



# PRESCOTT CITY COUNCIL REGULAR VOTING MEETING AGENDA \*A M E N D E D

**PRESCOTT CITY COUNCIL  
REGULAR VOTING MEETING  
TUESDAY, JULY 12, 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:** Reverend Julia McKenna-Johnson
- ◆ **PLEDGE OF ALLEGIANCE:** Councilwoman Linn
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

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

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

**I. PUBLIC COMMENT**

A. Helene Kaplan re Nicholet Trail.

**II. PRESENTATIONS**

A. Representatives of Firehouse Restaurant to report on upcoming Firefighter Charities Volleyball and Luau Fundraiser.

B. Staff presentation re Lorraine Drive right-of-way.

### III. CONSENT AGENDA

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

- A. Approval of the minutes of the Prescott City Council Special Meeting of June 21, 2011, the Regular Voting Meeting of June 28, 2011, and the Workshop of July 5, 2011.

### IV. REGULAR AGENDA

- A. Public Hearing and consideration of a liquor license application from Rosa Anzelmo, applicant for Rosa's Pizzeria, Inc., for a Series 12, Restaurant, license for Rosa's Pizzeria located at 330 West Gurley Street.
- B. Public Hearing and consideration of a liquor license application from Karen Ruth Hough, applicant for Hough Team LLC for a Series 12, Restaurant, license for Roman Ristorante located at 623 Miller Valley Road.
- C. Acceptance of grant from the Arizona Department of Transportation Aeronautics Division for the Runway 21L-3R Safety Improvements project.
- D. Adoption of Ordinance No. 4801-1201 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, levying upon the assessed valuation of the property within the City of Prescott, subject to taxation, a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue: providing funds for various bond redemptions for the purpose of paying interest upon bonded indebtedness, and providing funds for the general municipal expenses, all for the fiscal year ending the 30<sup>th</sup> day of June, 2012.
- E. Adoption of Resolution No. 4091-1201 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, repealing Resolution No. 4080-1150, and amending the Intergovernmental Agreement approved by Resolution No. 4080-1150 with the Arizona Department of Transportation (ADOT) pertaining to transfer of ownership and maintenance responsibility of two segments of State Route 89 and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- F. Award of bid and contract for the FY 2012 Pavement Rehabilitation Project to Combs Construction Company, Inc., in the amount of \$1,337,604.50.

- G. Approval of a professional services agreement with AMEC Earth and Environmental, Inc., for engineering design services for the Senator Highway Reconstruction Project in an amount not to exceed \$42,764.86.
- H. Approve to complete a grant application to the U.S. Department of Justice Bureau of Justice Assistance (BJA), seeking grant funds in the amount of \$13,559.00 for the purchase of law enforcement program equipment.
- I. Adoption of Resolution No. 4092-1202 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the ballot language regarding proposed Charter amendments to be presented to the voters of the City of Prescott at the Special Election to be held on November 8, 2011.
- J. Consideration of Settlement Offer from Lexington Insurance in the Lexington Insurance/Casa de Piños v. City of Prescott litigation.
- K. Approval of procedure and schedule for appointment to fill unexpired Council term.
- L.\* Approval for night work on July 26, 2011, to upsize the water service and water meter at 108 West Gurley Street.**
- ~~LM.\*~~ Special Recognition of Outgoing Councilwoman Tammy Linn and related presentations.
- ~~MN.\*~~ Recess into Executive Session.

**\*\* BRIEF RECEPTION FOR COUNCILWOMAN LINN \*\***

## **V. EXECUTIVE SESSION**

- A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to ARS §§38-431.03(A)(3) and (4).
  - 1. Kevin Greif v. City of Prescott
- B.\* Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to ARS §38-431.03(A)(7).**
  - 1. Potential acquisition of property north of Gurley Street in proximity to Granite Creek Park.**

**VI. ADJOURNMENT**

CERTIFICATION OF POSTING OF NOTICE

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

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

<b>COUNCIL AGENDA MEMO -07/12/11</b>
<b>DEPARTMENT:</b> City Clerk
<b>AGENDA ITEM:</b> Public Hearing and consideration of a liquor license application from Rosa Anzelmo, applicant for Rosa's Pizzeria, Inc. for a Series 12, Restaurant license for Rosa's Pizzeria located at 330 West Gurley Street.

Approved By:	Date:
<b>Department Head:</b> Elizabeth A. Burke	07/12/11
<b>Finance Director:</b> Mark Woodfill	07/12/11
<b>Acting City Manager:</b> Craig McConnell 	07/12/11

**BACKGROUND**

A Liquor License Application, City No. 11-182, State No. 12133489, has been received from Rosa Anzelmo, applicant for Rosa's Pizzeria, Inc. for a Series 12, Restaurant, license for **Rosa's Pizzeria** located at 330 West Gurley Street.

The public hearing will be held at the Regular Council Meeting of Tuesday, July 12, 2011. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

<p><b>Recommended Action:</b> (1) <b>MOVE</b> to close the Public Hearing, and (2) <b>MOVE</b> to approve/deny State Liquor License Application No. 12133489, for a new Series 12, Restaurant, license for Rosa Anzelmo applicant for Rosa's Pizzeria located at 330 West Gurley Street.</p>
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### **R19-1-102. Granting a License for a Certain Location**

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

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

#### **Historical Note**

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

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

**SERIES 01 -- *In-State Producer's License***

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

**SERIES 02 -- *Out-of-State Producer's License***

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

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

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

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

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

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

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

**SERIES 03 -- *Domestic Microbrewery License***

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

**SERIES 04 -- *Wholesaler's License***

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

**SERIES 05 -- *Government License***

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

**SERIES 06 -- *Bar License* – TRANSFERABLE**

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

**SERIES 07 -- *Beer and Wine Bar License* - TRANSFERABLE**

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

**SERIES 08 -- *Conveyance License (Airplanes, Trains, and Boats)***

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

**SERIES 09 -- Liquor Store License (All spirituous liquors) - TRANSFERABLE**

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

**SERIES 09S -- Liquor Store (Sampling) License**

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

**SERIES 10 -- Beer and Wine Store License (Beer and wine only)**

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

**SERIES 11 -- Hotel/Motel License (with Restaurant)**

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

**SERIES 12 -- Restaurant License**

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

**SERIES 13 -- Domestic Farm Winery License**

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

**SERIES 14 -- Club License**

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

**SERIES 15 -- Special Event License**

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

**SERIES 16 -- Wine Festival/Wine Fair License (Temporary)**

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

**SERIES 17 -- Direct Shipment License**

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

**COUNCIL AGENDA MEMO – 07/12/2011**

**DEPARTMENT:** City Clerk

**AGENDA ITEM:** Public Hearing and consideration of a liquor license application from Karen Ruth Hough, applicant for Hough Team LLC for a Series 12, Restaurant, license for Roman Ristorante located at 623 Miller Valley Road.

**Approved By:**

**Date:**

**Department Head:** Elizabeth A. Burke

06/21/2011

**Finance Director:** Mark Woodfill

06/21/2011

**City Manager:** Craig McConnell



06/21/2011

**BACKGROUND**

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

The public hearing will be held at the Regular Council Meeting of Tuesday, July 17, 2011. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

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

**COUNCIL AGENDA MEMO – July 12, 2011**

**DEPARTMENT: AIRPORT**

**AGENDA ITEM: Acceptance of grant from the Arizona Department of Transportation Aeronautics Division for the Runway 21L-3R Safety Improvement Project**

**Approved By:**

**Date:**

**Department Head: Benjamin Vardiman, Airport Manager**

**June 22, 2011**

**Finance Director: Mark Woodfill**

**City Manager: Craig McConnell**



**7-6-11**

**ITEM**

This is a recommendation to accept a State of Arizona Department of Transportation grant in the amount of \$67,667.00 for the Runway 21L-3R Safety Improvement project. In March 2011 Council accepted the Federal Aviation Administration Airport Improvement Program grant for this same project.

**BACKGROUND**

In the airport environment, safety is a high priority which is reflected in standards governing airport development and operation. These standards provide for a layered approach to safety in the design and layout as well as the operation of an airport. One of the most critical layers of safety can be found immediately surrounding the runway. Known as a Runway Safety Area or RSA, this area is in place to minimize both injury to persons and damage to aircraft inadvertently straying from the runway surface. Prescott's primary runway is 21L-3R. This runway requires a safety area width of 250 feet off of each side and 1000 feet off each end. The current configuration does not meet current requirements for the Runway Safety Area.

Over the years more national emphasis has been placed on ensuring that the environments in which aircraft operate meet safety standards. In 1999, in response to a Congressional mandate, FAA established the Runway Safety Area Program. This program promulgated the criteria for conducting Runway Safety Area evaluations and improvements to bring non-standard Runway Safety Areas into compliance. It also provided for the improvements to be completed by 2015 in accordance with the Congressional mandate.

In 2005 the City conducted a Runway Safety Area evaluation. This identified the most efficient and cost effective alternative to be shifting the runway to the NNE by 401' to meet the Runway Safety Area requirements. Since 2005, other components have been identified as being necessary for bringing the Runway Safety Area up to current safety requirements and were identified and incorporated into the planning for this project. Planning by the FAA put the project into the FAA workflow for completion in FY 2012 due to the fact that funding in FY2013-2015 will be directed toward large commercial service airports.

## **Agenda Item: Acceptance of grant from the Arizona Department of Transportation Aeronautics Division for the Runway 21L-3R Safety Improvement Project**

As it is presently programmed, this project will improve operational safety and bring the airport into compliance with FAA standards through various components:

- 1) Removing approximately 400' of Runway 21L-3R from service on the 3R end and adding it to the 21L end to ensure a full 1,000 Runway Safety Area at the 3R end, including modifications/relocations of existing navigational equipment as required
- 2) Shifting of Taxiways C and D to match the relocated 21L Runway end
- 3) Taxiway connectors between Runway 21L-3R and adjacent parallel Taxiway C & D
- 4) Replacing 7,000 feet of drainage ditch between Runway 21L-3R and Taxiway D with storm drain pipe to eliminate steep infield slopes
- 5) Providing paved shoulders on Runway 21L-3R in association with the Runway and parallel Taxiway modifications
- 6) Replace runway and taxiway directional signage at several locations to enhance pilot guidance
- 7) Reconstruction of failing pavement at the intersection of Runway 21L-3R & Runway 12-30 and at Taxiway E4
- 8) Preparation of an updated Obstruction Survey to fully identify potential obstructions to air navigation on and in the vicinity of the airport and redesign of Instrument Approach Procedures for Runway 21L-3R
- 9) Update of Airport documents including but not limited to the Airport Layout Plan and the Airport Signage and Marking Plan

After two years of preparatory activities, this project is ready to move forward through the design phase (currently at 60% review) and then into construction. Prescott has received federal environmental clearance for the project, and negotiated a project scope, fee schedule (including Independent Fee Estimate review), and proposed project schedule with our on-call engineering firm for the design work.

