



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

**PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, DECEMBER 13, 2011
3:00 P.M.**

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

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

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Reverend Julia McKenna Johnson
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Blair
- ◆ **ROLL CALL:**

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow
Councilman Hanna
Councilman Kuknyo
Councilman Lamerson
- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. CONSENT AGENDA

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

- A. Approval to purchase microwave communication equipment for Water Production Facilities located in Chino Valley from Microwave Networks in the amount of \$13,844.00.
- B. Adoption of Resolution No. 4111-1221 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the Prescott Police Department to enter into a Memorandum of Understanding with Yavapai College Police Department to establish responsibility and authority for the Prescott Regional Communications Center to enter YCPD records in the Arizona Criminal Justice Information

System (ACJIS) and the National Crime Information Center (NCIC) per an approved Holder of Record Agreement and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

- C. Adoption of Resolution No. 4112-1222 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the Prescott Police Department to enter into a Memorandum of Understanding with Prescott Valley Police Department to establish responsibility and authority for the Prescott Regional Communications Center to enter PVPD records in the Arizona Criminal Justice Information System (ACJIS) and the National Crime Information Center (NCIC) per an approved Holder of Record Agreement and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- D. Approval of the minutes of the November 15, 2011, Joint Special Meeting/Workshop, the November 17, 2011, Special Meeting, and the November 22, 2011, Regular Voting Meeting.

II. REGULAR AGENDA

- A. Adoption of Ordinance No. 4820-1220 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting title to real property commonly known as the Pulmonary Foundation property located at 215 North McCormick Street, and authorizing the Mayor and staff to execute any and all documents to effectuate said purchase.
- B. Adoption of Resolution No. 4114-1224 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, extending the 2005-2010 Water Management Policy, adopting a Water Management Budget for Calendar Year 2012, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- C. Approval of Professional Services Agreement between Jacobs Engineering Group, Inc., and the City of Prescott acting on behalf of the Central Yavapai Metropolitan Planning Organization In the amount of \$81,321.00 for the Regional Transportation Plan Update.
- D. Approval of Revision of Plat – Lot 3 of the “Shops at the Boulders” to create six commercial parcels located on 5.4 acres at the northwest corner of Gail Gardner and Willow Creek Roads. (RE11-018)
- E. Adoption of Ordinance No. 4821-1221 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting title to real property known as the Westridge Preserve Property and authorizing the Mayor and staff to execute any and all documents to effectuate said purchase.

- F. Adoption of Ordinance No. 4822-1222 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona renewing a lease for Willow Creek Dog Park for City of Prescott Parks and Recreation Department from Arizona Public Service Company.
- G. Approval of a license agreement with Charles M. Horsley and Margaret JT Horsley for public trail and climbing access northwest of Watson Lake.
- H. Approval of Supplemental Agreement No. 4 to City Contract No. 2007-222 with Layne Christensen Company for arsenic reduction water treatment.
- I. Adoption of Resolution No. 4113-1223 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, repealing Resolution No. 4009-1039 with regard to Council Policy on Membership on Boards, Commissions and Committees and adopting a new Council Policy on Membership on Boards, Commissions and Committees.
- J. Adoption of Ordinance No. 4823-1223 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, abandoning a small segment of Rhinestone Drive right-of-way adjacent to State Route 69 and authorizing the Mayor and City staff to take all necessary steps to effectuate such abandonment.

III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, MMC, City Clerk

I-A

COUNCIL AGENDA MEMO – December 13, 2011
PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

DEPARTMENT: Public Works

AGENDA ITEM CAPTION: Purchase of Microwave Communication Equipment for Water Production Facilities located in Chino Valley

Approved By:	Date:
Department Director: Mark Nietupski, Public Works Director	11/30/2011
City Manager: Craig V. McConnell <i>Craig McConnell</i>	12-1-11

Good(s) or Service(s) to be Purchased	
Description of Item(s) Check if Prof. Services ___	Proteus Microwave Radio Terminals including antennas and cabling.
Quantity	2
Necessity/Use	The City of Prescott relies heavily on communication to ensure utility service is provided reliably and safely.

Summary of Written Quotes (exclusive of tax) <u>or</u> Professional Services Proposals			
		** See Note (1) below for professional services **	
	Vendor (Name and Location)	Price	Delivery/Schedule
x	1. Microwave Networks	\$13,844	January 2012
	2.		
	3.		

x = recommended award

Notes: (1) Professional services may not be selected by price; indicate the price & delivery only for the vendor selected on the basis of qualifications, after which the final price and schedule were negotiated.

(2) Provide justification for sole source purchases in "Additional Comments" below.

Budget Information	Fund Name: Water Fund-Telemetry/SCADA(7005815893009548)
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Additional Comments: The City currently uses radios (RF), fiber optics (cable) transmission systems to obtain real time status of facilities operations in delivery of water to our customers. The new microwave equipment will improve reliability, increase speed, allow for future SCADA system expansion, and reduce dependency/costs on/for third party service providers yielding an annual savings of \$4,036 (42 month payback).

Sole Source Comments: The public safety microwave ring radio network installed several years ago was manufactured by Microwave Networks (MN). The nature of the facility requires any expansion of the microwave system utilize MN equipment to assure proper function and connectivity with the existing network.

Attachments	1. Price Quote from Microwave Networks
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4000 Greenbriar Stafford, TX 77477
 Ph.: 281-263-6500; Fx: 281-263-6406
 Sales Contact: AT IF10816-50
 System Engineer: Itai Farchi
 Quote: AT IF1129-50
 Date: 29-Nov-11
 Currency: US Dollars

Customer: City of Prescott
 Contact: Tad Coyner
 Location: AZ
 FCA: Stafford, Texas
 Validity: 60 Days
 Delivery: 45-60 Days ARO
 Payment Terms: Per Contract

PRICE AND MATERIAL LIST

Item	Model	Description	Unit Price	Chino Valley Tank	Norwest Tank	Total Qty	Extended Price
1.00	Proteus Microwave Radio Terminals						
1.01	J11IH2-100D-NN0-BL32	Proteus MX, 11 GHz Gigabit Ethernet Radio, Non-Protected, High TX Pwr, Split Mount 32 x DS1/E1, Licensed for 100 Mbps in 30 MHz Channel	\$5,771	1	1	2	\$11,542
2.00	Cables and Connectors for Proteus AMT Microwave Radio Terminals						
2.01	8108760-10	CHAMP Connector 24 GA Cable, AMT-MX, 32 E1/DS1 (2 cables required), 10' (3m)	\$69	2	2	4	\$276
3.00	Antennas for Proteus AMT Microwave Radio Terminals						
3.01	9901453-00	High Performance Integrated Antenna, Andrew, VHLP800-11-RC1, 0.8m, 11 GHz	\$1,013	1	1	2	\$2,026
Grand Total, FCA: Stafford, Texas							\$13,844

- Notes:
- 1.) All other terms and conditions as per MNI's Standard Terms and Conditions of Trade.
 - 2.) A terminal as priced above consists of one radio terminal including one signal processor unit (IDU or SPU) and one RF unit (ODU or RFU).
 - 3.) MNI reserves the right to replace OEM-sourced products with alternative equipment of similar or superior function and quality.
 - 4.) MNI manufactured equipment is covered by 2 years warranty after shipment, per MNI's Standard Warranty Statement.
 - 5.) Warranty on non - MNI manufactured equipment is the original manufacturer's warranty.

COUNCIL AGENDA MEMO – December 13, 2011

I-B

DEPARTMENT: Police

AGENDA ITEM: Adoption of Resolution No. 4111-1221 approving a Memorandum of Understanding between the Yavapai College Police Department and the Prescott Police Department

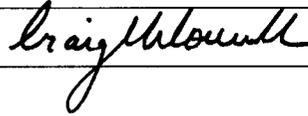
Approved By:

Date:

Department Head: Michael Kabbel, Chief of Police

Finance Director: Mark Woodfill

City Manager: Craig McConnell



12-5-11

Item Summary

The Prescott Police Department requests approval of a Memorandum of Understanding (MOU) between the Yavapai College Police Department (YCPD) and the Prescott Police Department. The purpose of this MOU is to establish responsibility and authority for the Prescott Regional Communications Center to enter YCPD records in the Arizona Criminal Justice Information System (ACJIS) and the National Crime Information Center (NCIC) per an approved Holder of Record Agreement (attached).

Background

In July 2011, the City of Prescott and the Yavapai College Police Department (YCPD) entered into an Intergovernmental Agreement for Joint Dispatch Services.

Pursuant to this MOU, the Prescott Police Department, through the Prescott Regional Communications Center, will be designated as Holder of Records and shall be responsible for entering YCPD records into the ACJIS and NCIC automated systems. Furthermore, the Communications Center shall be responsible for confirming a hit on a record, as well as removing records from file, in accordance with standards and requirements established by both ACJIS and NCIC System Managers. Such an agreement is necessary as YCPD, designated as Owner of Records, does not maintain a 24-hour terminal.

YCPD shall notify the Communications Center immediately when any record is to be cancelled or modified, and provide complete supporting documentation prior to initial record entries being made.

Budget

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

Recommended Action: MOVE to adopt Resolution No. 4111-1221.

RESOLUTION NO. 4111-1221

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PRESCOTT POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH YAVAPAI COLLEGE POLICE DEPARTMENT TO ESTABLISH RESPONSIBILITY AND AUTHORITY FOR THE PRESCOTT REGIONAL COMMUNICATIONS CENTER TO ENTER YCPD RECORDS IN THE ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM (ACJIS) AND THE NATIONAL CRIME INFORMATION CENTER (NCIC) PER AN APPROVED HOLDER OF RECORD AGREEMENT AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the Prescott Police Department and the Yavapai College Police Department wish to enter into a Memorandum of Understanding (MOU) to establish responsibility and authority for the Prescott Regional Communications Center to enter YCPD records in the Arizona Criminal Justice Information System (ACJIS) and the National Crime Information Center (NCIC) per an approved Holder of Record Agreement (attached); and

WHEREAS, pursuant to this MOU, the Prescott Police Department, through the Prescott Regional Communications Center, will be designated as Holder of Records and shall be responsible for entering YCPD records into the ACJIS and NCIC automated systems. Furthermore, the Communications Center shall be responsible for confirming a hit on a record, as well as removing records from files, in accordance with standards and requirements established by both ACJIS and NCI System Managers; and

WHEREAS, YCPD shall notify the Communications Center immediately when any record is to be cancelled or modified, and provide complete supporting documentation prior to initial record entries being made; and

WHEREAS, such an agreement is necessary as YCPD, designated as Owner of Records, does not maintain a 24-hour terminal.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Memorandum of Understanding between the Prescott Police Department and the

Yavapai College Police Department, as set forth in Exhibit "A" which is attached and made a part hereof.

Section 2. THAT the Mayor and staff are hereby authorized to execute the attached Memorandum of Understanding and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 13th day of December, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM (ACJIS)

HOLDER OF RECORD AGREEMENT

The National Crime Information Center (NCIC) and the Arizona Criminal Justice Information System (ACJIS) require:

1. That any agency having investigative authority and jurisdiction and having an NCIC assigned Originating Agency Identifier (ORI) must enter records into NCIC which meet NCIC criteria as soon as reasonably possible after minimum information is available.
2. That every agency which enters records destined for NCIC must assure that "hit" confirmation is available for all records, except III records, 24 hours a day either at that agency, or through a written agreement with another agency, at its location.

THEREFORE, the Prescott Police Department/Prescott Regional Communications Center, hereinafter referred to as Holder of Record, and the Yavapai Community College Police Department, hereinafter referred to as Owner of Record enter into the Agreement.

Owner of Record is:

- A non-terminal 24-hour agency;
or
 A terminal non-24-hour agency;
or
 A non-terminal/non-24-hour agency.

Holder of Record is:

- A 24-hour terminal agency.

Holder of Record is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of 0130700.

Owner of Record is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of 0130800.

Both agencies agree to abide by all rules, policies, and procedures of the NCIC of the Federal Bureau of Investigation (FBI), the State of Arizona Central State Repository (Records and Identification Bureau) and for the Arizona Criminal Justice Information System (ACJIS) under the authority of ARS 41-2205 et seq., ARS 41-1750, ARS 41-1751, ARS 41-2405 and ARS 41-2204 and the National Law Enforcement Telecommunications System (NLETS), subject to the terms and conditions listed below:

TERMS AND CONDITIONS

A. Purpose of Agreement:

The parties shall, by separate written Memorandum of Agreement (which shall reference this Agreement and incorporate itself herein) determine specific procedures/guidelines to delineate the requirements and responsibilities of each party to this Memorandum of Agreement. As a minimum, Agreement shall include:

1. Responsibility for data entry.
2. Responsibility for documentation.
3. Responsibility for cancellation and modification of entries.
4. Responsibility for timeliness of entries, cancellations and modifications.
5. Responsibility for hit confirmation.
6. Responsibility for validation of entries.

B. Rules:

The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information; with all rules, procedures and policies adopted by the NCIC Advisory Policy

Board in regard to information furnished through the FBI/NCIC program; and with all rules adopted by the Arizona Criminal Justice Commission for ACJIS; and with all rules, policies and procedures of ACIC/NCIC unless otherwise provided. Both Holder of Record and Owner of Record have the burden of giving notice of requirements of all the above-named rules and regulations to its employees and other agencies or individuals to whom the agencies might disseminate information derived pursuant to this Agreement.

C. Secondary Dissemination:

Both agencies agree to assume full responsibility for the lawful use of any released criminal history record information and/or other criminal justice information.

D. Sanctions:

1. a. Cancellation: The Arizona Department of Public Safety (State Control Terminal Agency) reserves the right to suspend telecommunications service to the Prescott Police Department/Prescott Regional Communications Center, likewise, the Prescott Police Department/Prescott Regional Communications Center reserves the right to suspend telecommunications service to the Owner of Record when any rules, policies or procedures of NCIC, NLETS, or ACJIS have been violated. The Arizona Department of Public Safety shall be notified immediately of any suspension of service or termination of this agreement. Arizona Department of Public Safety will review circumstances surrounding the suspension or termination of Agreement and make a final decision relative to further or continued agency participation in the Arizona Criminal Justice Information System.

This Agreements shall remain in effect unless terminated by either agency or unless by operation of law.

- b. Either Prescott Police Department/Prescott Regional Communications Center or the Yavapai Community College Police Department may, upon thirty (30) days notice to the other agency in writing, cancel this Agreement in whole or in part.

Each agency reserves the right to terminate this Agreement with or without notice upon determining that the other agency has violated any law, rule or regulation concerning criminal justice information or violated their terms of this Agreement; such termination shall be pursuant to the laws, rules and regulations provided therefore.

E. Indemnification:

To the extent permitted by law, both the Holder of Record and the Owner of Record agree to indemnify and save harmless the Arizona Department of Public Safety, its Director and employees, and the Federal Bureau of Investigation, its Director and employees, from any and all claims, demands, actions, suits and proceedings by others and against all liability to others for the use or misuse by either agency of any information provided to them pursuant to this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

HOLDER OF RECORD

OWNER OF RECORD

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

(Rev. 6/04)

MEMORANDUM OF AGREEMENT

Whereas the City of Prescott and the Yavapai College Police Department entered into an Intergovernmental Agreement for Joint Dispatch Services dates July 1, 2011,

In accordance with Section A of the Holder of Record Agreement between the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) dated November 1, 2011, both parties agree to the following:

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for entering records into the ACJIS and/or NCIC automated systems. Any agency having investigative authority and jurisdiction and having an NCIC-assigned Originating Agency Identifier (ORI) must enter records into NCIC, which meet NCIC criteria, as soon as reasonably possible after minimum information is available.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for updating all records maintained in the ACJIS and/or NCIC systems in accordance with this Agreement.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for confirming a hit on a record in accordance with standards and requirements established by the FBI/NCIC and the ACJIS System Manager on behalf of the Arizona Criminal Justice Information System Policy Board.

MEMORANDUM OF AGREEMENT
PAGE 2

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for removing records from file in accordance with established NCIC and ACJIS standards and requirements.

The Yavapai Community College Police Department (OWNER OF RECORD) shall notify the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) immediately when any record referred to in this Agreement is to be cancelled/modified in accordance with ACJIS/NCIC standards.

The Yavapai Community College Police Department (OWNER OF RECORD) shall provide complete supporting documentation to the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) prior to initial record entries being made by the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD). In the case of warrant entries, the Holder of Record shall maintain original warrants at its location to substantiate all warrant entries.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall validate any record referred to in this Agreement in accordance with ACJIS/NCIC standards and requirements.

Upon execution of this Agreement it becomes a part of the aforementioned Holder of Record Agreement.

PRESCOTT POLICE DEPT
HOLDER OF RECORD
Agency Name

YAVAPAI COMM. COLLEGE POLICE DEPT
OWNER OF RECORD
Agency Name

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Determinations of Counsel

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to the Town of Prescott Valley.

By _____ Date: _____
Anthony Contente-Cuomo, Attorney, Mangum, Wall, Stoops & Warden

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to the Town of Prescott Valley.

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

COUNCIL AGENDA MEMO – December 13, 2011

IC

DEPARTMENT: Police

AGENDA ITEM: Adoption of Resolution No. 4112-1222 approving a Memorandum of Understanding between the Prescott Valley Police Department and the Prescott Police Department

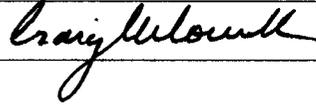
Approved By:

Date:

Department Head: Michael Kabbel, Chief of Police

Finance Director: Mark Woodfill

City Manager: Craig McConnell



12-5-11

Item Summary

The Prescott Police Department requests approval of a Memorandum of Understanding (MOU) between the Prescott Valley Police Department (PVPD) and the Prescott Police Department. The purpose of this MOU is to establish responsibility and authority for the Prescott Regional Communications Center to enter PVPD records in the Arizona Criminal Justice Information System (ACJIS) and the National Crime Information Center (NCIC) per an approved Holder of Record Agreement (attached).

Background

In July 2011, the City of Prescott and the Prescott Valley Police Department (PVPD) entered into an Intergovernmental Agreement for Joint Dispatch Services.

