East, 106.20 feet to a point on said right-of-way;

Thence, South 69°05'25" East, 53.03 feet to a point on said right-of-way, the beginning of a non-tangent curve, concave Northerly, with a radius of 986.90 feet and a center point bearing North 24°47'41" East;

Thence, Easterly along said curve through a central angle of 21°19'14", a length of 367.24 feet to a point of tangency on said right-of-way;

Thence, South 86°31'53" East, 57.33 feet along said right-of-way to the intersection of the said South right-of-way of Gateway Boulevard with the Westerly right-of-way of the abandoned right-of-way of Lee Boulevard, as shown on the Map of Abandonment in Book 41 of Maps and Plats, Page 9, on file in the office of the Yavapai County Recorder, being a point on a non-tangent curve, concave Easterly, with a radius of 374.81 feet and a center point bearing South 63°55'35" East;

Thence, Southerly along said curve and abandoned right-of-way through a central angle of 24°53'11", a length of 162.80 feet;

Thence, South 01°11'14" West, 314.01 feet along said abandoned right-of-way to the beginning of a tangent curve, concave Easterly, with a radius of 375.00 feet;

Thence, Southeasterly along said curve and abandoned right-of-way through a central angle of $14^{\circ}13'03''$, a length of 93.05 feet to a point of tangency;

Thence, South $13^{\circ}01'49''$ East, 54.05 feet along said abandoned right-of-way to the intersection of the existing right-of-way of Lee Boulevard;

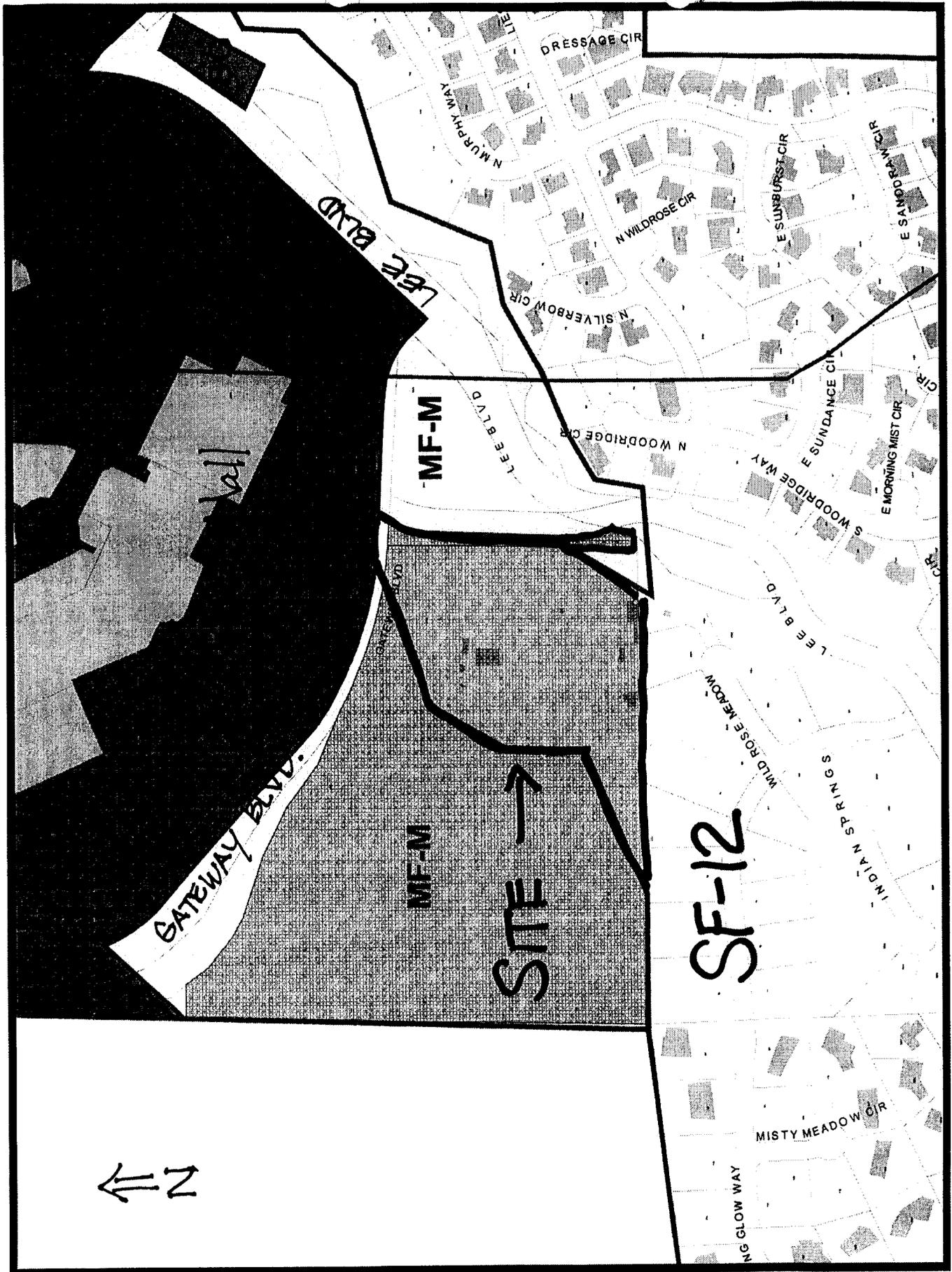
Thence, continuing South $13^{\circ}01'49''$ East, 65.78 feet along said existing right-of-way to the beginning of a non-tangent curve, concave Westerly, with a radius of 109.00 feet and a center point bearing South $76^{\circ}57'03''$ West;