Dibble Engineering, Inc., along with their team members, is accomplishing the design and associated work for the aforementioned project elements. FAA and ADOT grant funding for the project will be awarded in two phases. Phase 1 will include design, bid services, and initial construction. Phase 2 will include the balance of construction and the grant funding is anticipated to be awarded prior to the start of construction in FY2012.

### **BUDGET**

The Phase 1 portion of the project is 95% FAA funded in the amount of \$2,571,365 and supplemented by 2.5 % from ADOT Aeronautics Division in the amount of \$67,667.00, the grant recommended herein for acceptance. The City matching portion (2.5%) for the Phase 1 grant is \$67,668.00 and has been budgeted for in the FY2012 Capital Improvement Fund. Based upon the 30% design estimate, the Phase 2 grant anticipated to be awarded prior to construction in FY2012 will be 95% funded by the

**Agenda Item: Acceptance of grant from the Arizona Department of Transportation Aeronautics Division for the Runway 21L-3R Safety Improvement Project**

FAA (\$6,665,613), 2.5% funded by the State (\$175,411) and 2.5% funded by the City (\$175,411), which amount has been included in the City's FY2012 budget.

**Recommended Action: MOVE** to accept a Grant from the Arizona Department of Transportation (ADOT) in the amount of \$67,667 State share for design, bid services, and Phase 1 construction of the Runway 21L-3R Safety Improvement project and further authorizing the Mayor and City staff to execute any and all related documents.

**Agenda Item: Acceptance of grant from the Arizona Department of Transportation  
Aeronautics Division for the Runway 21L-3R Safety Improvement Project**

**SUPPORTING DOCUMENT RELATED TO  
ACCEPTANCE OF THE ADOT GRANT**

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

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, 2011, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Prescott a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project to *Improve Runway 3R-21L safety area by moving existing runway (approx. 7,616' x 150') and parallel taxiways (2 each, approx. 7,616' x 50') 400 feet northeast along their runway and taxiway centerlines, including safety area grading and drainage on each runway side and ends, phase 1* (the "Project"), for the improvement of Ernest A. Love Field (the "Airport").

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on May 20, 2011, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

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

**Sponsor's Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: June 15, 2011. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

## Grant Number E1F52

City of Prescott

Ernest A. Love Field

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

### Obligations

- 1) The minimum funding participation from the Sponsor shall be two and one-half percent (2.5%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **sixty-seven thousand six hundred and sixty-seven dollars (\$67,667)**.
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **June 30, 2015**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State the grant or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

### Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after January 1, 2011, shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

**Part II**

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

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

\_\_\_\_\_  
(enter local funding type and location)

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

\_\_\_\_\_  
Signature of Sponsor's Representative

\_\_\_\_\_  
Title of Representative

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

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

**Exhibits**

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

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

**Grant Number E1F52**

City of Prescott  
Ernest A. Love Field

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

SPONSOR:

City of Prescott  
Ernest A. Love Field

By: \_\_\_\_\_

Title: Jennifer Toth, Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Sponsor Assurances**

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

**General**

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

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City of Prescott  
Ernest A. Love Field

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

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

### **Financial**

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

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

### **Record Keeping**

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

### **Airport Based Aircraft Reporting**

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

### **Airport Layout Plan**

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

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

**Immediate Vicinity Land Use Restriction**

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

**Airport Operation**

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

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

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

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

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

### **Sponsor Transactions**

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

**Airport Revenues**

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

**Disposal of Land**

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

**EXHIBIT B**

**General Provisions**

**Employment of Consultants**

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

**Contracts**

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

**Conflict of Interest**

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

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

**Reports**

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

**Changes**

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

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

**Audit**

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

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

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

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

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

**Suspension**

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

**Failure to Perform**

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

**Termination for Convenience**

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

**Waiver by State**

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

**Compliance with Laws**

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

**Arbitration**

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

**Jurisdiction**

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

**Excess of Payments**

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

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

**State Inspectors**

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

**Indemnification**

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

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

**Required Provisions Deemed Inserted**

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

**Property of the Sponsor and State**

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

## EXHIBIT C

### Specific Provisions and Project Schedules

#### Provisions for Design/Construction

##### Financial Cost Categories

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

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

##### Design Review – Plans, Specifications and Estimates

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

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

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

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

**FAA Notice of Proposed Construction**

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

**Bidding - Alternate Bidding Methods**

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

**Based on Bids**

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

**Contractor Allowance**

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

**Contingencies**

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

**Itemized Allowance**

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

**Construction Inspection**

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

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

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

**Change Orders**

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

**Construction Contract Documents**

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

**Design/Construction Project Schedules**

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

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

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

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

Detailed Project Description:

*Improve Runway 3R-21L safety area by moving existing runway (approx. 7,616' x 150') and parallel taxiways (2 each, approx. 7,616' x 50') 400 feet northeast along their runway and taxiway centerlines, including safety area grading and drainage on each runway side and ends, phase 1*

(FAA AIP 3-04-0030-032-2011)

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

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

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

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

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

**Schedule Two  
Design/Construction Project Reimbursement Schedule**

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

**Instructions:**

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

**Total State Funds: \$ 67,667**

**Projected Reimbursement Requests / State Cash Flow**

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2011	\$	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2011	\$	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$

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

**Schedule Three**  
**Design/Construction Project Milestones**

**Milestone Duration Guidelines**

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

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

**Design/Construction Milestone Schedule**

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

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

## COUNCIL AGENDA MEMO – July 12, 2011

**DEPARTMENT:** Budget and Finance

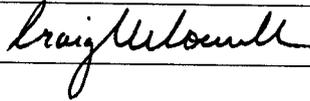
**AGENDA ITEM:** Ordinance No. 4801-1201 setting the Fiscal Year 2012 City property tax levy

**Approved By:**

**Date:**

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell

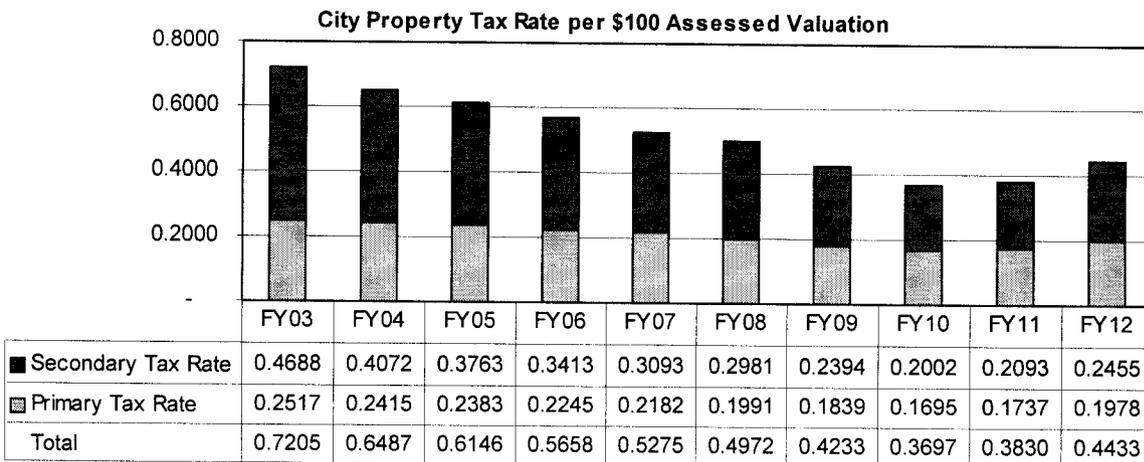


7-6-11

### SUMMARY

On June 28, 2011, Council held the public hearing on adoption of the final budget, establishment of the expenditure limitation, and the City property tax levy for Fiscal Year 2012. After the hearing the final budget was adopted, which included establishing the expenditure limitation. State law requires that the property tax levy be adopted no earlier than fourteen days after the public hearing.

The primary tax levy for Fiscal Year 2012 is \$1,255,878. The increase over last year's amount is the result of new construction, not an aggregate increase in the valuation of taxable property. The secondary property tax is for the retirement of debt and will be set at \$1,583,350. Following is a comparison of property tax rates over the last ten years.



**Recommended Action:** MOVE to adopt Ordinance No. 4801-1201.

**ORDINANCE NO. 4801-1201**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF PRESCOTT, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS, AND PROVIDING FUNDS FOR THE GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2012**

**RECITALS:**

WHEREAS, by the provisions of State law, the ordinance levying taxes for Fiscal Year 2011-12 is required to be finally adopted not less than fourteen days after adoption of the annual budget; and

WHEREAS, the County of Yavapai is the assessing and collecting authority for the City of Prescott, the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Yavapai, Arizona.

**ENACTMENTS:**

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

SECTION 1. THAT, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Prescott, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of \$1,255,878.00 for the Fiscal Year ending on the 30th day of June, 2012. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors or the County of Yavapai is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City.

SECTION 2. THAT, in addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Prescott, except such property as may be by law exempt from taxation a secondary property tax rate sufficient to raise the sum of \$1,583,350.00, but not more than the actual general obligation bond

debt service due during the year for the purpose of providing a bond interest and redemption fund for the City of Prescott for the Fiscal Year ending June 30, 2012.