Pursuant to this MOU, the Prescott Police Department, through the Prescott Regional Communications Center, will be designated as Holder of Records and shall be responsible for entering PVPD records into the ACJIS and NCIC automated systems. Furthermore, the Communications Center shall be responsible for confirming a hit on a record, as well as removing records from file, in accordance with standards and requirements established by both ACJIS and NCIC System Managers. Such an agreement is necessary as PVPD, designated as Owner of Records, does not maintain a 24-hour terminal.

PVPD shall notify the Communications Center immediately when any record is to be cancelled or modified, and provide complete supporting documentation prior to initial record entries being made.

Budget

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

Recommended Action: MOVE to adopt Resolution No. 4112-1222.

RESOLUTION NO. 4112-1222

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PRESCOTT POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH PRESCOTT VALLEY POLICE DEPARTMENT TO ESTABLISH RESPONSIBILITY AND AUTHORITY FOR THE PRESCOTT REGIONAL COMMUNICATIONS CENTER TO ENTER PVPD RECORDS IN THE ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM (ACJIS) AND THE NATIONAL CRIME INFORMATION CENTER (NCIC) PER AN APPROVED HOLDER OF RECORD AGREEMENT AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the Prescott Police Department and the Prescott Valley Police Department wish to enter into a Memorandum of Understanding (MOU) to establish responsibility and authority for the Prescott Regional Communications Center to enter Prescott Valley Police Department (PVPD) records in the Arizona Criminal Justice Information System (ACJIS) and the National Crime Information Center (NCIC) per an approved Holder of Record Agreement (attached); and

WHEREAS, pursuant to this MOU, the Prescott Police Department, through the Prescott Regional Communications Center, will be designated as Holder of Records and shall be responsible for entering PVPD records into the ACJIS and NCIC automated systems. Furthermore, the Communications Center shall be responsible for confirming a hit on a record, as well as removing records from files, in accordance with standards and requirements established by both ACJIS and NCI System Managers; and

WHEREAS, PVPD shall notify the Communications Center immediately when any record is to be cancelled or modified, and provide complete supporting documentation prior to initial record entries being made; and

WHEREAS, such an agreement is necessary as PVPD, designated as Owner of Records, does not maintain a 24-hour terminal.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Memorandum of Understanding between the Prescott Police Department and the

Prescott Valley Police Department, as set forth in Exhibit "A" which is attached and made a part hereof.

Section 2. THAT the Mayor and staff are hereby authorized to execute the attached Memorandum of Understanding and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 13th day of December, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM (ACJIS)

HOLDER OF RECORD AGREEMENT

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1. That any agency having investigative authority and jurisdiction and having an NCIC assigned Originating Agency Identifier (ORI) must enter records into NCIC which meet NCIC criteria as soon as reasonably possible after minimum information is available.
2. That every agency which enters records destined for NCIC must assure that "hit" confirmation is available for all records, except III records, 24 hours a day either at that agency, or through a written agreement with another agency, at its location.

THEREFORE, the Prescott Police Department/Prescott Regional Communications Center, hereinafter referred to as Holder of Record, and the Prescott Valley Police Department, hereinafter referred to as Owner of Record enter into the Agreement.

Owner of Record is:

- A non-terminal 24-hour agency;
or
 A terminal non-24-hour agency;
or
 A non-terminal/non-24-hour agency.

Holder of Record is:

- A 24-hour terminal agency.

Holder of Record is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of 0130700.

Owner of Record is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of 0131100.

Both agencies agree to abide by all rules, policies, and procedures of the NCIC of the Federal Bureau of Investigation (FBI), the State of Arizona Central State Repository (Records and Identification Bureau) and for the Arizona Criminal Justice Information System (ACJIS) under the authority of ARS 41-2205 et seq., ARS 41-1750, ARS 41-1751, ARS 41-2405 and ARS 41-2204 and the National Law Enforcement Telecommunications System (NLETS), subject to the terms and conditions listed below:

TERMS AND CONDITIONS

A. Purpose of Agreement:

The parties shall, by separate written Memorandum of Agreement (which shall reference this Agreement and incorporate itself herein) determine specific procedures/guidelines to delineate the requirements and responsibilities of each party to this Memorandum of Agreement. As a minimum, Agreement shall include:

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6. Responsibility for validation of entries.

B. Rules:

The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information; with all rules, procedures and policies adopted by the NCIC Advisory Policy

Board in regard to information furnished through the FBI/NCIC program; and with all rules adopted by the Arizona Criminal Justice Commission for ACJIS; and with all rules, policies and procedures of ACIC/NCIC unless otherwise provided. Both Holder of Record and Owner of Record have the burden of giving notice of requirements of all the above-named rules and regulations to its employees and other agencies or individuals to whom the agencies might disseminate information derived pursuant to this Agreement.

C. Secondary Dissemination:

Both agencies agree to assume full responsibility for the lawful use of any released criminal history record information and/or other criminal justice information.

D. Sanctions:

1. a. Cancellation: The Arizona Department of Public Safety (State Control Terminal Agency) reserves the right to suspend telecommunications service to the Prescott Police Department/Prescott Regional Communications Center, likewise, the Prescott Police Department/Prescott Regional Communications Center reserves the right to suspend telecommunications service to the Owner of Record when any rules, policies or procedures of NCIC, NLETS, or ACJIS have been violated. The Arizona Department of Public Safety shall be notified immediately of any suspension of service or termination of this agreement. Arizona Department of Public Safety will review circumstances surrounding the suspension or termination of Agreement and make a final decision relative to further or continued agency participation in the Arizona Criminal Justice Information System.

This Agreements shall remain in effect unless terminated by either agency or unless by operation of law.

- b. Either Prescott Police Department/Prescott Regional Communications Center or the Prescott Valley Police Department may, upon thirty (30) days notice to the other agency in writing, cancel this Agreement in whole or in part.

Each agency reserves the right to terminate this Agreement with or without notice upon determining that the other agency has violated any law, rule or regulation concerning criminal justice information or violated their terms of this Agreement; such termination shall be pursuant to the laws, rules and regulations provided therefore.

E. Indemnification:

To the extent permitted by law, both the Holder of Record and the Owner of Record agree to indemnify and save harmless the Arizona Department of Public Safety, its Director and employees, and the Federal Bureau of Investigation, its Director and employees, from any and all claims, demands, actions, suits and proceedings by others and against all liability to others for the use or misuse by either agency of any information provided to them pursuant to this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

HOLDER OF RECORD

OWNER OF RECORD

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

(Rev. 6/04)

MEMORANDUM OF AGREEMENT

Whereas the City of Prescott and the Town of Prescott Valley entered into an Intergovernmental Agreement for Joint Dispatch Services dates July 1, 2011,

In accordance with Section A of the Holder of Record Agreement between the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) dated November 1, 2011, both parties agree to the following:

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for entering records into the ACJIS and/or NCIC automated systems. Any agency having investigative authority and jurisdiction and having an NCIC-assigned Originating Agency Identifier (ORI) must enter records into NCIC, which meet NCIC criteria, as soon as reasonably possible after minimum information is available.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for updating all records maintained in the ACJIS and/or NCIC systems in accordance with this Agreement.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for confirming a hit on a record in accordance with standards and requirements established by the FBI/NCIC and the ACJIS System Manager on behalf of the Arizona Criminal Justice Information System Policy Board.

MEMORANDUM OF AGREEMENT
PAGE 2

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for removing records from file in accordance with established NCIC and ACJIS standards and requirements.

The Prescott Valley Police Department(OWNER OF RECORD) shall notify the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) immediately when any record referred to in this Agreement is to be cancelled/modified in accordance with ACJIS/NCIC standards.

The Prescott Valley Police Department (OWNER OF RECORD) shall provide complete supporting documentation to the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) prior to initial record entries being made by the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD). In the case of warrant entries, the Holder of Record shall maintain original warrants at its location to substantiate all warrant entries.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall validate any record referred to in this Agreement in accordance with ACJIS/NCIC standards and requirements.

Upon execution of this Agreement it becomes a part of the aforementioned Holder of Record Agreement.

PRESCOTT POLICE DEPT
HOLDER OF RECORD
Agency Name

PRESCOTT VALLEY POLICE DEPT
OWNER OF RECORD
Agency Name

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Determinations of Counsel

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to the Town of Prescott Valley.

By _____ Date: _____
Ivan Leglar, Town Attorney, Town of Prescott Valley

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to the Town of Prescott Valley.

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

COUNCIL AGENDA MEMO – December 13, 2011

DEPARTMENT: Fire

AGENDA ITEM : Adoption of Ordinance No. 4820-1220 formally accepting the deed for property purchased from the Pulmonary Foundation located at 215 N. McCormick

Approved By:

Date:

Department Director: Bruce Martinez

Finance Director: Mark Woodfill

City Manager: Craig McConnell



12-1-11

Background

Council authorized the purchase of real property at 215 N. McCormick St., to be used for Fire Department administrative offices, training, and education programs. Escrow was established and successfully closed on October 20, 2011. An ordinance accepting the real property warranty deed is needed to complete the process per City of Prescott Charter.

Status

On September 27, 2011, Council moved to purchase The Pulmonary Foundation property and authorized staff to take the necessary steps to complete the transaction. Council also accepted a donation in the amount of \$204,033.65 from the Williams Family Trust to offset the purchase. The conditions of sale were examined by staff, are determined to be satisfactory, and the completion of the sale is warranted. The final step is for Council to accept the warranty deed to the property.

Attachments

- Warranty Deed
- Title Insurance Documents

Recommended Action: MOVE to adopt Ordinance No. 4820-1220.

ORDINANCE NO. 4820-1220

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING TITLE TO REAL PROPERTY COMMONLY KNOWN AS THE PULMONARY FOUNDATION PROPERTY LOCATED AT 215 NORTH MCCORMICK STREET, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE

RECITALS:

WHEREAS, on September 27, 2011, the City Council authorized the purchase of the property at 215 North McCormick Street to be used by the Prescott Fire Department for administrative offices and training and education programs; and

WHEREAS, the conditions of sale have been examined by staff and determined to be satisfactory and the completion of sale is warranted; and

WHEREAS, on September 27, 2011, the City Council accepted a separate donation of \$204,033.65 from the Williams Family Trust to offset the purchase and closing costs and approved the transfer of unencumbered appropriations from the grants fund to the miscellaneous gifts and donations funds; and

WHEREAS, the real property is unique in nature; and

WHEREAS, the purchase and donation of the property more particularly described in Exhibit "A" to the Warranty Deed attached thereto have been deemed to be fair and equitable and in the public interest.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the warranty deed to the real property being purchased by the City and the separate donation by the Williams Family Trust more particularly identified in Exhibit "A" thereto and commonly referred to as The Pulmonary Foundation property, from The Pulmonary Foundation.

SECTION 2. THAT the Mayor and Staff are hereby authorized and directed to execute any and all documents in order to effectuate recordation, and acceptance of the foregoing described property.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 13th day of December, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – December 13, 2011

DEPARTMENT: City Manager

AGENDA ITEM: Adoption of Resolution No. 4114-1224 extending the Water Management Policy and adopting a Water Management Budget for Calendar Year 2012

Approved By:

Date:

Water Resource Specialist: Leslie Graser

City Manager:

Craig McConnell



12-5-11

Item Summary

The City of Prescott Water Management Policy (2005-2010) which was extended by Council Resolution 4058-1128 for the current calendar year will expire at the end of December 2011. This document is to be replaced by a Long Term Water Management Policy to include imported resource from the Big Chino Sub-basin, and a strategy for achieving an appropriate contribution by Prescott toward reaching safe-yield in the Prescott Active Management Area (PrAMA).

On November 12, 2008, the Director, Arizona Department of Water Resources (ADWR), issued a decision and order (D&O) finding that the City's most recent (2007) Application for Modification of Assured Water Supply satisfied all of the requirements for a Designation of Assured Water Supply. This D&O recognized 8,067 acre-feet/year of groundwater from the Big Chino Sub-basin, and an additional 1,471.98 acre-feet/year of treated effluent resource available for storage and recovery by Prescott.

In September 2011, litigation of the aforementioned D&O by the Yavapai Apache Nation and Ft. McDowell Yavapai Nation ended. On December 2, 2011, the ADWR Legal Division confirmed that D&O No. 86-401501.0001 dated December 30, 2009, is now final.

Pending drafting and approval of the Long Term Water Management Policy, it is necessary to: (1) extend the current Water Management Policy; and (2) set forth a Water Management Budget for 2012.

Alternative Water

The City's annual water management budget makes available "alternative water" for allocation to serve new development. "Alternative water" is a term referring to sources such as recharged/recovered treated effluent and surface water, as well as groundwater from the Big Chino Sub-basin, located outside the PrAMA, to which Prescott is entitled by state law. Prescott's use of PrAMA groundwater is capped by the state; new subdivisions and development proposals cannot be served by pumping additional PrAMA groundwater.

Agenda Item: Adoption of Resolution No. 4114-1224 extending the Water Management Policy and adopting a Water Management Budget for Calendar Year 2012

A total budget of 200 acre-feet of "alternative water" is recommended for 2012, the same amount provided for each year in the current policy, consisting of 160 acre-feet for "market development," and 40 acre-feet for "workforce/affordable housing" projects. Single family residential requires an allocation of 0.35 acre-feet/year per unit; multi-family residential is allocated at 0.25 acre-feet/year per unit. Nonresidential development is allocated water on the basis of water demand (estimated use), with all project requests involving demand over five (5.0) acre-feet/year requiring approval of a water service agreement by the City Council. At year-end, any unallocated water in the annual "alternative water" budget remains in the water portfolio as an asset available for future use.

The 2005-2010 Water Management Policy as Amended

The City of Prescott Water Management Policy (2005-2010) was approved October 25, 2005, and subsequently amended in March 2007 (Resolution No. 3807) and March 2011 (Resolution No. 4071-1141) incorporating certain revisions regarding reservations for vacant residentially-zoned parcels and phased allocations to master-planned projects. The current policy can be viewed on the City website (www.prescott-az.gov). With the exception of extending this policy and creating a corresponding water budget for 2012, all other provisions of the policy will remain in force.

Current Quantity Available for Allocation

Until the allocations to date (1999-2011) have been audited, the Long Term Water Management Policy is approved, and in the absence of significant new development demand, it is recommended that the additional 1,471.98 acre-feet/year of treated effluent resource which has become available remain in the water portfolio, and not be formally moved into this 2012 extension.

The total quantity of "alternative water" available for allocation to new subdivisions and development is 355.77 acre-feet (see table below). Each allocation made from the recommended 2012 Water Management Budget will reduce this balance.

	2011	2012
<u>Unallocated Balance Forward</u>	421.01 AF	355.77 AF (est.)
<u>Budget for Year Available for Allocation</u>		160
Market	160	40
Workforce	40	
<u>Allocations Made Year to Date</u>	65.24 AF	
Market	25.24	
Workforce	0	
Granite Dells Estates Reservation	40	
<u>Unallocated Balance at Year End</u>	355.77 AF (est.)	

Agenda Item: Adoption of Resolution No. 4114-1224 extending the Water Management Policy and adopting a Water Management Budget for Calendar Year 2012

Annual Water Report - Resources and Uses

Recognizing the vital importance of water to the City's quality of life and economy, current and future, the City will continue to produce an annual water report. The purposes of this document include quantifying and explaining the City's water portfolio (resources), current and committed demand (uses), and net availability. This report also includes the current year water budget.

Attachment - Resolution No. 4114-1224

Recommended Action: MOVE to adopt Resolution No. 4114-1224.

RESOLUTION NO. 4114-1224

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, EXTENDING THE 2005-2010 WATER MANAGEMENT POLICY, ADOPTING A WATER MANAGEMENT BUDGET FOR CALENDAR YEAR 2012, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

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

WHEREAS, the City of Prescott wishes to extend said policy until it is replaced with a new long term water management policy or otherwise repealed; and

WHEREAS, the City of Prescott wishes to set forth and adopt a water management budget for Calendar Year 2012.

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott hereby approves extension of the current water management policy set forth by Resolution No. 3807, which policy shall remain in force until superseded by a successor water management policy or otherwise repealed.

SECTION 2. THAT the Water Management Budget for Calendar Year 2012 shall make available the following quantities of alternative water for allocation: 160 acre-feet in the market category and 40 acre-feet in the workforce/affordable housing category.

SECTION 3. THAT the Mayor and staff are hereby authorized to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 13th day of December, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

COUNCIL AGENDA MEMO – December 13, 2011

II-C

DEPARTMENT: City Manager

AGENDA ITEM: Approval of Professional Services Agreement between Jacobs Engineering Group, Inc., and the City of Prescott acting on behalf of the Central Yavapai Metropolitan Planning Organization in the amount of \$81,321.00 for the Regional Transportation Plan Update

Approved By:

Date:

Finance Director: Mark Woodfill

City Manager: Craig McConnell



12-1-11

Background

The Federal Highway Administration (FHWA) is requiring Central Yavapai Metropolitan Planning Organization (CYMPO) to submit a "limited" Regional Transportation Plan (RTP) Update in lieu of a full transportation analysis at this time. The study to be performed under the subject agreement will focus on updating current and projected populations using Census 2010 numbers, establishing a new baseline for our region.

Within two years of completion of this study, for compliance with FHWA regulations regarding periodic transportation plan updates, CYMPO will need to commence a comprehensive transportation model update. This interim period will afford CYMPO local government members time to update their general plans, which will then be imported into the full traffic model.

At the August 17, 2011, CYMPO Executive Board meeting, following ranking of responding firms, negotiations were authorized with Jacobs Engineering. The final Scope of Work includes the following key activities in fulfillment of FHWA requirements.