Thence, Southerly along said curve and existing right-of-way through a central angle of $14^{\circ}07'46''$, a length of 26.88 feet to the intersection of the said abandoned right-of-way and the South line of said Section 31;

Thence, North $89^{\circ}51'09''$ West, 1040.18 feet to the **POINT OF BEGINNING**;

Containing 14.03 acres, more or less.

10-123
Bullwhacker
10-25-10



← N

GATEWAY BLVD.

MF-M

SITE →

SF-12

MF-M

DRESSAGE CIR

N MURPHY WAY

N WILDROSE CIR

E SUNBURST CIR

E SANDBAR CIR

N SILVERBOW CIR

N WOODRIDGE CIR

E SUNDANCE CIR

E MORNING MIST CIR

S WOODRIDGE WAY

LEE BLVD

WILD ROSE MEADOW

INDIAN SPRINGS

MISTY MEADOW CIR

NG GLOW WAY

February 10 Planning and Zoning Public Hearing

Robert & Maxine Tinney [tinneys2@hotmail.com]

Sent: Tuesday, February 01, 2011 6:52 PM

To: Bacon, Mike; Smith, Ryan

Dear City of Prescott Planning and Zoning Commission Members,

Thank you for the invitation to attend the Area Meetings, *courtesy review*, and Public Hearings and to submit input with regards to "The Shops at Prescott Gateway" and the two Ranch Rezoning Requests (Addendum¹). As Homeowners in The Ranch at Prescott, we are **in support of** all three of these Items.

The insight of the City of Prescott leaders to continue supporting economic growth and development of our Community is most appreciated. Many of The Ranch residents are excited about *Trader Joe's* and possible restaurants locating in "The Shops at Prescott Gateway".

The two Ranch rezoning parcels will allow future quality expansion consistent with The Ranch development and allow current residents of The Ranch to future downsizing to casitas, condos or patio homes should they wish. The attention to *Architectural Design Guidelines* and *Covenants, Conditions and Restrictions* by the Bullwhacker Development was primary in our decision to consider Prescott for purchasing our lot and the building of our home in The Ranch.

Your consideration and support of these three projects are most appreciated.

Respectfully,

Bob and Maxine Tinney

2690 Moonridge Circle, Prescott, AZ 86303

Telephone: 928-541-9211 Email: tinneys2@hotmail.com

Addendum¹ City Planning and Zoning Items:

SI11-001 & CC11-001 - Site Plan Review for "The Shops at Prescott Gateway" at the Southwest corner of S.R. 69 and Lee Blvd. APN is 103-20-570M. Applicant is Red Real Estate Advisors. Community Planner Ryan Smith.

RZ10-001 - Rezone Parcels from RE-2 to SF-12 for property on Walker Road. APN 103-20-610, -002J and -002P. Applicant is Scott Lee. Community Planner Mike Bacon. (Vote February 10, 2011)

<http://chromium.ad.cityofprescott.org/owa/?ae=Item&t=IPM.Note&id=RgAAAADNh5SszndROSS...> 2/9/2011

COUNCIL AGENDA MEMO - March 22, 2011	
DEPARTMENT: Community Development	
AGENDA ITEM: Rezone approximately 8.02 acres of property located at 100 N. Walker Road (south of Hwy 69) from RE-2 Acre to SF-12. Agent: Scott Lee; Owner, Bullwhacker Assoc., APN: 103-20-610, -002J and -002P, RZ10-001.	
Department Head: Tom Guice	
City Manager: Laurie Hadley	<i>Brayton</i> for 3-14-11

REQUEST

Rezone ±8.02 acres from Rural Estate-2 Acre minimum lot size zoning district (RE-2) to the Single-Family Residential-12,000 sq. ft. minimum lot size (SF-12) zoning district. The total density allowed on the property will increase from 4 units in RE-2 Acre zoning to 26.5 units under the proposed SF-12. No specific development project is proposed at this time.

Planning Commission Recommendation: On February 10, 2011, the Commission recommended approval by a vote of 6-0.

Resolution No. 4071-1141 is on the Council Agenda and addresses water reservations.

AREA MEETING: The area meeting held on January 19, 2011 was attended by eight area residents and lasted one hour. Discussion points included type of development (single-family) and drainage. Staff has not received any calls or correspondence opposed to the project. One e-mail (attached) was received in support.

STAFF ANALYSIS

Existing Conditions; The site is vacant and consists primarily of native grasses with scrub oak, junipers, and ponderosa pines on slightly sloping ground.

General Plan/Ranch Master Plan: The proposed rezoning is consistent with the Prescott General Plan and Ranch Master Plan land use designations. The Master Plan formerly designated the project site as an equestrian center.