SECTION 3. THAT, failure by the County official of Yavapai County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Prescott upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien therefore or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 12<sup>th</sup> day of July, 2011.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**COUNCIL AGENDA MEMO – JULY 12, 2011**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Adoption of Resolution No. 4091-1201 repealing Resolution No. 4080-1150 and authorizing the City of Prescott to enter into an amended Intergovernmental Agreement with the Arizona Department of Transportation pertaining to transfer of ownership and maintenance responsibility of two segments of State Route 89

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski	June 30, 2011
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	7-6-11

**Item Summary**

Approval of this item will repeal Resolution No. 4080-1150 approved May 24, 2011, and authorize IGA/JPA 11-144-I an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for City acceptance of (2) segments of SR 89 located north of the SR 69/89 Traffic Interchange and south of the SR 89 / SR 89A intersection.

**Background**

The IGA approved at the May 24, 2011, Council meeting included inaccurate Mile Post stationing in relation to both segments of SR 89 being abandoned to the City. The amended agreement corrects the Mile Post stationing to be consistent with the previously transferred segment of SR 89 between Sundog Ranch Road and Hillsdale Road. The amended IGA also includes standardized ADOT text relative to waiving the four year advance notification requirements and pavement requirements defined in ARS 28-7209.

Segment 1 is located within the Yavapai-Prescott Indian Tribe Reservation and was transferred to Yavapai County for ownership and maintenance via Resolution 4081-1151 on May 24, 2011. Segment 2 extends from north of the Willow Lake Road roundabout to SR 89A and will be owned by the City but maintained by Yavapai County for a period of five years.

**Attachments**

- ADOT Correspondence
- Intergovernmental Agreement
- Resolution No. 4091-1201

**Recommended Action:** Move to adopt Resolution No. 4091-1201.



# Fain Road Widening/SR89 Ownership Transfer Intergovernmental Agreement

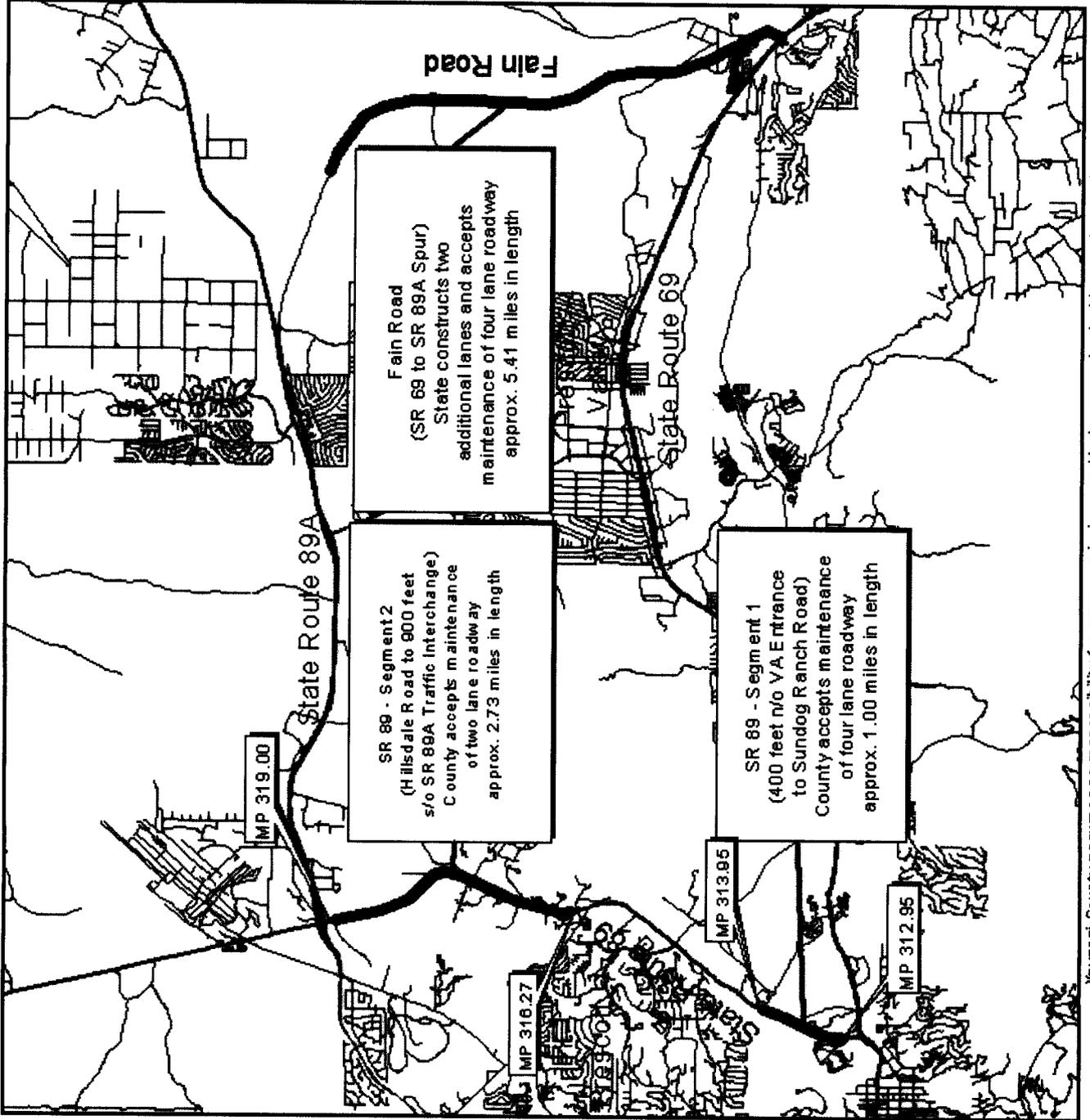
**LEGEND**  
County Boundary  
Mileage  
Ownership-Suburban Base



0 4500 9000

1 in. = 9000 ft.

January 27, 2011



Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

## RESOLUTION NO. 4091-1201

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, REPEALING RESOLUTION NUMBER 4080-1150, AND AMENDING THE INTERGOVERNMENTAL AGREEMENT APPROVED BY RESOLUTION NO. 4080-1150 WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) PERTAINING TO TRANSFER OF OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF TWO SEGMENTS OF STATE ROUTE 89 AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

### **RECITALS:**

WHEREAS the City Council, passed Resolution No. 4080-1150 on May 24, 2011, approving IGA/JPA 11-144-1 with the Arizona Department of Transportation (ADOT) for City acceptance of (2) segments of SR 89 located north of the SR69/89 Traffic Interchange and south of the SR 89/SR 89A intersection. The IGA approved at the May 24, 2011 council meeting included inaccurate Mile Post stationing in relation to both segments of SR 89 being abandoned to the City; and

WHEREAS, Segment 1 is located within the Yavapai-Prescott Indian Tribe Reservation and was transferred to Yavapai County for ownership and maintenance via Resolution 4081-1151 on May 24, 2011. Segment 2 extends from north of the Willow Lake Road round-a-bout to SR 89A and will be owned by the City but maintained by Yavapai County for a period of five years; and

WHEREAS, the parties do now wish to amend that IGA to be consistent with the previously transferred segment of SR 89 between Sundog Ranch Road and Hillsdale Road. The amended IGA also includes standardized ADOT text relative to waiving the four year advance notification requirements and payment requirements defined in ARS 28-7209.

### **ENACTMENTS:**

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

SECTION 1. THAT the attached amended Intergovernmental Agreement between the City of Prescott and ADOT, No. IGA/JPA 11-144-1, is hereby approved as set forth in Exhibit "A" attached hereto, and,

SECTION 2. THAT the Mayor and staff are hereby authorized to execute any and all documents on behalf of the City of Prescott, 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 12<sup>th</sup> day of July, 2011.

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

ATTEST:

APPROVED AS TO FORM:

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

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

ADOT File No.: IGA/JPA 11-144-I  
AG Contract No.: P001 2011 002082  
Project: Roadway improvements and  
ownership transfer of right-of-way  
Section: Fain Rd from SR 69 to SR 89A  
Spur and Segments 1 & 2 of SR 89  
**Project No.:**  
**TRACS No.: H8160 01C**  
**TIP/STIP No.: TBD**  
**Budget Source Item No.: TBD**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PRESCOTT

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2011, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PRESCOTT, acting by and through its Mayor and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties". Yavapai County (the "County") is included herein by reference but is not a Party to this Agreement.

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.

3. The State desires to improve Fain Road as a State access controlled highway from State Route (SR) 69 to SR 89A Spur, hereinafter referred to as the "Project." Fain Road is a controlled access highway under the jurisdiction of Yavapai County.

4. In conjunction with the Project, the State and County desire that the State abandon or otherwise legally transfer and the City accept the following segments of State Route 89 for continued operation as a State Highway, and that operation and maintenance of such segments be assured via an agreement between the County and the City setting forth their respective responsibilities for such purposes:

a. State Route 89 – Segment 1 (approximately four hundred (400) feet north of the Veterans Administration entrance road, (Sta. 1685+90; MP 312.95), to the southern leg of the Sundog Ranch Road (Sta. 1633+12.72, aka the northern boundary of the Yavapai Indian Reservation; MP 313.99) intersection– This portion of State Route 89 is a four-lane highway (two-lanes in each direction) (see attached Exhibit A).

b. State Route 89 – Segment 2 (Hillsdale Road (Sta. 1510+72; MP 316.27) to approximately nine hundred (900) feet south (Sta. 2352+50; MP 319.00) of the intersection of the State Route 89A traffic interchange's eastbound ramp) – This portion of State Route 89 is a two-lane highway (one-lane in each direction) (see attached Exhibit A).

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

---

## **II. SCOPE OF WORK**

### 1. The State will:

a. Upon final acceptance by the State and approval of a Resolution of Establishment by the State Transportation Board, accept ownership from the County, jurisdiction and maintenance responsibilities of Fain Road, including the Project as described in Article I, Paragraph 3 of this Agreement and Exhibit A.

b. Concurrent with the Resolution of Establishment for the Fain Road segment, transfer ownership, jurisdiction and maintenance responsibilities of Segment 1 and Segment 2 identified in Exhibit A to the City by Resolution of Abandonment approved by the State Transportation Board.

c. Not object to the City and County agreeing, by separate agreement, to transfer or assign ownership, jurisdiction, and maintenance responsibility for Segment 1 as identified by Exhibit A to the County.

d. Upon the transfer of Fain Road section into the State Highway System, be responsible for the advertisement, award and construction of the widening of Fain Road to a four-lane divided highway. The State shall be responsible for the construction and expenses of said project, upon acceptance into the State's Transportation Improvement Plan.

e. Use the Arizona Department of Transportation Pavement Management System to evaluate and implement the recommended treatment sufficient to ensure only normal pavement maintenance effort will be required by the County for Segment 1 and the City for Segment 2 for a period of five (5) years following transfer of said rights-of-way as provided herein.