- Jacobs Engineering will work closely with the CYMPO Multi-Modal Technical Advisory Committee (M-TAC) to ensure successful completion of the project. The M-TAC, consisting of representatives of the CYMPO local government members, will provide input and feedback throughout the study and serve as a liaison with their respective entities.
- The 2010 Census data at the census block level will be applied to estimate the 2010 population and occupied dwelling units by traffic analysis zones (TAZs). The original 2004 CYMPO regional travel demand model zone structure will only be modified if necessary and revisions will be minimal. 2010 employment data from InfoUSA will be obtained and summarized by TAZs.
- 2010 traffic counts for the study area will be collected and the 2004 model network updated to include all roadway improvements implemented between 2004 and 2010.
- A mini-validation of the regional travel demand model using the 2010 population and employment data and the 2010 traffic counts will be performed. This step is necessary to confirm that the model is capturing current traffic patterns in the study area.

Agenda Item: Approval of Professional Services Agreement between Jacobs Engineering Group, Inc., and the City of Prescott acting on behalf of the Central Yavapai Metropolitan Planning Organization in the amount of \$81,321.00 for the Regional Transportation Plan Update

- 2030 Revised Socioeconomic Projections; 2030 Future Needs and Deficiencies; 2030 Updated Improvement Plan. The purpose of this task is to forecast future travel demand, identify deficiencies and needs from a multimodal perspective, and update the previously adopted plan.
- Using the updated CYMPO travel demand model, the newly developed 2030 socioeconomic data and the long range transportation plan network, Jacobs Engineering will produce future 2030 travel forecasts. They will analyze the roadway system's levels-of-service to determine if the plan still meets future travel demands.
- The consultant will conduct a brief analysis to determine if the improvements, identified in the 2006 LRTP, are still needed in 2030 or if they need to be revised or postponed. They will also review and update the multimodal components of the plan with the latest information.
- The consultant will update the CYMPO SAFETEA-LU amendment document prepared in July 2007, consulting with appropriate agencies to identify potential environmental issues and corresponding mitigation measures.
- The consultant will conduct two (2) public involvement meetings, at two different locations, to present proposed changes to the RTP to the public and obtain their input. The meetings will be in an "Open House" format with exhibits and a brief presentation. Public input and comments will be summarized in a memorandum. Each of the draft and final reports will be presented to the M-TAC and CYMPO Executive Board.

Budget

Primary funding for this project is being provided by FHWA grant through ADOT (State Planning & Research Program). The contract cost is \$81,321.00, less than the amount of \$100,000 budgeted by CYMPO in FY 12 for the RTP Update.

This is a reimbursement grant requiring a 20% CYMPO match, apportioned among the City of Prescott, Town of Prescott Valley, Town of Chino Valley, Town of Dewey-Humboldt, and Yavapai County on the basis of population. The City of Prescott share of \$6505.68 is expected to be reduced by in-kind costs of personnel working on the project.

Attachments - Professional Services Agreement (has been approved by City Attorney)
- Scope of Work and Fee Breakdown

Recommended Action: **MOVE** to approve the Professional Services Agreement with Jacobs Engineering Group, Inc., on behalf of Central Yavapai Metropolitan Planning Organization in the amount of \$81,321.00 for the Regional Transportation Plan Update.



Professional Services Agreement

Central Yavapai Metropolitan Planning Organization Regional Transportation Plan Update

WHEREAS, pursuant to a Memorandum of Understanding between the City of Prescott (hereinafter referred to as "City") and the Central Yavapai Metropolitan Planning Organization (hereinafter referred to as "CYMPO") the City provides personnel, purchasing, and accounting services to and on behalf of CYMPO; and

WHEREAS, CYMPO is in need of professional services pertaining to the Regional Transportation Plan Update (the "Project"); and

WHEREAS, Jacobs Engineering Group Inc. (hereinafter referred to as "Engineer"), has expertise in regional transportation modeling and has been selected through a competitive process to provide said professional services for the Project.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. For the purposes of this Agreement, the CYMPO Administrator, a City employee on-loan to CYMPO, shall be designated as the "Project Director," representing the City and CYMPO jointly, with oversight responsibility and authority for the Project.
2. That Engineer shall provide the services to the City on behalf of CYMPO for the Project as described in Exhibit "A" (Request for Statements of Qualifications, Engineer's Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the Project Director.
3. In addition to those services identified in Paragraph 1 above, the Engineer shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
4. The Engineer shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
5. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City, and shall be performed in compliance with the Engineer's Project schedule identified in the attached Exhibit "A".
6. Notwithstanding the foregoing, this Agreement may be terminated by both parties upon thirty (30) days written notice for convenience or upon completion of services. This Agreement may be terminated for cause if Engineer does not cure its failure to perform within ten (10) days after receipt of written notice of intent to terminate from City. If this Agreement is terminated, the Engineer shall be paid for authorized services satisfactorily performed to the date of Engineer's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

8. Pursuant to A.R.S. Section 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Engineer to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

To the City

Christopher Bridges, CYMPO Administrator
Central Yavapai Metropolitan Planning Organization
1971 Commerce Center Circle, Suite E
Prescott, AZ 86301

With a copy to:

Craig McConnell, City Manager
City of Prescott
201 S. Cortez Street
Prescott, AZ 86303

To the Engineer

Fred S. Tallarico, P.E., Director of Operations
Jacobs Engineering Group, Inc.
101 N. 1st Ave., Suite 3100
Phoenix, AZ 85003-1902

10. It is expressly agreed and understood by and between the parties that the Engineer is an independent Engineer, and, as such, Engineer shall not become a City employee or fiduciary, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Engineer, Engineer further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Engineer, Engineer further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer, fiduciary or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Engineer unless by subcontract, as approved in advance by the City. This provision does not prevent Engineer from making an internal corporate assignment.
12. (A) The City shall pay to Engineer a total sum of 81,321**dollars and no cents (\$.00) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A", which services shall be performed by the Engineer.

Professional Services Agreement
Jacobs Engineering Group Inc.

(B) The foregoing sum includes payment for any and all services to be rendered by the Engineer including those of any and all subcontractors and suppliers which the Engineer may employ for this Contract. It is expressly agreed by and between the parties that the Engineer is solely responsible for any and all payment to such subcontractors and suppliers retained by the Engineer.

(C) Payment of the total amount provided for under Section 10 (A) shall not relieve Engineer of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Engineer shall charge and the City shall cause to be paid to Engineer additional compensation agreed in writing in advance between the parties and approved in accordance with the Procurement Code of the City.

(D) Prior to the final payment to the Engineer, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Engineer, and shall apply to those monies to the appropriate accounts. Engineer shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Engineer shall bill the City monthly for the fee due the Engineer, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All work products of the Engineer for this Project are instruments of service for this Project only and shall be and remain the property of CYMPO whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by CYMPO shall remain the property of CYMPO. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to CYMPO on request or at the completion of the work. Engineer shall not be liable for reasonable reliance with the exercise of professional due diligence by engineer, on documentation/data and reports provided by City where defects or deficiencies are later found in such work. Engineer will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect, with the exercise of professional due diligence by engineer.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Engineer further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The Engineer further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the City and the Engineer. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
20. The Engineer hereby agrees to indemnify and hold harmless the City and CYMPO, their respective departments and divisions, and employees, from any and all claims, liabilities, expenses or lawsuits for personal injury to or death of any person or for damage to or destruction of property to the extent resulting from Engineer's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits are caused by the negligent acts or omissions of the City or its agents. The Engineer further releases and discharges the City and CYMPO, their respective departments and divisions, each entity's respective employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Engineer has or may have against the City, and its employees, arising out of or in any way connected to the extent they are caused by the Engineer's activities as set forth below, other than those acts which occur due to the negligence of the City or its employees.

Engineer, City and CYMPO waive all rights and claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes, without limitation, damages incurred by either City, CYMPO or Engineer for loss of use, loss of profit or income, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation and all consequential damages due to termination or suspension by Engineer, City or CYMPO. Nothing herein shall be interpreted as a limitation on or a release or waiver of any rights of the City.

To the extent that City has, or will, obtain indemnification and defense for the acts and omissions (including negligence) of its designers, construction contractors and other independent contractors, City hereby agrees that City shall use commercially reasonable efforts to include appropriate contractual language in any of its future agreements entered into during the term of this Agreement with its designers, construction contractors and other independent contractors requiring them to indemnify, defend and hold harmless Engineer in the same manner and to the same extent as City is thereby protected.

21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.
- (B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.
- (C) In giving instructions, the City, through the Project Director, shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the City and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.
- (D) Payment for any change ordered by the City which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the City, which shall be written so as to indicate acceptance on the part of the Engineer as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Engineer to proceed with the items in question to be reimbursed pursuant to the unit prices in the Engineer fee proposal.

(F) If the Engineer claims that any instructions involve extra cost under this Contract, it shall give the City written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Engineer shall do such extra work therefore upon receipt of an accepted Contract Amendment or other written order of the City and in the absence of such Contract Amendment or other written order of the City, the Engineer shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the City to proceed with the work. All Contract Amendments must be approved by the City. Contract Amendments over \$10,000.00 must be approved by the Prescott City Council.

Neither party shall be in default by reason of any failure in performance of this contract if such failure arises out of causes beyond their control and without the fault or negligence of said party including, without limitation, the following: (1) Acts of God; (2) terrorism or other acts of public enemy; (3) acts or omissions of Governmental Authorities including, without limitation, Inspectors of Record; (4) epidemics or quarantine restrictions; (5) strikes and other labor difficulties; (6) shortages in materials and all other events and circumstances beyond the control of the Seller.

23. (A) The Engineer shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of liability insurance with limits of \$1,000,000. Liability insurance shall provide the following coverage:

- 1) Commercial General Liability ("explosion, collapse, and underground", and "products/completed operations" coverage may be excluded.)
- 2) Errors and Omissions (professional malpractice)
- 3) Automobile Liability.

(B) City and Engineer waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-Engineers and employees for damages covered by property insurance during and after completion of the Services.

(C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(D) Prior to commencing work under this Agreement, the Engineer shall provide the City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

24. The Engineer, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-Engineers, including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975.

25. Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

Professional Services Agreement
Jacobs Engineering Group Inc.

26. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Engineer.
27. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

SUPPLEMENTAL CONTRACT PROVISIONS

The following provisions, made a part hereof, are recited as specific additional obligations of the Engineer, CYMPO, and the City, acting on behalf of CYMPO, which shall be administered by the Project Director and enforced through the City for necessary compliance with the requirements applicable to the receipt and use of federal and/or state funds.

DEBARMENT/SUSPENSION

The MPO requires any party to a subcontract or purchase order awarded under this Agreement as specified in 49 CFR 29 (Debarment and Suspension) to certify its eligibility to receive federal funds and, when requested by ADOT, to furnish a copy of the certification.

PROHIBITED INTERESTS

Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which a member, officer, or employee of the MPO either during his tenure or for one year thereafter has any interest, direct or indirect.

The MPO inserts in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of the MPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.”

INDEMNIFICATION

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 expenses (including reasonable attorney's fees) for bodily injury of any person (including death) or property damage, (hereinafter collectively referred to as "Claims") but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the negligent act(s), negligent omission(s), negligence, misconduct, or other fault of the Indemnitor, its officers, officials, or employee.

In addition, the MPO requires its contractor(s), subcontractors, and sub-recipients, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work pursuant to this Agreement, and their respective directors, officers, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damages to property caused, by the negligent or willful acts or omissions of the MPO's contractor or sub-recipient or any of the directors, officers, or employees or subcontractors of such contractor or sub-recipient. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor or sub-recipient from and against any and all claims. It is agreed that such contractor or sub-recipient will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

ANTI-LOBBYING

The MPO agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11 and 23 CFR 630.112(c)(5). The legislation prohibits Federal funds from being expended by a recipient or any lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to ADOT.

The MPO requires all lower tier subcontractors who have agreements exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1, Exhibit B) and when appropriate, the Disclosure of Lobbying Activities (ES Form 90-3, Exhibit C). Lower tier certifications are to be maintained by the MPO.

PUBLICATIONS

All reports and maps completed as a part of this Agreement, jointly written or produced by or for the MPO, except copies of such documents made for the exclusive internal use of the MPO, shall include an acknowledgment on the front cover or a title page, or in the case of maps, in the title block, which identifies the cooperative parties.

In addition, in accordance with 23 CFR 420.117(e), all such documents shall contain the following disclaimer statement:

“This report was funded in part through grant[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation”.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the MPO, for itself, its assignees, successors and Engineer in interest agrees as follows:

- (1) Compliance with Regulations. The MPO and Engineer, shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the contract.
- (2) Nondiscrimination. The MPO and Engineer, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, sex, or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The MPO will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in Appendix A of 49 CFR part 21.
- (3) Solicitations for subcontractors, including procurement of materials and equipment. In all solicitations made by competitive bidding or negotiation by the MPO and Engineer for work to be

performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the MPO of the MPO's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the Title VI compliance language.

(4) Information and Reports. The MPO shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the MPO is in the exclusive possession of another who fails or refuses to furnish this information, the MPO shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-Compliance. In the event of the MPO's or Engineers non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the MPO or Engineer under the Agreement until the MPO or Engineer complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

The MPO is required to include the provisions of Paragraphs (1) through (5) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The MPO will take such action with respect to any subcontract or procurement as ADOT, FHWA, and FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the MPO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the MPO may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The MPO shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the MPO and any sub-consultant or contractor.

(1) As required by 49 CFR 26.13, the MPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR 26. The MPO shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The MPO's DBE program, as required by 49 CFR 26 and as approved by USDOT, is incorporated by reference in the Planning Funds Agreement between the MPO and ADOT.

(2) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification to the MPO of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

PROHIBITED INTERESTS

Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project for any property included or planned to be included in the Project, in which a member, officer, or employee of the MPO either during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such

Professional Services Agreement
Jacobs Engineering Group Inc.

interest, and if such interest is immediately disclosed to the MPO, the MPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement. The MPO must disclose any such interest to ADOT within five business days of receipt of disclosure.

The MPO shall insert in all contracts entered into in connection with the Project for any property included or planned to be included in the Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of the MPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Dated this _____ day of _____, 2011.

City of Prescott, a municipal corporation

ENGINEER

Marlin D. Kuykendall, Mayor

Jacobs Engineering Group Inc.

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke, City Clerk

Gary Kidd, City Attorney

AGREEMENT SATISFACTORY TO:

Central Yavapai Metropolitan
Planning Organization, A Non-Profit Organization


Mary Ann Suttles, Chairwoman


Date

Attest:


Jean Knight, Program Coordinator

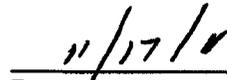

Date

Exhibit "A"

Central Yavapai Metropolitan Planning Organization Regional Transportation Plan – 2011 Update SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT AND COORDINATION TO BE PERFORMED BY ENGINEER.

Products and Meetings: Four (4) TAC Meetings; Interviews with Key Stakeholders; Monthly Progress Reports

Patrizia Gonella, Project Manager assisted by Vamshi Yellisetty, will provide technical leadership to the study team, schedule and attend meetings with the Technical Advisory Committee, attend meetings/interviews with key stakeholders, support the public involvement effort, track work progress, schedule and budget to verify the project stays on track and is progressing in a manner acceptable to CYMPO.

The terms "we", "our team", "Jacobs' Team" as used herein shall mean Jacobs Engineering Group, Inc...

Coordination. Jacobs Engineering Project Manager, Patrizia Gonella, will coordinate with CYMPO Administrator, Chris Bridges throughout the course of the project.

CYMPO Multimodal Technical Advisory Committee (M-TAC). The CYMPO M-TAC is comprised of representatives from the following agencies:

- City of Prescott
- Town of Prescott Valley
- Town of Chino Valley
- Town of Dewey-Humboldt
- Yavapai County
- ADOT
- United States Forest Service

We will work closely with the M-TAC to assist with the successful completion of the project. The M-TAC will provide input and feedback throughout the study and serve as a liaison between this study team and the local jurisdictions or agencies they represent.

Meetings/Interviews. Our team will attend meetings/interviews with key agency stakeholders and support the public involvement process.

Quality Assurance/Quality Control. The Jacobs Team will adhere to rigorous Quality Assurance/Quality Control (QA/QC) procedures. Patrizia Gonella will oversee quality assurance, study proceedings, and document preparation throughout the study. Regardless of Jacobs' role with QA/QC it assumes no liability for defects or deficiencies in the Work. All responsibility for the quality of the Work remain with the contractors or consultants providing the services.

TASK 2. VERIFICATION/UPDATE OF POPULATION USING CENSUS 2010

Products: Population and employment growth statistics from 2004 to 2010

Our team will utilize the results of the 2010 Census data at the census block level to estimate the 2010 population and occupied dwelling units by traffic analysis zones (TAZs). The original 2004 CYMPO regional travel demand model zone structure will only be modified if necessary and revisions will be minimal. We will obtain InfoUSA 2010 employment data and summarize it by TAZs. We will prepare summary statistics and maps displays to illustrate the findings.

We will collect available 2010 traffic counts for the study area and update the 2004 model network to include all roadway improvements implemented between 2004 and 2010. Our team will perform a mini-validation of the regional travel demand model using the 2010 population and employment data and the 2010 traffic counts. This step is necessary to confirm that the model is capturing current traffic patterns in the study area. Our team will make minor modifications, if the model results are not consistent with the traffic counts.

TASK 3. STATUS UPDATE OF PROJECTS IDENTIFIED IN THE PREVIOUS RTP

Products: Project Status Update Memorandum

Our team will contact the various member agencies and request information regarding the status of projects identified in the 2006 plan. We will prepare a map and a list detailing the status of the improvements.

TASK 4. ADDITION OF SUSTAINABILITY/LIVABILITY COMPONENT

Products: Sustainability and Livability Component

Sustainable transportation usually refers to transportation that contributes to sustainable development of the community that owns and uses the system. Livability usually refers to the way transportation can create a safer, healthier community and provides access to economic opportunities. Our team will use the *Livability in Transportation Guidebook* and the *Transportation Planning for Sustainability Guidebook* to develop strategies CYMPO can implement during the agency planning efforts.

TASK 5. UPDATE THE ADOPTED FUTURE MULTIMODAL CONDITIONS COMPONENT

Products: 2030 Revised Socioeconomic Projections; 2030 Future Needs and Deficiencies; 2030 Updated Improvement Plan

The purpose of this task is to forecast future travel demand, identify deficiencies and needs from a multimodal perspective, and update the previously adopted plan.