Street Access: Access will be from Walker Road and established at the time the property goes through the preliminary plat process.

SUGGESTED ACTION:MOVE to adopt Ordinance No. 4785-1136, with no change in the alternative water reservation pursuant to Resolution No. 4071-1141.

ORDINANCE NO. 4785-1136

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED AT 100 N. WALKER ROAD FROM RURAL ESTATE-2 ACRE MINIMUM LOT SIZE (RE-2) TO THE SINGLE-FAMILY RESIDENTIAL-12,000 SQ. FT. MINIMUM LOT SIZE (SF-12)

RECITALS:

WHEREAS, the owners of certain properties within the corporate limits of the City of Prescott have requested a rezoning of their property; and

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held public hearings regarding said rezoning; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to rezone certain property; and consistent with the General Plan; and

WHEREAS, the requirements of Section 9.15 of the City of Prescott *Land Development Code* have been complied with.

ENACTMENTS:

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

SECTION 1. THAT, the following described parcel of land, approximately further described in Exhibit A attached hereto and made a part hereof, is hereby reclassified as follows: SINGLE-FAMILY RESIDENTIAL-12,000 SQ. FT. MINIMUM LOT SIZE (SF-12)

SECTION 2. THAT the Mayor and staff are hereby authorized to take all necessary steps to effectuate such rezoning.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 22nd day of March, 2011.

MARLIN D. KUYKENDALL, Mayor

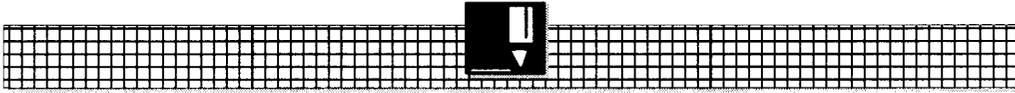
ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

Exhibit "A"
G. MICHAEL HAYWOOD
REGISTERED LAND SURVEYOR



212 S. Marina St. ♦ P. O. Box 1001 ♦ Prescott, Arizona 86302
 Phone 928-778-5101 ♦ Fax 928-778-9321 ♦ email mike@mhainc.net

PROPERTY DESCRIPTION
 Portion of Sec. 31, T14N-R1W

All that portion of Section 31, Township 14 North, Range 1 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona. More particularly described as follows:

BEGINNING at the Southeast corner of Lot 45, THE RANCH AT PRESCOTT UNIT ONE, as recorded in Book 25 of Maps and Plats, Pages 21 and 22, on file in the office of the Yavapai County Recorder, being a point on the South line of said Section 31;

Thence, North 17°00'00" East, 220.00 feet to the Southeast corner of Lot 55, THE RANCH AT PRESCOTT UNIT ONE;

Thence, North 43°00'00" East, 250.00 feet to an angle point in the East line of Lot 56, THE RANCH AT PRESCOTT UNIT ONE;

Thence, North 48°34'52" East, 563.67 feet to an angle point in the East line of Lot 60, THE RANCH AT PRESCOTT UNIT ONE, being a point on the West right-of-way of Walker Road, as recorded in Book 12 of Maps and Plats, Page 27, on file in the office of the Yavapai County Recorder;

Thence, South 00°33'35" West, 88.29 feet to a point on the West right-of-way of Walker Road, being the beginning of a tangent curve, concave Easterly, with a radius of 1232.80 feet;