### 2. The City will:

a. Waive the four year advance notification requirements and the pavement requirement of Arizona Revised Statutes § 28-7209 with regards to Segment 1 and Segment 2 of State Route 89 as defined in Article I Paragraphs 4a & 4b of this Agreement concurrent with the State's acceptance of Fain Road.

b. Adopt an ordinance accepting ownership of Segment 1 and Segment 2.

c. Adopt an ordinance transferring any and all interest in Segment 1 to the County, which shall be responsible for ownership, jurisdiction, and maintenance.

d. Own, operate, and maintain or otherwise cause to be maintained Segment 2.

## **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall remain in full force and effect for a period of and shall thereafter be automatically renewed for successive 25 years (25) periods unless otherwise terminated due to any party failing to perform its obligations as set forth herein, upon approval of both resolutions by the State Transportation Board for roadway areas depicted on Exhibit A and until completion of said Project, plus any obligations under this Agreement of the Parties; however, that any provisions in this Agreement for indemnification and maintenance shall be perpetual for each Party.

2. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of

bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

8. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**Arizona Department of Transportation**  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

**City of Prescott Public Works**  
Attn: Mark Nietupski  
Public Works Director  
433 N. Virginia Street  
Prescott, AZ 86301  
928-777-1130  
928-771-5929 Fax

10. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF PRESCOTT**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**MARLIN D. KUYKENDALL**  
Mayor

By \_\_\_\_\_  
**DALLAS HAMMITT, P.E.**  
Deputy State Engineer, Operations

ATTEST:

By \_\_\_\_\_  
**ELIZABETH A. BURKE**  
Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF PRESCOTT**

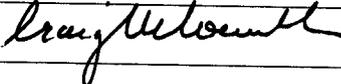
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PRESCOTT, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

<b>COUNCIL AGENDA MEMO – July 12, 2011</b>	
<b>DEPARTMENT:</b>	Public Works
<b>AGENDA ITEM:</b>	Award of bid and contract for the FY 2012 Pavement Rehabilitation Project to Combs Construction Company, Inc., in the amount of \$1,337,604.50

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b>	Mark Nietupski	June 30, 2011
<b>Finance Director:</b>	Mark Woodfill	
<b>City Manager:</b>	Craig McConnell 	7-6-11

**Item Summary**

This item is to award a bid and contract to perform pavement rehabilitation on the following City streets:

- Iron Springs Road – (Gail Gardner Way to Whipple Street)
- Willow Creek Road – (Whipple Street to Green Lane)
- Granite Street – (Gurley Street to Willis Street)
- Goodwin Street – (Montezuma Street to Marina Street)

**Background**

This pavement rehabilitation project generally consists of removing, by milling, the upper two to three inches of existing asphalt pavement and repaving with new hot mix asphalt. Per the recommendation of geotechnical reports, some of the designated streets require the application of a crack reducing pavement fabric, as well as crack sealing of the milled asphalt surface. Utility covers will be adjusted to finish grade, traffic detector loops will be replaced, and new traffic striping will be applied.

Pavement rehabilitation will help maintain the structural integrity of each of the roadway segments, produce a smoother riding surface, and extend pavement service life.

The project also includes the application of an Asphalt Concrete Friction Course – Asphalt Rubber (ACFC-AR) on Iron Springs Road and Willow Creek Road. The placement of an ACFC-AR is an important pavement preservation measure which also provides enhanced traction for vehicles.

On May 24, 2011, Council authorized the performance of night work for asphalt milling and overlay construction associated with the FY 2012 Pavement Rehabilitation Project. Performing the mill and paving of the above named streets at night will minimize the project impact on businesses and traffic on these busy streets. Night work will also minimize the impact on Miller Valley Elementary School, City Hall, and Yavapai Regional Medical Center. However, paving operations associated with ACFC-AR will occur during the day due to temperature specifications.

**Agenda Item:** Award of bid for the FY 2012 Pavement Rehabilitation Project to Combs Construction Company, Inc., in an amount not to exceed \$1,337,604.50.

City water and sewer facilities within the various street segments were evaluated and checked against the City Water and Sewer Models to confirm no immediate need for upgrade of the systems. Unisource Gas also performed leak detection survey within the project limits to perform any necessary repairs prior to the pavement rehabilitation.

### **Bid Results**

A mandatory pre-bid meeting was held on June 9, 2011; three bids were received on June 23, 2011, as follows:

<u>Bidder</u>	<u>Location</u>	<u>Total Bid</u>
Comb's Construction Company, Inc.	Glendale, AZ	\$1,337,604.50
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	\$1,429,903.80
Cactus Asphalt	Tolleson, AZ	\$1,431,460.20
Engineer's Estimate		\$1,796,632.50

Written confirmation of bid has been received from the low responsive bidder Combs Construction Company, Inc. Verification of the company's license, bonding, references, and past performance of similar projects has been completed.

### **Schedule**

The contract allows sixty (60) calendar days for completion of the work with project milestones listed below:

Award of Contract	July 12, 2011
Pre-Construction Meeting	July 20, 2011
Notice to Proceed (NTP)	July 25, 2011
Substantial Project Completion	September 25, 2011

### **Budget**

FY 2012 funding for this project is from the One Cent Sales Tax for Streets and Open Space; Account No. 215-7810-90036

**Attachment** - Location Map

**Recommended Action:** **MOVE** to award the bid and contract for the FY 2012 Pavement Rehabilitation Project to Combs Construction Company, Inc., in the amount of \$1,337,604.50.



**COUNCIL AGENDA MEMO – July 12, 2011**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approval of a professional services agreement with AMEC Earth and Environmental, Inc. for engineering design services for the Senator Highway Reconstruction Project in an amount not to exceed \$42,764.86

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	7-6-11

**Item Summary**

This item is for approval of a professional services agreement for engineering design and services for the Senator Highway Reconstruction Project with AMEC Earth and Environmental, Inc., (AMEC).

**Scope of work:**

- Conduct additional geotechnical investigation and prepare design drawings for a left turn pocket and retaining wall at Nathan Lane that was not in the original scope of work established in 2008.
- Modify / revise water and sanitary sewer plans to be consistent with system needs based on the City's Water and Sewer Models.

**Background**

In December 2007 the City entered into a professional services agreement for engineering design services with AMEC Infrastructure, Inc. (AMEC) for the Senator Highway Reconstruction Project. In 2009 AMEC completed the design as it was scoped at that time. Subsequently, other issues were identified which required additional engineering including the addition of a southbound left-turn lane at Nathan Lane. The addition of the left turn lane requires widening of the roadway in this area necessitating geotechnical investigation, utility relocations, retaining wall design, drainage improvements, signing and striping plan modifications, right of way investigation, and coordination with Yavapai County for encroachment into the County jurisdiction. These additional services were not part of the original contract with AMEC.

Since that time AMEC has reorganized and is a different company now, AMEC Earth and Environmental, Inc. This recommended contract is with the reorganized firm to make necessary changes to the plans and complete the design.

**Agenda Item:** Approval of a professional services agreement with AMEC Earth and Environmental, Inc. for engineering design services for the Senator Highway Reconstruction Project in an amount not to exceed \$42,764.86

**Schedule**

Additional design drawings and bid documents for the Senator Highway Reconstruction Project are scheduled to be completed by September 2011. The project is still subject to Arizona Department of Environmental Quality review. Once that review is completed the project can be bid for construction. It is intended this project will be combined with the South Mount Vernon Reconstruction Project under a single construction contract. The Mount Vernon plans are also proceeding to completion by a different engineering consultant. Construction is tentatively scheduled to commence in February 2012.

**Original Contract Summary**

Original Amount	\$283,357.77
Supplemental Agreement No. 1 (Potholing)	<u>\$ 7,219.84</u>
Total	\$290,577.61

**Budget**

FY 2012 funding for this project is from the One Cent Sales Tax for Streets and Open Space; Account No. 215-7810-09598.

<b>Attachments</b>	Scope of Work and Fee Proposal	Exhibit A
	Location Map	Exhibit B

**Recommended Action:** **MOVE** to approve a professional services agreement with AMEC Earth and Environmental, Inc. for engineering design services for the Senator Highway Reconstruction Project in an amount not to exceed \$42,764.86.

# EXHIBIT "A"



June 27, 2011

Mr. Scott Tkach, PE  
City of Prescott  
430 N. Virginia Street  
Prescott, Arizona 86302

**Re: Senator Highway  
Scope of Work and Cost Proposal**

Mr. Tkach,

Please find attached our scope of work and cost proposal for engineering services to design a left turn lane on southbound Senator Highway at Nathan Lane, modifications to the water and sewer plans, preparation of legal descriptions and exhibits for temporary construction easements, easement negotiations, bid assistance and contingency allowance. Our estimated cost for engineering services is \$42,764.86.

Our cost breakdown by task is as follows:

Project Management and Meetings	\$ 5,355.00
Construction Plan Revisions for Turn Lane	\$ 6,965.82
Water and Sewer Plan and Profile Revisions	\$ 1,637.28
Cost Estimate / Special Provisions Revisions	\$ 1,137.60
Utility Coordination	\$ 1,421.04
ADEQ Approval	\$ 1,347.87
Pre-bid Conference and Addenda Preparation	\$ 1,546.00
Pre-Construction Conference	\$ 966.00
Legal Descriptions and Exhibits	\$ 3,195.00
Easement Negotiations	\$ 1,995.00
Geotechnical Investigation	\$ 6,367.00
Direct Expenses	\$ 831.25
Contingency Allowance	\$10,000.00
<b>Total Cost</b>	<b>\$42,764.86</b>

Please contact me at 480-940-2320 with any questions. We look forward to working with you.