Develop Future Socioeconomic Conditions. The socioeconomic projections developed for the 2006 LRTP were based on jurisdictionally adopted general land use plans. These plans were based on a thriving economy. Most member agencies are in the process of updating the plans. However, the updated plans will not be available for this transportation update. Our team will work with each member agency to identify the best available information and potential changes to current adopted general land use plan. We will also gather development data developed from recent studies such as the Prescott Airport Transportation Plan, the Great Western Blvd Study and others. We will then work with M-TAC to establish new 2030 population thresholds for the study area. Using this information we will revise the CYMPO 2030 socioeconomic projections developed in 2006. Results will be presented to the M-TAC for comments and approval.

Analyze Roadway Performance With Future Demand. Using the updated CYMPO travel demand model, the newly developed 2030 socioeconomic data and the long range transportation plan network, we will produce future 2030 travel forecasts. We will analyze the roadway system's levels-of-service to determine if the plan still meets future travel demands.

Our team will conduct a brief analysis to determine if the improvements, identified in the 2006 LRTP, are still needed in 2030 or if they need to be revised or postponed. We will also review and update the multimodal components of the plan with the latest information.

Document Future Conditions. Based on the analysis results, we will compile the findings and present them to the M-TAC for review and comments. After resolution of the comments, we will prepare a draft plan amendment, if necessary.

TASK 6. SAFETEA-LU CONSULTATION

Products: Updated SAFETEA-LU Component

Based on Task 5 results, our Team will update the CYMPO SAFETEA-LU amendment document prepared in July 2007. We will consult with the appropriate agencies to identify potential environmental issues and corresponding mitigation measures, if there are changes to the CYMPO adopted transportation plan.

TASK 7. PUBLIC INVOLVEMENT MEETING

Products and Meetings: PowerPoint Presentation; Public Meeting

Our team will conduct two (2) public involvement meetings, at two different locations, to present proposed changes to the LRTP to the public and obtain their input. The meetings will be in an "Open House" format with exhibits and a brief presentation. We will also coordinate with the member agencies to verify Title VI groups are aware of the public meeting. We will summarize public input and comments in a memorandum.

TASK 8. DRAFT AND FINAL REPORT

Products and Meetings: Draft and Final Report; CYMPO Multimodal Technical Advisory Committee Presentation (Draft Report); CYMPO Executive Board Presentation (Final Report)

Prepare Draft And Final Report. Our team will prepare a draft update to the 2006 LRTP final report to reflect the findings of this study.

Report Presentations. We will present the draft report to the M-TAC for review and comment. After receipt and resolution of the M-TAC comments, we will present the findings to CYMPO Executive Board for their input. We will finalize the report after addressing the Board comments. We will provide the CYMPO with ten (10) bound hard copy reports, three (3) electronic copies and a PDF file for placement on the CYMPO website.

As a result of Consultant services is understood that the Consultant has no safety responsibility for the project and that the City's other contractors shall remain solely responsible for safety. There are no third party beneficiaries of this Agreement. Engineer shall not have control over or charge of, and shall not be responsible for, the construction means, methods, techniques, sequences, or procedures utilized by the respective contractors.

Following completion of its services, and for a period of twelve (12) months thereafter, if the services provided hereunder by Consultant do not conform with the standard of care, Consultant shall at no cost to

Professional Services Agreement
Jacobs Engineering Group Inc.

City, furnish all additional services required in connection therewith as soon as reasonably possible after receipt of such report from City. City's sole and exclusive remedy for any and all claims it might have against Consultant in connection with or arising out of deficient devices of Consultant are those expressly set forth in this Article.

BUDGET

TEAM MEMBER		Rate	TASKS AND ASSOCIATED HOURS								SUMMARY	
Name	Role		1	2	3	4	5	6	7	8	Hours	Cost
Patrizia Gonella	Project Manager	\$ 190.00	40	24	8	16	24	8	8	12	140	\$ 26,600.00
Vanachi Velisetty	Senior Planner	\$ 142.00	4	40	4	16	36	16	4	8	128	\$ 18,176.00
Cassandra Smith	Transp. Planner	\$ 100.00		84	16	8	80	6	6	8	208	\$ 20,800.00
Phyllis Bowe	Technician	\$ 85.00		32	8	24	16	16	16	20	180	\$ 15,300.00
Subtotal			44	180	36	64	204	46	34	48	656	\$ 80,876.00
Direct Cost:			Mileage (1,000 miles @ \$0.445 - 5 trips)									\$ 445.00
TOTAL COST:											\$ 81,321.00	

COUNCIL AGENDA MEMO – December 13, 2011

DEPARTMENT: Community Development

AGENDA ITEM: Approval of Revision of Plat – Lot 3 of the “Shops at the Boulders” to create 6 commercial parcels located on 5.4 acres at the Northwest corner of Gail Gardner and Willow Creek Road. (APNs 115-05-166M & N), File No. RE11-018

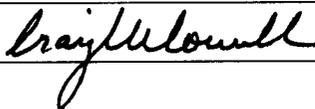
Approved By:

Date:

Department Head: Tom Guice, Community Development Director

Finance Director: Mark Woodfill

City Manager: Craig McConnell



12-5-11

SUMMARY

The purpose of this revision of plat request is to divide existing Lot 3 of the “Shops at the Boulders” Subdivision Plat into 6 commercial parcels (Lots 3A through 3F), and to abandon the right turn lane ROW (Tract A) on Willow Creek Road. This ROW was required under the 2004 plat approval and is no longer needed. A sign easement of 388 sq. ft. is proposed at the northwest corner of the intersection of Gail Gardner and Willow Creek to accommodate shopping center signage. A sign plan is not being submitted at this time. Internal circulation will be accommodated by vehicular cross-access easements.

PRIOR COUNCIL APPROVALS

2003. The original site plan (SI-0303) was approved for the development of the property along with Development Agreement #03-055A which called out street improvements and construction among other now completed items.

2006. A modified site plan (SI05-003) was approved.

2007. The underlying plat (FP07-007) was approved with Walgreens later being constructed on Lot 1 of the plat at the southwest corner of Gail Gardner and Willow Creek Road.

STAFF ANALYSIS

Lot sizes range from ±21,000 sq. ft to ±60,000 sq. ft. There are no minimum lot size requirements in the Business General (BG) Zoning District. Access will be from Gail Gardner and Flora Street with a right hand entrance and exit (only) on Willow Creek Road. The Public Works Department and City Traffic Engineer have reviewed the proposed plat revision and Willow Creek Road access configuration, and recommend approval.

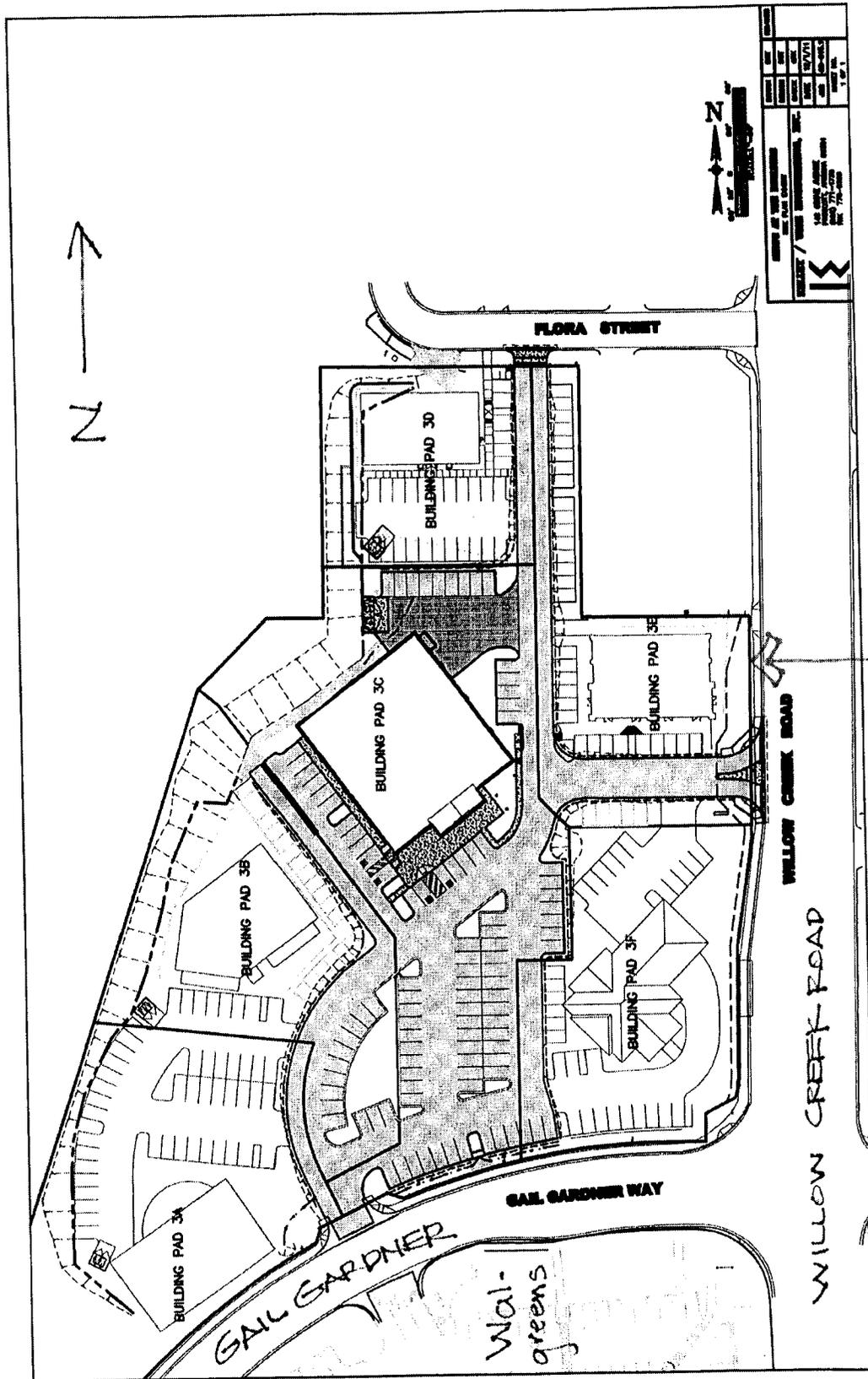
STAFF RECOMMENDATION

The application meets the Land Development Code requirements, the previous Council site plan approval, and the provisions of the Development Agreement applicable to the site. Staff recommends approval.

- Attachments - Revision of Plat Exhibit, Lot 3 Shops at the Boulders
- Site Plan showing revised Willow Creek Rd. access

Recommended Action: MOVE to approve RE11-018.

12/1/11 SITE PLAN



TRACT A

COUNCIL AGENDA MEMO – December 13, 2011

DEPARTMENT: Parks & Recreation

AGENDA ITEM: Adoption of Ordinance No. 4821-1221 approving the purchase of open space property from Westridge Preserve, LLC

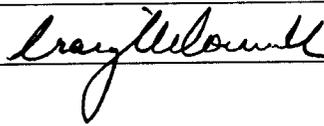
Approved By:

Date:

Department Head: Joe Baynes, Parks & Recreation Director

Finance Director: Mark Woodfill

City Manager: Craig McConnell



12-7-11

Background:

On September 27, 2011, the Council approved a Real Estate Purchase Agreement with Westridge Preserve, LLC for the purchase of open space. Since that time, the required ALTA survey has been performed and escrow opened with Yavapai Title Company.

This purchase involved a minimum of 30 acres for a total of \$56,000. The actual area determined from the ALTA survey is 30.317 acres. A July 2011 appraisal by Robert Huck valued the 30 acres at \$238,000. The requested tract of open space is contiguous with and complementary to a previously designated open space tract within the Enchanted Canyon Subdivision, whereby a significant east-west trail corridor has been identified that has a western terminus at the Dalke petroglyph site. Once constructed, the total length to be added to Prescott's Mile-High Trail System will be 1.8 miles, with future eastbound connections via sidewalks to the Prescott Rodeo Grounds.

The purchase agreement specifies close of escrow to be completed on or before December 15, 2012.

Budget

The funding source for this purchase is the 1% sales tax for Streets and Open Space.

Attachments

- Location map
- Ordinance No. 4821-1221 with Exhibit "A"

Recommended Action: MOVE to adopt Ordinance No. 4821-1221.

Westridge Open Space Purchase 12-2011



ORDINANCE NO. 4821-1221

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING TITLE TO REAL PROPERTY KNOWN AS THE WESTRIDGE PRESERVE PROPERTY AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE

RECITALS:

WHEREAS, on September 27, 2011, the City Council authorized the purchase of a minimum of 30 acres of open space property known as the Westridge Preserve property to be added as an additional 1.8 miles to Prescott's Mile-High Trail System with future eastbound connections via sidewalks to Prescott Rodeo Grounds; and

WHEREAS, the conditions of sale have been examined by staff and determined to be satisfactory and the completion of sale is warranted; and

WHEREAS, the real property is unique in nature; and

WHEREAS, the purchase of the property more particularly described in Exhibit "A" to the Warranty Deed attached thereto have been deemed to be fair and equitable and in the public interest.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the warranty deed to the real property being purchased by the City more particularly identified in Exhibit "A" thereto and commonly referred to as the Westridge Preserve property, from Westridge Preserve, LLC.

SECTION 2. THAT the Mayor and staff are hereby authorized and directed to execute any and all documents in order to effectuate recordation, and acceptance of the foregoing described property.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 13th day of December, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

LEGAL DESCRIPTION

Lots 143 and 144 and Open Space, DOWNER TRAIL SUBDIVISION, according to the plat of record in the office of the Yavapai County Recorder, in Book 27 of Maps, Page 32-34 and corrected by Affidavit conforming plat description recorded in Book 4229 of Official Records, Page 815.

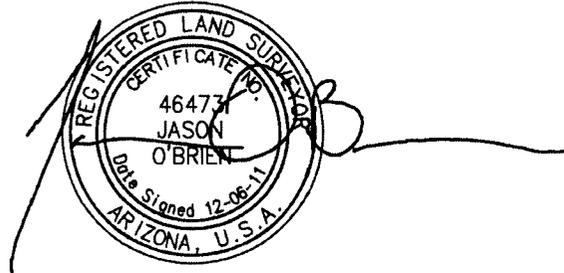
TOGETHER WITH the Open Space of THE PRESERVE @ PRESCOTT, according to the plat of record in the office of the Yavapai County Recorders, Yavapai County, Arizona in Book 55 of Maps, Pages 63-64.

EXCEPTION THEREFROM any portion of Lots 2R and 3R within THE PRESERVE @ PRESCOTT, according to the plat of record in the office of the Yavapai County Recorder, in Book 55 of Maps, Pages 63-64.

Containing 1,320,626.13 square feet or 30.32 acres, more or less.

12/06/11
LE #274-21
27421 LGL.doc

JASON O'BRIEN, R.L.S.

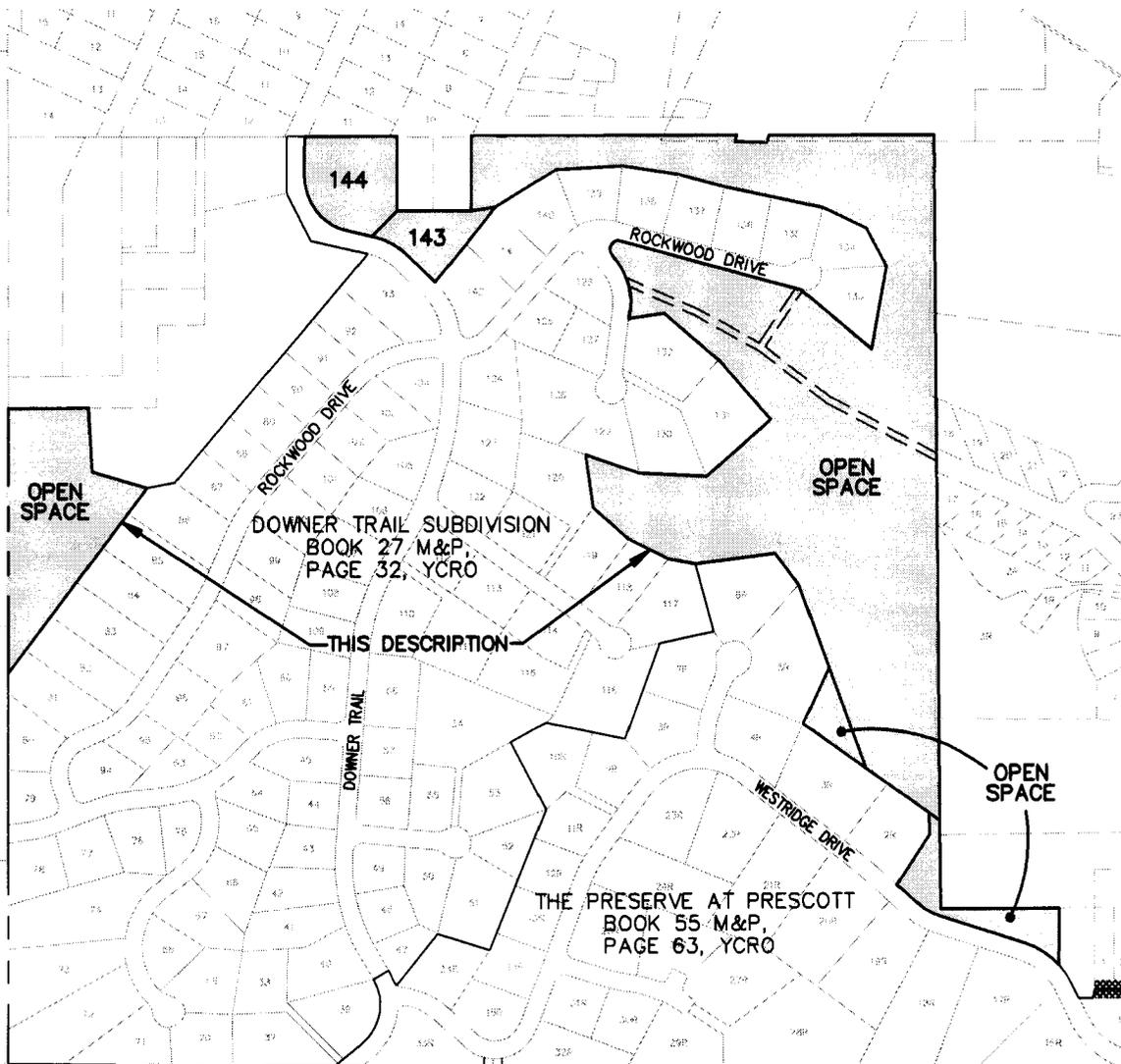


EXPIRES 6/30/13

MAP TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1"=500'



COUNCIL AGENDA MEMO – December 13, 2011

II-F

DEPARTMENT: Parks & Recreation

AGENDA ITEM: Adoption of Ordinance No. 4822-1222 approving the renewal of lease for Willow Creek Dog Park from Arizona Public Service Company

Approved By:

Date:

Department Head: Joe Baynes, Parks & Recreation Director	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell 	12-6-11

Background

The Parks and Recreation Department currently leases 3.4 acres from Arizona Public Service Company (APS) for the Willow Creek Dog Park (Exhibit A). One of the City's busiest park facilities, it is located south of the City-owned Jim McCasland – Willow Creek Park (Exhibit B). The agreement began December 31, 2000, as a five-year renewable lease (Exhibit C), and the agreement was provided by APS. The majority of the funding to construct the park, and to add amenities over time, has been made possible from private donations. The fenced park features a larger area with ramada, agility equipment, benches, tables, and water. A smaller fenced area is available for dog owners who wish to separate their smaller dogs from larger ones. Dog owners provide their own dog waste bags, and collect their own dog waste.