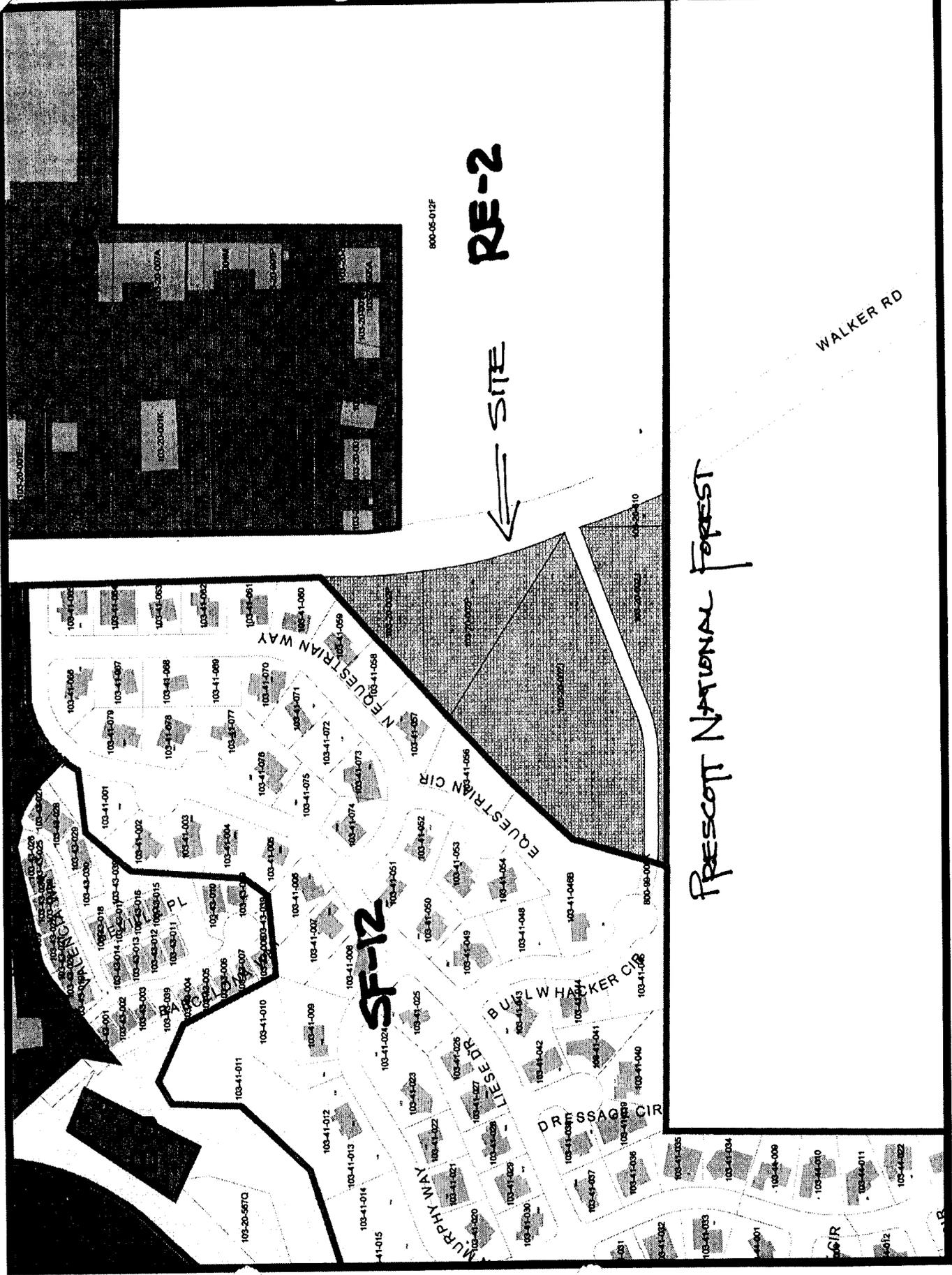
Thence, Southeasterly along said curve and Walker Road right-of-way through a central angle of 32°58'30", a length of 709.50 feet to a point of tangency on the Westerly right-of-way of Walker Road;

Thence, South 32°24'55" East, 19.47 feet to the point of intersection of the West right-of-way of Walker Road and the South line of said Section 31, being the Southeast corner of Government Lot 24, according to the patent recorded in Book 2006 of Official Records, Pages 352 and 353, on file in the office of the Yavapai County Recorder;

Thence, North 89°14'03" West, 859.20 feet along the South line of said Section 31 to the **POINT OF BEGINNING**;

Containing 8.0197 acres, more or less.

10-123
Bullwhacker
10-13-10



800-05-012F

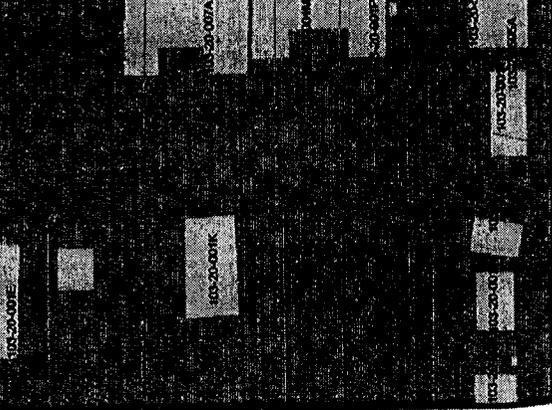
RE-2

← SITE

WALKER RD

PRESCOTT NATIONAL FOREST

SF-12



February 10 Planning and Zoning Public Hearing

Robert & Maxine Tinney [tinneys2@hotmail.com]

Sent: Tuesday, February 01, 2011 6:52 PM

To: Bacon, Mike; Smith, Ryan

Dear City of Prescott Planning and Zoning Commission Members,

Thank you for the invitation to attend the Area Meetings, *courtesy review*, and Public Hearings and to submit input with regards to "The Shops at Prescott Gateway" and the two Ranch Rezoning Requests (Addendum¹). As Homeowners in The Ranch at Prescott, we are **in support of** all three of these Items.

The insight of the City of Prescott leaders to continue supporting economic growth and development of our Community is most appreciated. Many of The Ranch residents are excited about *Trader Joe's* and possible restaurants locating in "The Shops at Prescott Gateway".

The two Ranch rezoning parcels will allow future quality expansion consistent with The Ranch development and allow current residents of The Ranch to future downsizing to casitas, condos or patio homes should they wish. The attention to *Architectural Design Guidelines* and *Covenants, Conditions and Restrictions* by the Bullwhacker Development was primary in our decision to consider Prescott for purchasing our lot and the building of our home in The Ranch.

Your consideration and support of these three projects are most appreciated.

Respectfully,

Bob and Maxine Tinney

2690 Moonridge Circle, Prescott, AZ 86303

Telephone: 928-541-9211 Email: tinneys2@hotmail.com

Addendum¹ City Planning and Zoning Items:

SI11-001 & CC11-001 - Site Plan Review for "The Shops at Prescott Gateway" at the Southwest corner of S.R. 69 and Lee Blvd. APN is 103-20-570M. Applicant is Red Real Estate Advisors. Community Planner Ryan Smith.