Sincerely,

Rodney S. Penniman, PE  
Project Manager

CITY OF PRESCOTT  
 SENATOR HIGHWAY COST PROPOSAL  
 ADD TURN LANE / WATER SEWER MODIFICATIONS / LEGAL DESCRIPTIONS / POST DESIGN SERVICES  
 MAY 20, 2011

AMEC EARTH AND ENVIRONMENTAL

CLASSIFICATION	
Project Manager	PM
Project Engineer	PE
CADD Technician	CADD
Clerical/Administrative	C

WORK TASKS		STAFF RATES AND HOURS				
		PM	PE	CADD	C	TOTAL
		\$193.20	\$122.82	\$87.45	\$84.66	
<b>Project Management &amp; Meetings</b>						
1	Project Management	8				8
2	Project Administration				6	6
3	Meetings with City Staff	8	8			16
4	Meeting with County Staff	4				4
<b>TOTAL HOURS</b>		20	8	0	6	34
<b>TOTAL COST</b>		\$3,884.00	\$982.56	\$0.00	\$507.96	\$5,365
<b>C 1.0 Construction Plan Revisions/Additions to add Left Turn Lane at Nathan Lane</b>						
1	Revise Geometric Control, Sheet 7		2			2
2	Add Turn Lane to Typical Roadway Sections		2	2		4
3	Revise Roadway Plan, Sheet 18		2	4		6
4	Revise Drainage Details, Sheet 18		2	2		4
5	Revise Roadway Profile, Sheet 19		2	4		6
6	Revise Drainage Cross Sections, Sheet 27		2			2
7	Revise Marking Quantities, Sheet 28		0.5	1		1.5
8	Revise Sign Summary, Sheet 30		0.5	1		1.5
9	Revise Signing & Marking Plan, Sheet 39		0.5	3		3.5
10	Internal QA/QC Review	2				2
11	New Sheet for Retaining Wall Plan and Profile, south of Nathan Lane	1	15	16		32
<b>TOTAL HOURS</b>		3	28.5	33	0	64.5
<b>TOTAL COST</b>		\$579.60	\$3,500.37	\$2,885.85	\$0.00	\$6,965.82
<b>C 2.0 Water and Sewer Plan and Profile Revisions</b>						
1	Remove Sheet 20, 21, 24 & 25 and Renumber all Sheets			2		2
2	Revise Sheet 22 & 23 - Miscellaneous Revisions		1	3		4
3	Revise Sheet 28 - Revise Sewer Alignment and Profile	0.5	3	7		10.5
<b>TOTAL HOURS</b>		0.5	4	12	0	16.5
<b>TOTAL COST</b>		\$98.60	\$491.28	\$1,049.40	\$0.00	\$1,637.28
<b>C 3.0 Cost Estimate &amp; Special Provisions</b>						
1	Recalculate Roadway Quantities		1.5			1.5
2	Recalculate Signing & Marking Quantities		1			1
3	Recalculate Drainage Quantities		1			1
4	Revise Water and Sewer Quantities		1.5			1.5
5	Revise Special Provisions	1	2		1	4
<b>TOTAL HOURS</b>		1	7	0	1	9
<b>TOTAL COST</b>		\$193.20	\$859.74	\$0.00	\$84.66	\$1,137.60
<b>C 4.0 Utility Coordination</b>						
1	Utility Coordination	2	7	2		11
<b>TOTAL HOURS</b>		2	7	2	0	11
<b>TOTAL COST</b>		\$388.40	\$859.74	\$174.90	\$0.00	\$1,421.04
<b>C 5.0 ADEQ Approval to Construct</b>						
1	ADEQ Application Preparation, Processing and Coordination	1	8	1	1	11
<b>TOTAL HOURS</b>		1	8	1	1	11
<b>TOTAL COST</b>		\$193.20	\$982.56	\$87.45	\$84.66	\$1,347.87
<b>TOTAL COST ALL TASKS PAGE 1</b>		<b>\$5,313.00</b>	<b>\$7,676.25</b>	<b>\$4,197.60</b>	<b>\$677.28</b>	<b>\$17,664.13</b>





**PROPOSAL COST ESTIMATE**

DATE 5/16/2011

SUBMITTED TO: AMEC

PROPI/JOB NO. PA10-07-02

PROJECT: Senator Highway - Nathan Lane Retaining Wall

SUBMITTED BY TJF

PROJECT DETAILS: Geotechnical Investigation

REVIEWED BY LAH

ITEM	UNIT	UNIT COST	Low		High		ACTUAL COSTS	
			NO. OF UNITS	TOTAL COST	NO. OF UNITS	TOTAL COST	NO. OF UNITS	TOTAL COST
<b>SUB-CONTRACTED EQUIPMENT</b>								
CME-SS DRILL RIG AND 2 MAN CREW	LS	\$1750.00	1.00	\$1750.00				
BACKHOE	HR	\$75.00						
PICKUP (MILES OR DAILY)	MI	\$1.20						
MOBE AND LAYOUT - FIELD ENGINEER	HR	\$90.00						
FIELD OPERATION MANAGER	HR	\$70.00						
<b>SUB-TOTAL</b>				<b>\$1,750.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>FIELD INVESTIGATION</b>								
PROFESSIONAL ENGINEER	HR	\$120.00						
FIELD ENGR. OR GEOLOGIST	HR	\$100.00	8.0	\$800.00				
PICKUP (MILES OR DAILY)	MI	\$1.20	420.0	\$504.00				
PER DIEM	DAY	\$105.00						
Flegmen	HR	\$60.00	14.0	\$840.00				
SEISMOGRAPH	LINE	\$120.00						
TRAFFIC CONTROL (INCLUDES 15% MARK-UP)	LS	\$552.00	1.0	\$552.00				
<b>SUB-TOTAL</b>				<b>\$7,696.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>LABORATORY TESTING</b>								
MOISTURE CONTENT DETERMINATIONS	EA	\$19.00	4.0	\$76.00				
DENSITY DETERMINATIONS	EA	\$28.00						
8/IEVE ANALYSIS (1 1/2-INCH THROUGH NO. 200)	EA	\$64.00	4.0	\$256.00				
200 WASH	EA	\$44.00						
PLASTIC INDEX	EA	\$59.00	4.0	\$236.00				
HYDROMETER ANALYSIS	EA	\$231.00						
CONSOLIDATION	EA	\$200.00	1.0	\$200.00				
DIRECT SHEAR - IN SITU MOISTURE	EA	\$316.00						
DIRECT SHEAR - SATURATED	EA	\$347.00						
UNCONFINED COMPRESSION	EA	\$94.00						
R-VALUE	EA	\$280.00						
PROCTOR (ASTM D698A)	EA	\$131.00						
EXPANSION (REMOLDED SAMPLE)	EA	\$166.00						
<b>SUB-TOTAL</b>				<b>\$768.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>REPORT PREP, MEETINGS, ENGR. ANALYSIS</b>								
PRINCIPAL, SR. PROJECT MAN., PROJECT MAN.	HR	\$180.00	0.5	\$90.00				
PROFESSIONAL ENGINEER	HR	\$120.00	6.0	\$720.00				
GEOPHYSICIST	HR	\$140.00						
STAFF ENGINEER OR GEOLOGIST	HR	\$90.00						
DRAFTSMAN	HR	\$65.00	1.0	\$65.00				
SR. ENGINEER TECHNICIAN	HR							
JR. ENGINEER TECHNICIAN	HR							
TYPIST	HR	\$60.00	2.0	\$120.00				
PRINTING	PG							
OFFICE EXPENSES	LS	8% of labor		\$168.00				
CAD WORK STATION	HR	\$33.00						
<b>SUB-TOTAL</b>				<b>\$1,153.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>GRAND TOTAL</b>				<b>\$6,367.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

**CITY OF PRESCOTT  
SENATOR HIGHWAY COST PROPOSAL  
ADD TURN LANE / WATER SEWER MODIFICATIONS / LEGAL DESCRIPTIONS / POST DESIGN SERVICES  
MAY 20, 2011**

**AMEC EARTH AND ENVIRONMENTAL**

**DIRECT EXPENSES**

**Mileage**

	<u>Number of Trips</u>	<u>Miles/Trip</u>	<u>Cost /Mile</u>	<u>Total Cost</u>
Meetings with City Staff (assume 2)	2	250	0.505	\$252.50
Prebid Conference	1	250	0.505	\$126.25
Bid Meeting	1	250	0.505	\$126.25
Pre-Construction Conference	1	250	0.505	\$126.25
<b>Total Mileage Cost</b>				<b>\$631.25</b>
<b>Other Miscellaneous Direct Expenses, Printing, etc.</b>				<b>\$200.00</b>
<b>Total Direct Expenses</b>				<b>\$831.25</b>
<b>CONTRACT ALLOWANCE (CONTINGENCY)</b>				<b>\$10,000.00</b>

## **ENGINEERING SCOPE OF WORK**

### **CITY OF PRESCOTT**

### **SENATOR HIGHWAY**

### **ADDING LEFT TURN LANE AT NATHAN LANE, SEWER AND WATER MODIFICATIONS, LEGAL DESCRIPTIONS AND EXHIBITS, EASEMENT NEGOTIATIONS AND BID ASSISTANCE**

#### **A. BACKGROUND**

The City of Prescott desires to add a left turn lane on southbound Senator Highway at Nathan Lane. A site visit was conducted and because of the steep drop-off on the west side of Senator Highway, the road will be widened to the east to accommodate the turn lane. This will require an extension of the project limits to the south so that northbound traffic can be tapered around the turn lane. Adding the left turn lane will require modifications to the Senator Highway Improvement plans including the typical roadway section to add the turn lane, roadway plan and curb and gutter profile, drainage plan and pipe profile, roadway cross sections, pavement marking and signing and new retaining wall plan and profile, south of Nathan Lane.

In addition, plan modifications will be made to the water and sewer plan and profiles as redlined by the City and legal descriptions and exhibits will be prepared for temporary construction easements. We will also provide construction administration services as well as as-built survey services for the entire Senator Highway Project.

#### **B. COMMON TASKS**

##### **B 1.0 Survey and Aerial Mapping**

Survey and mapping prepared for the Senator Highway Improvement project will be used to develop the construction drawings for the Nathan Lane turn lane. We feel that no additional mapping is required at this time. Due to the overlap onto the adjacent areas that was performed in the initial phase of the work, we feel that adequate coverage exists both in the mapping and the right of way.