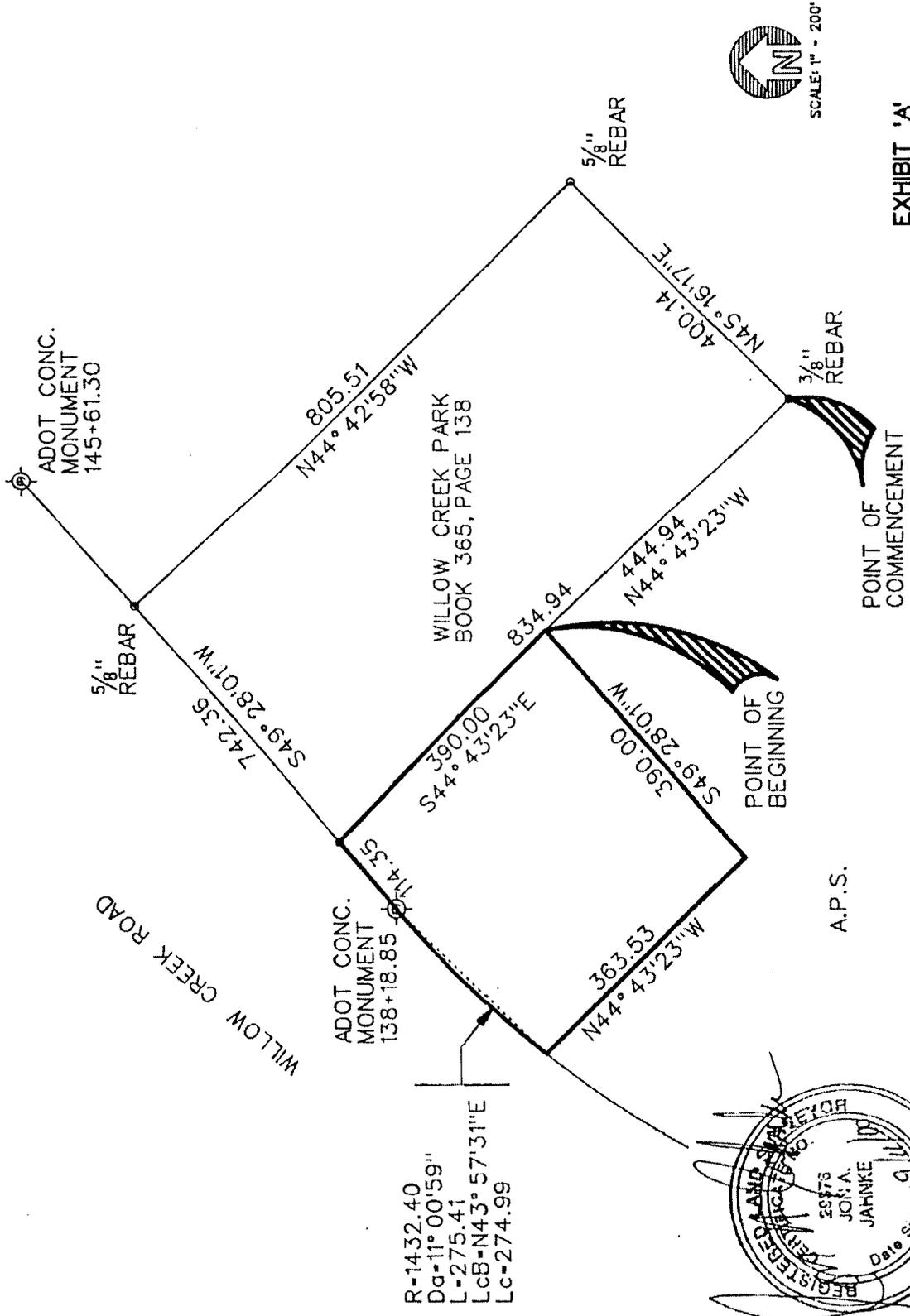
As mentioned, the first five-year lease commenced on December 31, 2000, and expired December 31, 2005. The first five-year extension commenced January 1, 2006, and will expire December 31, 2011. This proposed second extension (Exhibit D) is for a ten-year time period, and would extend the lease to December 31, 2021. APS desires to retain ownership due to the adjacent substation.

Budget

There is no cost to the City for the lease.

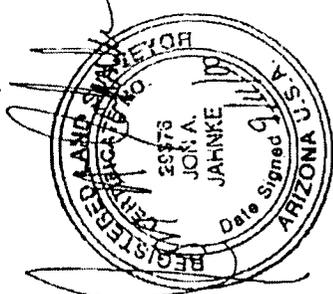
Recommended Action: MOVE to adopt Ordinance No. 4822-1222.

EXHIBIT 'A'

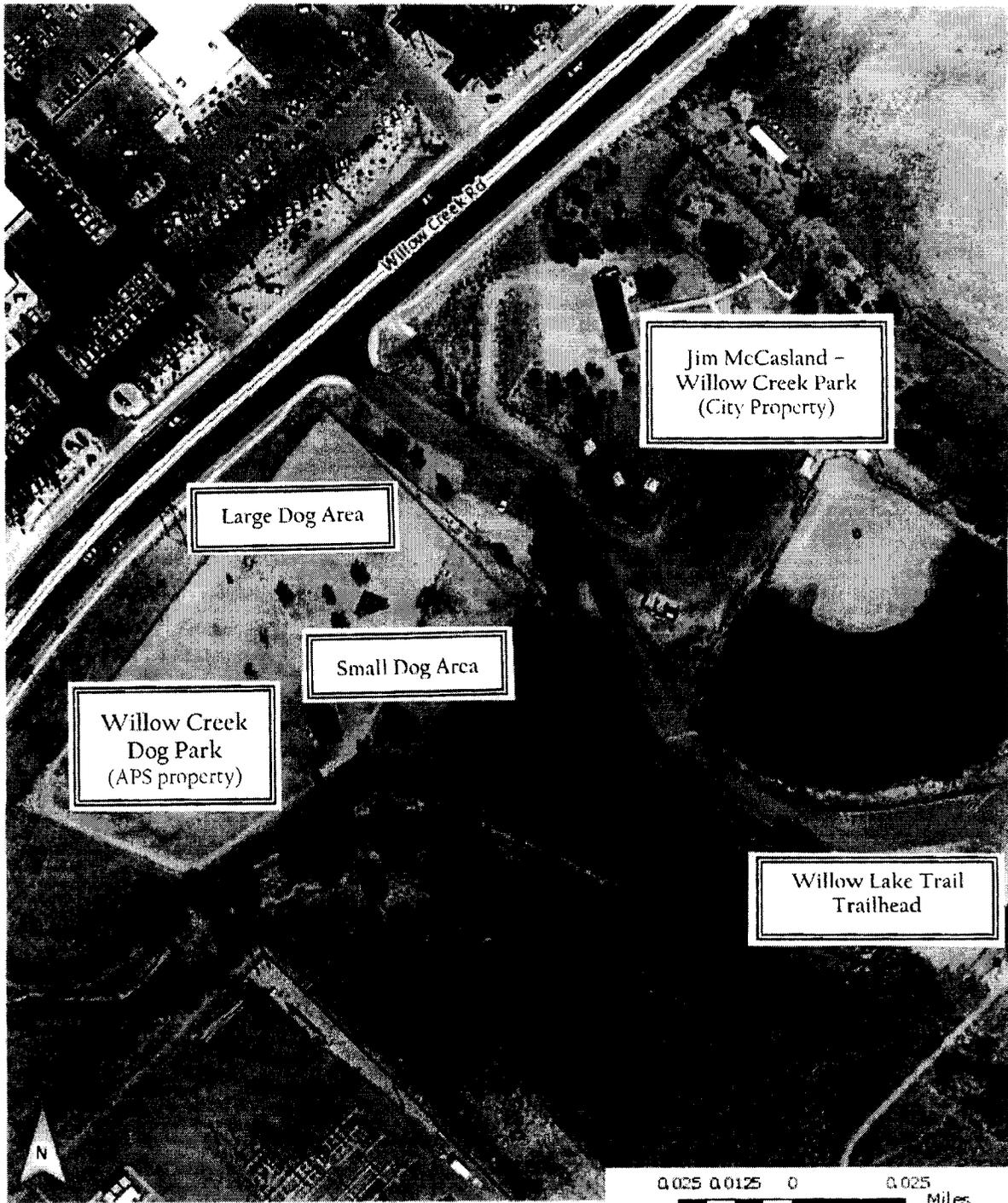


SCALE: 1" = 200'

EXHIBIT 'A'
LEASE PARCEL
S.W. 1/4, SECTION 10
T. 14 N., R. 2 W
GILA & SALT RIVER BASE & MERIDIAN
YAVAPAI COUNTY, ARIZONA



Willow Creek Dog Park



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 11.21.2011

LEASE AGREEMENT

00-282

This Lease Agreement (the "Lease") by and between, Arizona Public Service Company, an Arizona corporation ("APS") and the City of Prescott, an Arizona Municipality ("Prescott").

Recitals

APS owns property located along Willow Creek Road, In the Southeast quarter of Section 10, Township 14 North, Range 2 West, Prescott, Yavapai County, Arizona;

Prescott wishes to lease a portion of APS' property for use as a dog run (the "Leased Premises"). The Leased Premises are legally described as follows: See Exhibit "A", attached hereto and made a part hereof.

It is mutually agreed and understood by and between Prescott and APS as follows:

1. Leased Premises. APS hereby leases to Prescott and Prescott hereby rents and hires from APS the Leased Premises for the term and rental and upon the terms and conditions hereinafter set forth.

2. Term. This Lease shall commence December 31st, 2000, and continue in effect for a period of five years until January 1st, 2006. Either party may terminate this Lease by providing not less than ninety (90) days prior written notice to the other party.

3. Rate and Payment.

(a) Prescott shall pay a one time lease fee for the Leased Premises at the rate of \$ 1.00

4. Use of the Leased Premises.

Prescott shall maintain the Leased Premises in a reasonably neat and orderly condition, and shall utilize the Leased Premises as a dog park, for use by the general public.

(c) The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

DATED this 8th day of January, 2000.

ARIZONA PUBLIC SERVICE COMPANY

BY: Joseph Danica

ITS: Manager, System Control

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 14 day of NOV., 2000.

Sam Steiger
SAM STEIGER, Mayor

ATTEST:

APPROVED AS TO FORM:

Marie L. Watson
MARIE L. WATSON
City Clerk

John R. Moffitt
JOHN R. MOFFITT
City Attorney

LEASE AGREEMENT
CITY CONTRACT NUMBER 00-282
LFA010 AMENDMENT NUMBER 2

WHEREAS the parties hereto did enter into a certain lease agreement for property commonly referred to as the Willow Creek Dog Park, more particularly identified as City of Prescott Contract Number 00-282 (hereafter referred to as the "Contract"); and

WHEREAS the parties hereto do wish to extend the terms of said agreement.

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

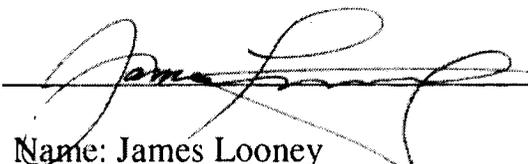
1. That Paragraph 2 of the Agreement is hereby amended to read as follows:

"2. Term This Lease shall commence January 1, 2012, continue in effect for a period of Ten (10) years, until December 31, 2021. Either party may terminate this Lease by providing not less than ninety (90) days prior written notice to the other party."

2, That except as amended herein, the Contract remains in full force and effect.

DATED this 22nd day of September, 2011.

ARIZONA PUBLIC SERVICE COMPANY

By: 
Name: James Looney
Title: Land Services Section Leader

PASSED, APPROVED AND ADOPTED by the Mayor and Council
of the City of Prescott this ____ day of _____ 2011.

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

ORDINANCE NO. 4822-1222

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA RENEWING A LEASE FOR WILLOW CREEK DOG PARK FOR CITY OF PRESCOTT PARKS AND RECREATION DEPARTMENT FROM ARIZONA PUBLIC SERVICE COMPANY

RECITALS:

WHEREAS, the Parks and Recreation Department currently leases 3.4 acres from Arizona Public Service Company (APS) for the Willow Creek Dog Park. The first five year lease commenced on December 31, 2000, and expired December 31, 2005. The first five-year amendment commenced January 1, 2006, and will expire December 31, 2011. This proposed second amendment is for a ten (10) year time period, and would extend the lease to December 31, 2021; and

WHEREAS, the City Parks and Recreation Department wishes to renew said lease for the Willow Creek Dog Park from Arizona Public Service Company; and

WHEREAS, APS desires to retain ownership due to the adjacent substation but agrees to lease said property to the City at no cost; and

WHEREAS, the dog park provides a significant public benefit.

ENACTMENTS:

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

SECTION 1. THAT the renewal of the ten year lease for the Willow Creek Dog Park from APS is hereby accepted.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute the Lease Agreement attached as Exhibit "A" 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 13th day of December, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH BURKE, City Clerk

GARY D. KIDD, City Attorney

LFA010
LEASE AGREEMENT
CITY CONTRACT NUMBER 00-282
AMENDMENT NUMBER 2

WHEREAS the parties hereto did enter into a certain lease agreement for property commonly referred to as the Willow Creek Dog Park, more particularly identified as City of Prescott Contract Number 00-282 (hereafter referred to as the "Contract"); and

WHEREAS the parties hereto do wish to extend the terms of said agreement.

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

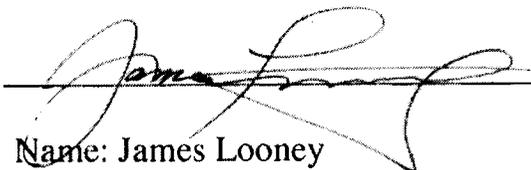
1. That Paragraph 2 of the Agreement is hereby amended to read as follows:

"2. Term This Lease shall commence January 1, 2012, continue in effect for a period of Ten (10) years, until December 31, 2021. Either party may terminate this Lease by providing not less than ninety (90) days prior written notice to the other party."

2, That except as amended herein, the Contract remains in full force and effect.

DATED this 22ND day of SEPTEMBER, 2011.

ARIZONA PUBLIC SERVICE COMPANY

By: 
Name: James Looney
Title: Land Services Section Leader

PASSED, APPROVED AND ADOPTED by the Mayor and Council
of the City of Prescott this ____ day of _____ 2011.

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

COUNCIL AGENDA MEMO – December 13, 2011

II-G

DEPARTMENT: Parks & Recreation

AGENDA ITEM: Approval of license agreement with Charles M. Horsley and Margaret JT Horsley for public recreation access northwest of Watson Lake

Approved By:

Date:

Department Head:	Joe Baynes, Parks & Recreation Director	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell <i>Craig McConnell</i>	12-7-11

Background

In 2010 the City began discussions with Charles M. Horsley and Margaret JT Horsley for recreation access through private property northwest of Watson Lake (see attached general location map). The southeast portion of the Horsley parcel extends into the lake itself just southwest of the dam. The same parcel also contains the Point of Rocks private campground. The primary purpose of this license agreement is to provide public (managed) access for trail-related recreation and established climbing routes.

More specifically, the license agreement will allow construction of a new recreation trail allowing public access to numerous established climbing routes, and to the extensive trail system in the Granite Dells region north of Watson Lake. The trail access will also complete a five-mile loop around Watson Lake, with recreation limited to areas specified in accompanying exhibits. The license agreement will also allow the City to advertise Watson Lake Park as a gateway to the Granite Dells region, thereby potentially increasing park visitation.

The agreement is annually renewable on or before the anniversary date. Either party may terminate the agreement with or without cause by providing ninety (90) days written notice.

Budget

There is no cost to the City for the license agreement.

Recommended Action: MOVE to approve the license agreement with Charles M. Horsley and Margaret JT Horsley for public recreation access northwest of Watson Lake.

LICENSE AGREEMENT

Agreement made this ____ day of _____, 2011, by and between Charles M. Horsley and Margaret JT Horsley, hereinafter referred to as “Licensors” and the City of Prescott, a municipal corporation of the State of Arizona, hereinafter referred to as “Licensee.”

In consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties agree as follows:

1. GRANT OF LICENSE. Licensee hereby grants to Licensors a license to occupy and use a portion of the property owned by Licensee generally located in the Granite Dells area, Prescott, Arizona, and more particularly identified in the attached Exhibits “A” and “B” and C, for the sole purpose of constructing and using a trail through Licensors’ property and for related recreational activities such as climbing, hiking, biking, and equestrian trail use activities on the trail, trail access, as well as climbing access and climbing related activities in those areas depicted in Exhibits “A” and “B” and “C” and shall include the right of licensee to maintain the to maintain the following described areas, together with the ingress and egress over and through the same such licensed areas more particularly described in the attached Exhibits “A” and “B” and “C”, and are subject to the following conditions:

A. Such activities are to occur solely in those areas within the described licensed area described in Exhibits “A” and “B”, as such areas are depicted in the map attached hereto as Exhibit “C.” **Exhibit A is delineated on the attached map (Exhibit “C”) as the “License Area.” Exhibit B is delineated on the attached map as the “Climbing Area.”** The exhibits are attached hereto and made a part of this License Agreement. Licensee shall take reasonable steps to post signage and trail delineation markings as well as climbing area signage and access delineation markings to reasonably ensure that use of the licensed property is confined to the designated licensed areas.

B. Further, during all periods of this License Agreement, the areas described in Exhibits A and B and further depicted in the map attached hereto as Exhibit “C” shall be licensed properties which shall also be and are hereby designated, upon approval of this Agreement by the City Council of the City of Prescott, as City Parks for recreational use and are intended to be and shall be subject to the protection from liability/ statutory immunities afforded under State statutes pertaining to recreational areas and parks.

C. All trail construction, installation and any repair and/or maintenance of the recreational trail shall be at the Licensee's expense and at no cost to the Licensors, and shall be subject to prior approval by the Licensors.

2. LIMITATION TO DESCRIBED PREMISES. This License shall be specifically limited to that certain property as more particularly described in the attached and incorporated Exhibits "A," "B" and "C" hereto, and no other, and specifically limited to those purposes and related activities identified in Paragraph 1 above.

3. RESPONSIBILITY OF LICENSEE. Licensee shall maintain the areas which are hereby licensed in good condition and repair. Licensee shall at all times keep and maintain said area in a safe and good condition and repair.

4. INDEMNIFICATION. To the fullest extent allowed by law, the Licensee hereby agrees to indemnify, save and hold harmless the Licensors, their agents and employees from all cost, damages, liability and claims of any kind whatsoever which is caused by any activity, condition or event arising out of the use of the licensed area by Licensee.

5. LICENSE. This Agreement shall be construed as a mere license by Licensors to Licensee. It shall not be construed as an easement, lease, rental agreement, or as a grant of any interest in the real property other than a mere license. This Agreement shall be renewed annually on or before the date of execution above.

6. SIGNS. Licensee shall post signage, mutually agreed upon by the parties, on the property to delineate the boundaries of the adjacent property owners.

7. TERMINATION. This Agreement may be terminated with or without cause by either party by providing ninety (90) days written notice to the other party. Notice shall be given as follows:

To the City
City Manager, City of Prescott
201 S. Cortez Street
Prescott, AZ 86303

With copy to:
City Attorney, City of Prescott
221 S. Cortez
Prescott, AZ 86303
(928) 777-1274

Charles & Margaret Horsley
Point of Rocks Campground
3025 N. State Route 89
Prescott, AZ 86301

With copy to:
Selmer Lutey, Esq.
148 N. Summit Ave.
Prescott, AZ 86301
(928) 445-5055

Or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner.

Licensee shall have no claim or cause of action whatsoever against the Licensors by reason of any termination of this License and hereby waives the same.

8. REMOVAL OF IMPROVEMENTS UPON TERMINATION. Licensee agrees to remove any and all improvements, including but not limited to any structures which are allowed pursuant to this Agreement, at its sole cost, immediately upon the termination of the License. If Licensee shall fail to remove said improvements within the time specified herein, then in that event, Licensors may remove same, the costs of which shall become a charge against Licensee which Licensee hereby agrees to pay.

9. LICENSE NOT APPROVAL. The grant of this License shall not be construed as the grant of approval or permit as to the construction, location or marking of any improvements. Prior to undertaking any construction, markings, or other improvements within the licensed area, Licensee must first obtain the permission of the Licensors. It is the understanding of the parties that any use of the subject right-of-way, or structures located thereon, are subject to all applicable Federal, State, County and City laws, rules, regulations, and ordinances, including but not limited to the City Land Development Code.

10. INSURANCE. Licensee agrees and shall maintain in full force and effect during the entire term of this License Agreement, general errors and omissions, public liability insurance in the amount of \$1,000,000 covering the activities of the Licensee, with Licensors as named additional insured(s). Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the Licensors. Certificates of such policy shall be delivered to Licensors before the term hereof commences. Notwithstanding the minimum coverages specified above, Licensee's coverage hereunder for any indemnity shall be in the full amounts, including any excess coverages, of licensee's annual insurance coverages, and all such coverage amounts shall apply to the indemnity provisions of this license agreement. All insurance must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. Section 20-217, a copy of which certificate is to be attached to the applicable Certificate of Insurance.

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

12. WAIVER OF ATTORNEY'S FEES. The parties hereby expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the License, pursuant to A.R.S. Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute.

13. CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.

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

LICENSORS:

CHARLES M. HORSLEY

MARGARET JT HORSLEY

APPROVED AS TO FORM:

SELMER LUTEY
Attorney for Charles & Margaret Horsley

LICENSEE:

CITY OF PRESCOTT, a
Municipal corporation

By: _____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

106-12-006

All that portion of the Southwest Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

Beginning at a stone with a "cut x", being the Southwest corner of said Section 13;

Thence North $23^{\circ}52'36''$ East, 4815.34 feet (North $23^{\circ}34'$ East, 4825.4 feet, record), to an iron pipe set in concrete known as the "Burgett Monument", as shown on the plat of East Gate Road Dedication, recorded in book 10 of Maps and Plats, page 73, Yavapai County records;

Thence South $78^{\circ}49'15''$ East, 718.65 feet (South $79^{\circ}23'$ East, 214.36 feet record), to a nail set in granite marking a point on the North-South Mid-Section line of said Section 13;

Thence South $0^{\circ}10'52''$ East, 307.56 feet, (South $0^{\circ}43'02''$ East, 316.96 feet, more or less per record), to a "cut x";

Thence South $85^{\circ}10'$ East, 511.60 feet (South $87^{\circ}12'41''$ East, 510.72 feet, more or less per record), to the Northwest corner of that Portion 2 of land recorded in book 3705 of deeds, page 247, Yavapai County Records;

Thence South $0^{\circ}00'57''$ East (South $0^{\circ}35'10''$ East record), 512.48 feet along the West line of said Portion 2 of land, to the True Point of Beginning;

Thence continuing South $0^{\circ}00'57''$ East, 132.62 feet, to an angle point in the West line of said Portion 2 of land;

Thence South $0^{\circ}00'51''$ East, (South $0^{\circ}35'04''$ East record), 323.48 feet to the Southwest corner of said portion 2 of land and common corner to that Tract of land recorded in Book 1132 of deeds, Page 85, Yavapai County records;

Thence South $87^{\circ}39'53''$ East (South $89^{\circ}59'53''$ East, record), 169.29 feet, along the South line of said Portion 2 of land;

Thence North $0^{\circ}00'50''$ East (North $0^{\circ}32'28''$ East, record), 580.01 feet, along the East line of said Portion 2 of land;

Thence South $55^{\circ}21'59''$ West, 205.89 feet to the True Point of Beginning.

Exhibit A

106-12-003

All that portion of the Southwest Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows;

Beginning at a stone with "cut x", being the Southwest corner of said Section 13;

Thence North $23^{\circ}52'36''$ East, 4815.34 Feet (Record North $23^{\circ}34'$ East, 4825.4 Feet), to an iron pipe set in concrete known as the "Burgett Monument", as shown on the plat of East Gate Road Dedication, recorded in Book 10 of Maps and Plats, Page 73, Yavapai County Records;

Thence South $78^{\circ}49'15''$ East, 718.65 Feet (Record South $79^{\circ}23'$ East, 714.36 Feet), to a nail set in granite marking a point on the North-South Mid-Section line of said Section 13;

Thence South $0^{\circ}10'52''$ East, 307.56 Feet (Record South $0^{\circ}43'02''$ East, 316.96 Feet, More or Less), to a "cut x";

Thence South $85^{\circ}10'$ East, 511.60 Feet (Record South $87^{\circ}12'41''$ East, 510.72 Feet, More or Less), to the Northwest corner of that Portion 2 of land recorded in book 3705, Page 247, Yavapai County Records;

Thence South $0^{\circ}00'57''$ East (Record South $0^{\circ}35'10''$ East), 645.10 Feet, to an angle point on the West line of said Portion 2 of land;

Thence South $0^{\circ}00'51''$ East, 323.48 Feet (Record South $0^{\circ}35'04''$ East, 323.48 Feet), to the Southwest corner of said Portion 2 of land and common corner to that Tract of land recorded in Book 1132, Page 85, Yavapai County Records, said point being The True Point of Beginning;

Thence continuing South $0^{\circ}00'51''$ East, 323.47 Feet, to a point on the East-West Mid-Section line of said Section 13, said line being the North boundary of that certain Parcel Six, recorded in Book 3625, Page 270, Yavapai County Records, said point lies South $89^{\circ}19'57''$ East, 510.23 Feet from a scribed "x" marking the Center of said Section 13;

Thence South $89^{\circ}19'57''$ East, 842.38 Feet;

Thence North $02^{\circ}16'15''$ West, 1219.63 Feet, to a Concrete Nail and Brass Tag, Stamped LS 13011, set in granite, marking the Southeast corner of a Parcel of land recorded in Book 4152, Page 154, Yavapai County Records;

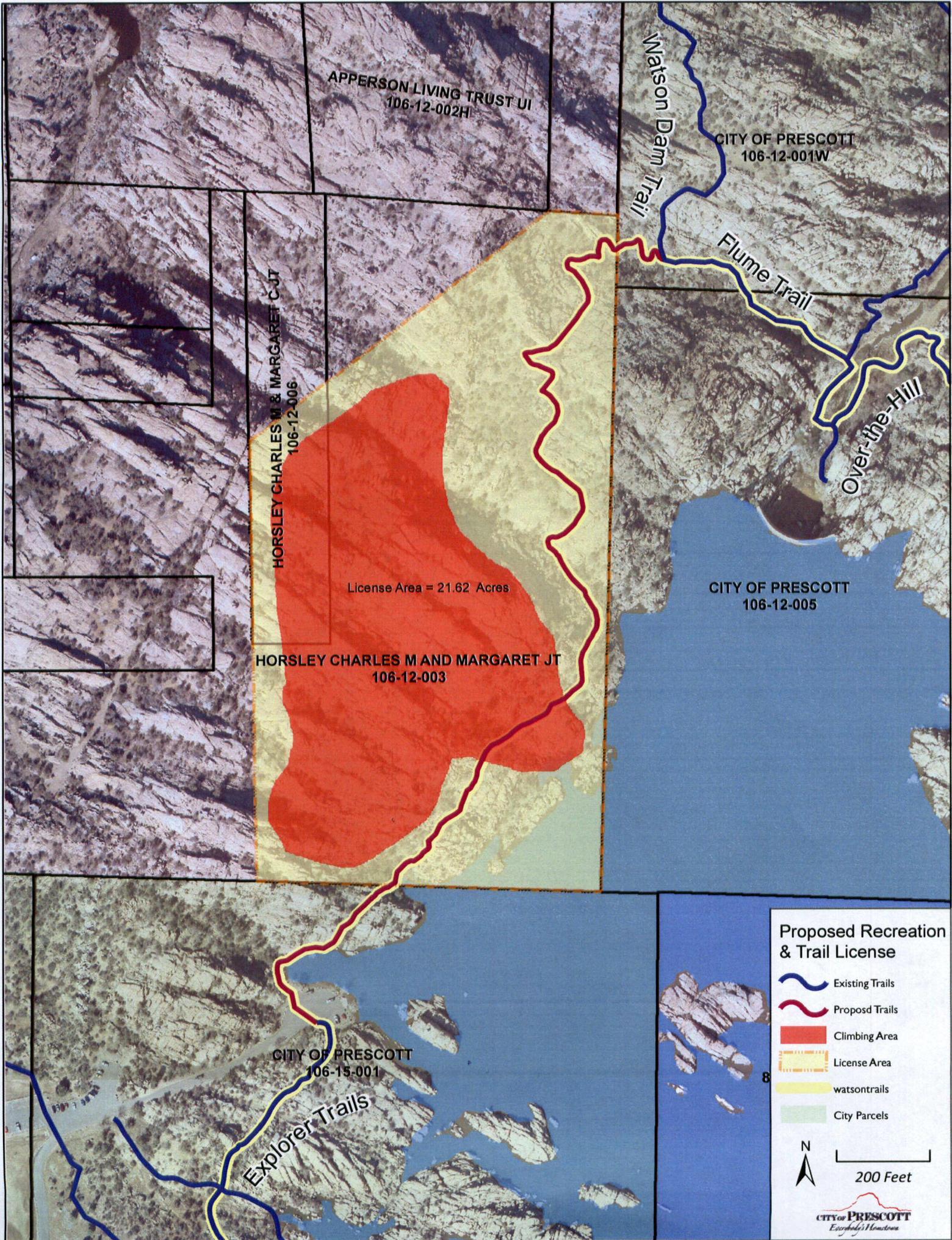
G.I.T. & R.
EXHIBIT B

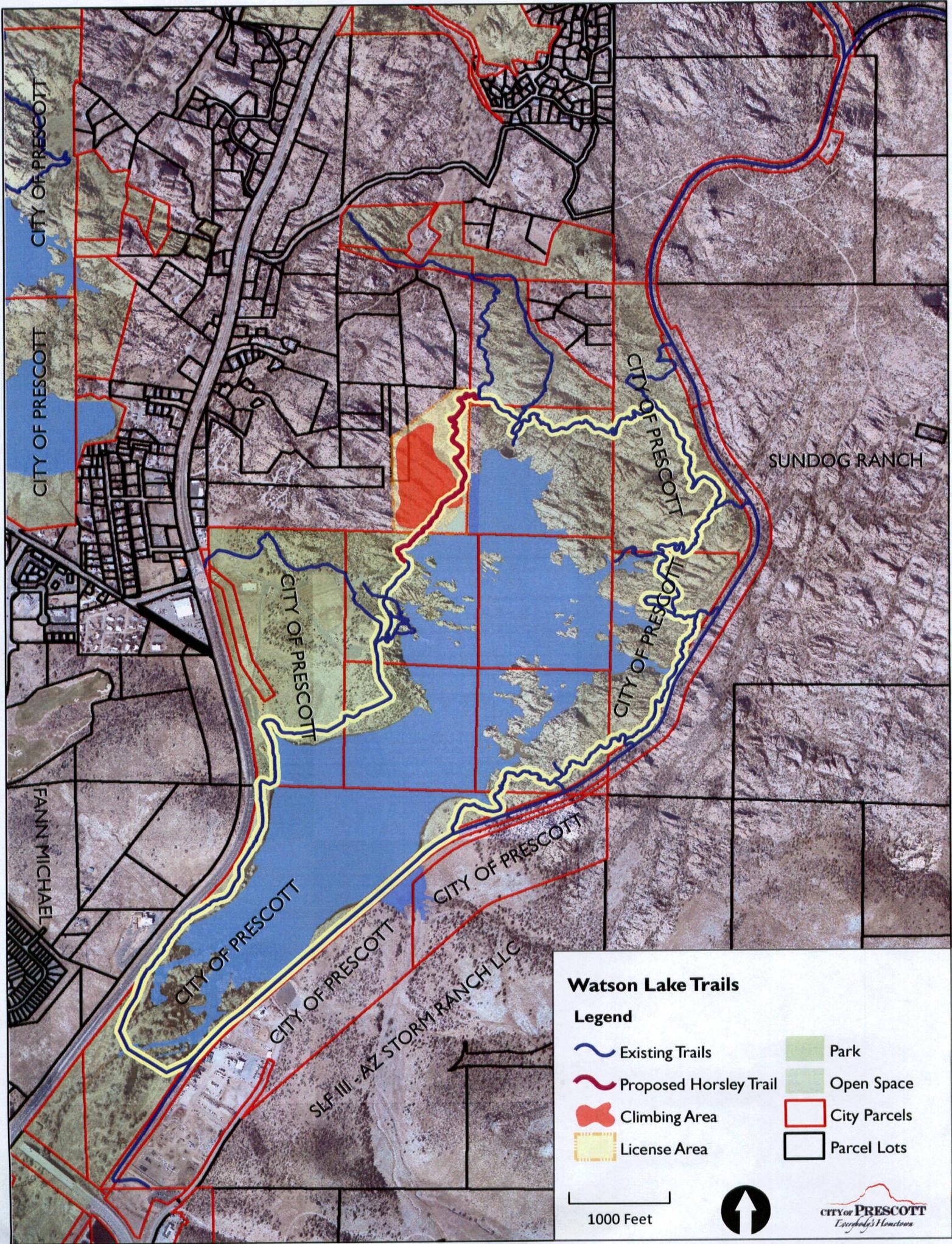
Thence North $83^{\circ} 43' 37''$ West, 149.87 Feet (Record North $84^{\circ} 34' 51''$ West, 150.0 Feet), to a Concrete Nail and Brass Tag, stamped LS 13011, marking the Southwest corner of said Parcel recorded in Book 4152, Page 154;

Thence South $55^{\circ} 21' 59''$ West, 578.28 Feet, to a point on the East line of said Portion 2 of land;

Thence South $0^{\circ} 00' 50''$ West (Record South $0^{\circ} 32' 28''$ West), 580.01 Feet, along the East line of said Portion 2 of land;

Thence North $87^{\circ} 39' 53''$ West (Record North $89^{\circ} 59' 53''$ West), 169.29 Feet, along the South line of said Portion 2 of land to the True Point of Beginning.