RZ10-001 - Rezone Parcels from RE-2 to SF-12 for property on Walker Road. APN 103-20-610, -002J and -002P. Applicant is Scott Lee. Community Planner Mike Bacon. (Vote February 10, 2011)

<http://chromium.ad.cityofprescott.org/owa/?ae=Item&t=IPM.Note&id=RgAAAADNh5SszndROS5...> 2/9/2011

COUNCIL AGENDA MEMO – March 22, 2011

III-M

DEPARTMENT: Community Development

AGENDA ITEM: Public Hearing and adoption of Ordinance No. 4786-1137 amending the Land Development Code language pertaining to transitional housing and group homes in accordance with the federal Fair Housing Act, File No. LDC11-002.

Approved By:

Date:

Department Head: Tom Guice

Finance Director: Mark Woodfill

City Manager: Laurie Hadley



3-15-11

SUMMARY:

Sections of the Land Development Code addressing group homes and transitional housing are out of compliance with the federal Fair Housing Act and are not currently enforceable. The goal of the proposed text amendments is to create legally defensible zoning regulations for these types of residences.

PLANNING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission reviewed the proposed amendment at its meetings on January 13, January 27, and February 24, 2011. These meetings included a review of federal fair housing law, case law concerning transitional housing and group homes, and public comment from operators of residences for the disabled. There was no public opposition to these amendments at the public hearings. No written comments have been received.

At the February 24, 2011 public hearing, the Planning and Zoning Commission voted unanimously to recommend approval of LDC11-002, Land Development Code Amendment for Transitional Housing.

BACKGROUND:

The Land Development Code was adopted in 2003. In March of 2004, new language was adopted (Resolution 3594) pertaining to transitional Housing and Assisted Living, which defined those categories and incorporated them into the Permitted Use Table. Later in 2004, the Arizona Center for Disability Law sent a letter to the City with notification that the new language in the LDC relating to transitional housing was out of compliance with the Fair Housing Act.

It has been shown that the courts will overwhelmingly support group homes, often in opposition to the desires of municipalities. The basis for these decisions is the Fair Housing Act's amendment of 1988. This amendment was enacted to protect people with disabilities living in *community residences for the disabled*, also known as group homes, recovery centers, and halfway houses. The purpose of the amendment was to ensure

AGENDA ITEM: Public Hearing and adoption of Ordinance No. 4786-1137 amending the Land Development Code language pertaining to transitional housing and group homes in accordance with the federal Fair Housing Act, File No. LDC11-002.

that local zoning and land use laws treat groups of unrelated persons with disabilities the same as groups of unrelated persons without disabilities.

Persons with disabilities, within the meaning of the Fair Housing Act, are individuals with mental or physical impairments which limit major life activities. This includes, but is not necessarily limited to, conditions such as blindness, mental illness or retardation, alcohol and drug addiction, or any mobility impairments. This does not include current users of controlled substances or sex offenders.

Land use laws are not allowed to treat people with disabilities any differently than those without disabilities. Community residences are residential uses, not commercial, and the owners and residents of these homes have the same rights as any other property owner or resident in the city.

The City of Prescott defines a family as any number of related people, or a group of up to 8 unrelated persons living together as a single housekeeping unit. Thus, in accordance with the stipulation mentioned above, *any community residence for the disabled of up to 8 disabled persons must be permitted in any zoning district where single-family residences are allowed*. Therefore, community residence zoning regulations are only applicable to community residences of over 8 people.

The two types of larger community residences, family and transitional, have different zoning implications. Family community residences function most closely to single-family homes because they are permanent in nature and often have smaller numbers of residents. Transitional community residences function more similarly to multi-family housing because of the temporary tenancy.

Reasonable accommodations must also be made for these groups to be allowed in otherwise restricted single-family and multi-family residential zoning districts. Reasonable accommodation, according to the Department of Justice and the Department of Housing, makes it illegal to refuse modifications and exceptions to policies that may be necessary to afford persons with disabilities an equal opportunity to use a dwelling. Additionally, licensing requirements may be applied to community residences of greater than eight residents.

The proposed strategy applies the functional differences between family and transitional community residences and the regulations concerning licensing to zoning regulations. As there have been significant changes over the past several years in what types of restrictions are allowed, and how reasonable accommodation should be interpreted, there has been careful consideration of legal matters.

As it stands right now, sections in the LDC pertaining to transitional housing and group homes are unenforceable. The purpose of the proposed amendments is to provide guidance and support for locating community residences for the disabled within the City and to create defensible zoning restrictions in the LDC. The proposed code amendments

AGENDA ITEM: Public Hearing and adoption of Ordinance No. 4786-1137 amending the Land Development Code language pertaining to transitional housing and group homes in accordance with the federal Fair Housing Act, File No. LDC11-002.

aim to do three things: 1) remove existing language addressing transitional housing and group homes that is out of compliance with Fair Housing law, 2) amend language to include the new community residence model, and 3) incorporate provisions for senior family homes.