##### **B 2.0 Data Collection**

Data collected as part of the Senator Highway Improvements will be used for the Nathan Lane turn lane design. During the initial phase of the project, we were able to acquire excess data that included this area of the project.

**B 3.0 CADD Standards**

All CADD work shall be performed in AutoCad in accordance with existing CADD standards and layering conventions.

**B 4.0 Right of Way**

No additional right of way is anticipated to construct the turn lane. If needed, the preparation of a legal description and exhibit for the purpose of a temporary construction easement on one lot is included in the cost proposal.

**B 5.0 Yavapai County Coordination**

Coordination with Yavapai County will be necessary due to the retaining wall and roadway improvements within their right of way.

**C. DESIGN PROCESS**

Construction documents to add a left turn lane at Nathan Lane and revisions to the water and sewer will be prepared to a 95% stage at which time the City of Prescott will conduct one review of the construction documents. A review will only be conducted on those items/sheets impacted by the addition of the left turn lane at Nathan Lane and revisions to the water and sewer plans. Once the City's review is complete and a comment resolution meeting with City staff is held, the construction documents will be revised and submitted to the City as final construction documents. No additional City reviews will be conducted.

**C 1.0 Construction Plan Revisions/Additions for Left Turn Lane at Nathan Lane**  
Plan modifications to add the Nathan lane turn lane will include the following:

- Revise Geometric Control Sheet
- Revise Typical Section
- Revise Roadway Plan
- Revise Roadway Profile
- Revise Roadway Cross Sections
- Revise Drainage Details
- Revise Drainage Profile
- Revise Marking Quantities
- Revise Sign Summary
- Revise Signing and Marking Plan
- New Retaining Wall Plan and Profile

**C 2.0 Water and Sewer Plan and Profile Revision**

Plan modifications to revise the water and sewer plan and profile sheets per redlines provided by George Henderson include the following:

Remove Water Plan and Profile Sheets 20 & 21 from the Senator Highway plans  
Modify Water Plan and Profile Sheets 22 and 23 from the Senator Highway plans  
Remove Sewer Plan and Profile Sheet 25 from the Senator Highway plans  
Modify Sewer Plan and Profile Sheet 26 from the Senator Highway plans

### **C 3.0 Cost Estimate and Special Provisions**

The cost estimate and special provisions for the Senator Highway project will be revised to reflect the changes made to the plan and profile sheets to add a left turn lane at Nathan Lane and modifications to the water and sewer sheets to add and delete water and sewer features.

### **C 4.0 Utility Coordination**

Utility coordination was conducted during the preparation of the construction documents for the Senator Highway Improvement project. Additional utility coordination will be conducted during the preparation of the Nathan Lane left turn lane construction documents. Plans will be sent to the Utility companies at the 95% plan stage.

### **C 5.0 ADEQ Approval to Construct**

AMEC will prepare ADEQ Form 222, application for approval to construct, and will submit the form and construction documents to ADEQ for review and approval. Per our conversation with ADEQ on May 18, 2011, the review fees are \$1,000 and \$900 to review construction documents for sewer and water respectively. ADEQ review fees will increase on July 1, 2011, however the new fee schedule has not been established to date.

### **C 6.0 Deliverables**

AMEC will provide 3 full size sets of the plan sheets to the City for the 95% construction document review and one set to Yavapai County. The submittal will only include those sheets revised or added to design the left turn lane at Nathan Lane and to those sheets modified for the water and sewer design as identified in Sections C 1.0 and C 2.0. In addition, three sets of the cost estimate and special provisions will be submitted to the City at the 95% plan stage.

AMEC will provide one full size set of plans on bond paper and 1 full size set of signed and sealed mylars upon project completion. AMEC will provide one set the cost estimate and special provisions for the entire Senator Highway project. In addition, a PDF of all final construction documents will be provided to the City on a disk.

## **D. LEGAL DESCRIPTIONS, EXHIBITS AND EASEMENT NEGOTIATIONS**

### **D 1.0 Legal Descriptions and Exhibits**

Granite Basin Engineering Inc. will provide the services necessary to prepare legal descriptions and exhibits for temporary construction easements. The Senator Highway plans identify seven lots for which a temporary construction easement is needed. There may be a need for a temporary construction easement in the area of a proposed retaining wall south of Nathan Lane at the east side of Senator Highway. This is included in the

cost proposal. Granite Basin Engineering Inc. will provide services for easement negotiations. They will develop a document suitable for recording of the easement in written form and an exhibit drawing that details the individual impact to each property. Fees for the recording of each are the responsibility of the Client. These documents will be sealed by a Professional Surveyor and useable in the negotiation and recording process.

#### **D 2.0 Easement Negotiations**

Granite Basin Engineering Inc. will provide services for easement negotiations. Granite Basin Engineering will visit the required property owners in order to obtain the signatures for the easements that have been prepared. They will discuss the impact with each owner and answer any questions that may arise. One visit with each owner is anticipated for this effort.

### **E. GEOTECHNICAL INVESTIGATION**

#### **E 1.0 Field Investigation**

##### **E 1.1 Boring Surveys and Utility Clearance**

AMEC E&E will lay out its program of borings from existing survey monuments or surface features based on site plans or plats of site surveys furnished by others. Blue Stake services will be contacted and coordinated by our field engineer to verify that no underground utilities are present at the boring locations. The boring locations will be field verified prior to drilling. Both City of Prescott and Yavapai County right of way permits will be obtained.

##### **E 1.2 Traffic Control**

A traffic control plan will be developed to support the geotechnical investigation activities. The necessary traffic control signs and devices will be provided through the duration of the Senator Highway Geotechnical Investigation Prescott, Arizona AMEC Proposal No. PA10-07-02 Revision 2 May 16, 2011 investigation activities. It is anticipated that a lane closure will be required and that flagmen will be required to route traffic through the work zone.

##### **E 1.3 Mobilization and Demobilization**

AMEC plans to mobilize and demobilize its field engineer or geologist, subcontracted truck-mounted CME-75 drill rig and auxiliary vehicle to and from the site.

##### **E 1.4 Exploratory Drilling**

AMEC plans to drill two test borings by auger methods to depths of 25 feet or to refusal on rock, strongly cemented materials or other obstructions. Standard penetration testing or open-end drive sampling will be performed at 5-foot intervals or less in the borings. Our field engineer or geologist will supervise the drilling program and will continuously examine the soils during drilling, visually classify and prepare the boring logs.

### **E 2.0 Laboratory Analysis**

Laboratory tests will be performed as considered necessary for engineering analysis. Tests that may be necessary for the project include moisture content, grain-size analysis, Atterberg limits and direct shear soil strength testing.

### **E 3.0 Engineering Analysis and Report**

Engineering analysis of the data collected in the field and laboratory investigations will be made. The previous report for Senator Highway submitted by AMEC will be added to include the design criteria for proposed retaining wall. Three copies of a geotechnical investigation report will be submitted.

## **F. POST DESIGN AND CONSTRUCTION ASSISTANCE SERVICES**

### **F 1.0 Pre-Bid Conference and Addenda Preparation**

The Engineer will attend and participate in the pre-bid conference that is mandatory for prospective bidders. The Engineer will attend the bid opening. The Engineer will assist in the preparation of up to two Addenda for the project during the bid phase.

### **F 2.0 Pre-Construction Conference**

The Engineer will attend and participate in the pre-construction conference.

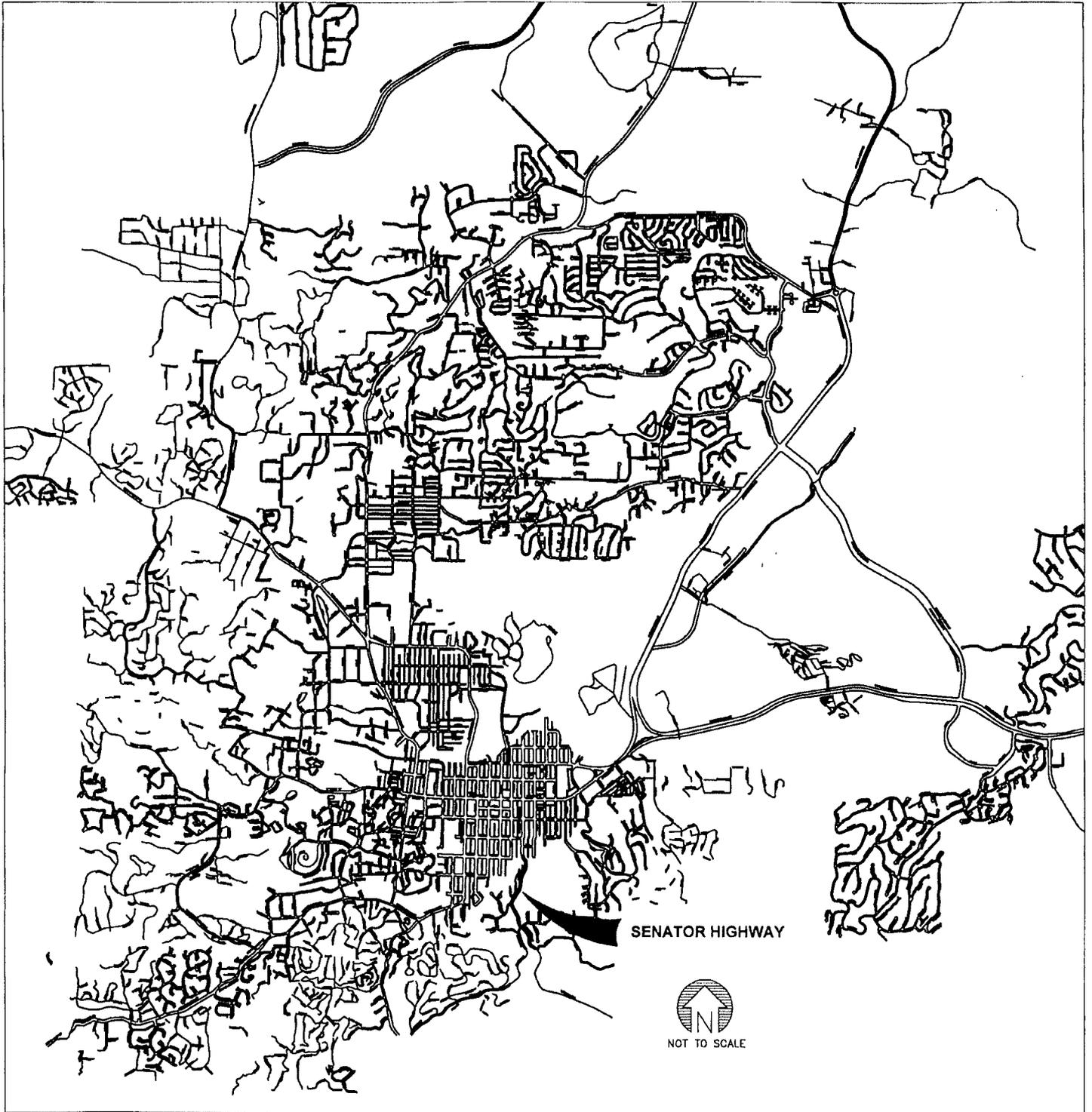
## **G. Work Hours Not to Exceed**

Work hours estimated for "Post Design and Construction Assistance Services", inspections, construction site meetings, shop drawing reviews, as-built survey and responding to construction questions and concerns (RFI's) shall not be exceeded without express written permission from the City of Prescott.