Watson Lake Trails

Legend

-  Existing Trails
-  Proposed Horsley Trail
-  Climbing Area
-  License Area
-  Park
-  Open Space
-  City Parcels
-  Parcel Lots

1000 Feet



COUNCIL AGENDA MEMO – December 13, 2011

DEPARTMENT: Public Works

AGENDA ITEM: Approval of Supplemental Agreement No. 4 to City Contract No. 2007-222 with Layne Christensen Company for arsenic reduction water treatment

Approved By:

Date:

Department Head: Mark Nietupski, Public Works Director

Finance Director: Mark Woodfill

City Manager: Craig V. McConnell



12-6-11

Item Summary

This item is to approve Supplemental Agreement No. 4 to City Contract No 2007-222 with the Layne Christensen Company (LCC) for the City to assume routine operations and maintenance of all interim arsenic treatment facilities (IATF) located in Chino Valley and to place certain equipment in a standby status. These changes will result in a net annual cost reduction of approximately \$200,000. Public Works operates the City's water system in accordance with EPA and Arizona Department of Environmental Quality (ADEQ) regulations and has received ADEQ concurrence with this supplemental agreement.

Background

On January 23, 2006, the maximum contaminant level (MCL) standard for arsenic in drinking water was reduced by the Environmental Protection Agency (EPA) to 10 parts per billion (ppb), replacing the old standard of 50 ppb. This change mandated that all water system owners implement treatment as necessary to ensure water quality met the new standard. At that time, historic sampling records indicated varying arsenic levels throughout the City's well field. The number of test results at or exceeding 10 ppb required the City to implement arsenic treatment to ensure water quality compliance. Individual well head treatment, in lieu of centralized treatment, was the selected approach to minimize capital costs while effectively assuring City compliance with the new standard. Well head treatment is economical and allows flexibility in managing the treatment process.

On April 10, 2007, the Council approved a contract with LCC to provide IATF at five City well sites within the Town of Chino Valley. The contract with LCC identifies two payment components: (1) a monthly equipment lease; and (2) a volumetric charge (per acre-foot).

- The equipment lease provides for a fixed monthly fee reflecting the capital investment necessary to construct the IATF including design, permitting, site preparation, installation of facilities, start-up costs, training, operations and maintenance manual, and decommissioning. These fees are defined and run throughout the life of the lease which expires October 1, 2015.

Agenda Item: Approval of Supplemental Agreement No. 4 to City Contract No. 2007-222 with Layne Christensen Company for arsenic reduction water treatment

- The treatment fee (cost per acre-foot) is based on actual water volumes and usage of the IATF that represents costs to replace or regenerate arsenic reduction media, dispose of waste media, and perform operations and maintenance.

Supplemental Agreement No. 4 addresses the treatment fee and operations and maintenance at the IATF.

- Wells 1 and 6 presently require arsenic removal to meet EPA requirements. The water originating from these wells will continue to be treated at the source through the existing IATF.
- Treatment at Wells 3, 4, and 5 can be suspended (placed in a standby status) at this time since periodic testing has indicated arsenic levels in the water to be consistently below 10 parts per billion, the maximum contaminant level.

Arsenic is a natural occurring element, and levels in groundwater have been observed to fluctuate. The City will continue to monitor arsenic through ongoing testing at intervals more frequent than regulatory requirements. It should also be noted that "blending" of the water produced by these wells is accomplished in the 5 million gallon storage tank at the Chino Valley Water Production Facility further reducing the concentration of arsenic in water purveyed to city customers.

The City and LCC mutually desire to exercise the "no guaranteed flow" amounts listed in the original contract, and allow the City to assume routine operational and maintenance activities of the IATF. By exercising this provision the City will be able to reduce the amount of water being treated thereby reducing the corresponding monthly fee.

City costs associated with routine operational activities and preventative maintenance per the original contract are expected to be less than \$10,000 annually, and will predominantly involve water production personnel time. The projected cost is included in Table 1 below.

LCC will be responsible for all non-routine and non-preventative maintenance repairs, and replacement characterized as "major" in nature as detailed in the original contract.

Schedule

Written confirmation has been received from LCC confirming their acceptance of the supplemental agreement. LCC has currently placed the IATF at Wells 3, 4, and 5 in standby mode. The transfer of maintenance and operation responsibility for arsenic treatment at all wells will occur on December 31, 2011.

Budget

By placing Wells 3, 4, and 5 in standby mode a reduction in monthly expenditures is anticipated per Table 1 below which illustrates historic treatment fees from past invoices followed by total projected savings

Agenda Item: Approval of Supplemental Agreement No. 4 to City Contract No. 2007-222 with Layne Christensen Company for arsenic reduction water treatment

Table 1: IATF Usage and Associated Fees

Month, Year	Well 3	Well 4	Well 5
September 2010	\$5,186	\$8,578	\$2,524
October 2010	\$5,529	\$10,485	\$6,170
November 2010	\$2,118	\$8,348	\$14,997
December 2010	\$2,439	\$3,185	\$12,653
January 2011	\$3,945	(\$253)*	\$12,663
February 2011	\$5,379	\$5,070	\$2,826
March 2011	\$2,665	\$4,196	\$14,979
April 2011	\$3,832	\$7,558	\$9,716
May 2011	\$6,317	\$15,101	\$5,987
June 2011	(\$74)*	\$11,158	\$11,009
July 2011	\$1,589	(\$25)*	\$3,294
August 2011	\$2,373	(\$27)*	(\$22)*
Total Usage (12 Months)	\$41,299	\$73,373	\$96,796
Past Year Total			\$211,468
Projected City Labor Cost	157 days * 2 hours per day * \$26.00 per hour = \$8,164		
Projected Annual Savings	\$211,468 - \$8,164 = \$203,304		

* Negative values in parenthesis indicate a credit from LCC for electricity (heating units, backwashing filters, lights, instrumentation). See notes pertaining to Supplemental Agreement Number 1 above.

Contract Summary

Three supplemental agreements have been executed previously between the City of Prescott and LCC as follows.

- Supplemental Agreement Number 1 (July 2007) – Agreement clarifying City's receipt of credit for electricity consumption by LCC to operate the IATF.
- Supplemental Agreement Number 2 (July 2008) – Payment of \$30,708.60 to LCC for interest expenses on equipment purchase incurred as a result of delays in permitting.
- Supplemental Agreement Number 3 (August 2008) – Reimbursement of \$48,693.37 payment to City for APS upgrades to the well site electrical feeds to accommodate IATF demand.

Attachment - Supplemental Agreement No. 4

Recommended Action: MOVE to approve Supplemental Agreement No. 4 to City Contract 2007-222 with Layne Christensen Company for arsenic reduction water treatment.



City of Prescott Public Works Department
433 North Virginia Street
Prescott, Arizona 86301

City of Prescott
Supplemental Agreement No. 4
Interim Arsenic Water Treatment

Contractor: Layne Christensen Company
Contract No. 2007-222
Account: 7007815-8575
Date: November 30, 2011

Purpose of Supplement:

The City of Prescott desires to assume the responsibilities for the daily routine operation and maintenance activities associated with the interim arsenic treatment facilities at sites 1 through 6. The City of Prescott also desires to discontinue treatment at well sites 3, 4, and 5.

You are directed to make the following changes to the contract documents:

Sites 1 through 6

The operational and maintenance activities, identified in Section 10.3 of the original agreement, can be assigned to the City of Prescott by Layne Christensen Company (LCC). The assumption of these activities will not change the compensation rates or payments currently provided to the LCC as specified in the original contract. The ordering of plant materials (chemicals, replacement parts, filters) and sludge removals will continue to be scheduled and paid for by LCC, unless otherwise provided for herein. The City of Prescott will continue the lease payments and treatment fees as specified in the original contract for sites 1 through 6. The transition of maintenance activities at these sites will be effective as of December 31, 2011.

Sites 3, 4, and 5

Arsenic levels at sites 3, 4, and 5 do not meet the threshold values as set forth by the Environmental Protection Agency (EPA) to require treatment. The City of Prescott has the authority to discontinue treatment at these sites, as identified in Table 8-Note 2 of the original contract, through the no guarantee flow amounts. The discontinuation of the treatment at these sites will be effective as of December 31, 2011. In the event that the City of Prescott decides or is required by a regulatory agency to bring the treatment facility/facilities back into operation the City of Prescott will be responsible for all startup costs including the initial delivery of chemicals. The City of Prescott will continue the lease payments and treatment fees (if any) as specified in the original contract for these sites. LCC will place these sites in a standby condition no later than December 31, 2011 and will incur all cost associated with the standby preparation.

The parties agree to proceed as follows:

The City of Prescott will be responsible for operating and maintaining all interim arsenic treatment facilities in conjunction with Arizona Department of Environmental Quality (ADEQ) requirements. These responsibilities shall include but not limit to the operational methods, recordkeeping, sampling, testing, etc... The City of Prescott shall notify LCC of any and all repairs that may be

needed to the arsenic treatment facilities to ensure full compliance and also agree to participate in regular conference calls to discuss any issues.

The City of Prescott will be responsible for all routine operational activities and maintenance. LCC will be responsible for equipping all arsenic treatment facilities with spare parts as required for full operation per the original contract and non-routine maintenance items (pumps, motors, PLC, valves, vessels) that become damaged as a result of usage and age. The installation and maintenance of the non-routine maintenance items shall be the responsibility of LCC. All other terms and conditions of the original contract and all supplement agreements shall remain in effect.

Recommended by:	
Joel Berman, P.E., Utility Manager	Date
Approved by:	
Marlin Kuykendall, Mayor	Date
Accepted by:	
Robert C. Minella, General Manager, Layne Christensen Company	Date

Copy to: Elizabeth Burke, City Clerk
Dawn Foster, Purchasing

COUNCIL AGENDA MEMO – December 13, 2011

II-I

DEPARTMENT: City Clerk

AGENDA ITEM: Adoption of Resolution No. 4113-1223 repealing Resolution No. 4009-1039 regarding Council Policy on Membership on Boards, Commissions and Committees and adopting a new Council Policy

Approved By:

Date:

Department Head: Elizabeth A. Burke, City Clerk	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	12-1-11

BACKGROUND

On March 23, 2010, the City adopted a new Resolution which repealed several older resolutions pertaining to Boards, Commissions and Committees of the City. Since its adoption a few of the committees have been eliminated (Centennial Committee and Transportation Coordinating Committee) and other verbiage is no longer applicable.

Additionally, it has been recommended that new appointees be required to attend training within six (6) months of their appointment.

Resolution No. 4113-1223 repeals the prior resolution and adopts new policies for both membership and procedure.

- Attachments**
- The two old policies with changes indicated
 - Resolution No. 4113-1223

Recommended Action: MOVE to adopt Resolution No. 4113-1223.

CHANGES INDICATED

EXHIBIT 'A'

PRESCOTT CITY COUNCIL POLICY ON MEMBERSHIP ON BOARDS, COMMISSIONS AND COMMITTEES OF THE CITY

Standing Committees: *Acker Trust Board, Parks & Recreation Board, Prescott: The Arizona Centennial City Committee, Transportation Coordinating Committee:*

All terms are to be two YEARS, non-staggered terms, to be appointed in March of every even-numbered year (after the previous fall election). Chairman and Vice Chairman to be selected by the Council. ~~The members of all but the Transportation Coordinating Committee may be regional residents; the Transportation Coordinating Committee members must be Prescott residents.~~

~~Additionally, changes are to be made to the authorizing resolution of the Transportation Coordinating Committee providing that staff shall not be a voting member and that an additional voting member shall be added to the TCC to represent the Bicycle Community.~~

Committees Established by City Code: *Advisory & Appeals Board, Board of Adjustment, Fire Board of Appeals, Planning & Zoning Commission, Prescott Preservation Commission:*

Members of all of the boards/commissions established by City Code must be residents of the City of Prescott. The current length of terms will continue, but all appointments FOR NEW TERMS will be made in March of each year. Chairman and Vice Chairman will be selected by the Council.

Committees Established by Arizona Revised Statutes: *CDBG Citizens Advisory Committee, Industrial Development Authority, Municipal Property Corporation, Prescott/Yavapai Enterprise Zone Commission, Public Safety Retirement Board:*

The CDBG Citizens Advisory Committee which is authorized in federal regulations and shall serve for two years, appointed by the Council during March of even-numbered years. All other committees established by a.R.S. shall be appointed and shall serve as provided by law.

~~City representation is eliminated on those external organizations indicated on page 3 of the B/C Table.~~

Appointments

Advertisement will occur in December of every odd-numbered year for all positions on Standing Committees, for appointment by March of the following year. Additionally, advertisement will occur for those positions on Boards/Commissions established by City

Code in December of the year prior to said term expiration, AND WILL ALSO TAKE PLACE WHEN VACANCIES ARISE FOR THE UNEXPIRED TERM.

~~Further, all current members shall reapply for their respective boards, commissions and committees utilizing the City's application form and advertisement to occur for all positions.~~

EXHIBIT 'B'**BOARDS/COMMISSIONS/COMMITTEES
APPOINTMENT PROCEDURES****A. Membership**

1. Membership requirements shall be established in each respective resolution or ordinance creating said board, commission, or committee.
2. Members shall be considered solely on the basis of their own merits and qualifications and not on the basis of any personal friendships with committee or Council members.
3. If any member shall be absent for more than two (2) consecutive meetings without notifying the chairman, or shall be absent for more than thirty percent (30%) of all meetings during any one twelve (12) month period for any reason, he or she shall thereupon automatically cease to hold membership on the board, commissions or committee without any further action being taken by the City Council. It shall be the responsibility of the chairman of that board, commissions or committee to so notify the City Clerk immediately upon the creation of a vacancy pursuant to this section. Meetings as used in this section shall include all regular and special meetings, study sessions and field inspections.

B. Selection

1. The City Clerk shall maintain a list of all members and will be aware of all expiration dates for all terms. The City Clerk shall maintain a file of all applicants as to current applications, filing dates, interest in other board positions, interviews and appointments.
2. Council Appointment Committee: A Council Appointment Committee shall consist of three (3) Council members appointed by the Mayor, with the consent of the Council, which shall be responsible for interviewing applicants for appointment to City boards, commissions and committees. The Mayor, with the consent of the Council, shall designate the Chairman.
3. When a vacancy occurs on a board, commissions or committee the chairman and/or staff liaison shall notify the City Clerk who shall begin advertising for said vacancies.
4. In December of each year, and whenever a vacancy may occur, the City Clerk shall advertise for applications.

5. When sufficient, qualified applications are on file the City Clerk shall schedule interviews for said applicants with the Council Appointment Committee.
6. Once the Council Appointment Committee has made their recommendations, the City Clerk will present said recommendations to the City Council at a Council meeting. The candidate should be invited to be in attendance at the meeting and should be recognized by the Council.
7. Each applicant interviewed and considered shall be sent an acknowledgement letter to be signed by the Mayor.
8. Each applicant appointed shall be so advised in writing by the Mayor and the City Clerk shall send to each appointee a list of all members of the board, commissions or committee to which they were appointed, along with a Board/Commission/Committee Handbook, to include information on Open Meeting and Conflict of Interest laws.
9. The Department Head designated as an ex-officio member of each board, commission or committee, shall send each appointee a packet containing a description the member's role and the role of the board, commission, committee, attendance requirements, meeting schedule and any other information which may be helpful in fulfilling his or her responsibilities.

C. Orientation

1. In March AND SEPTEMBER of each year the City Clerk's Office, in conjunction with the City Attorney's Office, shall facilitate Board/Commission/Committee Training for all members recently appointed as well as others interested in attending. APPOINTEES SHALL ATTEND SAID TRAINING WITHIN SIX (6) MONTHS OF BEGINNING SERVICE.

RESOLUTION NO. 4113-1223

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, REPEALING RESOLUTION NO. 4009-1039 WITH REGARD TO COUNCIL POLICY ON MEMBERSHIP ON BOARDS, COMMISSIONS AND COMMITTEES AND ADOPTING A NEW COUNCIL POLICY ON MEMBERSHIP ON BOARDS, COMMISSIONS AND COMMITTEES

RECITALS:

WHEREAS, Resolution Number 4009-1039 was adopted on March 23, 2010, regarding membership on boards, commissions and committees of the City of Prescott; and

WHEREAS, the following policies include recommended changes to the procedures to be followed for Board/Commission/Committee Membership, Exhibit A, and Appointment Procedures, Exhibit B, attached hereto and made a part hereof.

ENACTMENTS:

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

SECTION 1. THAT, Resolution No. 4009-1039 is hereby repealed.

SECTION 2. THAT Exhibit A outlines the Policy on Membership on Boards, Commissions and Committees of the City.

SECTION 3. THAT Exhibit B identifies and establishes the procedures and processes to be followed for appointment of members to the City's boards, commissions and committees.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 13th day of December, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'**PRESCOTT CITY COUNCIL POLICY ON MEMBERSHIP
ON BOARDS, COMMISSIONS AND COMMITTEES OF THE CITY**

Standing Committees: *Acker Trust Board, Parks & Recreation Board:*

All terms are to be two years, non-staggered, to be appointed in March of every even-numbered year (after the previous fall election). Chairman and Vice Chairman will be selected by the Council.

Committees Established by City Code: *Advisory & Appeals Board, Board of Adjustment, Fire Board of Appeals, Planning & Zoning Commission, Prescott Preservation Commission:*

Members of all of the boards/commissions established by City Code must be residents of the City of Prescott. The current length of terms will continue, but all appointments for new terms will be made in March of each year. Chairman and Vice Chairman will be selected by the Council.

Committees Established by Arizona Revised Statutes: *CDBG Citizens Advisory Committee, Industrial Development Authority, Municipal Property Corporation, Prescott/Yavapai Enterprise Zone Commission, Public Safety Retirement Board:*

The CDBG Citizens Advisory Committee which is authorized in federal regulations shall serve for two years, appointed by the Council during March of even-numbered years. All other committees established by A.R.S. shall be appointed and shall serve as provided by law.

Appointments

Advertisement will occur in December of every odd-numbered year for all positions on Standing Committees, for appointment by March of the following year. Additionally, advertisement will occur for those positions on Boards/Commissions established by City Code in December of the year prior to said term expiration, and advertisement will occur as vacancies arise for the unexpired term.