RECOMMENDED ACTIONS: (1) **MOVE** to close the Public Hearing; (2) **MOVE** to adopt Ordinance No. 4786-1137.

ORDINANCE NO. 4786-1137

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE X, LAND DEVELOPMENT CODE, OF THE PRESCOTT CITY CODE BY AMENDING SECTIONS 2-3; 2.4.17 THROUGH 2.4.25; 2.4.45 THROUGH 2.4.46; 11.1.3 AND 11.2 PERTAINING TO TRANSITIONAL HOUSING AND GROUP HOMES IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING ACT

RECITALS:

WHEREAS, the City has advertised a public hearing notice to amend the *Land Development Code*; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to amend the *Land Development Code*.

ENACTMENTS:

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

SECTION 1. Section 2.3 / Use Table is hereby amended as indicated below:

Section 2.3 / Use Table

PERMITTED USE TABLE																						
SPECIFIC USE	RESIDENTIAL BASE ZONING DISTRICTS									NONRESIDENTIAL BASE ZONING DISTRICTS					Use Standards							
	RE-2 AC	SF-35	SF-18	SF-12	SF-9	SF-6	RT	MF-M	MF-H	SPC ⁷	NOS	RS	MU	RO		NOB	BG	BR	DTB	IT	IL	IG
Residential Use Categories																						
Community Residence, Family ⁷ (licensed)	P	P	P	P	P	P	P	P	P				P	P	P	P	P	P	P			2.4.17
Community Residence, Transitional ⁷ (licensed)	C	C	C	C	C	C	P	P	P				P	P	P	P	P	P	P			2.4.17
Community Residence ⁷ (unlicensed)	C	C	C	C	C	C	C	C	C				P	P	P	P	P	P	P			2.4.17
Group Homes (≤8 persons)	P	P	P	P	P	P	P	P	P				P	P	P	P	P	P	P			2.4.25
Nursing Homes	C						P	P	P				P	P	P	P	P	P				2.4.7
Transitional Housing									C					C	P	P	P	P	P			2.4.45
Senior Family Home (9 – 10 residents)	C	C	C	C	C	C	P	P	P				P	P	P	P	P	P	P			2.4.46

⁷ Refers to residences for the disabled of greater than 8 persons. Any residence of 8 or fewer people is permitted as a single-family dwelling.

PERMITTED USE TABLE																							
SPECIFIC USE	RESIDENTIAL BASE ZONING DISTRICTS								NONRESIDENTIAL BASE ZONING DISTRICTS						Use Standards								
	RE-2 AC	SF-35	SF-18	SF-12	SF-9	SF-6	RT	MF-M	MF-H	SPC ¹	NOS	RS	MU	RO		NOB	BG	BR	DTB	IT	IL	IG	
Duplex Dwellings							P	P	P				P	P	P	P	P	P					2.4.20 2.4.21
Congregate Living	C						C	P	P				P	P	P	P	P	P					2.4.17 2.4.18
Dormitories							C	C	C				C	C	P	P	P	P	P	P			2.4.17 2.4.18
Foster Group Home (6 – 10 children)	C	C					C	P	P				C	P	P	P	P	S	P				2.4.17 2.4.18
Foster Homes (≤5 children)	P	P	P	P	P	P	P	P	P				P	P	P	P	P	P	P				2.4.17 2.4.18
Fraternities or Sororities							C	P	P				P	P	P	P	P	P	P				2.4.17 2.4.18
Public, Civic and Institutional Use Categories																							
Convents, Monasteries	C						C	C	C				P	P	P	P	P	P	P	P	P	P	2.4.17 2.4.18
Day Care, Center (>8 persons)							C	C	C				P	P	P	P	P	P	P	P	P	P	2.4.18 2.4.19
Day Care, Home-based (5-8 persons)	C						C	C	C				P	P	P	P	P	P	P	P	P	P	2.4.19 2.4.20
Electrical Generation Plants																				S	S		2.4.21 2.4.22
Golf Courses	S	S	S	S	S	S	S	S	S		S												2.4.22 2.4.23
Golf Driving Ranges	C																P	P	P	P			2.4.23 2.4.24
Retail, Service and Business Use Categories																							
Greenhouses/Nursery Centers	C	C													P	P	P	P	P	P			2.4.24 2.4.25
Industrial Use Categories																							
Self-Storage or Mini-Storage															C	C	C		P	P	P		2.4.46 2.4.45

SECTION 2. Sections 2.4.17 through 2.4.25 are hereby amended as indicated below:

2.4.17 / Community Residence for the Disabled, Family and Transitional (Residential Use Categories, Community Residence)

Family Community Residences and Transitional Community Residences greater than 8 residents shall be subject to the following standards:

- A. Community Residences for persons with disabilities for which a license or certification is required by any state, federal, or responsible accrediting agency is permitted as designated in Table 2.3. If a license or certification is required and denied to the applicant then the use is not permitted.
- B. Community Residences for persons with disabilities for which a license or certification is not required by any state, federal, or responsible accrediting agency will be subject to a Conditional Use Permit requirement.
- C. Live-in or shift staff are not counted towards the permitted number of residents.