## **H. Standard of Care**

The Engineer shall be responsible to the level of competency and standard care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. The Engineer and the City mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

The Principal Engineer of the project will provide the City with sealed letter stating that the work products have been checked for QA/QC prior to submission to the City and (2) the Principal Engineer in charge of the project will submit a sealed letter to the City stating that the project has been verified prior to submission of the 100-percent PS&E.



## EXHIBIT "B"

# PROJECT VICINITY MAP

## SENATOR HIGHWAY RECONSTRUCTION PROJECT



CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT

<b>COUNCIL AGENDA MEMO - July 12, 2011</b>
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<b>DEPARTMENT: POLICE</b>
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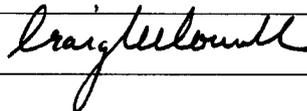
<b>AGENDA ITEM: Recommendation for Council to approve completion of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance (BJA), seeking grant funds in the amount of \$13,559 for the purchase of law enforcement program equipment</b>
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<b>Approved By:</b>	<b>Date:</b>
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<b>Department Head: Michael Kabbel</b>	
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<b>Finance Director: Mark Woodfill</b>	
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<b>City Manager: Craig McConnell</b>	
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	7-6-11
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### Summary

The Prescott Police Department requests approval to submit an application for grant funding provided by the U.S. Department of Justice, Bureau of Justice Assistance, in the amount of \$13,559.

### Background

On June 20, 2011, the Prescott Police Department received notification that the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, had allocated Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the amount of \$13,559 to the Prescott Police Department. The application deadline for this grant is July 21, 2011.

Awarded funds will be used to purchase equipment and supplies that will enhance and improve law enforcement programs. Additionally, allocated funds may be expended over a period of four years from award date.

Although the grant award is under the \$20,000 procurement code guideline, this matter is being brought before the Council to satisfy U.S. Department of Justice requirements that the application be made available for review by the governing body, and provided for public comment before application is submitted.

### 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.

<b>Recommended Action: MOVE</b> to approve completion of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance (BJA), for grant funds in the amount of \$13,559.00.
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**COUNCIL AGENDA MEMO – July 12, 2011**

**DEPARTMENT:** City Clerk

**AGENDA ITEM:** Adoption of Resolution No. 4092-1202 approving ballot wording for the Special Election of November 8, 2011, Charter amendments

**Approved By:**

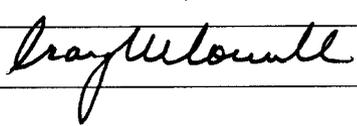
**Date:**

**Department Head:** Elizabeth A. Burke, City Clerk

07/06/2011

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



7-6-11

**Summary**

This item adopts the resolution approving the ballot language for Charter amendments to be proposed at the Special Election to be held November 8, 2011.

**Background**

The Charter Amendment Committee (consisting of Councilwoman Linn, Chairman, and Councilmen Hanna and Lamerson) met and reviewed the remaining proposed changes, along with an additional proposal submitted by staff to clarify the Charter regarding filling of Council vacancies. The Committee recommended seven amendments which were reviewed at the July 5, 2011, Council Workshop and directed to be included on the ballot.

The attached Resolution No. 4092-1202 approves the wording of these Charter amendments that will be placed on the Special Election ballot of November 8, 2011. Once the resolution is adopted, notice for pro/con statements will be made to the public for inclusion in a publicity pamphlet. The deadline for receiving these statements will be August 10, 2011.

**Recommended Action:** MOVE to adopt Resolution No. 4092-1202.

**RESOLUTION NO. 4092-1202**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE BALLOT LANGUAGE REGARDING PROPOSED CHARTER AMENDMENTS TO BE PRESENTED TO THE VOTERS OF THE CITY OF PRESCOTT AT THE SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2011**

**RECITALS:**

WHEREAS, the Prescott City Council has determined that changes were needed to the Prescott City Charter and therefore created the Charter Amendment Committee to review said Charter and refer proposed changes to the City Council; and

WHEREAS, the Committee has presented said proposed changes and taken comment thereon; and

WHEREAS, the Prescott City Council adopted Ordinance Number 4797-1148 which authorizes a Special Election on November 8, 2011.

**ENACTMENTS:**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Prescott, Yavapai County, Arizona, that the ballot language indicated in Exhibit A, attached hereto and made a part hereof by this reference, will be presented to the voters of Prescott, Arizona, at their November 8, 2011, Special Election.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 12th day of July, 2011.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**'EXHIBIT A'**

**PROPOSITION NO. 1**

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE II, SECTION 12, ENTITLED "VACANCIES IN COUNCIL AND OFFICE OF MAYOR"**

**SHALL ARTICLE II, SECTION 12 OF THE CITY CHARTER, ENTITLED "VACANCIES IN COUNCIL AND OFFICE OF MAYOR" BE AMENDED AS FOLLOWS?"**

*The council, by a majority vote of its remaining members, shall, ~~within thirty one (31) days,~~ fill the vacancies in its own membership, and in the office of mayor, **BY EITHER OF THE FOLLOWING:***

**A. APPOINTMENT FOR THE UNEXPIRED TERM.**

**B. APPOINTMENT UNTIL THE NEXT NOVEMBER WHEN COUNCIL MEMBERS ARE SEATED IF THE VACANCY OCCURS MORE THAN THIRTY DAYS BEFORE THE NOMINATION PETITION DEADLINE FOR THE PRIMARY ELECTION. THE NOMINATION PROCESS PROVIDED BY STATE ELECTION LAW SHALL BE FOLLOWED BY CANDIDATES FOR SUCH VACANCY AND SHALL BE DESIGNATED ON THE PRIMARY, AND GENERAL IF NECESSARY, BALLOT AS RUNNING FOR THE "SHORT TERM."**

*for the unexpired terms. In the event that such unexpired term exceeds two years, then the appointment to such vacancy shall be for the period from the appointment until the next succeeding election, at which time an individual shall be elected to serve the remainder of the term and who shall be designated on the ballot as running for the "short term."*

*If the council fails to make an appointment within thirty one (31) days following the occurrence of the vacancy, the council at its next regularly scheduled voting meeting shall call a special election to fill the vacancy. Such election shall be held in accordance with state and federal law, but not later than one hundred fifty (150) days following the call of election, and shall be otherwise governed by the provisions of Article IX.*

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**PROPOSITION NO. 2**

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE IV, SECTION 2, ENTITLED "CITY CLERK"**

**SHALL ARTICLE IV, SECTION 2 OF THE CITY CHARTER, ENTITLED "CITY CLERK" BE AMENDED AS FOLLOWS?"**

*The council shall appoint an officer of the city, who shall have the title of city clerk, and who shall give notice of all council meetings, keep the journal of the council's proceedings, authenticate by his signature and record in full ~~in books kept for the purposes~~ all ordinances and resolutions, and shall perform such other duties as shall be required by this charter or by ordinance. He will serve at the pleasure of the council.*

**THE CITY CLERK DEPARTMENT EMPLOYEES SHALL BE APPOINTED BY AND ACCOUNTABLE TO THE CITY CLERK. THE CITY CLERK WILL REPORT TO AND BE RESPONSIBLE FOR THE OPERATION OF THE CITY CLERK DEPARTMENT TO THE CITY COUNCIL. THE CITY CLERK SHALL PREPARE THE BUDGET FOR THE CITY CLERK DEPARTMENT FOR SUBMISSION TO THE CITY COUNCIL, AND THE CITY CLERK BUDGET SHALL BE ESTABLISHED BY THE CITY COUNCIL.**

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**PROPOSITION NO. 3**

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE IV, SECTION 4, ENTITLED "CITY ATTORNEY"**

**SHALL ARTICLE IV, SECTION 4 OF THE CITY CHARTER, ENTITLED "CITY ATTORNEY" BE AMENDED AS FOLLOWS?"**

*The council shall appoint the city attorney who shall be the chief legal adviser of all officers, departments and agencies and of all officers and employees in matters relating to their official powers and duties. He shall represent the city in all legal proceedings. It shall be his duty to perform all services incident to his position as may be required by statute, by this charter or by ordinance. He will serve at the pleasure of the council.*

**THE LEGAL DEPARTMENT SHALL CONSIST OF A CRIMINAL AND CIVIL DIVISION WITH DEPARTMENT EMPLOYEES APPOINTED BY AND ACCOUNTABLE TO THE CITY ATTORNEY. THE CITY ATTORNEY WILL REPORT TO AND BE RESPONSIBLE FOR THE OPERATION OF THE LEGAL DEPARTMENT TO THE CITY COUNCIL. THE CITY ATTORNEY SHALL PREPARE THE BUDGET FOR THE LEGAL DEPARTMENT FOR SUBMISSION TO THE CITY COUNCIL, AND THE LEGAL DEPARTMENT BUDGET SHALL BE ESTABLISHED BY THE CITY COUNCIL.**