EXHIBIT 'B'**BOARDS/COMMISSIONS/COMMITTEES
APPOINTMENT PROCEDURES****A. Membership**

1. Membership requirements shall be established in each respective resolution or ordinance creating said board, commission, or committee.
2. Members shall be considered solely on the basis of their own merits and qualifications and not on the basis of any personal friendships with committee or Council members.
3. If any member shall be absent for more than two (2) consecutive meetings without notifying the chairman, or shall be absent for more than thirty percent (30%) of all meetings during any one twelve (12) month period for any reason, he or she shall thereupon automatically cease to hold membership on the board, commissions or committee without any further action being taken by the City Council. It shall be the responsibility of the chairman of that board, commissions or committee to so notify the City Clerk immediately upon the creation of a vacancy pursuant to this section. Meetings as used in this section shall include all regular and special meetings, study sessions and field inspections.

B. Selection

1. The City Clerk shall maintain a list of all members and will be aware of all expiration dates for all terms. The City Clerk shall maintain a file of all applicants as to current applications, filing dates, interest in other board positions, interviews and appointments.
2. Council Appointment Committee: A Council Appointment Committee shall consist of three (3) Council members appointed by the Mayor, with the consent of the Council, which shall be responsible for interviewing applicants for appointment to City boards, commissions and committees. The Mayor, with the consent of the Council, shall designate the Chairman.
3. When a vacancy occurs on a board, commissions or committee the chairman and/or staff liaison shall notify the City Clerk who shall begin advertising for said vacancies.
4. In December of each year, and whenever a vacancy may occur, the City Clerk shall advertise for applications.

5. When sufficient, qualified applications are on file the City Clerk shall schedule interviews for said applicants with the Council Appointment Committee.
6. Once the Council Appointment Committee has made their recommendations, the City Clerk will present said recommendations to the City Council at a Council meeting. The candidate should be invited to be in attendance at the meeting and should be recognized by the Council.
7. Each applicant interviewed and considered shall be sent an acknowledgement letter to be signed by the Mayor.
8. Each applicant appointed shall be so advised in writing by the Mayor and the City Clerk shall send to each appointee a list of all members of the board, commissions or committee to which they were appointed, along with a Board/Commission/Committee Handbook, to include information on Open Meeting and Conflict of Interest laws.
9. The Department Head designated as an ex-officio member of each board, commission or committee, shall send each appointee a packet containing a description the member's role and the role of the board, commission, committee, attendance requirements, meeting schedule and any other information which may be helpful in fulfilling his or her responsibilities.

C. Orientation

1. In March and September of each year the City Clerk's Office, in conjunction with the City Attorney's Office, shall facilitate Board/Commission/Committee Training for all members recently appointed as well as others interested in attending. Appointees shall attend said training within six (6) months of beginning service.

COUNCIL AGENDA MEMO – December 13, 2011

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 4823-1223 abandoning a minor area of Rhinestone Drive right-of-way adjacent to State Route 69

Approved By:

Date:

Department Head: Mark Nietupski, Public Works Director	
Finance Director: Mark Woodfill	
City Manager: Craig McConnell <i>Craig McConnell</i>	12-5-11

Item Summary

This item is to abandon a small amount of unneeded Rhinestone Drive right-of-way (0.283 acres) located along State Route 69 (SR 69) as shown on the attached Area Plan at the request of the Ehart Properties LLC, Burro Creek LLC, and Broyco Properties LLC (Owners) of the adjacent commercial property (APN 103-15-160A). The abandoned public right-of-way will be conveyed at market value.

Background

Earlier this year the Arizona Department of Transportation (ADOT) completed construction of a concrete median barrier along SR 69 from Sunrise Boulevard to Sundog Ranch Road. Included with the median project was the relocation and signalization of the intersection of Robin Drive and SR 69. The Robin Drive intersection was moved southerly on SR 69 approximately 200 feet to improve the geometry of the intersection and safety at this location.

As a result of the relocated intersection, there is a remnant parcel of Rhinestone Drive right-of-way adjacent and parallel to SR 69 as shown on the attached Area Plan, which is the subject of this abandonment request. The parcel, 0.283 acres in area, is essentially landlocked by ADOT right-of-way and the commercial site and therefore has no benefit to any other property owner. ADOT has been contacted and has no objection to the abandonment or future need for the remnant parcel. The only comment from ADOT was that no driveway access be permitted from the abandoned segment of Rhinestone Drive which is not necessary nor considered with the new signal at Robin Drive. More than half of the parcel (35 feet wide) is within the Major Street Setback and can only be used for landscaping or parking--no buildings would be permitted.

All utilities have been contacted; there are no existing utilities in this segment of Rhinestone Drive and no utilities planned in the future.

Agenda Item: Adoption of Ordinance No. 4823-1223 abandoning a minor area of Rhinestone Drive right-of-way adjacent to State Route 69

An escrow account has been established at Yavapai Title Agency to process the transaction. The Owners have signed an Agreement obligating them to purchase the abandoned Rhinestone Drive upon Council approval.

The parcel has been appraised by a licensed independent third party general real estate appraiser who determined the value of the parcel to be \$13,500.00. The Owners will pay to the City, through Yavapai Title, \$13,765.00 (\$13,500.00 appraised value + \$265.00 preparation) for the abandoned area of Rhinestone Drive.

Proceeds from this sale credit Account #2159999-6775 (Streets Fund/Abandoned Right-of-way).

- Attachments**
- Area Plan
 - Exhibit "A" Map & Legal Description
 - Ordinance No. 4823-1223

Recommended Action: MOVE to adopt Ordinance No. 4823-1223.

ORDINANCE NO. 4823-1223

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ABANDONING A SMALL SEGMENT OF RHINESTONE DRIVE RIGHT-OF-WAY ADJACENT TO STATE ROUTE 69 AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH ABANDONMENT

RECITALS:

WHEREAS, Ehert Properties, Burro Creek LLC and Broyco Properties LLC (Owners) of the adjacent commercial property have requested the City to abandon a small segment of Rhinestone Drive as shown on the attached Exhibit "A"; and

WHEREAS, the City Council of the City of Prescott has determined that abandoning a small segment of Rhinestone Drive Right-of-Way (0.283 acres) adjacent to State Route 69, more particularly described in Exhibit "A", attached hereto and made a part hereof, is not needed nor likely to be needed within a reasonable future time by the City; and

WHEREAS, Arizona Department of Transportation recently relocated and signalized the intersection of Robin Drive and State Route 69 to provide a safer intersection which resulted in this segment of Rhinestone Drive no longer being necessary for public access; and

WHEREAS, the City Council of the City of Prescott wishes to abandon that certain small segment of Rhinestone Drive right-of-way as described on Exhibit "A" to the Owners of the adjacent commercial property; and

WHEREAS, the Rhinestone Drive right-of-way value was determined to be \$13,500.00. The total cost for Rhinestone Drive right-of-way will be \$13,765.00 (\$13,500.00 + \$265.00 preparation); and

WHEREAS this abandonment is in compliance with ARS Section 28-7201 et seq.

ENACTMENTS:

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

SECTION 1. THAT certain municipal Rhinestone Drive right-of-way as set forth in Exhibit "A", is no longer necessary for public use and the same is hereby vacated and abandoned.

SECTION 2. THAT title to that property set forth in Exhibit "A" shall vest in the Owners of the adjacent commercial property as stated below which is made as a part of this action. Prior to such conveyance, the Owners of the commercial site will pay to the City of Prescott, through Yavapai Title Agency, the market value of \$13,765.00, which sum and consideration is determined to be commensurate with the value of the abandoned property, and includes payment to the City of Prescott in the sum of \$265.00 in accordance with PCC Section 8-2-14.

SECTION 3. THAT upon payment of the foregoing sum, the Mayor and staff are hereby authorized to execute any documents and instruments necessary to carry out the conveyances as set forth herein.

SECTION 4. THAT pursuant to ARS Section 33-404, the following disclosure is made:

The beneficiaries of this abandonment are:

- Ehret Properties, LLC, an Arizona limited liability company as to an undivided 60% interest
- Burro Creek, LLC, an Arizona limited liability company as to an undivided 20% interest
- Broyco Properties, LLC, an Arizona limited liability company as to an undivided 20% interest

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 13th day of December, 2011.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT A

All that portion of the southeast quarter of Section 29, Township 14 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of RHINESTONE DRIVE according to the plat for DIAMOND VALLEY SHOPPING CENTER as recorded in Book 11 of Maps and Plats at Page 43, and all of PARCEL "B" according to the ROBIN DRIVE R/W ACQUISITION MAP as recorded in Book 26 of Maps and Plats at page 60, records of the Yavapai County Recorder, described as follows:

BEGINNING at the intersection of the west right-of-way of said RHINESTONE DRIVE with the north right-of-way of ROBIN DRIVE per said plat for DIAMOND VALLEY SHOPPING CENTER also being the southeasterly corner of said PARCEL "B";

thence westerly along the north right-of-way of said ROBIN DRIVE also being the south line of said parcel "B" (recorded South 88°53'30" West, 41.08 feet) to the westerly most corner of said PARCEL "B";

thence northeasterly along the northwesterly curve of said PARCEL "B" (recorded Radius = 50.00 feet, Delta = 78°48'50", Arc Length = 68.78 feet) to the northerly most corner thereof, a point on the westerly right-of-way of said RHINESTONE DRIVE;

thence northeasterly along the west right-of-way of said RHINESTONE DRIVE (recorded North 10°04'40" East) to the northerly most corner thereof;

thence southeasterly along the northerly end line of said RHINESTONE DRIVE (recorded South 74°25'20" East, 54.46 feet) to the easterly most corner thereof, being a point on the westerly right-of-way of STATE HIGHWAY No. 69;



February 17, 2011
KWE 11-011

thence southwesterly along the east right-of-way of said RHINESTONE DRIVE also being the west right-of-way of said STATE HIGHWAY NO. 69 to a point on an easterly extension of the north right-of-way of said ROBIN DRIVE per said plat for DIAMOND VALLEY SHOPPING CENTER;

thence westerly along said easterly extension (recorded South 88°53'30" West) to the POINT OF BEGINNING.

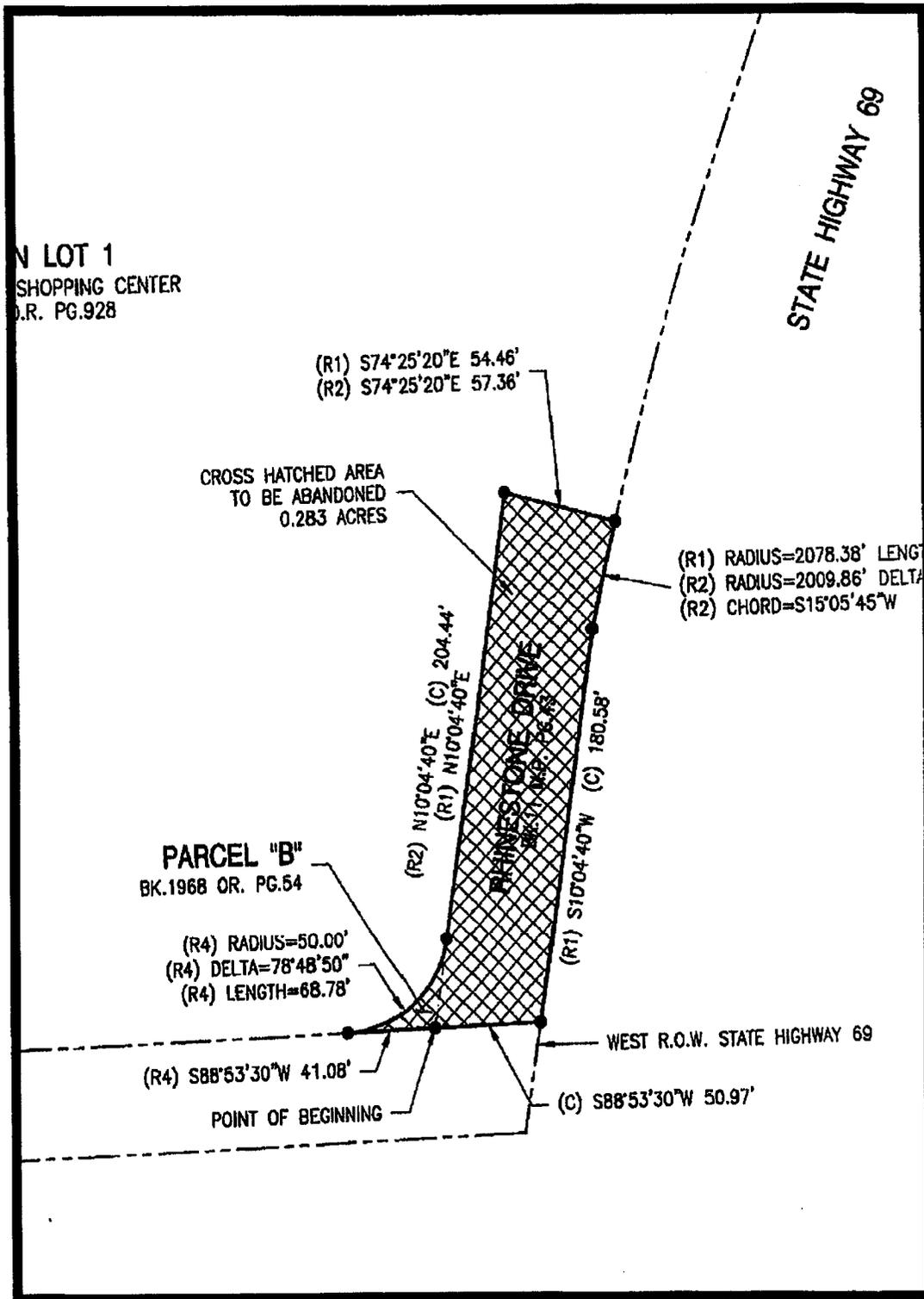
Containing 0.283 acres, more or less.

This description and area are based on the record documents noted within and do not benefit from a current field survey.

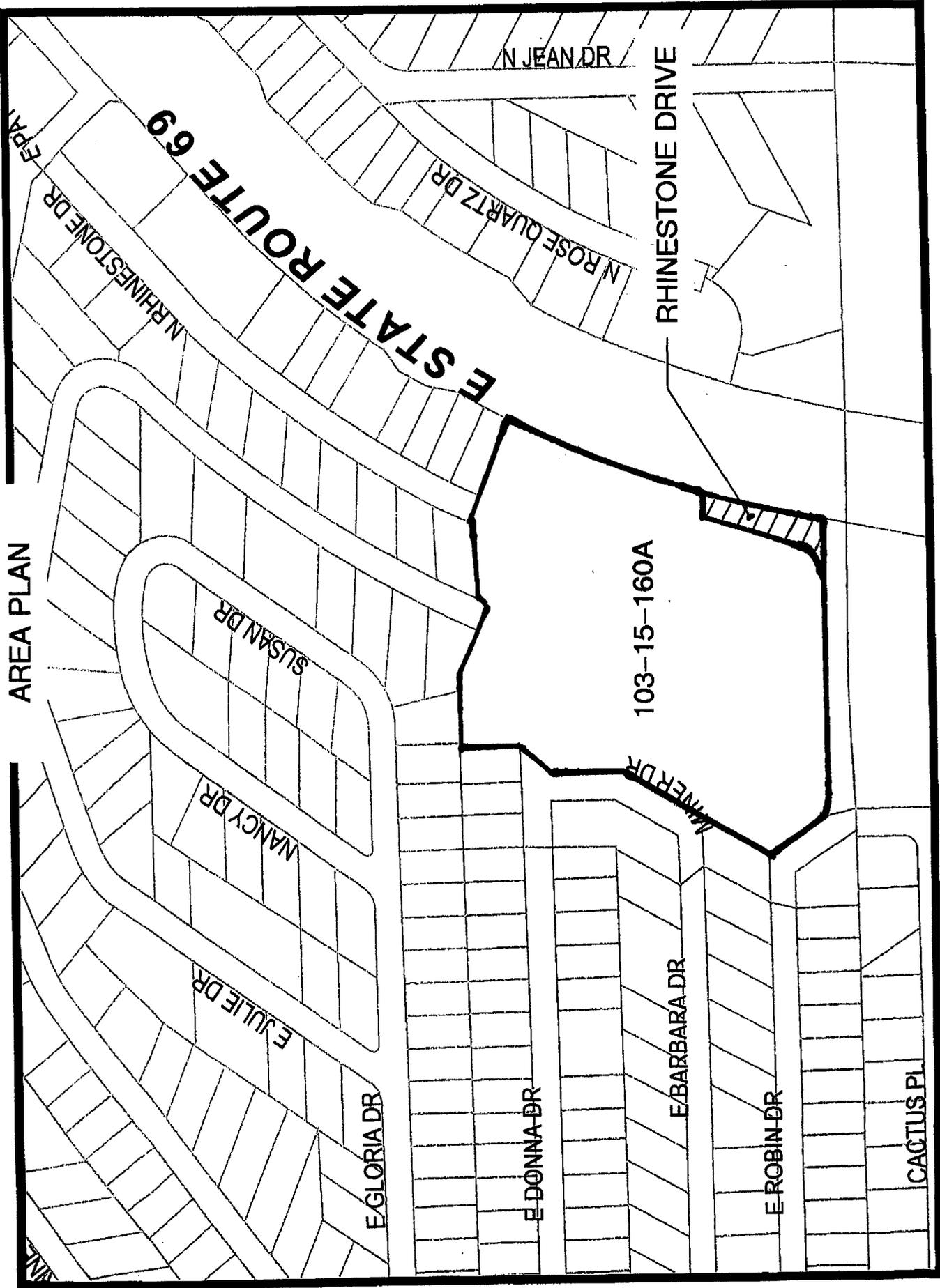
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Page 2 of 2

SURVEY



AREA PLAN



STATE ROUTE 69

103-15-160A

N JEAN DR

N ROSE QUARTZ DR

RHINESTONE DRIVE

N RHINESTONE DR

SUSAN DR

NANCY DR

E JULIE DR

E GLORIA DR

E DONNA DR

E BARBARA DR

E ROBIN DR

CACTUS PL

E LANNER DR