~~2.4.17~~ 2.4.18 / Congregate Living Facilities (Residential Use Categories; Congregate Living)

~~2.4.18~~ 2.4.19 / Day Care Centers (Public, Civic and Institutional Use Categories, Day Care)

~~2.4.19~~ 2.4.20 / Day Care, Home-based (Accessory Use Categories, Day Care)

~~2.4.20~~ 2.4.21 / Duplex Dwellings (Residential Use Categories, Household Living)

~~2.4.21~~ 2.4.22 / Electrical Generation Plants, other than Solar or Wind Power (Public, Civic and Institutional Use Categories, Major Utility Use)

~~2.4.22~~ 2.4.23 / Golf Courses (Public, Civic, and Institutional Use Categories, Parks and Open Space Use)

~~2.4.23~~ 2.4.24 / Golf Driving Ranges (Retail, Service and Business Use Categories, Recreation and Entertainment, Outdoor)

~~2.4.24~~ 2.4.25 / Greenhouse/Nursery Center, Retail (Retail, Service and Business Use Category, Retail Sales and Service)

~~2.4.25 / Group Homes (Residential Use Categories, Household Living)~~

~~Group homes for the developmentally disabled may be occupied by a maximum of 8 unrelated persons. (See Definition of "Family," Sec. 11.2.5).~~

SECTION 3. Sections 2.4.45 and 2.4.46 are hereby amended as indicated below:

~~2.4.45 / Transitional Housing (Residential Use Categories)~~

~~Includes variations of transitional housing types such as Crisis Center, Halfway House, Residential Treatment Center, Supervisory Care Shelter, and Temporary Shelter. Such use may be permitted subject to the following standards:~~

- ~~A. Whether allowed by right or by Conditional Use Permit, the request shall be evaluated based on occupancy load and parking adequacy. All such transitional housing providers shall register with the Community Development Department to assess whether the use is allowed at a location, or by right or by Conditional Use Permit.~~
- ~~B. There shall be a minimum 1,320 feet separation between such uses, as measured in a straight line from the nearest property line of an approved facility to the nearest property line of another Transitional Housing facility.~~
- ~~C. All such uses will be required to have a City of Prescott business license prior to operation.~~

- ~~D. Transitional Housing facilities requiring a Conditional Use Permit shall minimize any changes to the exterior of the property that alter the residential character of the site.~~

~~2.4.46 2.4.45 / Self-Storage or Mini-storage (Industrial Use Categories; Self-service Storage) . . .~~

2.4.46 / Senior Family Homes (Residential Use Categories, Household Living)

All Senior Family Homes of 9 – 10 residents shall be subject to the following standards:

- A. Senior Family Homes are subject to the same use standards as Single-Family Dwellings.
- B. Live-in or shift staff are not counted towards the permitted number of residents.

SECTION 4. Section 11.1.3 is hereby amended as indicated below:

Section 11.1.3 / Residential Use Categories

A. Assisted Living

1. Characteristics

Assisted Living is characterized by occupancy of a building by a group of aged people, those with ~~developmental~~ disabilities, or those in immediate crisis not related to criminal or substance abuse conduct. The residents do not function as a single housekeeping unit, and may live in individual or shared apartments. The residents may receive care, training, or treatment. Care givers are present at all times, and may (or may not) reside at the site. These structures may or may not have a common eating area.

2. Accessory Uses

Accessory uses include offices, cafeterias, parking, and maintenance facilities.

3. Examples

Examples of Assisted Living include nursing and convalescent homes and hospice facilities. ~~homes for more than 8 resident clients who are physically disabled, mentally retarded, or emotionally disturbed and may include temporary housing for battered persons (also referred to as a safe house).~~

C. Community Residences for the Disabled

A Community Residence provides a living arrangement for persons with disabilities. The intent of a Community Residence is to provide a residence that assists in normalization and community integration. The residence may provide socialization training, life skills instruction, incidental medical care, and help with personal living activities.

1. Family Community Residences for the Disabled

a. Characteristics

Family Community Residences are characterized by the residential occupancy of a dwelling unit by a group of 9 or more disabled persons living as a single housekeeping unit and functioning as a family. Care givers and associated staff may or may not be present and may or may not reside at the site. Residents may receive care, training, or treatment. Tenancy is typically measured in years and is often permanent in nature.

b. Accessory Uses

Accessory uses commonly associated with Household Living are recreational activities, raising of pets, hobbies, home occupations, greenhouses, storage of household goods, storage of supplies and equipment for maintaining the dwelling and associated yard, and parking and occasional maintenance of the occupants' vehicles.

c. Examples

Examples of Family Community Residences include group homes for the disabled and residential living facilities for groups of disabled persons.

d. Exceptions

Assisted living, nursing homes, institutions, congregate living, and any facility for sex offenders or juveniles.