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**PROPOSITION NO. 4**

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE VI, SECTION 3, ENTITLED "SUBMISSION OF ESTIMATES TO COUNCIL; SCOPE OF CITY MANAGER'S ESTIMATE"**

**SHALL ARTICLE VI, SECTION 3 OF THE CITY CHARTER, ENTITLED "SUBMISSION OF ESTIMATES TO COUNCIL; SCOPE OF CITY MANAGER'S ESTIMATE" BE AMENDED AS FOLLOWS?**

*On or before such date as shall be fixed by the council, the city manager shall prepare and submit in writing to the council the estimates of each department **AND FUND** and his own personal report and recommendations and estimates as to the probable expenditures of the city for the next ensuing fiscal year, stating the amount in detail required to meet all expenditures necessary for city purposes, including interest and sinking funds, and outstanding indebtedness, if there be any; also estimates of the amount of income expected from all sources in each department **AND FUND**, and the amount, if any, required to be raised by taxation to cover such expenditures, interest ad sinking fund.*

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**PROPOSITION NO. 5**

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE VI, SECTION 4, ENTITLED "PREPARATION AND TENTATIVE ADOPTION OF A BUDGET; PUBLICATION OF BUDGET AND NOTICE OF MEETING TO FIX TAX LEVIES"**

**SHALL ARTICLE VI, SECTION 4 OF THE CITY CHARTER, ENTITLED "PREPARATION AND TENTATIVE ADOPTION OF A BUDGET; PUBLICATION OF BUDGET AND NOTICE OF MEETING TO FIX TAX LEVIES" BE AMENDED AS FOLLOWS?**

*The council shall meet annually prior to fixing the tax levy, and make a budget of the estimated amounts required to pay the expenses of conducting the business of the city for the ensuing fiscal year. The budget shall be prepared in such detail as to show the aggregate sum and the items thereof allowed for each and every purpose, and such budget, together with a notice that the council will meet for the purposes of making tax levies, in accordance with said budget, at the time and place set out in said notice, shall be published ~~in the official newspaper of the city~~ **IN ACCORDANCE WITH STATE LAW** once a week for at least two consecutive weeks following the tentative adoption of such budget.*

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PROPOSITION NO. 6

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE VII, SECTION 10, ENTITLED "PUBLICATION OF ORDINANCES AND RESOLUTIONS"

SHALL ARTICLE VII, SECTION 10 OF THE CITY CHARTER, ENTITLED "PUBLICATION OF ORDINANCES AND RESOLUTIONS" BE AMENDED AS FOLLOWS?

*All ordinances, except those necessary for the immediate preservation of the peace, health or safety of the city, shall be published **at least two times in a newspaper of general circulation in the city** IN ACCORDANCE WITH STATE LAW before they become effective and operative.*

*Emergency ordinances necessary for the immediate preservation of the peace, health or safety of the city which have been passed by the necessary three-fourths vote of the members of the council become effective and operative immediately, and shall be published once ~~in a newspaper of general circulation in the city~~ IN ACCORDANCE WITH STATE LAW within ten (10) days after their passage.*

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PROPOSITION NO. 7

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE VIII, SECTION 12, ENTITLED "SALE OF CITY PROPERTY"

SHALL ARTICLE VIII, SECTION 12 OF THE CITY CHARTER, ENTITLED "SALE OF CITY PROPERTY" BE AMENDED AS FOLLOWS?

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*Notwithstanding any portion of this section, the property known as Watson Lake and Willow Lake, and adjacent property, consisting of a cumulative total of approximately eight hundred fifty (850) acres, which were acquired by the city from the Chino Valley Irrigation District from the bond proceeds, pursuant to that Special Bond Election held on May 19, 1998, shall not be sold by the city, and shall be retained as open space and/or utilized for **WATER SUPPLY AND** recreational purposes in perpetuity.*

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**PROPOSITION NO. 8**

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE XI, SECTION 4, ENTITLED "PRESIDING OFFICER; APPOINTMENT; TERM; JUSTICE OF PEACE AS CITY JUDGE"**

**SHALL ARTICLE XI, SECTION 4 OF THE CITY CHARTER, ENTITLED "PRESIDING OFFICER; APPOINTMENT; TERM; JUSTICE OF PEACE AS CITY JUDGE" BE AMENDED AS FOLLOWS?**

*The presiding officer of the city court shall be a city judge, who shall be appointed by the council in December of each even-numbered year. The term of office of the city judge shall commence on the first business day of the month following his or her appointment, and shall be for two (2) years, or until his or her successor is appointed and qualified. ~~The next judicial appointment shall be made by the council in December of 1996, to take effect on the first business day of January, 1997. Until that time the incumbent judge shall retain his office as provided by law.~~*

**THE CITY COURT DEPARTMENT EMPLOYEES SHALL BE APPOINTED BY AND ACCOUNTABLE TO THE CITY JUDGE. THE CITY JUDGE WILL REPORT TO AND BE RESPONSIBLE FOR THE OPERATION OF THE CITY COURT DEPARTMENT TO THE CITY COUNCIL. THE CITY JUDGE SHALL PREPARE THE BUDGET FOR THE CITY COURT DEPARTMENT FOR SUBMISSION TO THE CITY COUNCIL, AND THE CITY COURT BUDGET SHALL BE ESTABLISHED BY THE CITY COUNCIL.**

**COUNCIL AGENDA MEMO – (July 12, 2011)**

**DEPARTMENT:** Legal Department

**AGENDA ITEM:** New developments in the Lexington Insurance Company litigation

**Approved By:**

**Date:**

<b>Department Head:</b> Gary D. Kidd <i>GDK</i>	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	7-6-11

**Item Summary** – This is to consider the most recent offer of settlement that Lexington Insurance Company has made to the City since the Council’s June 21 meeting. The City Attorney will present this most recent settlement offer and possible options for the Council to consider.

**Recommended Action:** Moved to approve settlement offer from Lexington Insurance in the Lexington v. City of Prescott litigation in the amount of \$ \_\_\_\_\_.

<b>COUNCIL AGENDA MEMO – July 12, 2011</b>
<b>DEPARTMENT:</b> City Manager
<b>AGENDA ITEM:</b> Procedure and schedule for appointment to fill unexpired Council term

<b>Approved By:</b>	<b>Date:</b>
<b>City Manager:</b> Craig McConnell 	7-6-11

**Background**

At the workshop of July 5, 2011, Council discussed the process for screening applications and interviewing candidates to fill the Council seat to be vacated by Councilwoman Tammy Linn on July 14, 2011. This item is for Council consideration and approval of the procedure and schedule.

Council Resolution No. 3232 of February 8, 2000, sets forth policy regarding the filling of Council vacancies. In summary it provides for the publicizing of a vacancy, accepting applications, public interviewing of selected applicants, and appointment by the Council as a whole.

It should be noted that there is an inconsistency between Resolution No. 3232 and the Application for Council Vacancy provided to and submitted by interested individuals. Section 2 of the Resolution states that "... applications shall include ... a resume and narrative statement of why the applicant wishes to be appointed." The application form indicates, "Please feel free to include a resume and/or other documents ... ." In the interest of fairness and expediency, in this present case it is suggested that the resume requirement of the Resolution be waived, and not constitute a criterion for rejection of any application which has been submitted.

**Screening of Applications and Creating a Shortlist**

Two alternatives were identified during the Council discussion:

Alternative A      The Council Appointment Committee consisting of three members (Councilwoman Suttles, Councilman Blair, and Councilman Hanna) will screen the 20 applications received and recommend four (4) candidates to be interviewed by the Council in public session.

Alternative B      Each Councilmember will choose six (6) candidates and submit the names to the City Clerk who will identify the four (4) receiving the most nominations to be interviewed by the Council in public session.

**Agenda Item:** Procedure and schedule for appointment to fill unexpired Council term

**Schedule**

The schedule is proposed to be the same for both of the alternatives.

- July 12, 2011     Regular Council Voting Meeting. Approval of two items:
- (1) Alternative A or Alternative B for screening of applications and creation of a shortlist of four (4) candidates to be invited to an interview
  - and
  - (2) The schedule for the overall selection process.
- July 15, 2011     Completion of shortlist; notification of candidates to be interviewed. If Alternative A has been chosen, the meeting of the Council Appointment Committee will be posted and open to the public.
- July 19, 2011     Special Council Voting Meeting. Public interview of four (4) candidates and selection of the new Councilmember. Similar to all other City employees, this appointment will be subject to successfully passing a background check and drug screening.
- July 26, 2011     New Councilmember seated.
- Nov. 22, 2011     Term of interim Councilmember expires.

**Recommended Action: MOVE** to approve:

1. Alternative \_\_\_ for screening of applications and creating a shortlist to fill the unexpired term of Councilwoman Tammy Linn.
- and
2. The steps and schedule to be used as identified in the Council agenda memo.

**COUNCIL AGENDA MEMO – July 12, 2011**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approval for night work on July 26, 2011, to upsize the water service and water meter at 108 West Gurley Street.

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski	<b>July 11, 2011</b>
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	7-11-11

**Item Summary**

The item is to approve night work on July 26, 2011, to upsize the service line from the main and water meter from ¾" to 1" to serve the new Music Café located at 108 West Gurley Street.

**Background**

The Music Café has additional water fixtures and demand from the previous use which is the reason to upsize the service and meter. Grady's Quality Excavating and Paving, a licensed General Engineering Contractor will perform the work on July 26, 2011. The water main will be shut down briefly to allow the contractor to abandon the existing ¾" service which is the basis for the night work request and to minimize impact to the other business owners on Gurley Street.

The existing water main is located on the north half of Gurley Street in the parking spaces which will minimize the impact to Gurley Street. The contractor will provide approved traffic control and the trench and backfill will conform to Public Works Standards. The contractor will also notify the other businesses along Gurley Street prior to commencing the work. The Water Department has been contacted and will schedule the new tap for the night of July 26, 2011.

All costs for the night work and the new service and meter will be paid for by the owners of the Music Café and the contractor.

**Recommended Action:** MOVE to approve night work on July 26, 2011, for a new water service and meter at 108 West Gurley Street.