2. Transitional Community Residences for the Disabled

a. Characteristics

Transitional Community Residences are characterized by the residential occupancy of a dwelling unit by a group of 9 or more disabled persons living as a single housekeeping unit and functioning as a family. Care givers and associated staff may or may not be present and may or may not reside at the site. Residents may receive care, training, or treatment. Tenancy is typically measured in months and is often transitional in nature.

b. Accessory Uses

Accessory uses commonly associated with Household Living are recreational activities, raising of pets, hobbies, home occupations, greenhouses, storage of household goods, storage of supplies and equipment for maintaining the dwelling and associated yard, and parking and occasional maintenance of the occupants' vehicles.

c. Examples

Examples of Transitional Community Residences are halfway houses, transitional homes, and recovery homes.

d. Exceptions

Boarding houses, treatment centers for alcohol and drug abuse, detoxification facilities, and any facility for sex offenders or juveniles.

C. D. Congregate Living

D. E. Household Living

E. Transitional Housing

1. Characteristics

Transitional Housing includes lodging or dwelling unit, or a portion thereof, which is provided to a person or persons for a period usually less than 180 days and which lodging or dwelling unit is not the legal permanent address of the lodger.

2. Accessory Uses

Accessory uses may include counseling; transportation to social, job training, court, or other service providers; mail and message services; assistance with self medication and the like.

3. Examples

Examples include, but are not limited to, Crisis Center, Halfway House, Residential Treatment Center, Supervisory Care Center, and Temporary Shelter (see 11.2 Terms Defined).

4. Exceptions

Exceptions include foster homes, group homes, safe houses, single-family and multifamily dwellings and other forms of Household Living.

SECTION 5. Section 11.2 is hereby amended as indicated below:

Section 11.2 / Terms Defined

<p><u>Community Residence for the Disabled</u></p>	<p>A residential living arrangement for 9 or more unrelated individuals with disabilities, who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. The purpose of a Community Residence is to integrate residents into the community and is considered a residential use of property for purposes of all zoning and building codes. There are two categories of Community Residences for the Disabled:</p> <ol style="list-style-type: none"> 1) Family Community Residence – Tenancy is typically measured in years and is often permanent in nature. 2) Transitional Community Residence – Tenancy is typically measured in weeks or months, and is transitional in nature.
<p><u>Crisis Center</u></p>	<p>A facility, or portion thereof, used for purposes of emergency shelter, crisis intervention, including counseling, referral or other human services functions. Such a facility may provide shelter, meals and/or merchandise distribution. Such a facility may include a Crisis Nursery.</p>
<p><u>Developmental Disability</u></p>	<p>Mental or physical impairment which substantially limits one or more major life activities. The term mental or physical impairment may include, but are not necessarily limited to, conditions such as blindness, hearing impairment, mobility impairment, HIV infection, mental retardation, alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness. The term major life activity may include seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, or working. Current users of illegal controlled substances, persons convicted for illegal manufacture or distribution of a controlled substance, sex offenders, and juvenile offenders, are not considered disabled under the Fair Housing Act or federal law, by virtue of that status.</p>
<p><u>Group Home</u></p>	<p>A home serving 8 or fewer mentally or physically handicapped persons provided the home provides care on a 24-hour basis and is approved or licensed by the State for that purpose. A group home shall be considered a single family dwelling.</p>
<p><u>Halfway House</u></p>	<p>A residential facility which offers temporary (usually up to 180 days) housing, for compensation or not for compensation, to adults who are personally committed or required by a court system or otherwise legally obligated to participate in a rehabilitation/treatment/recovery program for alcohol, drug/substance abuse or other behaviors.</p>

Residential Treatment Center	A residential facility offering temporary housing which typically includes, but is not limited to, alcohol, drug/substance abuse or other treatment/recovery programs and which provides at a minimum: 1) on-site staff who may provide supervision, personal care, meals, education, participation in community activities, counseling, treatment, or therapy for the residents thereof; 2) Administration of an in-house program of guidelines and goals for the expected conduct, achievement, performance and participation of the residents in an established treatment/recovery program; 3) Dispensing, storage and/or oversight of prescription medications by responsible individuals who are properly trained to do so; 4) Is recognized by potential referral agencies, public or private; and 5) A facility may be required to be licensed by, certified by, registered with, or otherwise authorized, funded or regulated, in whole or in part, by an agency or the State or the Federal government.
Senior Family Home	A residence for 9 – 10 people age 60 and over, who function as a family and a single housekeeping unit, with supportive staff as necessary to meet the needs of the residents.
Supervisory Care Center	A 24-hour supervised residence used as temporary living quarters for adults, and providing transitional housing and rehabilitation opportunities for persons experiencing an unstable or crucial time. Such use may or may not be licensed, certified or registered, in whole or in part, by and agency of the State or the Federal government.
Temporary Shelter	Also known as Homeless Shelter. A residential facility which offers short term, temporary (up to 7 days), housing to indigent, needy, homeless or transient persons and which typically includes, but is not limited to, the following programs: 1) Beds, showers, personal grooming facilities; 2) Mail and telephone message services; 3) Guidance to obtain assistance from social service agencies or other agencies which can provide more permanent housing, transportation, etc. for residents of the Temporary Shelter. A facility or portion thereof, used for purposes of emergency shelter, crisis intervention, including counseling, referral or other human services functions. Such a facility may provide shelter, meals and/or merchandise distribution.

PASSED AND ADOPTED by the Council of the City of Prescott, Arizona, on this 22nd day of March, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney