

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

**PRESCOTT CITY COUNCIL  
REGULAR VOTING MEETING  
TUESDAY, FEBRUARY 28, 2012  
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** Margaret Lambert, Prescott Baha'i Community

◆ **PLEDGE OF ALLEGIANCE:** Councilman Arnold

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

A. [Purchase of a Submersible Pump for the Copper Canyon Wastewater Lift Station #1 from James, Cooke & Hobson, Inc., in the amount of \\$15,916.70.](#)

B. Approval of the Minutes of the Prescott City Council Special Meeting of January 31, 2012; the Special Meeting of February 1, 2012, the Workshop of February 7, 2012, the Regular Voting Meeting of February 14, 2012.

## II. REGULAR AGENDA

- A. Public Hearing and consideration of a liquor license application from Jiten Sibal, applicant for Green Fili LLC for a Series 12, *Restaurant*, license for Filiberto's Mexican Food located at 576 Miller Valley Road.
- B. Annual appointments to various Prescott Boards and Commissions.
- C. Approval of a license agreement for the existing Prescott Boxing Gym within the Grace Sparkes Activity Center.
- D. Adoption of Resolution No. 4122-1232 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, designating the undeveloped parkland in downtown Prescott immediately northwest of the Sheldon-Montezuma Intersection as the Tom Pettit Community Park.
- E. Authorization to participate in the State ADO Multimodal Planning Division – Aeronautics Group's Airport Pavement Preservation Program for a project at the Prescott Municipal Airport, Ernest A. Love Field.
- F. Adoption of Ordinance No. 4825-1225 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, granting an overhead electric utility easement to Arizona Public Service Company in the area of A.C. Williams Granite Creek Park.
- G. Award of a three-year unit price contract to Hill Brothers Chemical Company for the purchase of gas chlorine in an amount not to exceed \$55,431.84; and award of a 3-year unit price contract to F2 Industries, LLC, for the purchase of calcium hypochlorite in an amount not to exceed \$27,877.20.
- H. Adoption of Ordinance No. 4826-1226 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, abandoning certain rights-of-way and purchasing and accepting rights-of-way for the Arizona State Land Department (Arizona Department of State Land Right-of-Way Application No. 14-53960); and adoption of Ordinance No. 4827-1227 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, abandoning certain rights-of-way and purchasing and accepting rights-of-way for the Arizona State Land Department (Arizona Department of State Land Right-of-Way Application No. 16-115501).
- I. Approval of a professional services agreement with Atkins North America, Inc., for engineering and construction support services for the Yavapai Hills Lower Pump Station (Zone 7) in an amount not to exceed \$312,000.00.

- J. Award of bid and contract with CLM Earthmovers, LLC, for the Cliff Rose/Blackhawk Drainage Improvements Project in the amount of \$850,567.10.
- K. Approval of a license agreement with the Prescott Chamber of Commerce for use of parking spaces in the City-owned lot.
- L. Request by CenturyLink for approval of night work to construct a vault and underground conduit for fiber optic cable at the intersection of Gurley and McCormick Streets.

**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

**COUNCIL AGENDA MEMO – February 28, 2012**  
PROCUREMENT ITEM FOR CONSENT AGENDA (\$10,000 - \$20,000)

**DEPARTMENT:** Public Works

**AGENDA ITEM CAPTION:** Purchase of a Submersible Pump for the Copper Canyon Wastewater Lift Station #1

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

**Department Director:** Mark Nietupski, Public Works Director

**City Manager:** Craig V. McConnell *Craig McConnell* **2-16-12**

Good(s) or Service(s) to be Purchased	
<b>Description of Item(s)</b> Check if Prof. Services ___	New Flygt Model 3153.181 Submersible Pump with Impeller
<b>Quantity</b>	1
<b>Necessity/Use</b>	Immediate - The Copper Canyon #1 lift station is running on one pump (no redundancy).

**Summary of Written Quotes (exclusive of tax) or Professional Services Proposals**

** See Note (1) below for professional services **			
	Vendor (Name and Location)	Price	Delivery/Schedule
x	1. James, Cooke & Hobson, Inc.	\$15,916.70	8 weeks ARO

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:** Wastewater Fund-Lift Station Rehab Program (7207810-8930-09587)

**Additional Comments:** The Copper Canyon #1 wastewater lift station recently experienced a pump failure and is currently running on one pump. Each of Prescott's 63 lift stations is equipped with multiple pumps for redundancy to assure compliance with regulatory requirements and avoid overflows. A second pump provides backup pumping capability in the event the other pump fails. The new pump comes with a 5-year warranty.

**Sole Source Comments:** In order to maintain operational interface at this lift station the necessary pump must be purchased from this Arizona distributor to avoid replacement of ancillary components which would be cost prohibitive.

**Attachments**    1. Price Quote from James, Cooke & Hobson, Inc.

**QUOTATION #021312-1EGM**

February 13, 2012

To: CITY OF PRESCOTT

Job Name: CP3152 REPLACEMENT PUMP

Attn: SCOTT GREGORIO  
Fax:

Location: PRESCOTT, AZ.  
Quotation By: Ed Martin  
Bid Date: ASAP

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Prices do not include any sales and/or use taxes. Applicable taxes will be added to the invoice at rate in effect at time of shipment. Interest shall accrue on past due amounts at 1.5% per month. Freight terms are F.O.B. factory full freight allowed.

Qty	Description	Each	Total
1	FLYGT MODEL NP3153-275 SUBMERSIBLE SEWAGE PUMP WITH 23HP, 230V-3PH MOTOR, 50 FEET OF POWER CABLE FLS (FLOAT LEAKAGE SENSOR) AND 4" DISCHARGE		\$14,559.00
	(9.3%) SALES TAX		\$1,357.71
	TOTAL		<b>\$15,916.70</b>

FREIGHT - INCLUDED  
SHIPMENT - 8 WEEKS ARO

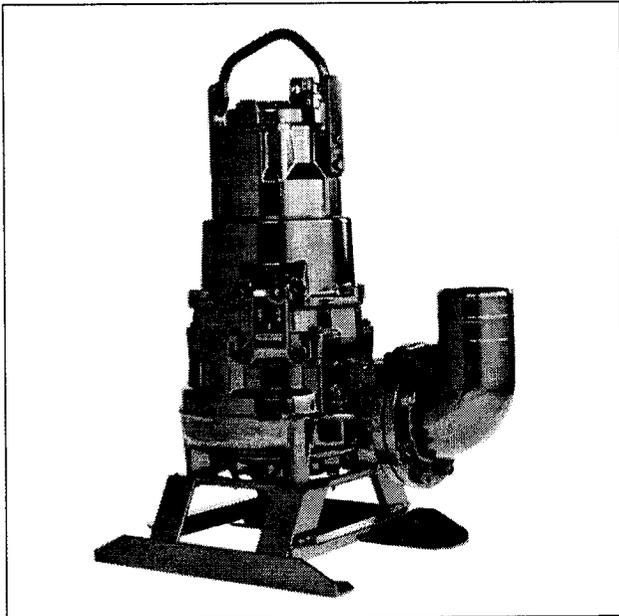
WARRANTY - FLYGT STANDARD 5 YEAR



# CS-3152.181

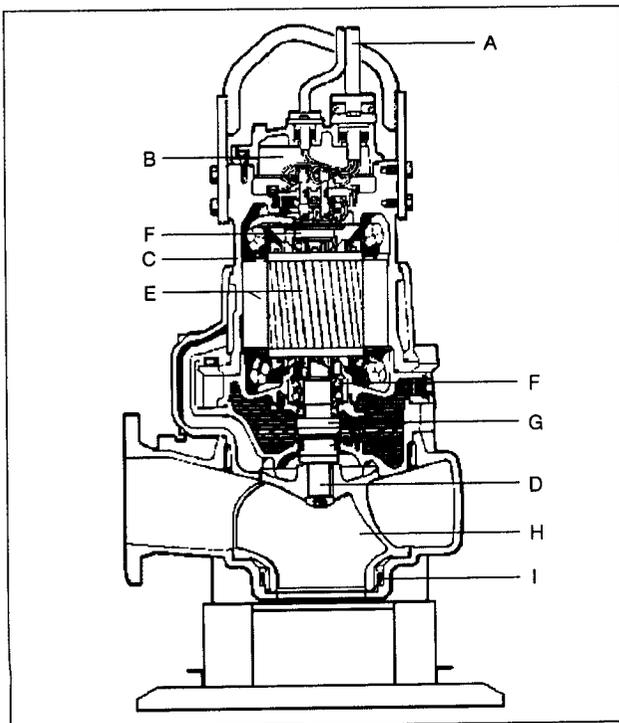
## Portable Solids Handling Pump

Capacity up to 4,000 GPM, heads up to 110 ft.



### Applications:

CS-3152.181 is ideal for pumping trash, mud, industrial waste, sludge, raw sewage, emergency by-pass etc.



### Specifications

- A **Cable.** Standard 16 m (50 ft.) of SubCab cable. Other lengths available.
  - B **Junction Chamber.** Cable entry incorporates a strain relief and grommet controlled compression sealing. Between the junction box and stator housing a rubber gland provides additional seal protection of the motor.
  - C **Pump Housing.** High strength, cast iron ASTM A48 No. 35B body. Static seals are leakproof Nitrile rubber O rings in precision machined grooves, with controlled compression.
  - D **Shaft.** Stainless steel AISI 431.
  - E **Motor.** Air filled, NEMA design B with class H (180°C) insulation. 4 pole, 1750 rpm or 6 pole, 1150 rpm. Shrink-fit to the motor housing. Allows at least 10 starts per hour. Built-in thermal sensors for additional motor overload protection.
  - F **Bearings.** Upper: single row roller bearing. Lower: two row angular ball bearing.
  - G **Shaft Seals.** Independent double face seals running in environmentally friendly, FDA approved (Standard #172.878) lubricant. Upper seal: tungsten carbide/tungsten carbide. Lower seal: tungsten carbide/tungsten carbide. Oil quantity: 4.75 quarts (4.5 l).
  - H **Impeller.** Non-clog closed type impeller. Material: cast iron ASTM A48 Class 35B. Maximum particle size: 4".
  - I **Wear ring.** Material: Nitrile rubber or Brass ASTM C 83 600.
- Fasteners.** Stainless steel AISI 304.

### Approval:

CSA approved to UL Standard #778 and CSA C22.2 #108.



### Controls (not shown).

Manual controls, magnetic starter type, providing short circuit and overload protection, housed in EEMAC3 enclosure. Other enclosure types (EEMAC4, EEMAC12) are optional.

### Options:

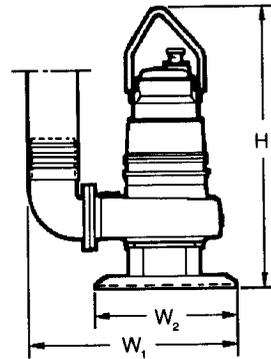
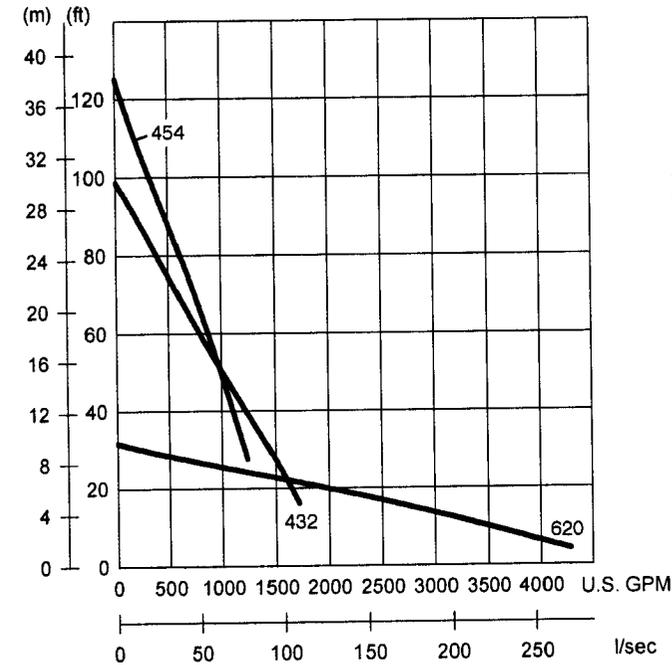
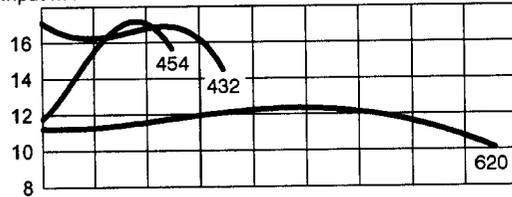
**Explosionproof FM** approved variants **CS 3152.091**; warm liquid version.

### Accessories.

Zinc anodes.

**CS-3152.181**  
Performance Data

Power Input kW



**Dimensions**

Discharge connection	W <sub>1</sub> inches	W <sub>1</sub> mm	W <sub>2</sub> inches	W <sub>2</sub> mm	H inches	H mm	Weight lbs.	kg
<b>6" High Head</b>								
6" Hose conn.	33	838	23 3/4	603	43	1090	680	308
<b>8" Standard</b>								
8" Hose conn.	33	838	23 3/4	603	44 1/2	1128	710	322
<b>10" High Volume</b>								
10" Hose conn.	42	1067	23 3/4	603	48 1/4	1225	980	445

VERSION	IMP. CODE	HP	PHASE	VOLTS	FLA	STARTING CURRENT	CABLE SIZE AWG
High Head HT 6"	454	20	3	208	60	363	4/3-2-1-GC
				230	52	316	4/3-2-1-GC
				460	26	158	8/3-2-1-GC
				600	21	126	10/3-2-1-GC
Standard MT 8"	432	20	3	208	60	363	4/3-2-1-GC
				230	52	316	4/3-2-1-GC
				460	26	158	8/3-2-1-GC
				600	21	126	10/3-2-1-GC
High Vol. LT 10"	620	14	3	208	41	225	6/3-2-1-GC
				230	37	196	6/3-2-1-GC
				460	18	98	12/7
				600	15	78	12/7

Note: Other impellers available, please consult your ITT Flygt representative.

**SALES • SERVICE • RENTALS**

Coquitlam, B.C., Tel.: (604) 941-6664, Fax: (604) 941-3659 • Calgary, Alta., Tel.: (403) 279-8371, Fax: (403) 279-0948 • Edmonton, Alta., Tel.: (780) 489-1961, Fax: (780) 486-5530  
 Saskatoon, Sask., Tel.: (306) 933-4849, Fax: (306) 931-0051 • Winnipeg, Mb., Tel.: (204) 235-0050, Fax: (204) 235-0066 • Concord, On., Tel.: (905) 760-7530, Fax: (905) 760-7527  
 Ottawa, On., Tel.: (613) 225-9600, Fax: (613) 225-5496 • Sudbury, On., Tel.: (705) 560-2141, Fax: (705) 560-8260 • Thunder Bay, On., Tel.: (807) 625-9560, Fax: (807) 625-9970  
 Pointe-Claire, Qc., Tel.: (514) 695-0133, Fax: (514) 695-7990 • Beauport, Qc., Tel.: (418) 667-1694, Fax: (418) 666-9593 Val d'Or, Qc., Tel.: (819) 825-0792, Fax: (819) 825-5677 •  
 Moncton, N.B., Tel.: (506) 857-2244, Fax: (506) 859-8612 • Halifax, N.S., Tel.: (902) 450-1177, Fax: (902) 450-1170 • St. John's, Nfld., Tel.: (709) 722-6717, Fax: (709) 722-9832

Flygt



<b>COUNCIL AGENDA MEMO – February 28, 2012</b>
<b>DEPARTMENT:</b> City Clerk
<b>AGENDA ITEM:</b> Public Hearing and consideration of a liquor license application from Jiten Sibal, applicant for Green Fili LLC for a Series 12, <i>Restaurant</i> , license for Filiberto's Mexican Food located at 576 Miller Valley Road

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Elizabeth A. Burke, City Clerk	
<b>Finance Director:</b> Mark Woodfill	
<b>Acting City Manager:</b> Craig McConnell <i>Craig McConnell</i>	<i>2-3-12</i>

A Liquor License Application, City No. 12-193, State No.12133510, has been received from Jiten Sibal, applicant for Green Fili LLC for a Series 12, *Restaurant*, license for **Filiberto's Mexican Food** located at 576 Miller Valley Road.

The public hearing will be held at the Regular Council Meeting of Tuesday, February 28, 2012. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

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

<b>Recommended Action:</b> (1) <b>MOVE</b> to close the Public Hearing, and (2) <b>MOVE</b> to approve/deny Liquor License Application No.12133510, for a Series 12, <i>Restaurant</i> , license for Filiberto's Mexican Food located at 510 Miller Valley Road.
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## **R19-1-102. Granting a License for a Certain Location**

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

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

### **Historical Note**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. (Also available a Series 09S – Sampling Privileges)

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

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. (Also available a Series 10S – Sampling Privileges)

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

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

**SERIES 12 -- Restaurant License**

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

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

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

**SERIES 14 -- Club License**

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

**SERIES 15 -- Special Event License**

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

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

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

**SERIES 17 -- Direct Shipment License**

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

**COUNCIL AGENDA MEMO – February 28, 2012**

**DEPARTMENT:** City Council

**AGENDA ITEM:** Appointment of Members to the City of Prescott's various Boards/Commissions: Advisory & Appeals Board, Acker Trust Board, Board of Adjustment, CDBG Citizen Advisory Committee, Fire Board of Appeals, Municipal Property Corporation, Parks and Recreation Board, Planning and Zoning Commission, Prescott Preservation Commission; and selection of respective Chairman and Vice Chairman

**Approved By:**

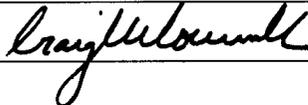
**Date:**

**Council Appointment Committee:**

Councilmen Blair, Hanna and Lamerson

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



2-21-12

**Background**

On February 10, 2012, the Council Appointment Committee, consisting of Councilman Lamerson (Chairman) and Councilmen Blair and Hanna, met to discuss and determine their recommendations for appointments to the various Boards and Commissions of the City. Based on the outcome of that meeting, the following are the Committee's recommendations for Council consideration at their meeting of February 28, 2012.

**ADVISORY & APPEALS BOARD**

Appoint Ric Sturdevant (Mechanical)

Term to expire 03/2015

Reappoint George Sheats (General)

Term to expire 03/2015

There remain two vacancies on this Board – one to represent Electrical and one to represent Plumbing, and we will continue to advertise for those vacancies.

Appoint Chairman: Thomas Menser

Vice Chairman: Marty Goodman

**ACKER TRUST**

Reappoint Jim McCasland

Term to expire 03/2014

Seymour Petrovsky

Term to expire 03/2014

Steve Stazenski

Term to expire 03/2014

Appoint Bob Bockrath

Term to expire 03/2014

Nicholas Perry

Term to expire 03/2014

Appoint Chairman: Steve Stazenski

Vice Chairman: Jim McCasland

**Agenda Item:** Appointment of Members to the City of Prescott's various Boards/Commissions: Advisory & Appeals Board, Acker Trust Board, Board of Adjustment, CDBG Citizen Advisory Committee, Fire Board of Appeals, Municipal Property Corporation, Parks and Recreation Board, Planning and Zoning Commission, Prescott Preservation Commission

**BOARD OF ADJUSTMENT**

Reappoint Johnnie Forquer Term to expire 03/2015  
Appoint James DiRienzo Term to expire 03/2015

Appoint Chairman: Mike Klein  
Vice Chairman: Greg Lazell

**CDBG CITIZEN ADVISORY COMMITTEE**

Reappoint Jerry Jones Term to expire 03/2014  
Pamela Wickstrom Term to expire 03/2014  
Miriam Haubrich Term to expire 03/2014  
Jim Johnson Term to expire 03/2014  
Appoint Mary Ann Suttles Term to expire 03/2014

Appoint Chairman: Mary Ann Suttles

**FIRE BOARD OF APPEALS**

Reappoint Harvey Emery Term to expire 03/2014  
Mike King Term to expire 03/2014

Appoint Chairman: Judith Haley  
Vice Chairman: Sharon Nordyke

**MUNICIPAL PROPERTY CORPORATION**

Appoint Steve Burton

**PARKS AND RECREATION BOARD**

Reappoint Mike King Term to expire 03/2014  
Rowle Simmons Term to expire 03/2014  
Janelle Riedl Term to expire 03/2014  
Appoint Wayne Howell Term to expire 03/2014  
Ted Blake Term to expire 03/2014

Appoint Chairman: Janelle Riedl  
Vice Chairman: Mike King



II-C

**COUNCIL AGENDA MEMO – February 28, 2012**

<b>DEPARTMENT:</b> Parks & Recreation
<b>AGENDA ITEM:</b> Request approval of a license agreement for the existing Prescott Boxing Gym within the Grace Sparkes Activity Center

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b> Joe Baynes, Parks and Recreation Director		
<b>Finance Director:</b> Mark Woodfill		
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>		2-21-12

**Background:**

The Parks and Recreation Department provides space within the Grace Sparkes Activity Center for the Prescott Boxing Gym. It is located east of the basketball court, under Prescott Access Channel 13, and occupies a total of approximately 1260 square feet with different rooms. This use dates to the early 1980s shortly after the building became a recreation center, and was originally established using a Community Development Block Grant and an informal agreement with the Prescott Police Athletic League. No formal agreement has existed for occupying the space, and this action is complementary to the Department's efforts to secure formal agreements for all organizations occupying facilities under Parks and Recreation Department purview.

Prescott Boxing Gym is a club under USA Amateur Boxing Inc., a 501(c)(3) non-profit organization. The primary objective has always been to provide boxing instruction to youth, of whom 32 are currently participating in the program. Instruction is specifically limited to the sport of boxing, and martial arts or other forms are not permitted.

<b>Recommended Action:</b> MOVE to approve a license agreement for the existing Prescott Boxing Gym within the Grace Sparkes Activity Center.
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# LICENSE AGREEMENT

## Prescott Boxing Gym

**Prescott Athletic League Boxing - A club under USA Amateur Boxing, Inc.**

City Agreement # \_\_\_\_\_

**THIS LICENSE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PRESCOTT, a municipal corporation, hereinafter referred to as "Licensor", and PRESCOTT BOXING GYM, hereinafter referred to as "Licensee";

### WITNESSETH:

**WHEREAS**, Licensor owns the Grace Sparkes Activity Center at 824 E. Gurley Street, within which the Prescott Boxing Gym currently occupies a room adjacent to the basketball gym, in which property is more particularly identified as partially encompassing portions of Yavapai County Assessor's Parcel Number 114-04-045; and

**WHEREAS**, Licensee is a club under USA Amateur Boxing, Inc., a 501 (c) 3 non-profit organization; and

**WHEREAS**, Licensee will continue to provide a community recreational activity that will have a benefit to the public; and

**WHEREAS**, Licensor acknowledges the public benefit to be derived from Licensee's operations at the Prescott Boxing Gym, and has complied with its charter obligations pertaining to the use of real property; and

**WHEREAS**, Licensor acknowledges that the Prescott Boxing Gym has occupied said space since the 1980s, and used Community Development Block Grant monies under a previous informal agreement through the now defunct Prescott Police Athletic League.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL 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, the parties hereto agree as follows:

1. **LOCATION OF THE PRESCOTT BOXING GYM.** The real property upon which the Prescott Boxing Gym is operating is a room adjacent to the basketball court within the City-owned Grace Sparkes Activity Center, and partially encompassing a portion of Yavapai County Assessor's Parcel Number 114-04-045 in Prescott.

2. **EFFECTIVE DATE OF LICENSE AGREEMENT; PREMISES.** The term of this License Agreement shall be year-to-year beginning on the effective date listed in Paragraph 3 of this License Agreement. Upon the Effective Date, the terms of this License Agreement shall thereafter govern Licensee's right to possess and its actual possession of that part of the Prescott Boxing Gym. Subject to the terms and conditions of this License Agreement, Licensee shall accept the real property and associated public parking in "as-is" condition as of the Effective Date.

3. **TERM & CANCELLATION.** The initial term of this License Agreement shall begin on \_\_\_\_\_ (the "Effective Date") and shall continue for 365 calendar days past the effective date and shall automatically renew

every year thereafter unless terminated by either party through the termination provisions set forth herein. The term of this Agreement is subject to annual review, cancellation and renewal provisions herein, and both parties reserve the right to review the performance of the other and maintenance and operations of the licensed premises every year during the month of May proceeding the next fiscal year of this agreement.

In the event that either Licensor or Licensee or both of them determines based upon such annual review for any reason not to continue with the License Agreement, either may give the other party ninety days (90 days) written notice of intent to cancel, and the License Agreement shall be cancelled with no further obligations by either party upon the expiration of the ninety day (90 day) period after a notice of intent to terminate by either party. Accordingly, the term for this License Agreement is intended to be subject to the right of either or both parties to cancel the License Agreement after ninety days (90 days) following written notice to the other of cancellation. Unless earlier terminated or cancelled as herein provided, at the expiration of this initial License Agreement term, the License Agreement will automatically renew for a new one year (1 year) period.

4. **RENT.** In consideration of the public benefit to be realized from Licensee's operations at the Prescott Boxing Gym, as more particularly set forth in Paragraph 7 and 9 of this License Agreement, Licensee shall pay rent to Licensor in the annual amount of One Dollar (\$1.00) payable each year commencing on the Effective Date and each year thereafter on the anniversary of the Effective Date for the remainder of the term of this License Agreement and any extensions thereof.

5. **ABANDONMENT.** If Licensee abandons the Licensed Premises, Licensee shall automatically forfeit any and all rights under this License Agreement, and Licensor may exercise any and all available remedies as set forth in Paragraph 13 of this License Agreement or as allowed by law. Abandonment as used in this paragraph shall be deemed to have taken place upon the Licensee closing the Licensed Premises to the public for seven (7) consecutive days, excluding, however, closures (i) required due to national or natural disaster or local emergency, (ii) necessary to allow Licensee or Licensor to comply with their obligations under this License Agreement, (iii) occurring due to circumstances beyond Licensee's control or (iv) for which Licensee has given prior written notice to Licensor and Licensor has approved thereof in writing before the date set for closure.

6. **LICENSEE'S RESPONSIBILITIES.** During the term of this License Agreement, Licensee's responsibilities shall be as follows:

A. Licensee shall provide a schedule to the Parks and Recreation Department of the City when the boxing gym is being used each week.

B. Licensee shall, at Licensee's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term of this License Agreement. Such statutes, ordinances, rules, regulations, orders and requirements shall similarly govern the use of the property after this License is entered into by the parties.

C. Licensee shall ensure that no lien shall encumber, be placed upon or recorded against the Licensed Premises, or upon any other estate or reversion of

Licensor in the Licensed Premises or improvement thereon, and should any such lien arise, Licensee, at its own cost and expense, shall bond or otherwise discharge the same within ten days after receiving notice thereof.

D. Licensee shall make no alterations or additions to the Licensed Premises without Licensor's prior written consent. It is further understood and agreed that under no circumstances is the Licensee to be deemed the agent of the Licensor for any alteration, repair or operation of the Licensed Premises.

E. Licensee shall not assign, mortgage or encumber this License Agreement nor sublet the Licensed Premises, without the prior written consent of the Licensor in each instance. The consent of the Licensor to an assignment or subletting shall not be construed to relieve the Licensee from obtaining the consent, in writing, of the Licensor to any further assignment or subletting.

F. Licensee shall not hold Licensor responsible for any theft or vandalism that may occur within the boundaries of the Licensed property.

G. Licensee hereby agrees to defend, indemnify, and hold harmless Licensor, its officers, employees, agents, successors or assigns herein (collectively the "Indemnified Party"), in both their public and private capacities, from and against any and all causes of action, claims, demands, expenses, liabilities, judgments, costs, losses or damages that any Indemnified Party may suffer or be subject to on account of, or in any way relating to or growing out of any and all known or unknown personal injuries, up to and including death, property damages, or claims of any type or any other matter in any way relating to the Premises, to Licensee's operations at the Licensed

Premises, to such matters arising from acts or omissions by patrons or invitees of the Licensee, or to the Licensee's use of the City Property; provided, however, that the Arizona laws, statutes, court cases and other laws pertaining to comparative fault apply to any and all of the matters subject to this paragraph and to Licensee's obligation to indemnify, defend and hold harmless any Indemnified Party.

H. Licensee expressly agrees that the provisions in Paragraphs 6(I) and 6(J) of this Lease Agreement are intended to be as broad and inclusive as is permitted by City of Prescott Ordinances and the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall continue in full legal force and effect. Further, it is understood by Licensee that Licensor is not responsible for the acts or omissions of any other tenant or its patrons or invitees on the City Property and that the provisions of Paragraph 6(I) and 6(J) do not apply thereto. Indemnification resulting from damage to portions of City Property Licensed by any other tenant or from the actions of such tenant's officers, employees, agents, successors or assigns, patrons or invitees shall not be the responsibility of Licensor. In cases where damage shall be to the common areas of the City Property shall be caused jointly by the Licensee and any other tenant, the Arizona laws, statutes, court cases and other laws pertaining to comparative fault shall apply.

I. The Licensee shall obtain and maintain in effect during the term of this Agreement a policy or policies of liability insurance with limits not less than those stated. The insurance requirements herein are minimum requirements for this contract, and in no way limit the indemnity covenants contained in this contract.

## INSURANCE REQUIREMENTS

### a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

-General Aggregate	\$2,000,000
-Products Completed Operations	\$1,000,000
-Personal & Advertising Injury	\$1,000,000
-Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Licensee".

Licensee shall provide copies of such policy or policies to Licensor upon request. Licensor may adjust liability insurance amounts and requirements as Licensor deems reasonably necessary, or as may be required because of changes in the insurance requirements imposed by the Licensor's insurer or by applicable law. Licensee shall comply with such adjustments or increases, within such reasonable time period as is requested by Licensor.

The insurance shall be in a form and from an insurance company with A.M. Best's rating of at least A-VII. The Licensee shall furnish certificates of insurance evidencing the required coverage. Such certificates shall provide for unequivocal thirty-day (30) notice of cancellation or material change of any policy limits or conditions.

J. The terms and conditions of this License Agreement shall be binding upon Licensee, its successors, heirs and assigns.

K. Should it become necessary for any Indemnified Party to incur costs and expenses to retain the services of an attorney to enforce the indemnity and

defense provisions of this License Agreement, or any portion thereof, Licensee agrees to pay such Indemnified Party's reasonable costs and attorneys' fees thereby expended, or for which liability is incurred as provided by law; provided, however, that Licensee and the Indemnified Party shall mutually select the attorney or attorneys providing the services.

L. Except as otherwise provide herein, Licensee shall be solely responsible

for any and all costs associated with its programs and operations at the Prescott Boxing Gym, including but not limited to costs relating to materials, employees and reception services.

M. Licensee shall permit an inspection of the Licensed Premises by Licensor, or Licensor's agents or representatives, during reasonable hours, at any time during the term of this License Agreement. If access to the Licensed Premises for such purposes cannot be obtained, or if at any time an entry shall be deemed necessary for the protection of the Prescott Boxing Gym whether for the benefit of the Licensor or Licensee, the Licensor, its agents or representatives, may enter the Licensed Premises to accomplish such purposes. The provisions contained in this paragraph are not to be construed as creating or increasing any obligation on the part of the Licensor under this License.

N. Licensee hereby agrees to provide proof of payments of any and all personal property taxes and insurance coverage required under the terms of this License Agreement to the Licensor.

7. **USE OF THE PROPERTY.** The prime consideration of this License Agreement is the public benefit to be realized from Licensee's operations of the Prescott Boxing Gym at the Licensed Premises.

8. **SURRENDER OF PREMISES.** It is agreed that at the expiration of the term of this License Agreement, or any sooner termination of this License Agreement, Licensee will quit and surrender the Licensed Premises in good order and condition as reasonable use and wear thereof will permit, damage by the elements excepted. If Licensee should hold over the said term with the consent, express or implied, of Licensor, such holding over shall be construed as a tenancy only from month to month, and the Licensee shall continue to abide by the terms of this License Agreement during said holdover period. Any improvements made to the property shall become the sole property of the City at the end of the License.

9. **DEFAULTS.**

A. The occurrence of any one or more of the following events shall constitute a material default and breach of this License by Licensee:

- i. Licensee vacating or abandoning the Licensed Premises.
- ii. Licensee's failure to observe or perform any of the covenants, conditions, or provisions of this License Agreement to be observed or performed by Licensee, where such failure shall continue for a period of thirty (30) days after written notice hereof from Licensor to Licensee.
- iii. (a) The making by Licensee of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Licensee of a

petition to have Licensee adjudged a bankrupt entity or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the premises or of Licensee's interest in the License, where possession is not restored to Licensee within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Licensee's assets located at the premises or of Licensee's interest in this License, where such seizure is not discharged within thirty (30) days.

B. The occurrence of any one or more of the following events shall constitute a material default and breach of this License by Licensor:

i. Licensee's failure to observe or perform any of the covenants, conditions, or provisions of this License Agreement to be observed or performed by Licensee, where such failure shall continue for a period of thirty (30) days after written notice hereof from Licensor to Licensee.

#### 10. **REMEDIES.**

A. The parties hereto expressly covenant and agree that they will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement through negotiation. If, however, a matter has not been resolved within a reasonable period of time, upon the written demand of either party, the matter shall be resolved by arbitration in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 *et seq.*

A party desiring arbitration shall serve upon the other, a writing (the "Notice") describing, in general terms, the controversy and naming such party's Arbitrator. Within twenty (20) days after said Notice the other party shall serve upon the party demanding arbitration a writing (the "Response"), describing, in general terms, any additional issues to be arbitrated and naming its Arbitrator. Within seven (7) days thereafter the two Arbitrators shall meet, and at that time or within seven (7) days thereafter shall appoint a third Arbitrator. If the two Arbitrators cannot agree upon the third Arbitrator, either party may apply to the Arizona Superior Court in and for Yavapai County pursuant to the provisions of A.R.S. §12-1503 for appointment of the third Arbitrator. The three Arbitrators, immediately after appointment of the third Arbitrator, shall appoint a time and place and otherwise proceed under the provisions of A.R.S. §12-1505.

B. Subject to the arbitration provisions of Section 13A, if Licensor or Licensee determines that the other party has not fulfilled its duties or obligations under this License Agreement, this License Agreement may be terminated by that party upon 90 days (90 days) written notice to the other party, with or without cause. However, the party desiring to terminate this agreement must provide notice as to the specific manner in which the other party has not fulfilled the aforementioned duties. The party deemed to be failing its duties or obligations would then have 30 days to implement a solution before final notice of termination is issued.

C. If Licensee is in material breach of this License Agreement, Licensor may re-take possession of the Licensed Premises and remove therefrom all of

Licensee's property and all persons then thereon. Any entry and/or re-entry by the Licensor, whether had or taken under what is generally known as summary proceedings, or otherwise, as provided by the terms of this License, shall not be deemed to absolve or discharge the Licensee from liability hereunder.

D. If Licensor is in material breach of this Agreement such that Licensee cannot reasonably comply with its obligation hereunder, Licensee may terminate this License Agreement by providing no less than thirty (30) days written notice thereof.

11. **NOTICES.** Any notice required or permitted to be given pursuant to this License Agreement shall be in writing and may be served personally or by regular mail, addressed to Licensor or Licensee respectively at the following addresses (until written notice of change of address is provided by either party to the other):

To Licensor:

City of Prescott  
Director – Parks & Recreation Dept.  
P.O. Box 2059  
Prescott, Arizona 86302

With a copy to the Prescott City Manager and City Attorney at the foregoing address;

Prescott City Manager  
P.O. Box 2059  
Prescott, Arizona 86302

Prescott City Attorney  
P.O. Box 2059  
Prescott, Arizona 86302

To Licensee:

Prescott PAL Boxing  
P.O.Box 3542  
Prescott, AZ 86302-3542

12. **WAIVER.** The waiver by any party hereto of any breach or breaches by the other party of any one or more of the covenants, agreements, conditions, or obligations herein contained or the acceptance of any delinquent payments shall not bar the party from seeking a forfeiture or any other rights or remedies in the event of any subsequent breach of any such or other covenants, agreements, conditions, or obligations.

13. **SEVERABILITY.** The invalidity of any provision of this License Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.

14. **CHANGE IN LICENSE.** The making, execution and delivery of this License Agreement have not been induced by any representation, statement, warranties or agreements other than those herein expressed. The parties mutually agree that this License Agreement supersedes all other previous and/or other agreements bearing upon the above premises, and it is further agreed that no changes to or in this License shall be made without being in writing, agreed to and signed by all parties hereto.

15. **CONSTRUCTION.** The terms and conditions of this License Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

16. **PREPARATION OF AGREEMENT.** This License Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this License Agreement is not to be construed against either party.

17. **WAIVER OF ATTORNEY FEES.** The parties hereto expressly covenant and agree that in the event of litigation either through the Arbitration process, or a claim litigated in a court of competent jurisdiction arising from this License Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the License Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, state or federal court rule, or state or federal common laws.

18. **CONFLICT OF INTEREST.** Pursuant to A.R.S. Section 38-511, Licensor may cancel this License Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the License Agreement on behalf of the City of Prescott is, at any time while the License Agreement or an extension of the License Agreement is in effect, an employee or agent of any other party to the License Agreement in any capacity or a consultant to any other party of the License Agreement with respect to the subject matter of the License Agreement. In the event of the foregoing, Licensor further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this License Agreement on behalf of the Licensor from any other party to the License Agreement arising as a result of this License Agreement.

19. **NON-DISCRIMINATION CLAUSE.** The Licensee, with regard to the provisions of services to the general public pursuant to this License, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status. The Licensee 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, and Executive Orders 99-4 and 2000-4.

20. **CONTRACT ADMINISTRATOR.** The Contract Administrator for the purposes of this License shall be the City of Prescott – Parks and Recreation Department Director (or designee), until such time that a different contract administrator is designated by the Prescott City Manager. Whenever the consent of the City of Prescott is required pursuant to the terms of this License Agreement, the Contract Administrator is hereby empowered to give such consent on behalf of the Licensor, with the exception of changes to the License Agreement pursuant to Paragraph 17, which are required to be approved by the Prescott City Council.

**PASSED, APPROVED AND ADOPTED** by the Mayor and Council of the City of Prescott this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

APPROVED AS TO FORM:

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

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

LICENSEE:

**PASSED, APPROVED AND ADOPTED** by Prescott Boxing Gym, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
Jacob Magallanez, Director

II-D

**COUNCIL AGENDA MEMO – February 28, 2012**

**DEPARTMENT:** Parks & Recreation

**AGENDA ITEM:** Resolution No. 4122-1232 approving the naming of Tom Pettit Community Park

**Approved By:**

**Date:**

**Department Head:** Joe Baynes, Parks and Recreation Director

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



2-21-12

**Background:**

In the spring of 2011, a citizen-led effort was initiated to designate undeveloped parkland in downtown Prescott in honor of Tom Pettit to be called the Tom Pettit Community Park. More specifically, the area is immediately northwest of the Sheldon-Montezuma Intersection, and serves as a gateway to Prescott's Greenways, associated City trails, and the new community garden. A new informational kiosk installed in honor of Tom Pettit was dedicated at the site on May 4, 2011.

Thomas Pettit Ph.D passed away in September 2010, and made many contributions to the above area, and Prescott's overall quality of life. More specifically, Tom served on the City Council-adopted Master Plan Committee for the Prescott Downtown Greenways in 2000, and was instrumental in Phase I and II of implementation that included fundraising, negotiating easements with property owners, grant writing, public meetings, and trail construction. Tom was also active in open space conservation, to include serving as President of the Open Space Alliance of Central Yavapai County, while working closely with the former Mayor's Open Space Advisory Committee. Tom worked as a mathematics and chemistry instructor for Embry-Riddle Aeronautical University and other area schools.

On July 27, 2011, the Parks and Recreation Board unanimously approved naming the area to Tom Pettit Community Park. Staff proposes formally naming this area the Tom Pettit Community Park.

**Recommended Action:** MOVE to adopt Resolution No. 4122-1232.

## RESOLUTION NO. 4122-1232

### A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DESIGNATING THE UNDEVELOPED PARKLAND IN DOWNTOWN PRESCOTT IMMEDIATELY NORTHWEST OF THE SHELDON-MONTEZUMA INTERSECTION AS THE TOM PETTIT COMMUNITY PARK

#### RECITALS:

WHEREAS, in the Spring of 2011, a citizen-led effort was initiated to designate undeveloped parkland in downtown Prescott in honor of Tom Pettit to be called the Tom Pettit Community Park; and

WHEREAS, the area is located immediately northwest of the Sheldon-Montezuma Intersection, and serves as a gateway to Prescott's greenways, associated City trails, and the new community garden. A new informational kiosk installed in honor of Tom Pettit was dedicated at the site on May 4, 2011; and

WHEREAS, Thomas Pettit, Ph.D passed away in September 2010 and made many contributions to the above area and Prescott's overall quality of life. Tom served on the City Council's Master Plan Committee for the Prescott Downtown Greenways in 2000 and was instrumental in Phase I & II of implementation of the Master Plan that included fundraising, negotiating easements with property owners, grant writing, public meetings and trail construction. Tom Pettit was also active in open space conservation and served as president of the Open Space Alliance of Central Yavapai County, working closely with the former Open Space Advisory Committee; and

WHEREAS, in order to fully express the thanks and appreciation of the Council, the staff and the citizenry of Prescott, it is deemed fitting and appropriate to honor Tom Pettit's public service contributions to the City of Prescott by designating the aforesaid undeveloped parkland in downtown Prescott in honor of Tom Pettit to be called the Tom Pettit Community Park.

#### ENACTMENTS:

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

Section 1. That the area located immediately northwest of the Sheldon-Montezuma intersection, which serves as a gateway to Prescott's greenways, associated City trails, and to the new community garden shall hereafter be designated the Tom Pettit Community Park in honor of Tom Pettit's many public service contributions.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28<sup>th</sup> day of February, 2012.

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

ATTEST:

APPROVED AS TO FORM:

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

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

# Tom Pettit Community Park - Prescott's Greenways



**Current Community Garden Site**  
↓

← **Greenways Trails connecting various destinations**

**Proposed Tom Pettit Community Park** ↑

**Public Parking** →



*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: 2.22.2012

<b>COUNCIL AGENDA MEMO – February 28, 2012</b>
<b>DEPARTMENT:</b> Airport
<b>AGENDA ITEM:</b> Authorization to participate in the State ADOT Multimodal Planning Division - Aeronautics Group's Airport Pavement Preservation Program for a project at the Prescott Municipal Airport, Ernest A. Love Field

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Benjamin Vardiman, Airport Manager	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	<i>2-17-12</i>

**SUMMARY**

This is a request to authorize participation with the ADOT Multimodal Planning Division Aeronautics Group to perform pavement preservation at the airport in accordance with the State's Airport Pavement Preservation Program. The Aeronautics Group will be responsible for the design, construction, administration, management, and oversight of this project as well as 90% funding of the project preliminarily estimated in the amount of \$353,700 with the City providing the remaining 10% of funding estimated in the amount of \$39,300.

**BACKGROUND**

ADOT Aeronautics began the Airport Pavement Preservation Program in 2000 as a way to help community airports maintain their pavements in accordance with FAA requirements. The program consists of triennial pavement evaluations conducted by an ADOT hired consultant firm and the resultant reports for each individual airport are prepared and distributed. Each year the state then develops tentative projects based upon the ranked pavement conditions across the state as well as the program's funding budget.

The last report was in August of 2010 and recommended approximately \$4.5 million in pavement preservation needs over the next 5 years from 2011-2015. One of the higher priority needs identified at Prescott was an overlay of Runway 12/30. This runway has not received any pavement preservation work since 1996 and is in need of attention. This project would provide crack sealing and an asphalt overlay of the runway along with repainting of the runway markings to extend the life of the pavement.

After a response indicating that the City wishes to participate in the pavement project, staff will meet with ADOT representatives to coordinate and schedule the final design work as well as preparing the Airport Intergovernmental Agreement for Council consideration and approval. A preliminary discussion with ADOT staff has indicated that the IGA and this project will be completed in FY 2013.

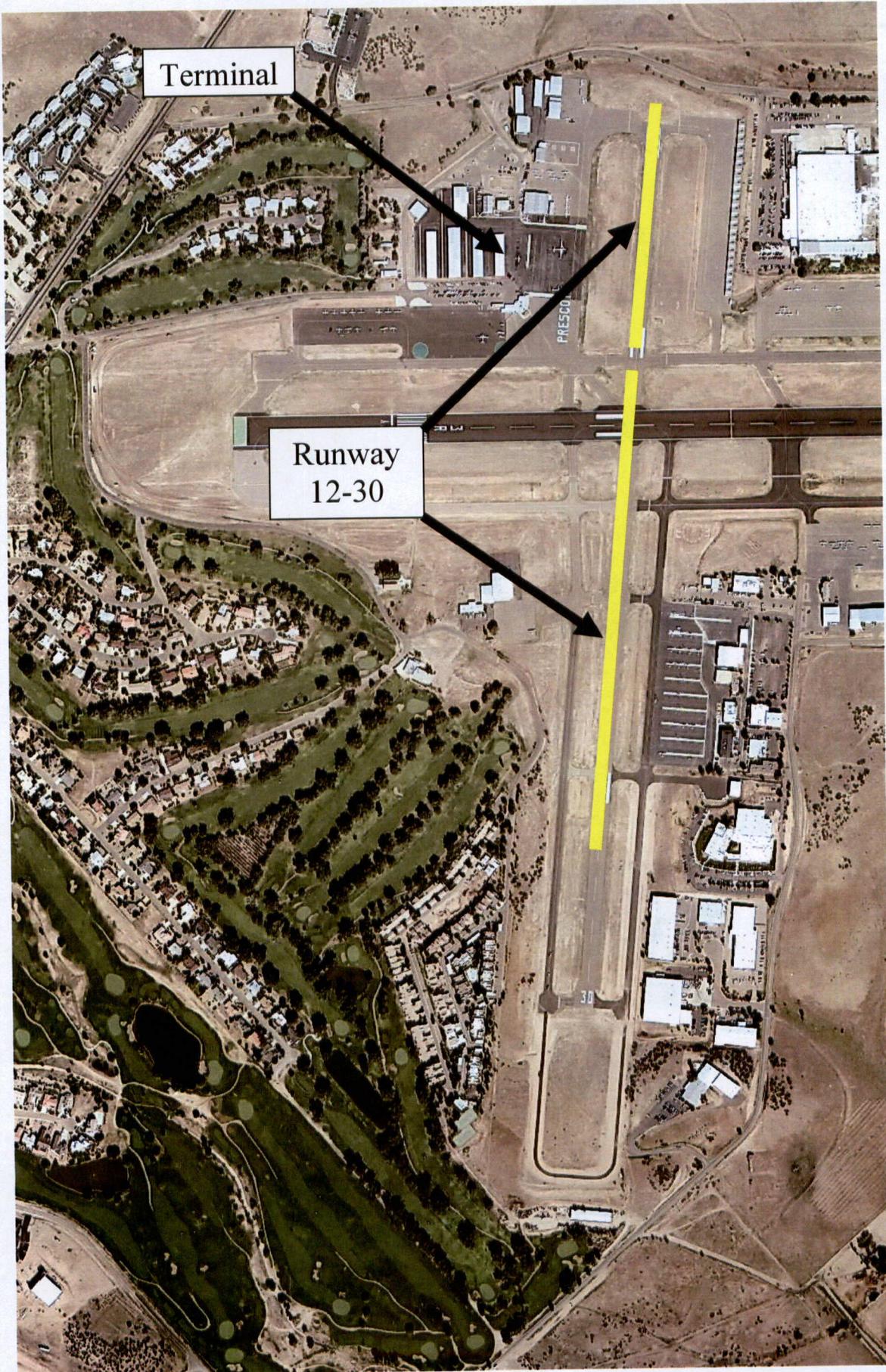
**Agenda Item:** Authorization to participate in the Airport Pavement Preservation Program administered by ADOT Aeronautics for a project at Prescott Municipal Airport, Ernest A. Love Field

## **FINANCIAL**

The project cost is 90% funded by the State (estimated at \$353,700) and is 10% funded by the City (estimated at \$39,300). The City's share will be collected by the State at the time the Airport IGA is approved by Council and executed with the State. It is anticipated that this project will be budgeted and completed in FY 2013.

**Recommended Action:** **MOVE** to authorize the participation in the State ADOT Multimodal Planning Division - Aeronautics Group's Airport Pavement Preservation Program for a project at the Prescott Municipal Airport, Ernest A. Love Field and further directing City staff to execute any and all related documents necessary to convey said authorization to the State.

**Agenda Item:** Authorization to participate in the Airport Pavement Preservation Program administered by ADOT Aeronautics for a project at Prescott Municipal Airport, Ernest A. Love Field



**COUNCIL AGENDA MEMO – February 28, 2012**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Adoption of Ordinance No. 4825-1225 to grant an Overhead Electric Utility Easement across A.C. Williams Granite Creek Park to Arizona Public Service Company

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski, Public Works Director	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	<i>2-17-12</i>

**Item Summary**

This item is to grant an Overhead Electric Utility Easement to Arizona Public Service Company (APS) for overhead power lines across the A.C. Williams Granite Creek Park.

**Background**

APS is in the process of reconstructing their overhead 69 KV and 12 KV electrical lines through the Granite Creek Park. Existing wood poles are being replaced with Core-Ten steel poles along an adjusted alignment generally parallel to, and 5 to 8 feet south of, the previously existing overhead lines. The overhead lines within Granite Creek Park were part of a larger reroute and upgrade project from the Sam Hill Substation to the Willow Creek Substation to increase capacity, reliability, and provide a less congested and safer route. The adjusted alignment through Granite Creek Park does not impact park use.

During design of the new overhead facilities, APS determined the existing easements were not well defined and required update and modification to perfect the alignment, improve safety, and avoid conflicts with existing facilities. As a result, a Temporary License Agreement was issued to APS to reconstruct their electrical lines, with the understanding that APS would acquire a permanent easement which is the subject of this request.

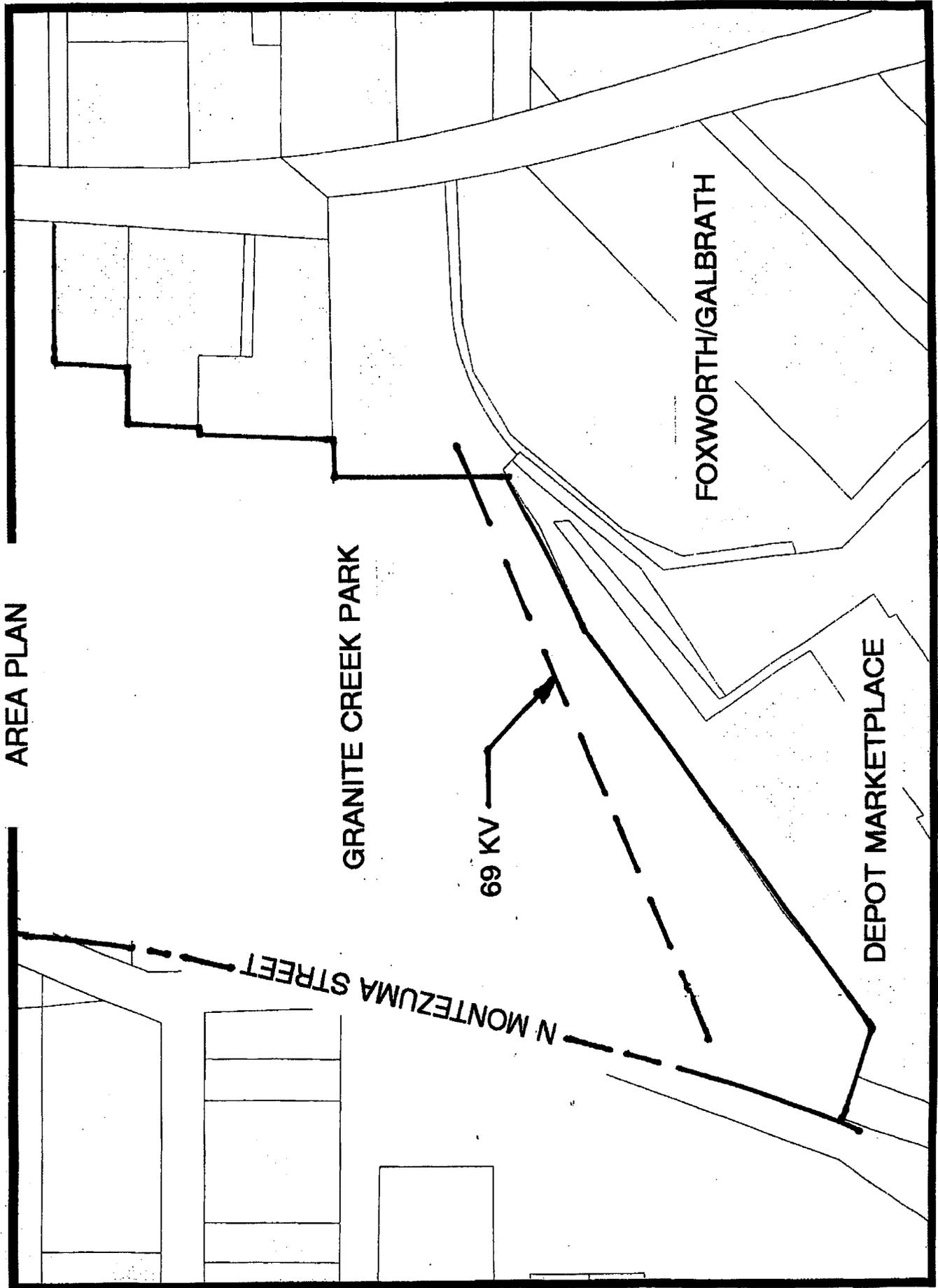
ASI Appraisers, a third party independent appraiser, has determined the value of the easement to be \$24,000.00, which amount APS will pay the City for the overhead electric utility easement across A.C. Williams Granite Creek Park.

**Attachments**

- Area Plan
- Ordinance No. 4825-1225 (including Easement as Exhibit 1)

**Recommended Action:** MOVE to adopt Ordinance No. 4825-1225.

AREA PLAN



**ORDINANCE NO. 4825-1225**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, GRANTING AN OVERHEAD ELECTRIC UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY IN THE AREA OF A.C. WILLIAMS GRANITE CREEK PARK**

**RECITALS:**

WHEREAS, the City Council of the City of Prescott has determined that granting of an overhead electric utility easement across the A.C. Williams Granite Creek Park to Arizona Public Service Company (APS), more particularly described in the attached Exhibit "1" would benefit the City of Prescott, and such granting of easements is provided for by the Arizona Public Service Company Franchise Agreement with the City of Prescott.

**ENACTMENTS:**

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

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

SECTION 2. THAT APS will pay the City of Prescott \$24,000.00 for the overhead electric utility easement across the A.C. Williams Granite Creek Park located at 554 Sixth Street.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28<sup>th</sup> day of February, 2012.

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

ATTEST:

APPROVED AS TO FORM:

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

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

When recorded, mail to:

**EXHIBIT '1'**

CITY OF PRESCOTT  
CITY CLERK  
Interoffice Mail  
Prescott, AZ 86302

OVERHEAD ELECTRIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Prescott, a municipal corporation of the State of Arizona, hereinafter called "Grantor", hereby grants unto Arizona Public Service Company, an Arizona corporation duly franchised by the City of Prescott and doing business in the State of Arizona, hereinafter referred to as the "Grantee", its successors or assigns, the right of ingress and egress over and through the following described property, for overhead electric utility purposes, to use and construct same, together with the right to construct, maintain and place any and all overhead electric utilities therein, the Overhead Electric Utility Easement being more particularly described on the attached Exhibits "A".

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

GRANTOR CITY OF PRESCOTT :

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Gary D. Kidd  
Prescott City Attorney

STATE OF ARIZONA )

) ss.

County of Yavapai )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

GRANTEE:

BY: \_\_\_\_\_  
James Looney

Arizona Public Service Company  
ITS: Section Leader, Land Services Department

ATTEST:

STATE OF ARIZONA )

) ss.

County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

SE-33-14N-2W  
APN: 113-13-040A  
W342410  
RCB/PJF

**EXHIBIT "A"**  
(Easement Premises)

A Right of Way Easement for electric power lines and associated facilities situated in the Southeast quarter of Section 33, Township 14 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona being thirty (30) feet in width, lying fifteen (15) feet each side of the following described centerline:

COMMENCING at the East one quarter corner of said Section 33, being a found General Land Office Brass Cap;

THENCE: South 89° 21' 46" West (basis of bearings for this description), a distance of 668.47 feet to a found ½ rebar with no identification at the Northeast corner of that certain parcel of land, as recorded in Book 1039 of Official Records, pages 799 through 803, inclusive, on file in the Yavapai County Recorder's Office, Yavapai County, Arizona;

THENCE: South 00° 38' 14" East, along the east boundary of said real property, a distance of 174.95 feet to the TRUE POINT OF BEGINNING of the easement herein described;

THENCE: South 69° 10' 59" West a distance of 155.57 feet;

THENCE: South 67° 02' 47" West a distance of 235.96 feet;

THENCE: South 66° 59' 06" West a distance of 308.98 feet to a POINT OF TERMINATION on the West line of said real property.



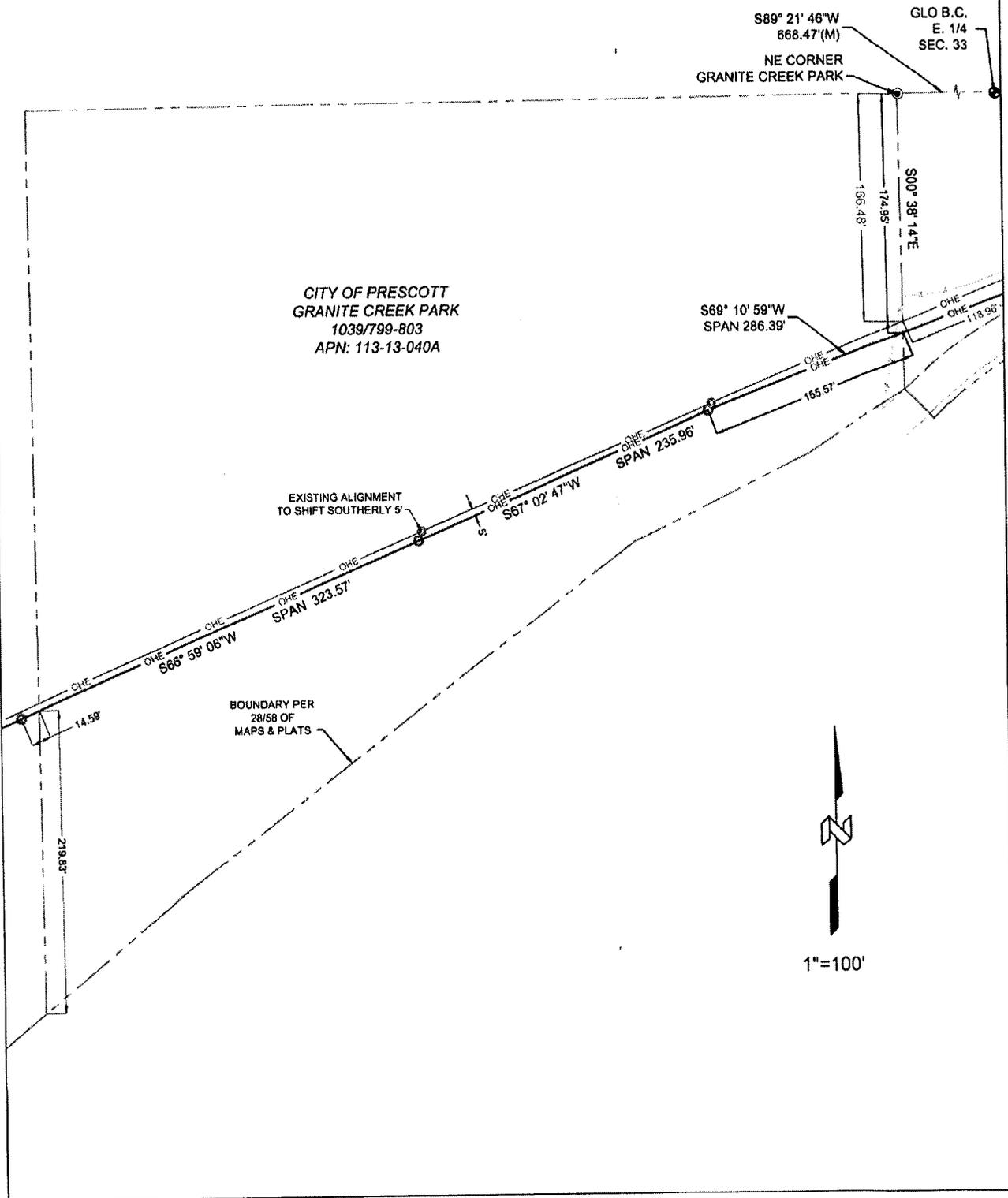
The Power to Make it Happen  
SURVEY NOTES

INDEX NWP-11-83

CUSTOMER: 69KV-REBUILD  
W#: W342410

CITY: PRESCOTT  
DATE: 07/08/11

SE 1/4 SEC 33 T 14N R 2W  
CREW: FRAHER-COMBS



**COUNCIL AGENDA MEMO – February 28, 2012**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Award of a 3-year unit price contract to Hill Brothers Chemical Company for the purchase of gas chlorine in an amount not to exceed \$55,431.84; and award of a 3-year unit price contract to F2 Industries, LLC, for the purchase of calcium hypochlorite in an amount not to exceed \$27,877.20

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski, Public Works Director	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	2-28-12

**Item Summary**

This item is to award unit price contracts with Hill Brothers Chemical Company to provide gas chlorine and F2 Industries to provide calcium hypochlorite, both commodities are used by the City Wastewater Division for disinfection purposes. The initial contract terms are for a three-year period, subject to annual adoption of the City budget, with two additional one-year options for renewal. In the event the options to renew the contract are approved by Council in the future the contract term could be as long as 5 years. The contract amounts of \$55,431.84 and \$27,877.20 are for the initial 3-year terms based on an expected annual cost of \$18,477.28 and \$9,292.40 respectively. Payment is on a per unit basis inclusive of all costs associated with the supply, delivery, and taxes. Annual price adjustments may be requested by either party on the contract anniversary date each year in proportion to the year to year change in the last published Consumer Price Index (CPI), with a maximum yearly adjustment (either upward or downward) of six percent (6%).

**Background**

Wastewater Operations uses approximately 48,300 pounds of gas chlorine and 5,200 pounds of calcium hypochlorite each year. Gas chlorine is supplied in one ton and 150 pound cylinders. Calcium hypochlorite is supplied in 100 pound containers. Gas chlorine is used for effluent disinfection to meet regulatory standards and algae control. Calcium hypochlorite is used to reduce the biological buildup in sand filter media, reduce vector attraction, and to disinfect contaminated areas.

On January 22, 2012, a Notice Inviting Bids for supply and delivery of chlorine gas cylinders and granulated calcium hypochlorite was advertised. Three bids were received on February 9, 2012, from the following companies:

**AGENDA ITEM:** Award of a 3-year unit price contract to Hill Brothers Chemical Company for the purchase of gas chlorine in an amount not to exceed \$55,431.84; and award of a 3-year unit price contract to F2 Industries, LLC for the purchase of calcium hypochlorite in an amount not to exceed \$27,877.20.

**Bid Results**

Company	Bid Item	Cost (\$)
Hill Brothers Chemical Co. Phoenix, Arizona	1) 1-Ton Cylinder Gas Chlorine	<b>\$759.64</b>
	2) 150-Pound Gas Chlorine Cylinder	\$122.96
	3) 100-Pound Bucket Calcium Hypochlorite	\$185.81
Thatcher Company Of Arizona Salt Lake City, Utah	1) 1-Ton Gas Chlorine Cylinder	\$893.43
	2) 150-Pound Gas Chlorine Cylinder	No Bid
	3) 100-Pound Bucket Calcium Hypochlorite	\$186.41
F2 Industries, LLC Smyrna, Tennessee	1) 1-Ton Gas Chlorine Cylinder	No Bid
	2) 150-Pound Gas Chlorine Cylinder	No Bid
	3) 100-Pound Bucket Calcium Hypochlorite	<b>\$178.70</b>

Following review of the bids and accompanying documents, Hill Brothers Chemical Co. and F2 Industries, LLC have met the bid requirements have been determined to be the lowest, responsive, responsible bidder for the respective commodities. Written bid confirmations have been received from Hill Brothers Chemical Co. and F2 Industries, LLC.

**Budget**

FY 12 funding to purchase chlorine gas and granulated calcium hypochlorite is available in the Wastewater Fund. (Budget accounts 7205855-8250 and 7205860-8250)

**Budget Impacts**

Bid item	Previous Contract Price	This Contract Price	Estimated Annual Usage	Annual Cost Difference
1-Ton Chlorine Gas Cylinder	\$850.00 / ton	\$759.64 / ton	24 tons	-\$2,168.64
150-Pound Chlorine Gas Cylinder	\$169.50 / cylinder	\$122.96 / cylinder	2 cylinders	-\$93.08
100-Pound Calcium Hypochlorite Container	\$174.00 / bucket	\$178.70 / bucket	52 buckets	\$244.40
				<b>-\$2,017.32 (Annual Savings)</b>

**Recommended Action:** **MOVE** to award of a 3-year unit price contract to Hill Brothers Chemical Company for the purchase of gas chlorine in an amount not to exceed \$55,431.84 and; **MOVE** to award a 3-year unit price contract to F2 Industries, LLC for the purchase of calcium hypochlorite in an amount not to exceed \$27,877.20.

**COUNCIL AGENDA MEMO – February 28, 2012**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Adoption of Ordinance No. 4826-1226 to abandon certain portions of unnecessary right-of-way and purchase and accept right-of-way from the Arizona State Land Department; and Ordinance No. 4827-1227 to purchase and accept right-of-way from the Arizona State Land Department for water utility infrastructure north of State Route 69 and west of Prescott Lakes Parkway

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski, Public Works Director	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig V. McConnell <i>Craig McConnell</i>	2-17-12

**Item Summary**

Approval of this item will authorize abandonment and purchase of State Land for the Zone 56 Water Utility Improvement Project which will benefit the commercial and residential corridor along State Route 69 east of the SR 69/89 traffic interchange. Two applications to the Arizona State Land Department No.14-53960 and No.16-115501 are necessary to amend an existing right-of-way and acquire additional right-of-way to implement this project. The acquired rights-of-way are for the Zone 56 1.25 Million Gallon Storage Reservoir, future water main, and new Zone 7 Pump Station to be located north of State Route 69 and west of Prescott Lakes Parkway. Facilities insufficient for continued service and portions of existing water mains will be abandoned or relocated (See Project Location Site Map).

**Background**

The City's water system is comprised of over 90 different pressure zones due to the varying terrain within the community and differences in elevation. The numbers of zones are necessary to manage system pressures in conformance with American Water Works Association Standards. Each zone operates dependent upon adjacent zones for water supply although each effectively operates as an "independent component" of the overall system for a specific service area. Zone 56 is adjacent to and effectively feeds Zone 7.

On October 25, 2010, the City submitted two separate right-of-way applications to the Arizona State Land Department (ASLD).

Right-of-Way Application 14-53960 amends an existing 50-year right-of-way grant with abandonment of the existing Zone 7 pump station right-of-way and portions of water utility right-of-way, and serves to acquire additional right-of-way for the new Zone 7 pump station site and future water main connection.

**Agenda Item:** Adoption of Ordinance No. 4826-1226 to abandon certain portions of unnecessary right-of-way and purchase and accept right-of-way from the Arizona State Land Department; and Ordinance No. 4827-1227 to purchase and accept right-of-way from the Arizona State Land Department for water utility infrastructure north of State Route 69 and west of Prescott Lakes Parkway

Right-of-Way Application 16-115501 is for a perpetual term for the new Zone 56 1.25 MG reservoir site, new water line location connecting the reservoir site to the new Zone 7 pump station site and an additional water line right-of-way for future connectivity.

On October 12, 2011, an appraisal report was completed by the ASLD which valued the right-of-way acquisition associated with Application No. 14-53960 at \$7,464.00 for 0.65 acres; and Application No. 16-115501 at \$21,403.40 for 1.98 acres of land.

City Charter requires that acquisition or sale of real property be accomplished by adoption of an Ordinance. The acquisition of these rights-of-way will acquire an interest in real property. Upon adoption of these Ordinances the acquisition can proceed.

Per ASLD rules, new Right-of-Way Applications are required to go to auction and require the approval of the Commissioner and Board of Appeals, a 5 member board appointed by the Governor, to complete the acquisition. Due to the specific and detailed purpose of right-of-way use identified in the auction notice it is extremely rare that competitive bidding would occur due to the limitations described.

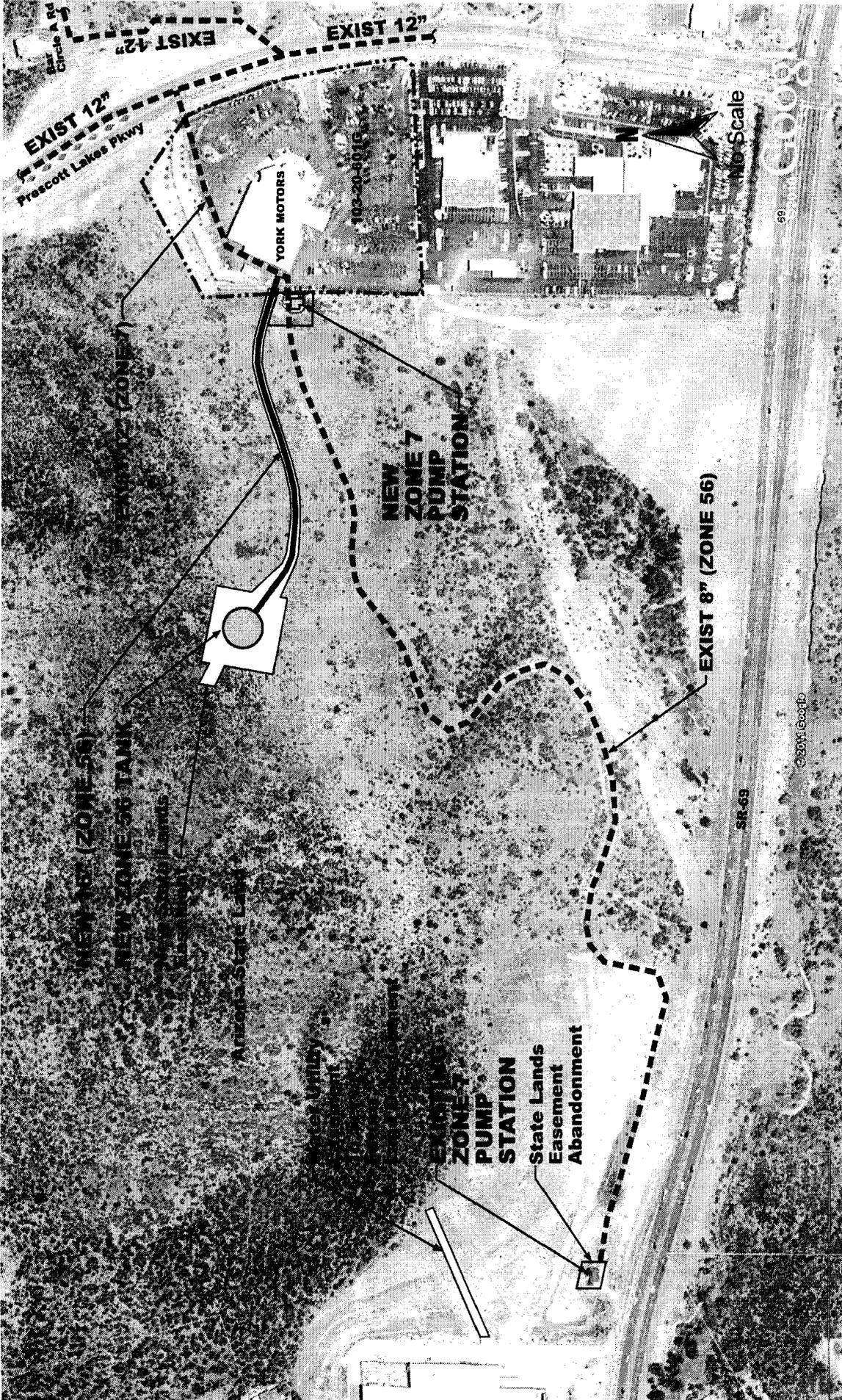
#### **Budget**

FY 12 funding is available for acquisition of necessary right-of-way for the project in the amount of \$28,867.40. (Source: Water Fund - Account No. 7007719-09553)

**Attachments**

- Site Map
- Exhibits "A" thru "C" for Application 16-115501
- Exhibits "A" thru "E" for Application 14-53960
- Ordinances

**Recommended Action:** **MOVE** to adopt Ordinance No. 4826-1226 and Ordinance No. 4827-1227.



**ATKINS**

H:\Wres\Cmmn\desInB\K\Mktl\Prop\Prescott\avapalr-S\City\Cncl\Indout.cdr Feb 13, 2012

**Proposed  
Zone 7/Zone 56  
Vicinity Map**



**ORDINANCE NO. 4826-1226**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ABANDONING CERTAIN RIGHTS-OF-WAY AND PURCHASING AND ACCEPTING RIGHTS-OF-WAY FROM THE ARIZONA STATE LAND DEPARTMENT (ARIZONA DEPARTMENT OF STATE LAND RIGHT-OF-WAY APPLICATION NO. 14-53960)**

**RECITALS:**

WHEREAS, the City Council of the City of Prescott has determined that certain rights of way granted to the City by the State of Arizona through its State Land Department, more particularly described in Exhibits "A", "B" and "C" hereto and made a part hereof, are not needed nor likely to be needed within a reasonable future time by the City; and

WHEREAS, this abandonment is in compliance with A.R.S. § 28-7201, et. seq.

WHEREAS, the City Council of the City of Prescott has determined that a Right-of-Way easement, more particularly described in Exhibits "D" and "E", attached hereto and made a part hereof, from the Arizona State Land Department, is needed by the City and will benefit the City of Prescott for public utility purposes; and

WHEREAS the owner of the property identified in the attached Exhibits "D" and "E" has agreed to grant an easement to the City for water utilities; and.

WHEREAS, the City Council of the City of Prescott wishes to abandon the Right-of-Way described on Exhibits "A" thru "C", and purchase and accept the Right of Way described on Exhibits "D" and "E"; and

WHEREAS, all acquisition costs for the purchase of Right-of-Way will be paid by the City Water Fund in an amount of \$7,474.00. The Right-of-Way to be purchased will be utilized for the Zone 7 future pump station and water main.

**ENACTMENTS:**

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

SECTION 1. THAT the City of Prescott abandons the Right-of-Way easement granted by the Arizona State Land Department as set forth in Exhibits "A" thru "C";

SECTION 2. THAT the City of Prescott agrees to purchase and accepts the easement Right-of-Way from the State Land Department as set forth in Exhibits "D" and "E".

SECTION 3. THAT the ATTACHED EASEMENTS, Exhibits "D" and "E" are hereby ordered to be recorded in the Office of the Yavapai County Recorder, Arizona.

SECTION 4. THAT the Mayor and staff are hereby authorized to execute any and all documents in order to carry out the conveyances set forth herein.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28<sup>th</sup> day of February, 2012.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**EXHIBIT 'A'**  
**PUMP STATION RIGHT-OF-WAY ABANDONMENT**  
**R/W #14-53960**

All that portion of the Northeast Quarter of Section 36, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

Commencing at the North quarter corner of Section 36, being a U.S.G.L.O. Brass Cap, Thence along the North-South midsection line of Section 36, S 00°00'00" E, 1,578.47 feet, to the intersection of the North right-of-way of State Route 69;

Thence S 77°00'00" E, 113.88 feet along the North line of State Route 69 to the Point of Beginning;

Thence N 01°00'00" E, 100.00 feet;

Thence S 77°00'00" E, 100.00 feet;

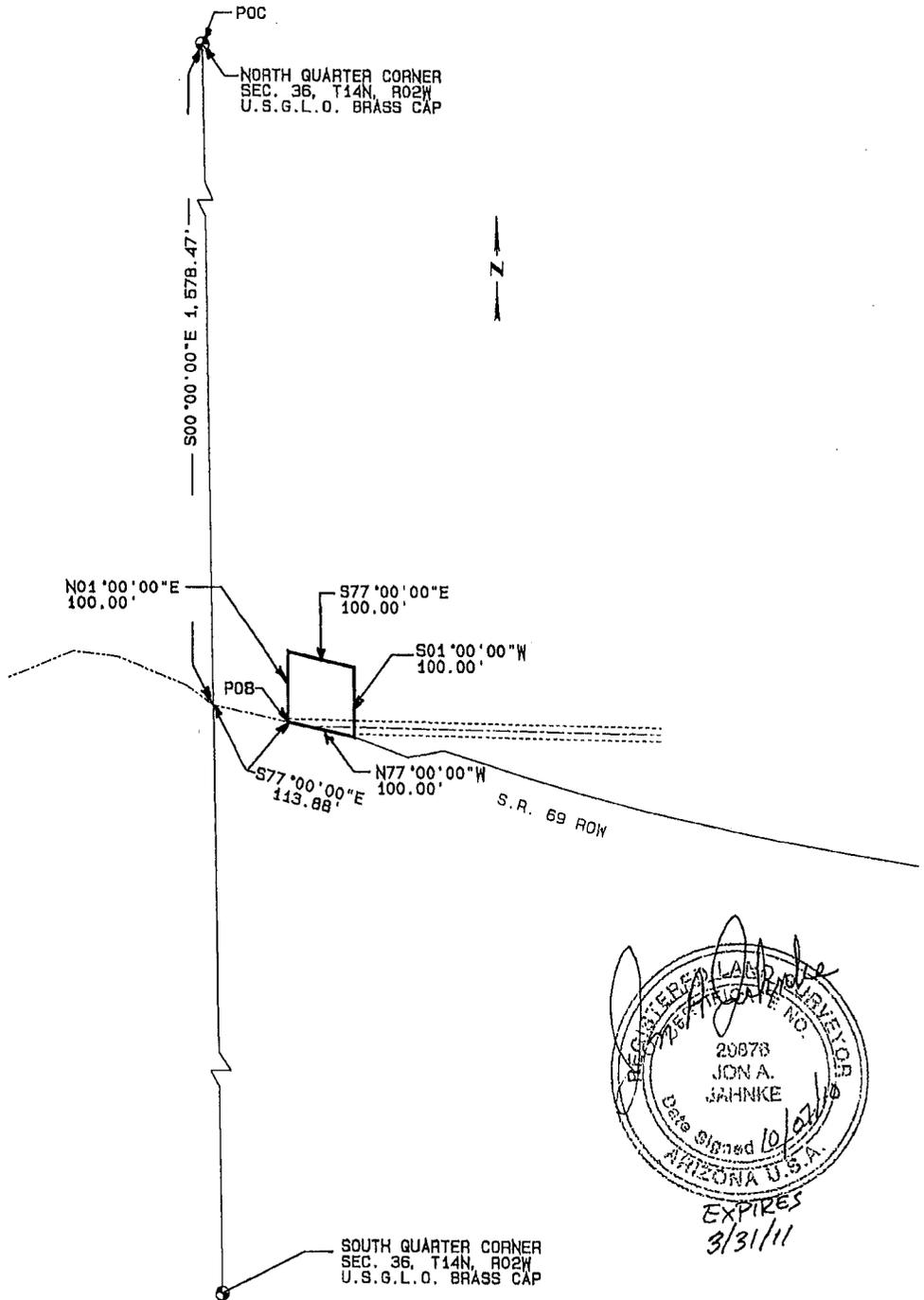
Thence S 01°00'00" W, 100.00 feet;

Thence N 77°00'00" W, 100.00 feet, to the Point of Beginning.

Containing 9,781.5 square feet or 0.22 acres more or less.



EXHIBIT 'A'  
**STATE LAND**  
 PUMP STATION RIGHT-OF WAY ABANDONMENT  
 R/W # 14-53960  
 NE 1/4 SECTION 36, TOWNSHIP 14 NORTH, RANGE 02 WEST,  
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



REGISTERED LAND SURVEYOR  
 PROFESSIONAL NO. 20878  
 JON A. JAHNKE  
 Date Signed 10/01/11  
 ARIZONA U.S.A.  
 EXPIRES 3/31/11

**EXHIBIT 'B'**  
**WATER LINE RIGHT-OF-WAY ABANDONMENT**  
**R/W #14-53960**

All that portion of the Northeast Quarter of Section 36, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

A 20.00 foot right-of-way, lying 10.00 feet each side of the following described centerline, the side lines are to be shortened or extended to meet with the North right-of-way of State Route 69;

Commencing at the North quarter corner of Section 36, being a U.S.G.L.O. Brass Cap, Thence along the North-South midsection line of Section 36, S 00°00'00" E, 1,578.47 feet, to the intersection of the North right-of-way of State Route 69;

Thence S 77°00'00" E, 141.00 feet along the North line of State Route 69 to the Point of Beginning;

Thence S 88°30'00" E, 525.00 feet;

Thence S 72°15'00" E, 53.00 feet;

Thence S 81°00'00" E, 61.00 feet;

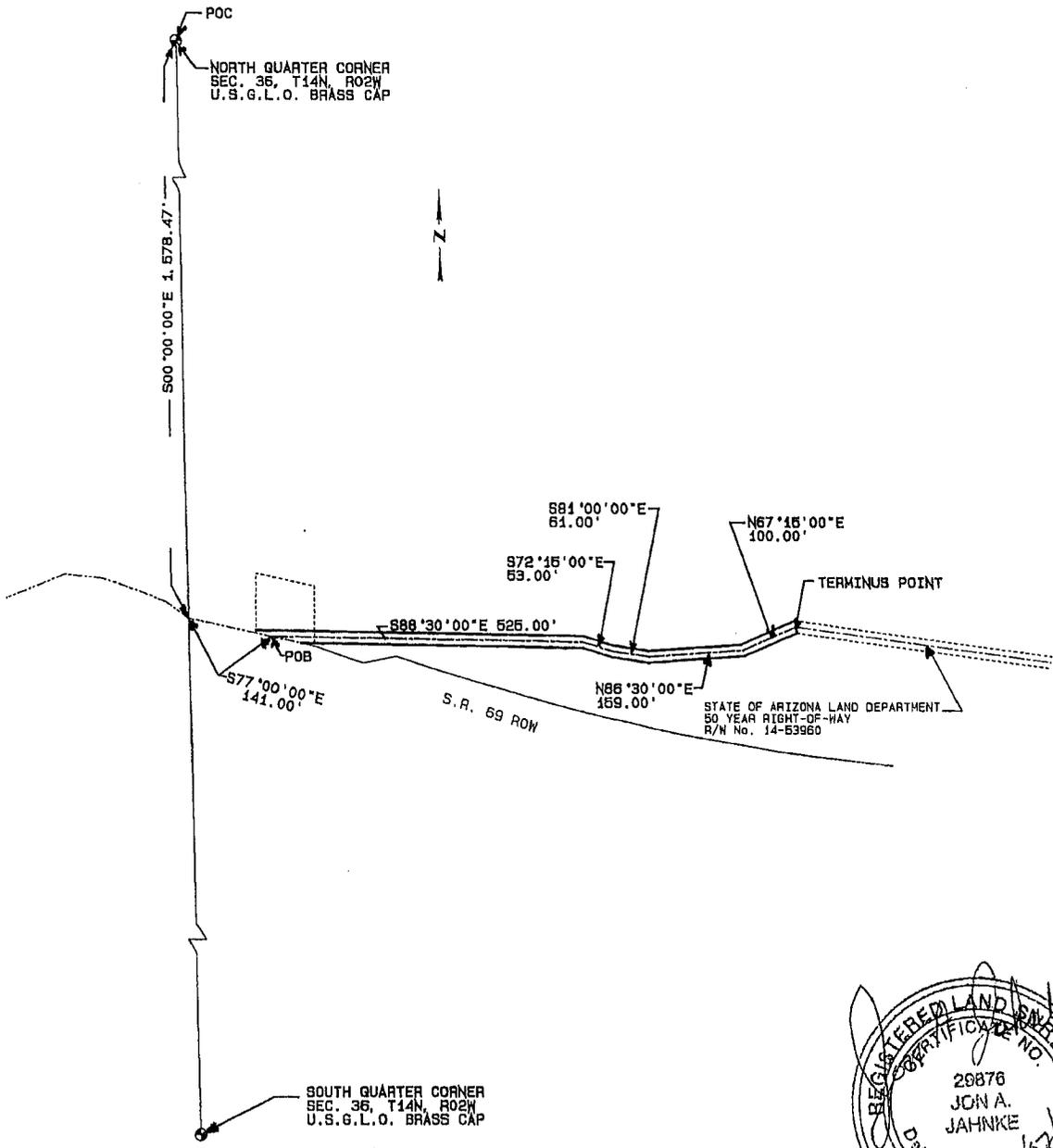
Thence N 86°30'00" E, 159.00 feet;

Thence N 67°15'00" E, 100.00 feet, to the terminus point of the right-of-way abandonment.

Containing 17,865.9 square feet or 0.41 acres more or less.



EXHIBIT 'B'  
**STATE LAND**  
 WATER LINE RIGHT-OF WAY ABANDONMENT  
 R/W # 14-53960  
 NE 1/4 SECTION 36, TOWNSHIP 14 NORTH, RANGE 02 WEST,  
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



REGISTERED LAND SURVEYOR  
 CERTIFICATE NO. 29876  
 JON A. JAHNKE  
 Date Signed 10/02/10  
 ARIZONA U.S.A.  
 EXPIRES 3/31/2011

**EXHIBIT 'C'**  
**WATER LINE ABANDONMENT**  
**R/W #14-53960**

All that portion of the Northeast Quarter of Section 36, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of Section 36, being a U.S.G.L.O. Brass Cap, Thence along the East line of Section 36, S 01°06'38" W, 762.84 feet, to the Point of Beginning;

Thence continuing along the East line of Section 36, S 01°06'38" W, 20.00 feet;

Thence N 87°43'20" W, 65.01 feet;

Thence N 01°06'38" E, 20.00 feet;

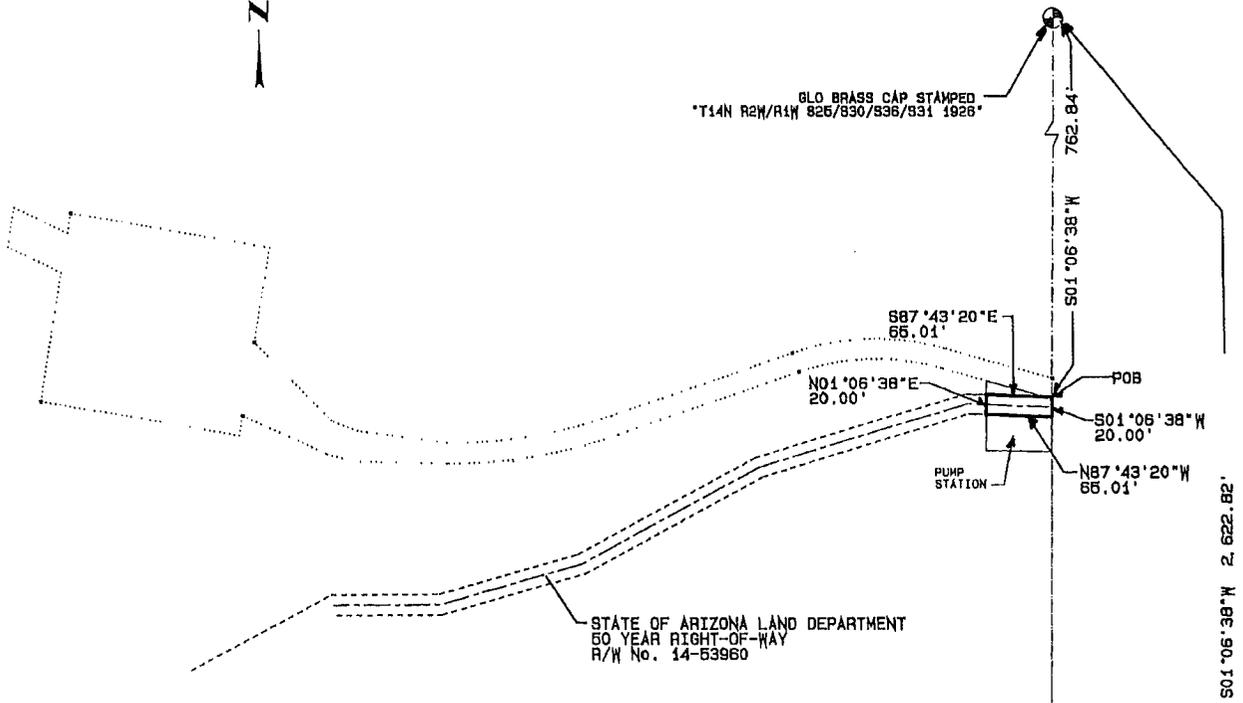
Thence S 87°43'20" E, 65.01 feet, to the Point of Beginning.

Containing 1,299.9 square feet or 0.03 acres more or less.



EXHIBIT 'C'  
**STATE LAND**  
**WATER LINE ABANDONMENT**  
 R/W # 14-53960

NE 1/4 SECTION 36, TOWNSHIP 14 NORTH, RANGE 02 WEST,  
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



6LO BRASS CAP STAMPED  
 "T14N R2W/R1W 826/830/836/831 1928"

S87°43'20"E  
 65.01'

N01°06'38"E  
 20.00'

762.84'

S01°06'38"W

POB

S01°06'38"W  
 20.00'

PUMP STATION

N87°43'20"W  
 65.01'

STATE OF ARIZONA LAND DEPARTMENT  
 50 YEAR RIGHT-OF-WAY  
 R/W No. 14-53960

S01°06'38"W 2,622.82'



1/2" REBAR WITH ALUMINUM CAP  
 STAMPED "HOOD/PLATEL T.14N,  
 R.2W/R.1W. S36/31 2007 RLS 27239"

**EXHIBIT 'D'**  
**AMENDED PUMP STATION LOCATION**  
**R/W #14-53960**

All that portion of the Northeast Quarter of Section 36, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of Section 36, being a U.S.G.L.O. Brass Cap, Thence along the East line of Section 36, S 01°06'38" W, 764.22 feet, to the Point of Beginning;

Thence continuing along the East line of Section 36, S 01°06'38" W, 53.00 feet;

Thence N 88°53'22" W, 65.00 feet;

Thence N 01°06'38" E, 70.00 feet;

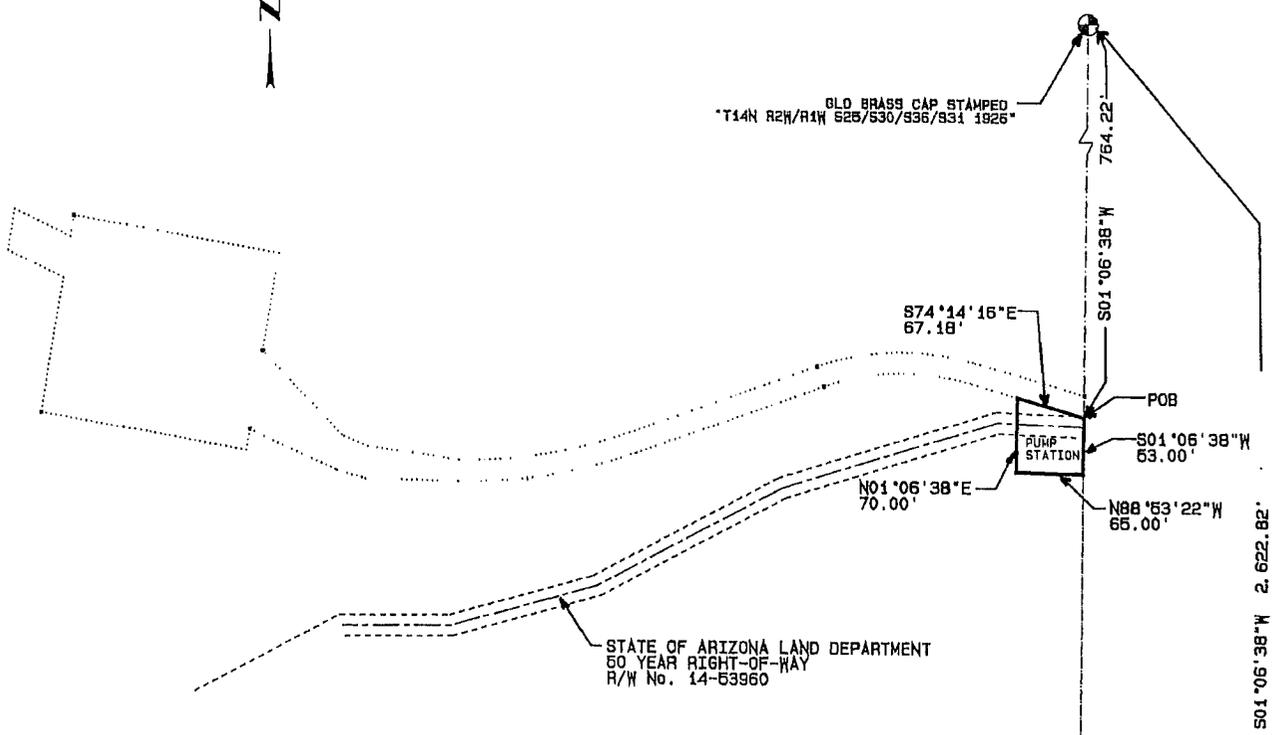
Thence S 74°14'16" E, 67.18 feet, to the Point of Beginning.

Containing 3,997.5 square feet or 0.09 acres more or less.



EXHIBIT 'D'  
**STATE LAND**  
 AMENDED PUMP STATION LOCATION  
 R/W # 14-53960

NE 1/4 SECTION 36, TOWNSHIP 14 NORTH, RANGE 02 WEST,  
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



OLD BRASS CAP STAMPED  
 "T14N R2W/R1W S25/S30/S36/S31 1926"

S74°14'16"E  
 67.18'

764.22'

S01°06'38"W

POB

PUMP STATION

S01°06'38"W  
 53.00'

N01°06'38"E  
 70.00'

N88°53'22"W  
 65.00'

STATE OF ARIZONA LAND DEPARTMENT  
 60 YEAR RIGHT-OF-WAY  
 R/W No. 14-53960

S01°06'38"W 2,622.82'



EXPIRES  
 3/31/11

1/2" REBAR WITH ALUMINUM CAP  
 STAMPED "WOOD/PLATEL T. 14N,  
 R. 2W/R. 1W. S36/31 2007 RLS 27239"

**EXHIBIT 'E'**  
**AMENDED WATER LINE RIGHT-OF-WAY**  
**R/W #14-53960**

All that portion of the Northeast Quarter of Section 36, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows;

A 20 foot water line right-of-way, lying 10.00 feet each side of the following described centerline, the side lines of which are to be shortened or extended to meet with the North-South midsection line of Section 36 and/or the North right-of-way of State Route 69;

Commencing at the North quarter corner of Section 36, being a U.S.G.L.O. Brass Cap, Thence along the North-South midsection line of Section 36, S 00°33'39" E, 1,473.77 feet, to the Point of Beginning;

Thence N 88°31'03" E, 12.94 feet;

Thence S 01°29'00" E, 117.30 feet;

Thence S 88°52'13"E, 262.62 feet;

Thence S 72°06'33" E, 252.52 feet;

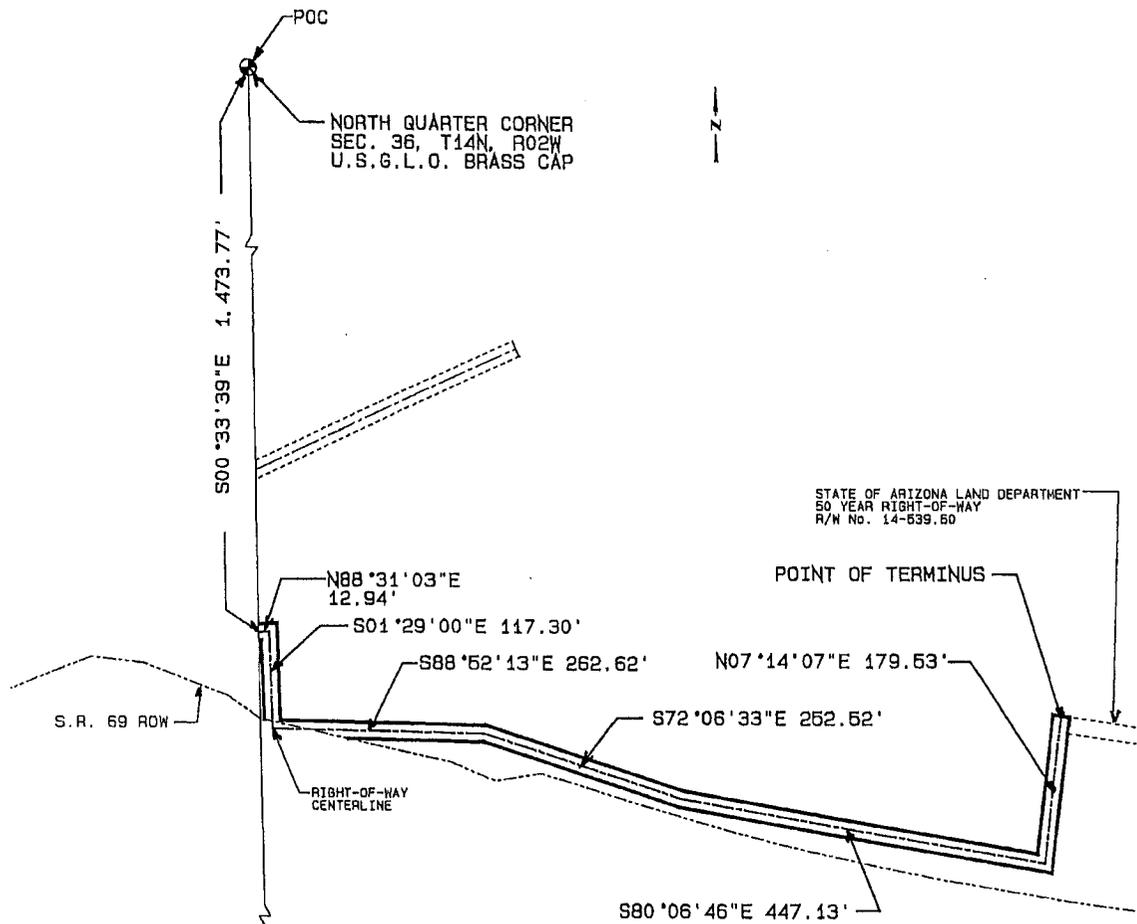
Thence S 80°06'46" E, 447.13 feet;

Thence N07°14'07"E, 179.53 feet to the terminus point of the right-of-way.

Containing 24,348.1 square feet or 0.56 acres more or less.



EXHIBIT 'E'  
**STATE LAND**  
 AMENDED WATER LINE RIGHT-OF WAY  
 NE 1/4 SECTION 36, TOWNSHIP 14 NORTH, RANGE 02 WEST,  
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



REGISTERED LAND SURVEYOR  
 29678  
 JON A. JAHNKE  
 Date Signed 10/07/10  
 ARIZONA U.S.A.  
 EXPIRES  
 3/31/11

**ORDINANCE NO. 4827-1227**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING RIGHT-OF-WAY FROM THE ARIZONA STATE LAND DEPARTMENT (ARIZONA DEPARTMENT OF STATE LAND RIGHT-OF-WAY APPLICATION NO. 16-115501) AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SUCH ACCEPTANCE**

**RECITALS:**

WHEREAS, the City Council of the City of Prescott has determined that accepting Right-of-Way from the Arizona State Land Department more particularly described in Exhibits "A" thru "C", attached hereto and made a part hereof, will benefit the City of Prescott; and

WHEREAS, the City Council of the City of Prescott wishes to accept the Right-of-Way described on Exhibits "A" thru "C"; and

WHEREAS, all acquisition costs for the Right-of-Way will be paid by the City Water Fund in an amount of \$20,780.00 plus an administration fee not to exceed 3% of the purchase price. The Right-of-Way will be utilized for the Zone 56 future water storage reservoir and water main.

**ENACTMENTS:**

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

SECTION 1. THAT the City of Prescott accepts Right-of-Way from the Arizona State Land Department as set forth in Exhibits "A" thru "C".

SECTION 2. THAT the Mayor and staff are hereby authorized to executed any and all documents to implement the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28<sup>th</sup> day of February, 2012.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**EXHIBIT 'A'**  
**RIGHT-OF-WAY**  
**TANK & WATER LINE MAINTENANCE ROAD**  
**R/W #16-115501**

**PARCEL 1**

All that portion of the Northeast Quarter of Section 36, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of Section 36, being a U.S.G.L.O. Brass Cap, Thence along the East line of Section 36, S 01°06'38" W, 743.55 feet, to the Point of Beginning;

Thence continuing along the East line of Section 36, S 01°06'38" W, 20.67 feet;

Thence N 74°14'16" W, 115.03 feet;

Thence Southwesterly along a curve to the left having a chord bearing of S 88°25'04" W, a chord length of 143.10 feet, a central angle of 34°41'21", and a radius of 240.00 feet;

Thence S 71°04'27" W, 196.22 feet;

Thence Southwesterly along a non-tangent curve to the right having a chord bearing of S 80°56'12" W, a chord length of 176.81 feet, a central angle of 20°31'32", and a radius of 516.00 feet;

Thence N 88°44'52" W, 91.02 feet;

Thence N 75°07'06" W, 28.61 feet;

Thence N 65°42'20" W, 91.90 feet, to the intersection of the Easterly line of the water tank site;

Thence N 10°00'00" E, 75.00 feet along the Easterly line of the water tank site;

Thence S 43°46'23" E, 109.16 feet;

Thence S 68°07'33" E, 27.73 feet;

Thence S 82°21'49" E, 89.20 feet;

## EXHIBIT 'A' CONTINUED

Thence Northeasterly along a non-tangent curve to the left having a chord bearing of N 80°56'12" E, a chord length of 169.96 feet, a central angle of 19°43'48", and a radius of 496.00 feet;

Thence N 71°04'27" E, 196.22 feet;

Thence Northeasterly along a curve to the right having a chord bearing of N 88°25'03" E, a chord length of 155.02 feet, a central angle of 34°41'21", and a radius of 260.00 feet;

Thence S 74°14'16" E, 109.80 feet, to the Point of Beginning.

Containing 20,234.4 square feet or 0.46 acres more or less.

### PARCEL 2

All that portion of the Northeast Quarter of Section 36, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of Section 36, being a U.S.G.L.O. Brass Cap, Thence along the North line of Section 36, S 89°34'21" W, 1,060.46 feet;

Thence S 00°25'39" W, 564.88 feet, to the Point of Beginning;

Thence S 64°25'49" E, 60.00 feet, to the intersection of the Westerly line of the water tank site;

Thence S 10°00'00" W, 40.00 feet, along the Westerly line of the water tank site;

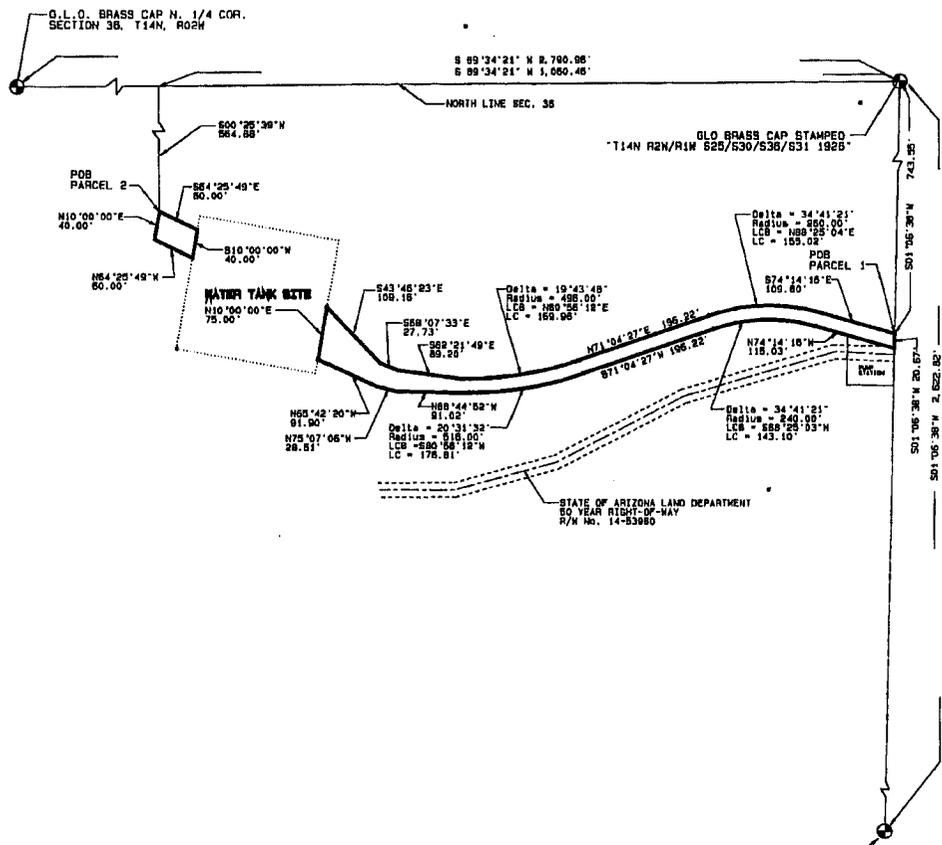
Thence N 64°25'49" W, 60.00 feet;

Thence N 10°00'00" E, 40.00 feet, to the Point of Beginning.

Containing 2,400.0 square feet or 0.06 acres more or less.



**EXHIBIT 'A'**  
**STATE LAND**  
**TANK SITE AND TANK & WATER LINE MAINTANCE ROAD**  
**R/W #16-110001**  
 NE 1/4 SECTION 36, TOWNSHIP 14 NORTH, RANGE 02 WEST,  
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



1/2" REBAR WITH ALUMINUM CAP  
 STAMPED "NOOC/PLATEL T 14N,  
 R.2W/R.1W. 536/31 2007 RLS 27239"

20875  
 JON A.  
 JAHNKE  
 Date Signed 2/15/14  
 ARIZONA U.S.A.  
**EXPIRES**  
**3/31/14**

**EXHIBIT 'B'**  
**WATER LINE RIGHT-OF-WAY**  
**R/W #16-115501**

All that portion of the Northeast Quarter of Section 36, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows;

A 20.00 foot right-of-way, lying 10.00 feet each side of the following described centerline, the side lines are to be shortened or extended to meet the East line of Section 36;

Commencing at the Northeast corner of Section 36, being a U.S.G.L.O. Brass Cap, Thence along the East line of Section 36, S 01°06'38" W, 753.88 feet, to the Point of Beginning;

Thence N 74°14'16" W, 112.42 feet;

Thence Southwesterly along a curve to the left having a chord bearing of S 88°25'03" W, a chord length of 149.06 feet, a central angle of 34°41'21", and a radius of 250.00 feet;

Thence S 71°04'27" W, 196.22 feet;

Thence Southwesterly along a curve to the right having a chord bearing of S82°27'44"W, a chord length of 200.77 feet, a central angle of 24°25'00", and a radius of 506.00 feet;

Thence N 84°30'38" W, 71.06 feet;

Thence Northwesterly along a curve to the right having a chord bearing of N71°45'58"W, a chord length of 26.47 feet, a central angle of 24°29'19", and a radius of 60.00 feet;

Thence N 59°01'18" W, 85.34 feet;

Thence N 53°10'14" W, 68.07 feet to the terminus point of the right-of-way.

Containing 18,575.4 square feet or 0.43 acres more or less.

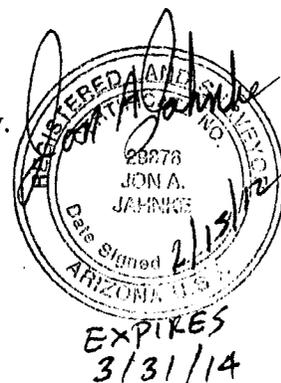
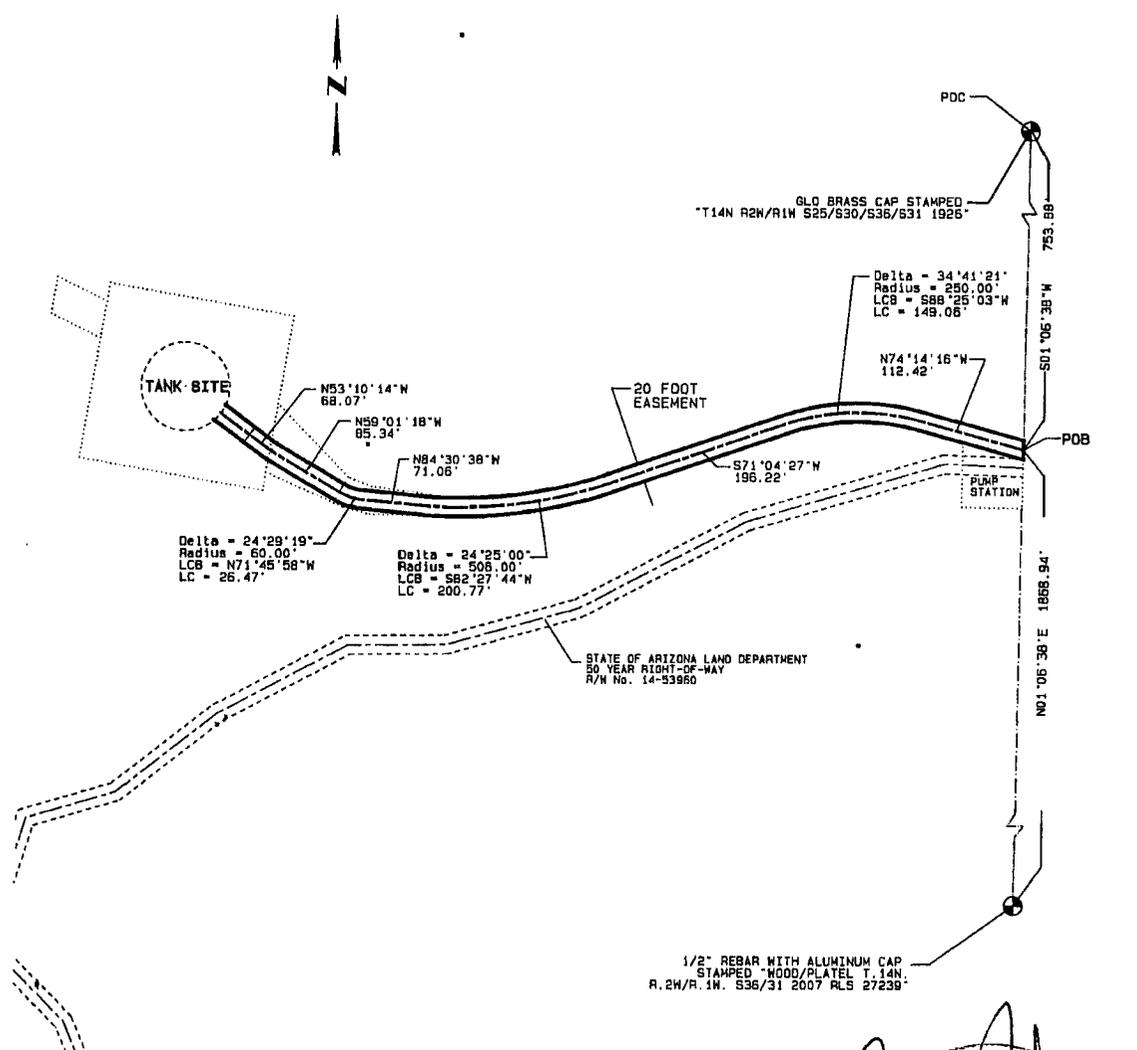


EXHIBIT 'B'  
**STATE LAND**  
**PUBLIC WATER RIGHT-OF-WAY**  
**R/W #16-115501**  
 NE 1/4 SECTION 36, TOWNSHIP 14 NORTH, RANGE 02 WEST,  
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



GLO BRASS CAP STAMPED  
 T14N R2W/R1W S25/S30/S36/S31 1925

1/2" REBAR WITH ALUMINUM CAP  
 STAMPED WOOD/PLATEL T.14N.  
 R.2W/R.1W. S36/31 2007 RLS 27239

REGISTERED LAND SURVEYOR  
 23376  
 JON A. JANKKE  
 Date Signed 2/15/10  
 ARIZONA U.S.A.  
**EXPIRES 3/31/14**

**EXHIBIT 'C'**  
**WATER LINE RIGHT-OF-WAY**  
**R/W #16-115501**

All that portion of the Northeast Quarter of Section 36, Township 14 North, Range 02 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

A 20.00 foot right-of-way, lying 10.00 feet each side of the following described centerline, the side lines are to be shortened or extended to meet with the North-South midsection line of Section 36;

Commencing at the North quarter corner of Section 36, being a U.S.G.L.O. Brass Cap, Thence along the North-South midsection line of Section 36, S 00°33'39" E, 1,279.66 feet, to the Point of Beginning;

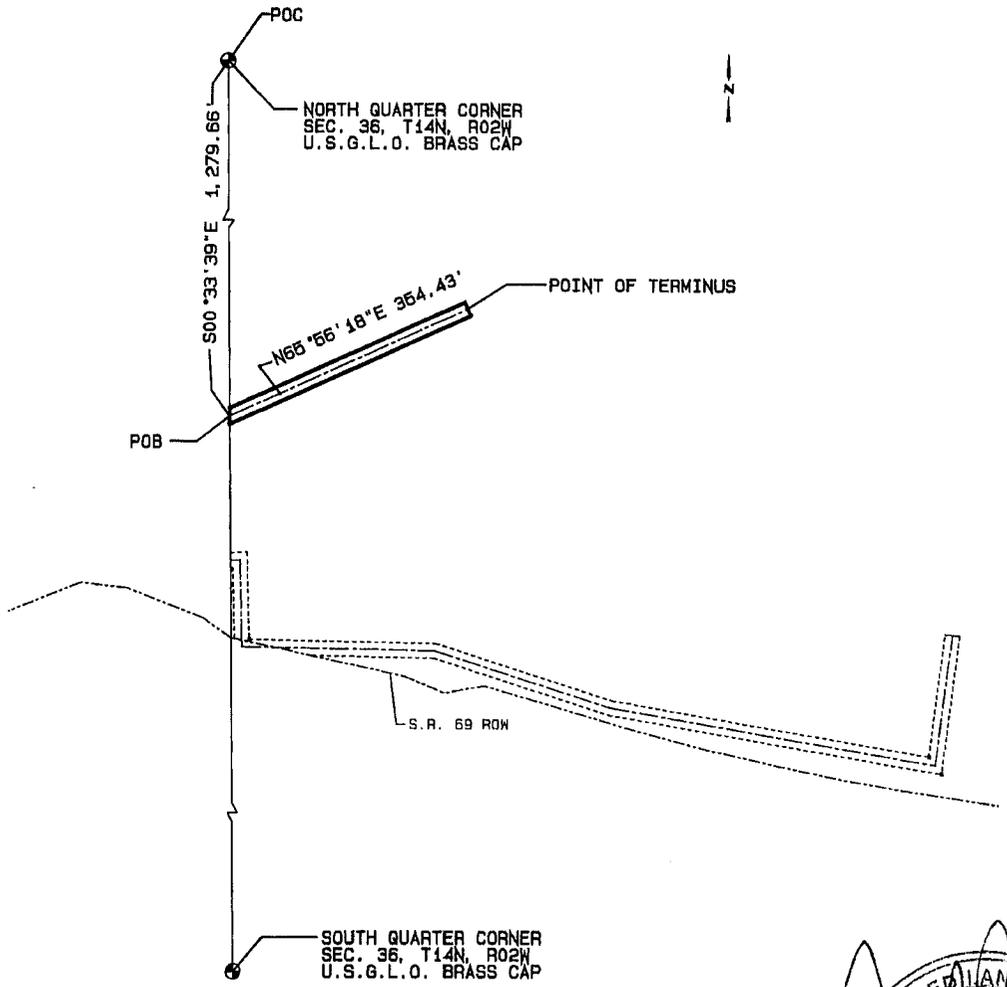
Thence N65°56'18"E, 354.43 feet to the terminus point of the right-of-way.

Containing 7,088.6 square feet or 0.16 acres more or less.



EXHIBIT 'C'  
**STATE LAND**  
**WATER LINE RIGHT-OF-WAY**  
R/W #16-116501

NE 1/4 SECTION 36, TOWNSHIP 14 NORTH, RANGE 02 WEST,  
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



REGISTERED LAND SURVEYOR  
29876  
JON A. JÄHNKE  
Date signed 2/15/14  
ARIZONA U.S.A.  
EXPIRES  
3/31/14

<b>COUNCIL AGENDA MEMO – FEBRUARY 28, 2012</b>	
<b>DEPARTMENT:</b>	Public Works
<b>AGENDA ITEM:</b>	Approval of a professional services agreement with Atkins North America, Inc., for engineering and construction support services for the Yavapai Hills Lower Pump Station (Zone 7) in an amount not to exceed \$312,000.00.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski, Public Works Director	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	2-17-12

**Item Summary**

This item is for approval of a contract for engineering and construction support services with Atkins North America, Inc., for a new upgraded Yavapai Hills Lower Pump Station (YHLPS). The City Water System Model identifies a lack of pumping capacity for the Zone 7 service area. The new YHLPS is an integral water system component needed to improve the City's service capacity/capability to the commercial and residential areas east of Prescott Lakes Parkway. The new pump station will be located on land adjacent to the west boundary of York Motors and in proximity to the new Zone 56 1.25 MG water reservoir. (See attached Vicinity Map)

**Background**

The existing YHLPS has a 300 gpm capacity which is insufficient per the Water Model and requires approximately 750 gpm or greater to meet fire flows and future demand in Zone 7. The new pump station will have ultimate capacity to serve Zone 7 during tank maintenance when the east regional reservoir located in Yavapai Hills is offline.

The project scope of work includes:

- Yavapai Hills Lower Pump Station – Hydraulic analysis, engineering, plans, specifications, ADEQ coordination and approvals, public outreach, construction support services, project certification and start-up.
- Zone 7 Improvements – In relation to the new YHLPS, additional improvements within Zone 7 may be required to address overall zone system control and potential surge phenomenon. A surge analysis of the system will determine what, if any, additional surge mitigation measures may be needed to assure proper operation of the water system in Zone 7.

**Agenda Item:** Approval of a professional services agreement with Atkins North America, Inc. for engineering and construction support services for the Yavapai Hills Lower Pump Station (Zone 7) in an amount not to exceed \$312,000.00.

- Zone 56 Reservoir Electrical, Instrumentation, and Controls (EIC) – As part of the EIC design services for the new YHLPS, Atkins' will design the electrical, instrumentation, and controls for the Zone 56 Reservoir. The Zone 56 Reservoir is currently under design by the City of Prescott. Additionally, a review of the Zone 56 Pump Station EIC will be performed to determine overall control system compatibility for Zone 56.

The new pump station will be constructed after the installation of the Zone 56 booster station and 1.25 MG reservoir, but prior to upgrading the SR69 corridor mains. When completed in conjunction with the Zone 56 improvements the water system will provide enhanced performance, capacity, suitable fire flows and redundant feeds for water supply.

### **Procurement**

On September 29, 2011, the City received Statements of Qualifications from seven (7) firms for engineering design services. Pursuant to professional services selection procedures, staff ranked the individual firms based on their Statements of Qualifications, and then interviewed the three top ranked firms to determine the final ranking for the project. Atkins North America, Inc., emerged as the top ranked firm for this project based on final ranking criteria including experience, qualifications, and interview responses. Subsequently, the scope of services was determined and fees were negotiated.

### **Schedule**

Design for the Yavapai Hills Lower Pump Station will require 11 months. Completion is scheduled in January 2013.

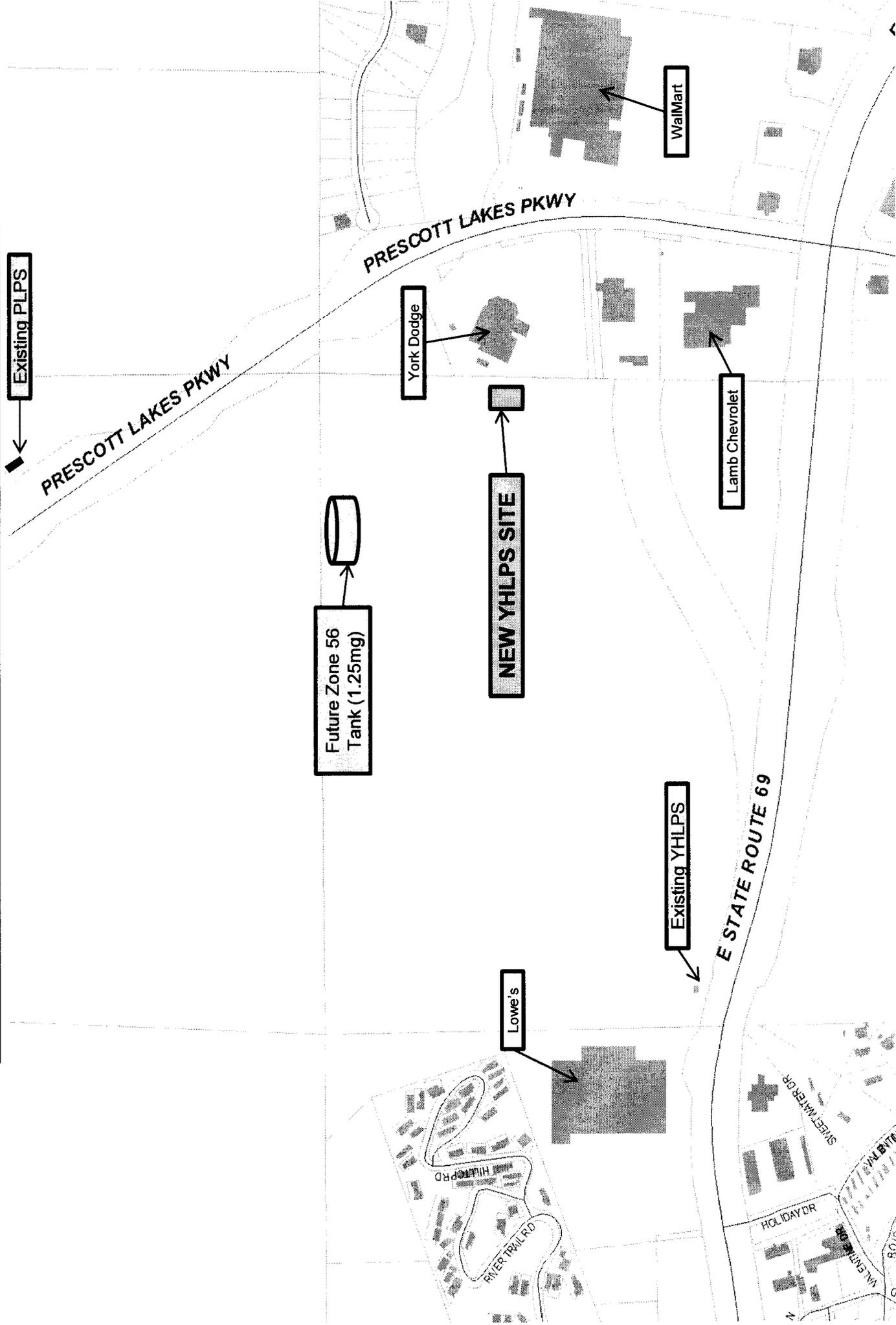
### **Budget**

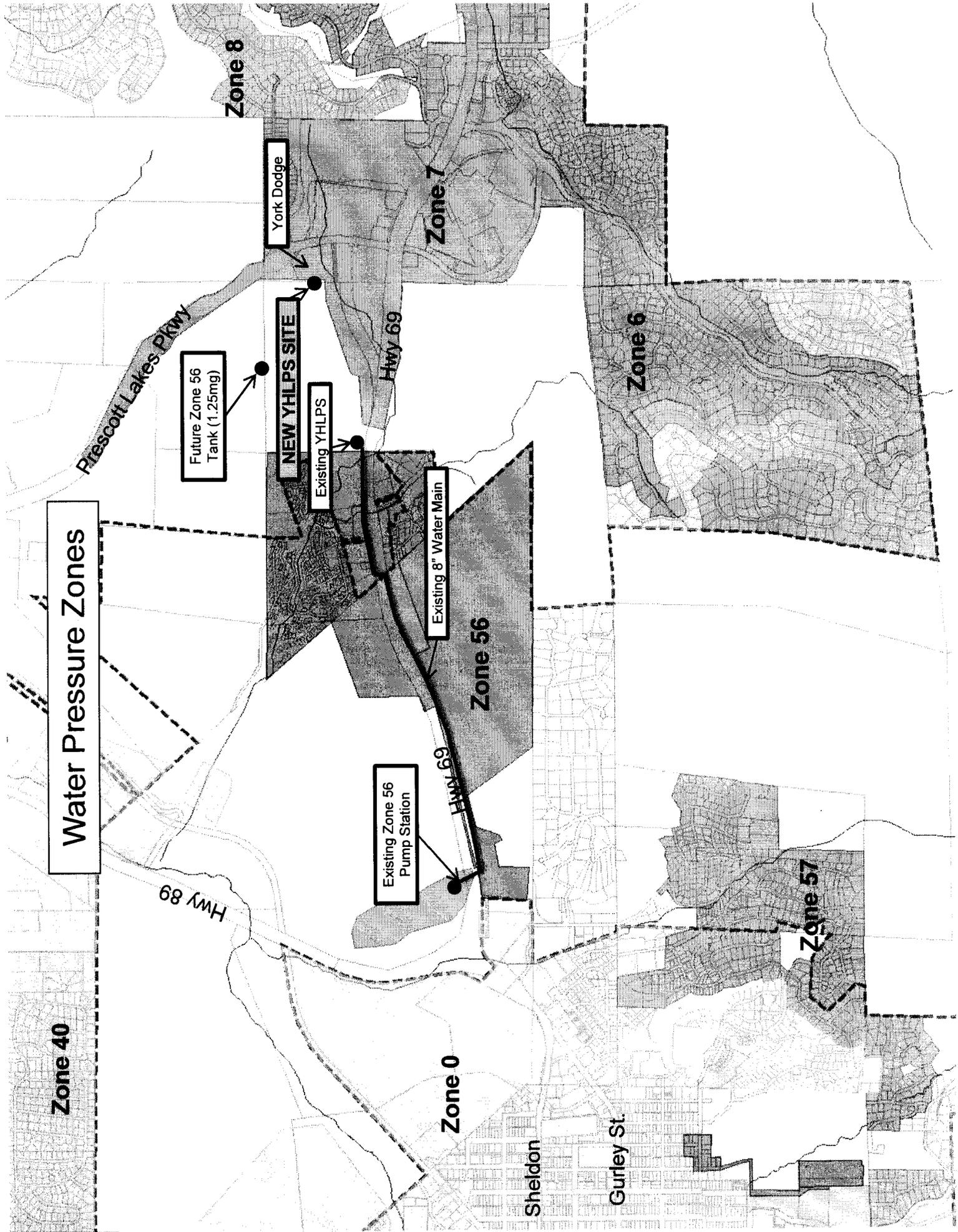
FY12 funding is available for engineering and design of the Yavapai Hills Lower Pump Station in the Water Fund. (Budget Accounts No. 7007810-8930-11027 and 7157820-8930-11027).

**Attachments**      Scope of Work and Fee Proposal  
                                 Vicinity Map  
                                 Water System Zone Map

**Recommended Action: MOVE** to approve a professional services agreement with Atkins North America, Inc., for engineering and construction support services for the Yavapai Hills Lower Pump Station (Zone 7) in an amount not to exceed \$312,000.00.

# New Yavapai Hills Lower Pump Station (Zone 7)





**Water Pressure Zones**

**Zone 40**

**Hwy 89**

**Prescott Lakes Pkwy**

**Future Zone 56 Tank (1.25mg)**

**NEW YHLPS SITE**

**Existing YHLPS**

**York Dodge**

**Existing Zone 56 Pump Station**

**Hwy 69**

**Existing 8" Water Main**

**Hwy 69**

**Zone 0**

**Sheldon**

**Gurley St.**

**Zone 7**

**Zone 6**

**Zone 57**

**Zone 8**

# ATKINS

Orig: January 10, 2012

Rev: February 9, 2012

Tim Sherwood  
Capital Projects Manager  
City of Prescott Public Works  
433 N. Virginia  
Prescott, Arizona 86301

**SUBJECT: PROPOSAL TO PROVIDE ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE NEW YAVAPAI HILLS LOWER PUMP STATION**

Dear Mr. Sherwood:

In response to your request, Atkins is pleased to submit this scope of services proposal to the City of Prescott (City) to provide engineering consulting services for the design, bid, construction and as-built phases for the new Yavapai Hills Lower Pump Station, located near Prescott Lakes Parkway in the City of Prescott. In addition, this scope of services proposal includes engineering consulting services for additional improvements to Zone 7 to address overall zone system control and potential surge phenomenon, and consulting services to provide electrical, instrumentation and control design at the new Zone 56 Reservoir.

**I. SCOPE OF SERVICES**

Our proposed Scope of Services is outlined in Attachment "A."

**II. FEES AND CONDITIONS**

Fees and conditions are outlined in Attachment "B."

We appreciate the opportunity of offering this proposal, and we look forward to working with the City on this project. If you have any questions, please contact me at 928-445-0124 (office) or 702-533-0503 (cell).

Respectfully submitted,  
Atkins



Jeremy Clemmons  
Group Manager

Attachments: A-Scope of Work  
B-Fees and Conditions

c: Kevin Murphy, Atkins  
Jennifer Duffy, Atkins  
Mark Elliott, Atkins

## ATTACHMENT A SCOPE OF SERVICES

In response to your request, Atkins is pleased to submit this proposal to the City of Prescott (City) for engineering consulting services for the design, bid and construction of the new Yavapai Hills Lower Pump Station (YHLPS). The facilities to be designed by Atkins include the following:

- Yavapai Hills Lower Pump Station - The YHLPS will be located west of York Motors on Prescott Lakes Parkway. The pump station services Zone 7, along with the existing Prescott Lake Pump Station (PLPS). The pump station will replace an existing pump station located off State Route 69 (SR69), near Lowe's. The new pump station is anticipated to have an approximate capacity of 750 gpm to be confirmed by hydraulic analysis.
- Additional Zone 7 Improvements - Upon construction of the new YHLPS, additional improvements within Zone 7 may be required to address overall zone system control and potential surge phenomenon. Due to the two pump stations (YHLPS and PLPS) operating in close proximity, within the same zone but at differing static elevations, control system improvements may be necessary at the existing PLPS and East Regional Tank to assure the SCADA control system for all facilities within Zone 7 are operating correctly and efficiently. Additionally, if a pump or power failure was to occur at either pump station, a surge wave could propagate to either pump station and throughout the Zone 7 distribution system. Surge protection will be incorporated into the design of the new YHLPS. A surge analysis of the system will determine what, if any, additional surge mitigation measures would need to be taken to prevent damage due to surge at the existing PLPS, and the Zone 7 distribution system.
- Zone 56 Reservoir Electrical, Instrumentation and Controls (EIC) - As part of the EIC design services for the new YHLPS, Atkins' electrical subconsultant (Delta Systems Engineering) will design the electrical, instrumentation and controls for the Zone 56 Reservoir per City request. The Zone 56 Reservoir is currently under design by the City of Prescott. Additionally, a review of the Zone 56 Pump Station EIC design will be performed to determine the overall control system for Zone 56.

Drawings and specifications will be developed for the improvements identified above. Four intermediate submittals meeting the "City of Prescott CIP Design Submittal Requirements" are anticipated as follows:

- 30% design submittal – Plans, specification list and preliminary design report
- 60% design submittal – Plans, specifications, estimate (PS&E) and draft design report
- 90% design submittal – PS&E and final design report
- 100% design submittal – replica bond set of the Final PS&E

Upon approval of the 100% submittal, one (1) set of final stamped and signed originals of the PS&E documents (mylar drawings, Xerox reproducible specifications) will be submitted to the City.

## I. SCOPE OF SERVICES

Based on our current understanding of the Project, Atkins will provide the following detailed scope of services:

### TASK 1000 – PROJECT MANAGEMENT AND MEETINGS

Perform project management services, attend various project meetings and provide public outreach in support of the final design of the new YHLPS. These services include the following tasks:

- A. *Project Management and Coordination.* Atkins will perform project management responsibilities throughout the project (1) to coordinate the project design team, (2) to maintain contact with and respond to communication from the City and approval agencies, (3) to monitor and control the budget and schedule of the project, and (4) to prepare and review project invoicing prior to submission to the City. Senior Atkins staff will perform internal quality control reviews of all designs and documents prior to each milestone submittal. The design phase of the project is anticipated to last eleven (11) months.
- B. *Project Kickoff Workshop Meeting.* Prepare for and attend a project kickoff workshop meeting with City staff to outline the design, discuss execution of the work and project schedule, review preliminary pump station layout concepts, identify special project conditions and establish action items needed to effectively and efficiently start the Project's design. A preliminary project schedule will be prepared for the meeting, and updated subsequently upon City review and comment.
- C. *Project Progress Design Meetings.* Prepare for, attend and moderate project progress design meetings with City staff. Four (4) progress meetings are anticipated. When appropriate, meetings agendas and minutes will be prepared and distributed.
- D. *Submittal Comment Meetings.* Prepare for, attend and moderate submittal comment meetings with City staff to discuss review comments and to provide on-going communication and coordination of the work effort. Four (4) meetings are anticipated following City review of the following submittals: 30%, 60%, 90% and 100% submittals. When appropriate, minutes summarizing the meetings will be prepared and distributed.
- E. *Public Outreach:* Prepare for, attend and conduct one public meeting after the 60% submittal, in coordination with City staff. One (1) Atkins engineers will attend the public meeting. Atkins and their subconsultant, ESMpr, will perform the following tasks: design and reproduce the public meeting flier; bulk mail the flier to nearby residences and businesses; prepare a newspaper advertisement for the meeting; provide the City with a public radio announcement for the meeting; prepare the meeting presentation, exhibits and project information handout in conjunction with the City project manager; assist with giving the presentation; prepare a design comment sheet; assist with addressing written public comments; and prepare a final community meeting summary. Tasks to be performed by the City include placement and payment for the newspaper and radio announcements; updating the City website; arranging and securing the public meeting location; setting up the meeting

space; preparing sign-up sheets and handing out the comment forms; recording public comments and preparing official responses; making the presentation with Atkins engineer; and cleaning up after the meeting. Direct expenses for this task, including printing of fliers, address labels, exhibits, comments cards, and bulk mail postage will be included in Task 6000.

## **TASK 2100 – UTILITY AND ADEQ COORDINATION**

Perform coordination services with APS (electrical), Century Link (telephone) and ADEQ in support of the final design of the proposed new YHLPS. These tasks assume that Cable One (cable tv) and Unisource (natural gas) are not present in the project vicinity and do not need to be contacted. These services will include the following tasks:

- A. *Utility Base Map Preparation.* Obtain record information from the City regarding existing facilities within and adjacent to the proposed pump station and connection piping alignment. Incorporate information into the surveyed base mapping of the pump station site.
- B. *Franchise Utility Coordination and Reviews.* Atkins will coordinate with the local franchise utility companies to review the detailed design documents. It is anticipated that the APS (electrical) and Century Link (telephone) will be the only franchise utilities with potential comments. This scope of work anticipates that Cable One (cable tv) and Unisource (natural gas) will have no conflicts and will issue clearance letters upon submittal of the 60% drawings. Atkins will provide to the City copies of each of the transmittal letters to each of the utilities. If clearance letters indicating that a utility has no facilities in the vicinity of the project area are received, Atkins will provide those letters to the City, and no further submittals will be made to the utility company. Comments received from APS (electrical) and Century Link (telephone) will be incorporated into the design documents and resubmitted for comment.
- C. *Pump Station Electrical Service Coordination.* Atkins, and our electrical subconsultant (Delta), will coordinate with APS to provide electrical service to the new YHLPS and Zone 56 reservoir. It is anticipated that up to three (3) meetings with APS and the City will be required for coordination purposes. Required improvements will be incorporated into the electrical drawings as appropriate.
- D. *ADEQ Coordination.* Atkins will coordinate with and make the “Approval to Construct” submittal to ADEQ for review of the detailed design documents for the pump station. The application form will be prepared in conjunction with City staff. Atkins will prepare and deliver the required submittals to ADEQ. It is assumed the City will pay all ADEQ fees required for the project.

## **TASK 2200 – FIELD WORK AND DESIGN INVESTIGATIONS**

Perform field work and design investigation services in support of the final design of the new YHLPS. The design investigation services will include the following tasks:

- A. *Field Site Review and Visits:* Atkins will perform up to two (2) field site visits to observe and confirm existing conditions as applicable to the project design.

- B. *Review of Existing Reports and Studies:* Atkins will review available reports and other information provided by the City, as pertinent to the design of the project. Reports are anticipated to include existing geotechnical reports, off-site improvement plans, development maps, survey records, hydraulic analyses and other information pertaining to the project.
- C. *New YHLPS Pump Station Survey:* Atkins will retain the services of a surveying consultant, Lyon Engineering, to prepare a topographic survey of the proposed new YHLPS site. The survey will identify existing utility and ground surface features, and will provide the control required to prepare the detailed design drawings. Lyon Engineering will set temporary benchmarks at the site, per City of Prescott datum requirements.
- D. *Geotechnical Investigation:* Atkins will retain the services of a geotechnical consultant, Ninyo & Moore, to determine existing geotechnical conditions and prepare a “Geotechnical Investigation Data and Recommendations Report” for the construction of the new YHLPS. Two (2) soil borings, up to twelve (12) feet deep, and one pavement coring will be performed. The two soil borings will be located on the new pump station site. One boring will be located on the north side of the pump station site, within the cut region and one boring will be located on the south side of the pump station site, in the fill area. Traffic control and environmental clearances are assumed to not be required for this project site.
- E. *Subsurface Utility Investigations (Potholing):* Based on the results of utility research, the horizontal and vertical locations of utilities within the pump station site will be established via potholing. For the purpose of this scope, Atkins will perform up to three (3) utility potholes at the pump station site. Two (2) additional potholes will be performed near the East Regional Tank site to confirm the existing pipeline material. Atkins will retain the services of a utility pothole consultant to perform the potholing using non-destructive digging/vacuuming techniques, including traffic control. The location of each pothole will be GPS surveyed by the pothole subconsultant for horizontal control purposes. All potholes within pavement areas will be patched with “UPM” cold patch mix.

#### **TASK 2300 – NEW YAVAPAI HILLS LOWER PUMP STATION PRELIMINARY DESIGN (30%)**

Perform preliminary design tasks (30% design level) for the new YHLPS. The preliminary design will include the following tasks:

- A. *Preliminary Design Report and Preliminary Construction Cost Estimate:* Based on the findings of the field work and design investigations, Atkins will prepare a preliminary design report detailing the findings of the field work, describing recommendations for proposed improvements and providing an analysis of alternate design considerations. Major components of the project will be sized, and the report will include copies of subconsultant reports. A draft functional description of the pump station operation, instrumentation and control will be included, as well as a list of anticipated specification sections. The preliminary design report will include a preliminary construction cost estimate for the proposed improvements.

- B. *Preliminary (30%) Drawings:* Atkins will prepare preliminary 30% level drawings of the pump station. The drawings will identify existing conditions including right-of-way and easements, topography, benchmarks, adjacent property lines, existing pavement limits, proposed pipe alignments and all utilities within the project area. The drawings will also include a preliminary mechanical plan and section of the pump station, an initial site plan indicating preliminary grading, drainage, access and other features, a single line diagram and a process and instrumentation diagram (P&ID).

## **TASK 2400 – NEW YAVAPAI HILLS LOWER PUMP STATION FINAL DESIGN**

Prepare detailed design drawings and technical specifications for construction of the proposed YHLPS, including the standby generator. Documents will also be prepared for demolition of the existing YHLPS near Lowe's, identifying items to be salvaged by the City and removed by the Contractor. The demolition will be a bid alternate line item in the Contract Documents. The following subconsultants will be retained for preparation of the design:

Delta Systems Engineering (Delta) – Electrical, Instrumentation and Controls  
Michael Taylor and Associates (MTA) – Architecture and Structural  
Mark DiLucido (MDL) – Landscape Architecture

The detailed design will be based on MAG, YAG, City of Prescott, and ADEQ requirements. The detailed design phase will include the following tasks:

- A. *Design Review Submittals:* Submit the drawings, specifications and calculations to the City for review and comment at the 60%, 90% and 100% levels of completion. Upon approval of the 100% submittal, one (1) set of final stamped and signed originals of the construction documents (mylar drawings, Xerox reproducible specifications) will be submitted to the City.
- B. *General Project Design:* Perform general design services required for preparation of the PS&E contract documents, including preparation of detailed engineering calculations, identification and selection of pump station equipment, hydrologic analysis to determine the on- and off-site drainage facilities required, hydraulic analysis to select the pumps, and coordination with the adjacent Zone 56 reservoir capital improvement project. Calculations will be reviewed, stamped and signed by a Licensed Professional Civil Engineer in the State of Arizona. A workshop will be held with City staff to confirm final selection of the pumps.
- C. *Surge Analysis:* A surge analysis on the new YHLPS will be performed to determine methods for how to mitigate the effects of surge on the new pump station. The surge analysis will take into consideration the worst case surge scenario as well as surge scenarios under typical operating conditions. A technical memorandum outlining the proposed surge mitigation will be included in the final design report. Atkins will discuss the findings with the City to determine the final surge protection to be incorporated in the Contract Documents.

- D. *Contract Drawings (60%, 90% and 100% submittals):* Prepare construction contract drawings at each submittal level for the proposed YHLPS. Drawings will be prepared using AutoCAD 2010. Two (2) full size and five (5) 11 x 17 hard copies of the drawings will be provided to the City for each submittal. Forty-one (41) drawings are anticipated and include the following:
- Title Sheet (1 sheet)
  - General Notes and Standard Details (4 sheets)
  - Existing Pump Station Demolition Plan and Details (1 sheet – utilizing a scan of the existing pump station as-built drawings)
  - Pump Station Grading, SWPPP identification and Yard Piping Plan/Sections (3 sheets)
  - Pump Station Mechanical Plan and Sections (2 sheets)
  - Pump Station Details (5 sheets)
  - Pump Station Electrical and Instrumentation (16 sheets)
  - Pump Station Architectural/Structural (7 sheets)
  - Pump Station Landscaping Plan and Details (2 sheet)
- E. *Technical Specifications (60%, 90% and 100% submittals):* Prepare technical specifications at each submittal level for the proposed YHLPS and demolition of the existing YHLPS. Specifications will adhere to the City's boilerplate for technical specifications. Additional technical specifications specific to the pump station construction will be in CSI format and will be incorporated into the Special Provisions. Five (5) hard copies, one (1) pdf copy and one Word copy of the specifications will be provided to the City for each submittal.
- F. *Opinion of Probable Construction Cost (60%, 90% and 100% submittals):* Prepare a detailed opinion of probable construction cost estimate for the proposed YHLPS and demolition of the existing YHLPS.
- G. *Draft and Final Design Report:* The preliminary design report prepared at the 30% design level will be finalized, and will incorporate comments received from the City. The draft of the design report will be submitted at the 60% submittal, with the final design report submitted at the 90% submittal.
- H. *Pre-application Conference and Building Permit:* Atkins will prepare materials for and attend the pre-application conference (PAC) to secure a building permit as required by the City of Prescott Building Department. Atkins will not pay any fees associated with obtaining a building permit.

## **TASK 3100 – ZONE 7 ANALYSIS**

As previously indicated, analysis of the existing Zone 7 PLPS should be performed to confirm overall zone hydraulics, address potential surge phenomenon and determine potential control measures required for proper operation of the two pump stations. Final design of improvements identified will be provided as an additional service accounted for in the Allowance task budget below. The Zone 7 Analysis will include the following tasks:

- A. *Zone 7 Hydraulics Confirmation:* Atkins will obtain the existing Zone 7 water model from the City to review the 2005 proposed improvements, to run potential operational scenarios, and to verify compliance with current and projected ultimate flows and pressure requirements. Atkins staff will work closely with City staff to determine the most efficient operation of the zone upon construction of the new YHLPS. A hydraulics finding and recommendations memorandum will be prepared and submitted to the City for review and approval. This task will be performed in conjunction with the YHLPS hydraulic analysis identified in Task 2400.B
- B. *Prescott Lakes PS Surge Analysis:* In conjunction with Task 2400.C, Atkins will perform a surge analysis on the existing PLPS due to construction of the new YHLPS. The surge analysis will take into consideration the worst case surge scenario as well as surge scenarios under typical operating conditions. Atkins will provide recommendations for how to mitigate the effects of surge on the PLPS. The analysis and recommendations will be incorporated into the YHLPS surge analysis technical memorandum. Design of retrofits to the existing PLPS and Zone 7 to incorporate surge mitigation equipment will be provided as an additional service accounted for in the Allowance task budget below.
- C. *EIC Analysis:* Atkins' EIC subconsultant (Delta) will perform an analysis of the existing instrumentation, controls and SCADA system at the PLPS, in relation to the final operation of Zone 7 upon construction of the new YHLPS. A technical memorandum outlining the recommendations for the Zone and each pump station will be prepared and submitted to the City. Upon approval by the City, final design of the recommendations and incorporation into the YHLPS contract documents will be performed as additional services accounted for in the Allowance task budget below.

## **TASK 4100 – ZONE 56 RESERVOIR EIC DESIGN**

As part of the EIC design services for the new YHLPS, Atkins' EIC subconsultant (Delta) will design the electrical, instrumentation and controls for the Zone 56 Reservoir. The Zone 56 Reservoir is currently under design by the City of Prescott. Additionally, review of the Zone 56 Pump Station EIC design will be performed to determine the overall control system for Zone 56. The Zone 56 EIC design will include the following tasks:

- A. *Zone 56 Control Strategy Analysis:* Atkins and Delta will coordinate with City staff determine the control strategy of the Zone 56 system in regards to operation of the new Zone 56 reservoir, including review of the proposed Zone 56 pump station controls (currently under design by others). A memorandum will be developed outlining the control strategy agreed upon with City staff that will be utilized as a guide for the final design of the Zone 56 reservoir EIC improvements.
- B. *Zone 56 Reservoir EIC Design:* Atkins EIC subconsultant (Delta) will prepare contract drawings and specifications for the City to include with their design package. It is assumed that the City will provide the project drawing border (in AutoCAD) and project site plan background. It is also assumed that the City will perform all work necessary to incorporate the EIC plans and specifications

into their contract documents. Based on Delta's experience with three other City reservoirs, between eight to ten electrical and instrumentation drawings are anticipated.

## **TASK 5100 – BID PHASE SERVICES**

Provide engineering services to support City staff during the bid phase of the new YHLPS. The following scope of services is proposed, based upon our experience with similar projects and describes the anticipated tasks and level of effort anticipated to be performed by Atkins for the bid phase of the Project. All bid phase support services are proposed on an "as-needed" and "as-requested" time and materials basis. The City at their option may elect not to proceed with some or all of these tasks.

- A. *Pre-Bid Meeting Attendance:* Attend the pre-bid meeting with City staff. It is assumed the meeting will be moderated by City staff. Provide technical information prior to, during and after the meeting as requested by the City.
- B. *Bid Addenda Preparation:* Prepare up to one (1) bid addenda addressing technical questions from potential bidders. The addenda will be signed and sealed by Atkins, and issued by the City.
- C. *Bid Tab Review Assistance:* Provide assistance to City staff in review of the final bid tabs to identify errors or inconsistencies in relation to the design and bid quantities.

## **TASK 5200 – CONSTRUCTION SUPPORT SERVICES**

Provide engineering services during the construction phase of the new YHLPS. The following scope of services is proposed, based upon our experience with similar projects and describes the anticipated tasks and level of effort anticipated for the construction phase of the Project. Quantities beyond those anticipated and identified below will be provided as additional services. This scope of services is based on a construction schedule of seven (7) months. All construction support services are proposed on an "as-needed" and "as-requested" time and materials basis. The City at their option may elect not to proceed with some or all of these tasks. Atkins will retain the design subconsultants, as needed, to assist with the tasks noted below.

- A. *Construction Phase Project Management and Coordination.* Atkins will perform project management responsibilities throughout the construction phase (1) to maintain contact with and respond to communication from the City, (2) to coordinate staff and subconsultants on support services, (3) to monitor and control the budget, and (4) to prepare and review project invoicing prior to submission to the City.
- B. *Pre-Construction Meeting Attendance:* One (1) Atkins engineer will attend the pre-construction meeting. Atkins has assumed that the City will organize and chair the pre-construction meeting, including preparation of the agenda. Atkins will assist the City by reviewing and offering comments on the agenda.
- C. *Construction Project Meeting Attendance and Project Site Observations:* One (1) Atkins engineer will attend up to six (6) meetings at the project site during construction. Following the

meeting, the Atkins engineer will perform a site visit with City staff. Atkins has assumed that the Contractor will organize and chair all construction meetings. If warranted, Atkins will provide the City with written correspondence on observations during the site visits.

- D. *Respond to Requests for Information and Design Clarifications:* Review and prepare responses for up to fifteen (15) requests for information (RFI's) and/or design clarifications. Responses will be provided to the City in MS Word format for processing. Atkins' subconsultants will be retained to assist with RFI's, as needed.
- E. *Change Order Review and Preparation:* Review proposed contract change orders prepared by the Contractor and prepare responses and revisions, if required. Atkins assumes one (1) change order may be required. Responses will be provided to the City for processing.
- F. *Shop Drawing Submittal Reviews and Meetings:* Review and provide written comments for up to thirty (30) initial shop drawings submittals and fifteen (15) re-submittals. Attend up to five (5) internal submittal review meetings with City staff to confirm submittal conformance and comments, in particular for the pump submittals. Provide a shop drawing checklist identifying submittals to be reviewed by the Atkins team and City team. Atkins' subconsultants will be retained to assist with submittal reviews, as needed.
- G. *Start-up and Testing Assistance:* Assist City staff during start-up and testing of the pump station. Atkins assumes up to two (2) site visits for testing assistance will be required. In addition, Delta Systems Engineering will be retained to perform the factory acceptance test (FAT) for the RTU cabinet, as well for the start-up/testing of the controls system for the pump station.
- H. *Substantial Completion Walk and Punch List Assistance:* Attend the project substantial completion walk through with City staff. A written list of deficiencies and corrections will be provided to the City for processing.

## **TASK 5300 – YHLPS AS-BUILT PREPARATION SERVICES**

Provide as-built preparation services during the construction phase and upon completion of the project construction for the complete new YHLPS. The following scope of services is proposed, based upon our discussions with City staff and experience with similar projects. This scope of services describes the tasks and level of effort anticipated for the as-built preparation phase of the Project. Quantities beyond those anticipated and identified below will be provided as additional services. This scope of services is based on a construction schedule of seven (7) months. Atkins will retain the design survey subconsultant, as needed, to assist with the tasks noted below.

- A. *Field As-Built Recording:* Performance of field site visits as required to observe and verify, including via field survey, items to be incorporated into the final as-built drawings. Atkins assumes up to three (3) visits for as-built recording will be required. A portion of the site visits will be performed by the survey subconsultant, including prior to pipeline backfilling and upon final construction of the pump station.

- B. *Electronic As-Built Preparation:* Prepare electronic drawing files to reflect the as-built conditions recorded in the field and documented on the Contractor red-lines. The electronic files will be prepared utilizing the original design files in AutoCAD 2010. The electronic files and one (1) set of final mylar drawings will be submitted to the City.
- D. *Regulatory Agency Coordination:* Atkins will prepare the as-built plans and Engineer's Certificate of Completion for submittal to ADEQ for review and obtain the "Approval to Operate". The City will be responsible for water testing (disinfection, pressure, bac't), and for providing the necessary testing results to Atkins for conformance review. Any review fees assessed by the regulatory agency will be paid by the City.

## **TASK 6000 – DIRECT COSTS**

- A. *Direct Costs.* Direct reimbursable costs for all tasks associated with the design services, bid phase services, construction support services and as-built services. These costs are anticipated to include printing, reproductions, postage and courier services.

## **TASK 7000 – ALLOWANCES**

- A. *Allowance.* In addition to the scope of work outlined in the tasks above, additional work may be necessary to complete the project. An Allowance budget will be established for additional work. The Allowance will only be used if the City deems the specific allowance task to be necessary to complete the project. A detailed scope of work for each allowance item will be developed and submitted to the City for approval, if these elements are required to complete the project. The following is a list of potential allowance tasks with an anticipated scope of work. Depending on the actual task requirements, the scope of work and associated fee may require adjustment.
- *Additional PM and Coordination:* Atkins will perform additional project management and project coordination duties as-needed and/or requested by the City. An allowance budget of 20 manhours has been established.
  - *York Motors Coordination:* Atkins will coordinate with York Motors on project related issues on an as-needed basis if requested by the City. An allowance budget of 20 manhours has been established.
  - *York Motors Easement/Legal Document Preparation:* Preparation of an access and utility easement for the YHLPS through York Motors. If determined necessary, the easement will be from Prescott Lakes Parkway to the proposed pump station site.
  - *ASLD Assistance:* Atkins and the survey subconsultant will provide as-needed assistance to City staff to procure an easement from the Arizona State Lands

Department. Assistance may include performance of additional survey, preparation of figures, easement documents and legal descriptions.

- *YHLPS Alternative Access Design:* If the existing access easement or potential future access easement through York Motors is not feasible, an alternative access road to the pump station site may be required. Potential services would include topographic survey, easement documentation and civil engineering design of an alternate access road from either State Route 69 or the existing YHLPS site.
- *YHLPS Radio Path Survey:* Performance of a desktop radio path survey in conjunction with City forces, to determine the proper location and height for the telemetry antenna. This service would be performed by the EIC subconsultant.
- *YHLPS Additional CSS & AB Services:* Atkins will perform additional construction support and as-built preparation services as-needed and/or requested by the City. An allowance budget of 40 manhours has been established.
- *York Motors Pavement Replacement Design:* If a new access easement is acquired through York Motors, and based on the geotechnical pavement core, it may be determined that some pavement within York Motors would require replacement to accommodate City maintenance vehicles. This task assumes one specification and one drawing sheet would be required for the design of the pavement replacement.
- *Zone 56 Reservoir RTU Cabinet:* During the design phase of the new pump station and Zone 56 reservoir instrumentation systems, if it is determined that a second radio telemetry cabinet is required at the reservoir site, it will be designed under this task and incorporated into the Zone 56 reservoir EIC drawings and specifications.
- *PLPS Surge Mitigation Schematic Design:* Based on the findings of the Prescott Lakes Pump Station surge analysis, surge mitigation improvements may be deemed necessary at or near the PLPS. An allowance budget of 16 manhours has been set aside to prepare a schematic design of the surge mitigation improvements that can be incorporated into the YHLPS surge specification. Detailed design drawings are not anticipated at this time.
- *PLPS EIC Modifications:* Based on findings from the PLPS EIC analysis, improvements to the existing pump station instrumentation and controls may be necessary to allow proper operation between the new YHLPS, the PLPS and the remainder of the Zone 7 system. Drawings and specifications will be prepared for a new PLC based RTU cabinet, identifying and connecting to a power source for the new RTU, developing new

logic and a functional description, and incorporating a new antenna mast. The additional drawings and specifications will be prepared and incorporated into the YHLPS contract documents.

- *PLPS Additional CSS & AB Services:* Additional construction support phase services, required for any PLPS improvements deemed necessary (surge and EIC), including factory acceptance testing and start-up assistance.
- *ERT Power Modification Design and Support:* Upon request from the City, this task will consist of evaluating and designing upgrades for the power source at the existing East Regional Tank. Associated design drawings and specifications will be incorporated into the YHLPS Contract Documents. Additional construction support and as-built preparation services will be provided for the power upgrades.

## II. SCOPE OF WORK ASSUMPTIONS

This scope of work was developed based on the following assumptions. Significant revisions to these assumptions may result in additional services:

- A. The YHLPS general design will be similar to recently constructed and designed City pump stations, including Zone 39 Pioneer Pump Station and Zone 27 Lower Thumb Butte Pump Station. This assumption will allow the use of similar details and specifications to assist in reducing the overall scope of work and fee required for the YHLPS design.
- B. All facilities to be improved as identified in the basic and allowance services (YHLPS, PLPS, ERT) will be incorporated into one Contract Document package. If a second package is required, additional services may be required. This excludes the Zone 56 reservoir EIC improvements which will be provide to the City for incorporation into that Contract Document package.
- C. Site visits to each facility will be combined as feasible to minimize unnecessary additional trips and travel time.

## III. ADDITIONAL ENGINEERING SERVICES

If requested by the City, Atkins will provide the following Additional Services, beyond the services included in Section I, Scope of Services:

- A. Attend and prepare for any additional meetings, including public meetings, beyond those specifically identified in Section I.
- B. Perform environmental services, including environmental reviews, analysis and studies, permit preparation and processing.

- C. Planning, analysis or design of additional or alternative facilities.
- D. Prepare legal descriptions and right-of-way exhibits beyond those specifically identified in Section I.
- E. Furnish on-site project observation and field quality monitoring services during construction.
- F. Prepare O&M Manuals (beyond Contractor equipment submittals) for the project. Prepare and conduct facility-training sessions for City's staff.
- G. Assisting the City in the closing of the project with services such as Final Acceptance, claims negotiations, filing of the Notice of Completion, and make recommendations for final payment, and release of retention or securities of the Contractor.
- H. Any additional project related services not specifically included in Section I, Scope of Services.

#### **IV. CITY FURNISHED SERVICES**

The City will provide the following services or information:

- A. Copies of all relevant reports, studies, drawings, correspondence, and other relevant project information or data.
- B. Assign one person to serve as the City's project manager who has authority to represent the City and will serve as the point of interface for all project issues and communications.
- C. Application and processing of all required permits including complete environmental compliance.
- D. All available as-built drawings at all project facilities.
- E. Print all plans, specifications and contract documents required for bidding and construction purposes.
- F. Coordination, processing and fees with all utility companies, except the collection of utility drawings, which will be performed by Atkins.
- G. Coordination, processing and fees for any public meeting mailings, advertising and radio announcements.
- H. Payment of fees for ADEQ and other approval agency submittals.



**ATTACHMENT B  
FEES AND CONDITIONS**

- A. The tasks described in Section I, Scope of Services, will be provided on an hourly rate basis in accordance with the Atkins standard rate schedule in effect at the time when work is being invoiced. The requested upper limit allowances for the tasks below are per the following schedule:

Task 1000 – PM, Mtgs, QC & Public Outreach:	\$25,000
Task 2100 thru 2400 – YHLPS Design:	\$134,000
Task 3100 – Zone 7 Analysis:	\$11,000
Task 4100 – Zone 56 Reservoir EIC Design:	\$14,000
Task 5100 thru 5300 YHLPS Bid Phase, Construction Engineering and As-Built Preparation Services:	\$58,000
Task 6000 – Direct Costs:	\$5,000
Task 7000 – Allowances:	\$65,000
<b>Total Cost for the tasks above:</b>	<b>\$312,000</b>

- B. The Services described in Section II, Additional Engineering Services, are not included in this proposal. If amended, these tasks could be performed on an hourly rate basis in accordance with the Atkins Standard Rate Schedule in effect at the time the services are invoiced.

Project Name: **Yavapai Hills Lower Pump Station**

**LABOR ESTIMATE**

Client/Owner: **City of Prescott**  
Project Manager: **Jeremy Clemmons**  
Prepared By: **Jeremy Clemmons**  
Proj/Prop No.: **100026118**  
Date: **February 9, 2012**

**ATKINS**

**FEE SUMMARY**

<u>ITEM</u>	<u>TOTAL</u>
Labor	\$242,000
Direct Costs	\$5,000
Allowance	\$65,000
<b>TOTAL</b>	<b>\$312,000</b>

**BILLING RATES**

**ENGINEERING SERVICES**

Engineering Aide - EA	\$70
Engineer I - EI	\$105
Engineer II - EII	\$115
Engineer III - EIII	\$120
Senior Engineer I - SEI	\$130
Senior Engineer II - SEII	\$140
Senior Engineer III - SEIII	\$145
Supervising Engineer I - SPEI	\$155
Supervising Engineer II - SPEII	\$170
Principal Engineer I - PRI	\$180
Principal Engineer II - PRII	\$196
Principal Engineer III - PRIII	\$209
Principal Engineer IV - PRIV	\$219

**ADMINISTRATIVE SERVICES**

Admin Assistant I/Clerk - AI	\$60
Admin Assistant II (N6) - AII	\$65
Admin Assistant III (N7) - AIII	\$75
Sr. Admin Assistant I (N8) - SAI	\$80
Sr. Admin Assistant II (N9) - SAII	\$85
Sr. Admin Assistant III - SAIII	\$100
Senior Administrator - SA	\$110

**OTHER PROFESSIONAL SERVICES**

Professional I/GIS Analyst - PI	\$90
Professional II/GIS Analyst II - PII	\$105
Sr. Prof. I/Sr. GIS Analyst I - SPI	\$125
Sr. Prof II/Sr. GIS Analyst II - SPII	\$140
Sr. Prof III/Sr. GIS Analyst III - SPIII	\$150
Supervising Professional - SP	\$175
Principal Professional - PP	\$196

**ENVIRONMENTAL SCIENCE**

Research Assistant - RA	\$60
Assistant Scientist - AS	\$75
Scientist I - SI	\$100
Scientist II - SII	\$110
Scientist III - SIII	\$120
Senior Scientist I - SSI	\$135
Senior Scientist II - SSII	\$175
Senior Scientist III - SSIII	\$185
Senior Scientist IV - SSIIV	\$220

**CONSTRUCTION RELATED SERVICES**

Contract Administrator - CA	\$85
Sr. Contract Administrator - CAS	\$110
Construction Mgmt Rep. I* - CMI	\$90
Construction Mgmt Rep. II* - CMII	\$100
Senior Field Representative* - SFR	\$115
Prevailing Wage Field Rep. - PWFR	\$114
Resident Engineer - SPEC	\$150
Construction Manager - CM	\$135
Senior Construction Manager - SCM	\$145

(\* non-prevailing wage)

**DESIGN & GRAPHIC SERVICES**

CADD Technician I (N7) - CTI	\$70
CADD Technician II (N8) - CTII	\$85
CADD Technician III (N9) - CTIII	\$95
Graphics Designer I (N10) - GDI	\$95
Graphics Designer II (N11) - GDII	\$100
Designer I - DI	\$100
Designer II - DII	\$110
Senior Designer I - SDI	\$120
Senior Designer II - SDII	\$135
Senior Designer III - SDIII	\$140

TASK DESCRIPTION		LABOR CODE STAFF HOURS											TOTALS				
Pt	Task Task/Sub	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	FEE
	<b>PM, Mgt &amp; Public Outreach</b>																\$25,000
	1000 PM, Mgt, QC & Public Outreach																
	<b>YHLPS Design</b>																
	2100 Utility & ADEQ Coordination																\$6,300
	2200 Field Work & Design Investigations																\$18,300
	2300 Preliminary Design																\$12,440
	2400 Final Design																\$96,960
	<b>Zone 7 Analysis</b>																
	3100 Hydraulics, Surge and EIC Analysis																\$11,000
	<b>Zone 56 Reservoir Assistance</b>																
	4100 Z56 Res EIC Design & CSS																\$14,000
	<b>YHLPS Bid, Const and As-Built Phases</b>																
	5100 Bid Phase Services																\$3,440
	5200 Construction Support																\$45,950
	5300 As-Built Services																\$8,610
	<b>Direct Costs</b>																
	6000 Direct Costs																\$5,000
	<b>Allowances</b>																
	7000 As-Needed Allowance Budget																\$65,000
<b>PAGE TOTALS</b>																	
TOTAL - THIS PAGE																	
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$312,000
TOTAL - ALL PAGES																	
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**COUNCIL AGENDA MEMO – February 28, 2012**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Award of bid and contract with CLM Earthmovers, LLC, for the Cliff Rose/Blackhawk Drainage Improvements Project in the amount of \$850,567.10

**Approved By:**

**Date:**

<b>Department Head:</b> Mark Nietupski, Public Works Director	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	<i>2-26-12</i>

**Item Summary**

This item is to award a bid and contract to perform drainage improvements in the Cliff Rose Subdivision and Blackhawk Subdivision. The project is funded through an Intergovernmental Agreement with Yavapai County Flood Control District and will provide improved capacity and conveyance of stormwater flows in the respective areas, which have experienced recurring problems with stormwater runoff in recent years. The project was solicited with a base bid and three (3) additive alternates to provide flexibility in contracting due to funding limitations.

**Background**

On March 22, 2011, City Council awarded a design contract to CivilTec Engineering for engineering services to develop final plans, specifications, and estimates for the Cliff Rose Drainage and Blackhawk Drainage Improvement Projects.

The combined work consists of major drainage infrastructure improvements within the Cliff Rose Subdivision and minor drainage improvements within the Blackhawk Subdivision.

The scope of improvements within Cliff Rose subdivision consists of reconstructing and expanding the capacity of two channels that flow through the subdivision. The base bid represents the reconstruction of the channel that originates at the Rowle P. Simmons Community Center and continues to a point just downstream of Boardwalk Avenue.

Alternate Bid Item No. 1 includes expanding the capacity of the existing channel that originates at the outflow point of the Blooming Hills Estates detention pond and extends easterly crossing Boardwalk Avenue and Marvin Gardens Lane. This phase also includes the installation of catch basins and connecting storm sewer pipe at both roadway crossings.

Alternate Bid Items 2 and 3 include the installation of catch basins and connecting storm sewer pipe at two locations within Blackhawk and one within Cliff Rose respectively.

<p><b>Agenda Item:</b> Award of bid and contract with CLM Earthmovers, LLC, for the Cliff Rose/Blackhawk Drainage Improvements Project</p>
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Other major drainage improvements are planned for the Blackhawk Subdivision in FY 2013, presuming additional funding is secured through the Yavapai County Flood Control District.

**Bid Results**

A mandatory pre-bid meeting was held on January 26, 2012. On February 9, 2012, five bids were received as follows:

**Base Bid:** Drainage Improvements within the Cliff Rose Subdivision along the drainage corridor behind the Rowle P. Simmons Community Center to Boardwalk Avenue:

CLM Earthmovers, LLC	Prescott, Arizona	\$518,072.65*
Capital Improvements, LLC	Prescott, Arizona	\$556,705.00
Asphalt Paving & Supply, Inc.	Prescott Valley, Arizona	\$611,658.00*
Grady's Quality Excavating, Inc.	Dewey, Arizona	\$711,278.95*
Fann Contracting, Inc.	Prescott, Arizona	\$875,895.00*
Engineer's Estimate		\$611,438.00

**Additive Alternate No. 1:** Drainage improvements within the Cliff Rose Subdivision along a drainage corridor between Boardwalk Avenue and Marvin Gardens Lane:

<u>Bidder</u>	<u>Location</u>	<u>Base Bid</u>
CLM Earthmovers, LLC	Prescott, Arizona	\$269,084.80
Asphalt Paving & Supply, Inc.	Prescott Valley, Arizona	\$283,629.10
Grady's Quality Excavating, Inc.	Dewey, Arizona	\$323,247.27*
Capital Improvements, LLC	Prescott, Arizona	\$351,820.00
Fann Contracting, Inc	Prescott, Arizona	\$403,645.00*
Engineer's Estimate		\$220,245.00

**Additive Alternate No. 2:** Drainage improvements within Cliff Rose Subdivision along a drainage corridor from Marvin Gardens Lane to an existing drainage channel to the East:

<u>Bidder</u>	<u>Location</u>	<u>Base Bid</u>
CLM Earthmovers, LLC	Prescott, Arizona	\$43,900.65
Asphalt Paving & Supply, Inc.	Prescott Valley, Arizona	\$43,451.00
Capital Improvements, LLC	Prescott, Arizona	\$48,035.00
Grady's Quality Excavating, Inc	Dewey, Arizona	\$54,225.28*
Fann Contracting, Inc	Prescott, Arizona	\$65,002.00*
Engineer's Estimate		\$32,267.00

**Agenda Item: Award of bid and contract with CLM Earthmovers, LLC, for the Cliff Rose/Blackhawk Drainage Improvements Project**

**Additive Alternate No. 3: Drainage improvements within Blackhawk Subdivision:**

<u>Bidder</u>	<u>Location</u>	<u>Base Bid</u>
CLM Earthmovers, LLC	Prescott, Arizona	\$63,409.65
Asphalt Paving & Supply, Inc.	Prescott Valley, Arizona	\$56,163.80
Capital Improvements, LLC	Prescott, Arizona	\$88,320.00
Grady's Quality Excavating, Inc.	Dewey, Arizona	\$88,703.42*
Fann Contracting, Inc.	Prescott, Arizona	\$124,976.00*
Engineer's Estimate		\$50,521.00

\*Corrected for mathematical errors.

Due to funding constraints the award of a contract is recommended based on the low bids submitted for the Base Bid, Additive Alternate No. 1, and Additive Alternate No. 3. Additive Alternate No. 2 will become contingent work to be performed should sufficient contract funds remain available upon completion of the previously described work. (Base Bid, Alt. No.1, & Alt. No. 3)

The recommended award follows:

CLM Earthmovers, LLC	Base Bid	\$518,072.65*
	Additive Alternate No. 1	\$269,084.80
	Additive Alternate No. 3	<u>\$ 63,409.65</u>
	Total	\$850,567.10

**Project Schedule**

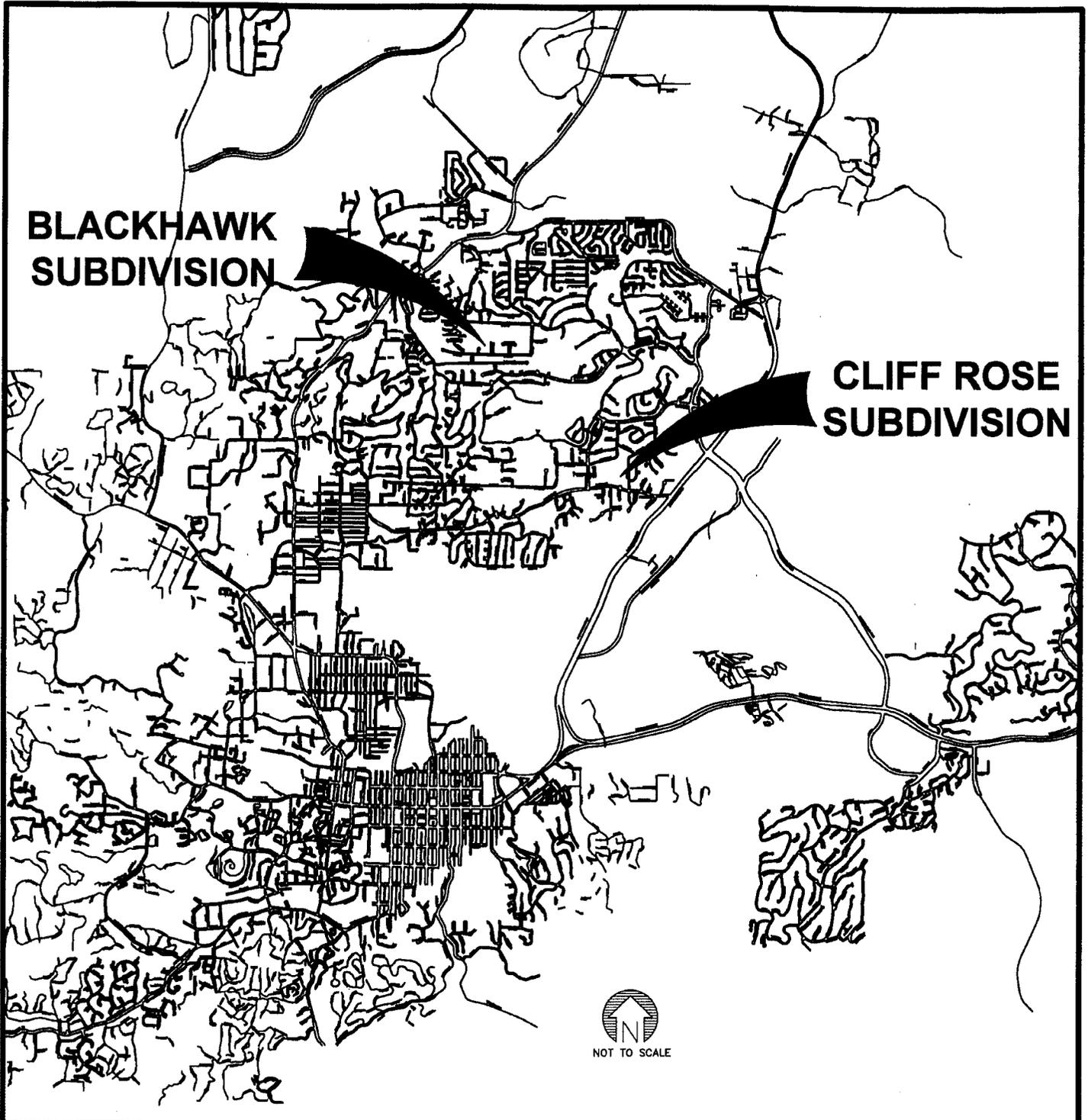
The project is anticipated to begin the week of March 5, 2012, with completion anticipated the week of June 4, 2012.

**Budget**

FY12 funding is available for this project through the Intergovernmental Agreement with the Yavapai County Flood Control District. (Budget Account Nos. 2157810-12007 and 2157810-12008).

**Attachments** - Location Maps

**Recommended Action: MOVE** to award the bid and contract with CLM Earthmovers, LLC, for the Cliff Rose/Blackhawk Drainage Improvements Project in the amount of \$850,567.10.



## **PROJECT VICINITY MAP**

**CLIFF ROSE/BLACKHAWK DRAINAGE  
IMPROVEMENTS PROJECT**

**CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT**

BLOOMING HILLS DR

Hwy 89

ROSSER STREET

CLIFF ROSE SUBDIVISION  
DRAINAGE IMPROVEMENTS

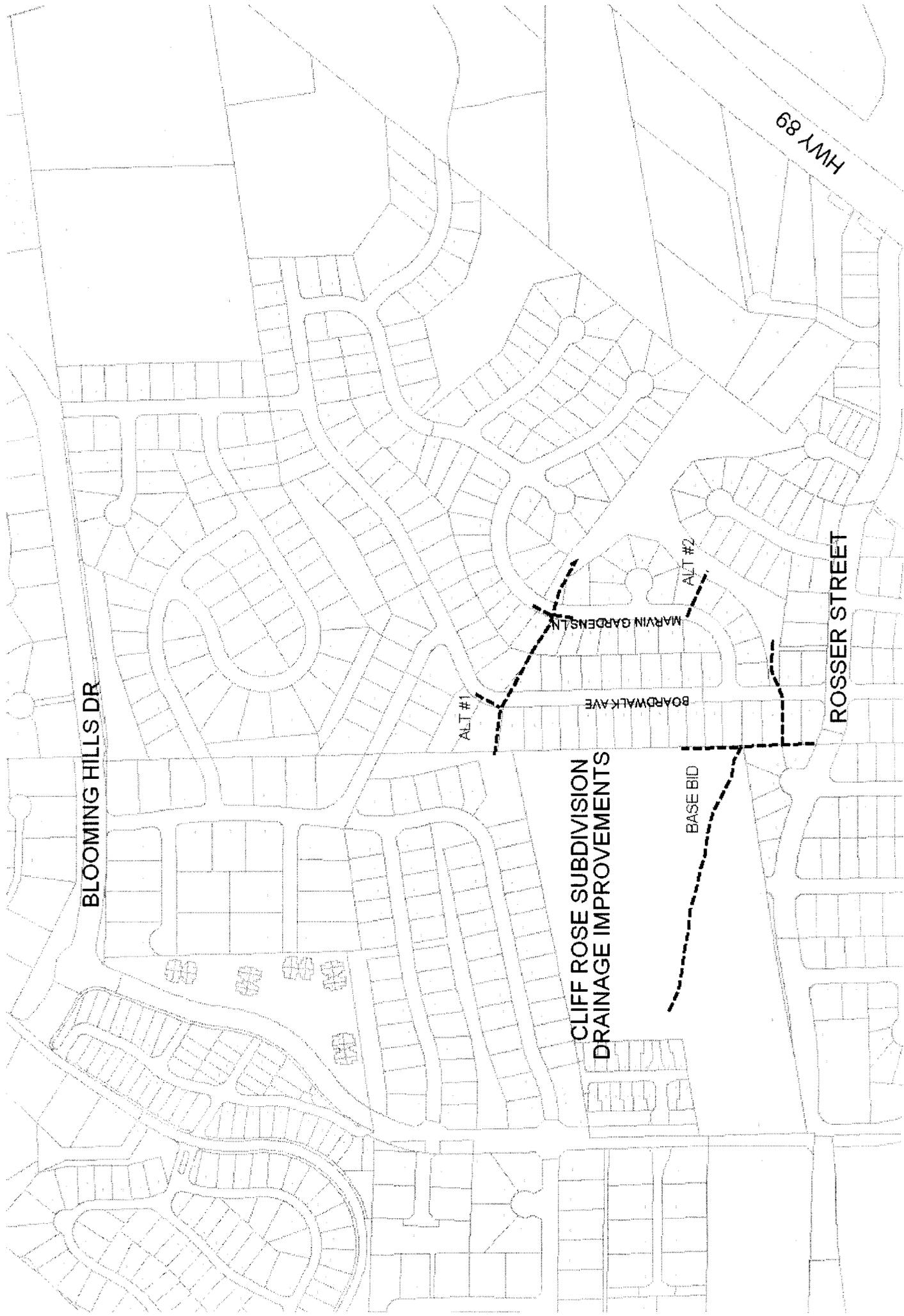
ALT #1

ALT #2

BASE BID

BOARDWALK AVE

MARVIN GARDENS LN



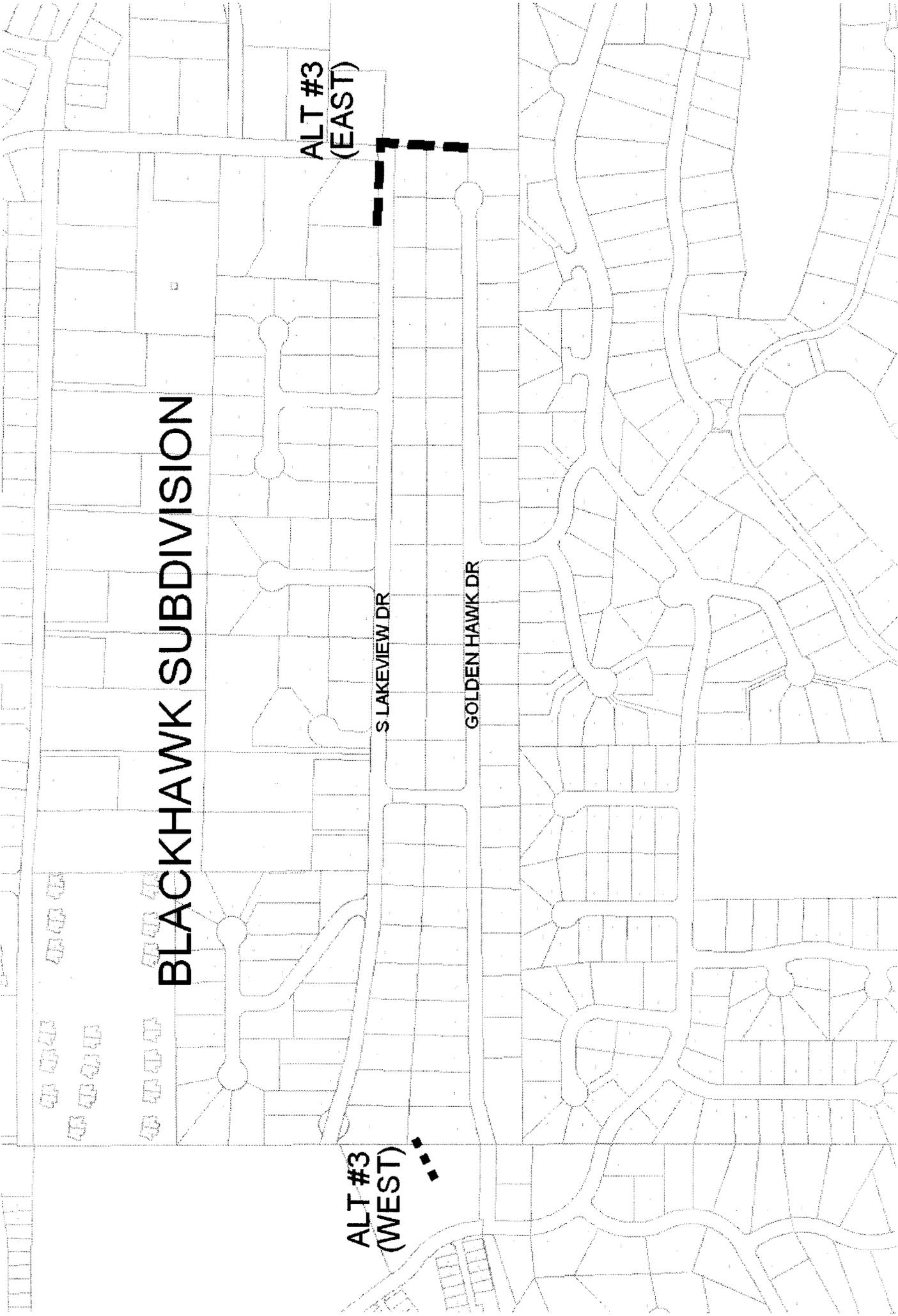
# BLACKHAWK SUBDIVISION

ALT #3  
(EAST)

S LAKEVIEW DR

GOLDEN HAWK DR

ALT #3  
(WEST)



II-K

**COUNCIL AGENDA MEMO – February 28, 2012**

**DEPARTMENT:** Field and Facilities Services

**AGENDA ITEM:** Approval of a license agreement with the Prescott Chamber of Commerce for the use of parking spaces in a City-owned lot

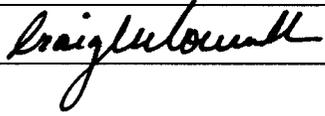
**Approved By:**

**Date:**

**Department Head:** Stephanie Miller, Field and Facilities Director

**Finance Director:** Mark Woodfill

**City Manager:** Craig McConnell



2-17-12

**Item Summary**

The Chamber of Commerce and City have had a longstanding agreement whereby the Chamber provides visitor services on behalf of the community in exchange for a number of parking spaces in the City-owned parking lot directly south of their building. This agreement replaces the prior one (2006) which has expired.

**Background**

The Chamber of Commerce has expressed interest in a new agreement under the same terms and conditions as the original. The agreement makes available to the Chamber ten parking spaces Monday through Friday from 8:00 AM until 5:00 PM, with the addition of the Memorial Day holiday weekend which includes Friday through Monday.

The new agreement reflects reviews and updated content provided by the City's Legal and Risk Departments addressing insurance requirements.

The initial term of the agreement is three (3) years, automatically renewed for two (2) additional one (1) year periods. Either party may terminate the agreement upon thirty (30) days written notice to the other.

**Attachments**

License Agreement and City lot map showing spaces to be licensed.

**Financial Impact**

None

**Recommended Action:** MOVE to approve the license agreement with the Prescott Chamber of Commerce.

Legend

 Prescott Chamber of Commerce

 Yavapai County

 City of Prescott

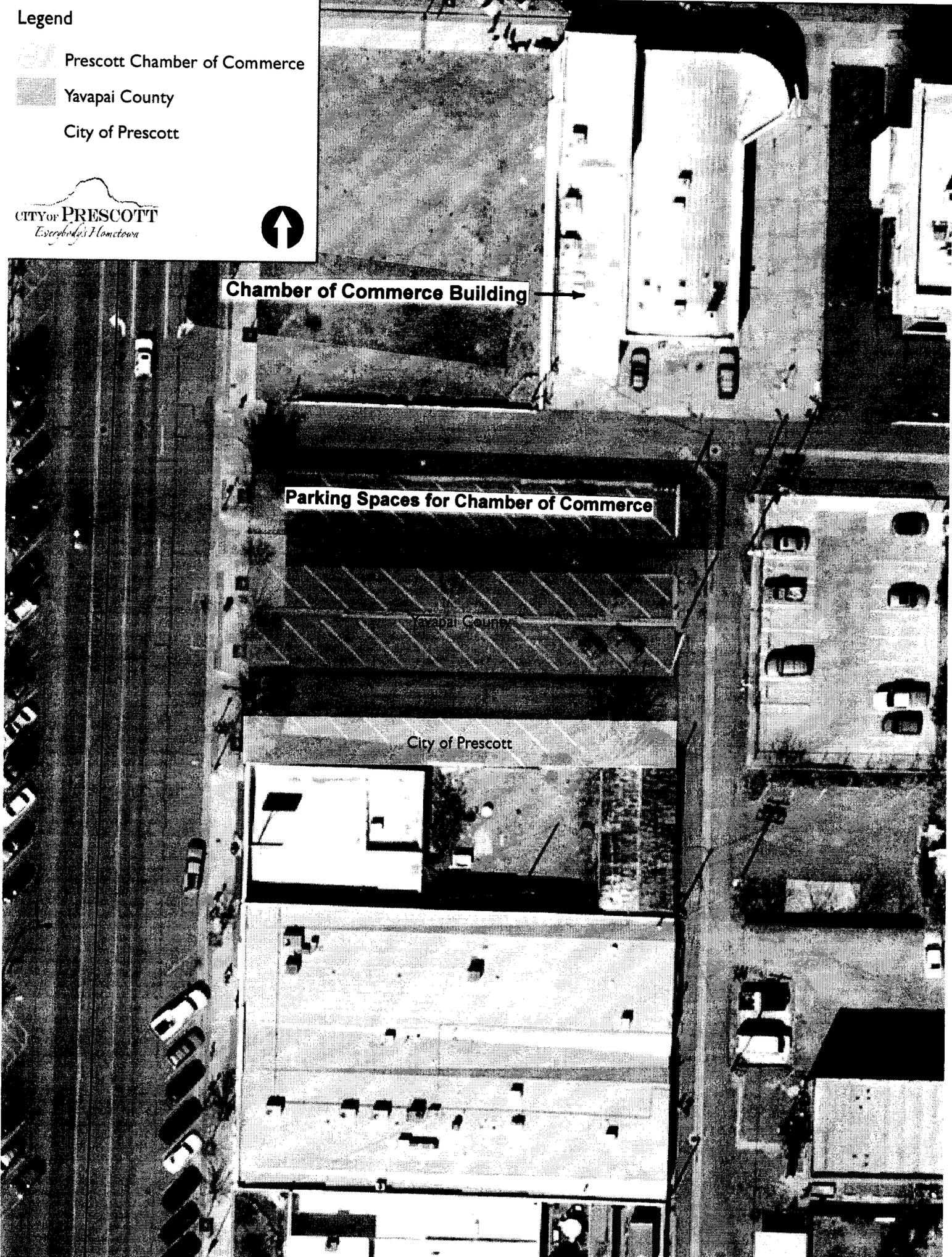


**Chamber of Commerce Building** →

**Parking Spaces for Chamber of Commerce**

Yavapai County

City of Prescott



## LICENSE AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of February, 2012, by and between the CITY OF PRESCOTT, a municipal corporation located in Yavapai County, Arizona, (hereinafter referred to as "Licensor"), and the PRESCOTT CHAMBER OF COMMERCE, an Arizona non-profit corporation located at 117 West Goodwin, Prescott, Arizona, (hereinafter referred to as "Licensee").

### **WITNESSETH**

**WHEREAS**, the Licensor is the owner of certain real property herein described, which is available for use for the public good; and

**WHEREAS**, Licensee desires an agreement with the Licensor for use of the herein described property; and

**WHEREAS**, the parties have determined that the benefits to the community which derive from the activities of the Licensee benefit the community as a whole, and it is therefore in the best interests of the community for the Licensor to assist the Licensee in its operations.

**NOW, THEREFORE**, in consideration of the premises 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 hereto agree as follows:

1. **PREMISES.** That the subject of this Agreement is that portion of the real property more particularly described as the City parking lot located directly south of the Chamber of Commerce building, 117 West Goodwin, Prescott, Yavapai County, Arizona, and depicted in Exhibit A, which is incorporated herein and denotes the spaces and area subject to this license agreement .

2. **WARRANTY.** At the commencement of the term of this License, Licensee shall accept the parking lot parking spaces described herein in their existing condition. No representations, statement or warranties, express or implied, have been made by or on behalf of the Licensor as to the condition thereof. In no event shall the Licensor be liable for any defect in such property or for any limitation on its use.

3. **ABANDONMENT.** In the event of abandonment and non-use by the Licensee of its building at 117 West Goodwin, which is adjacent to the parking lot, then and in that event this License shall automatically terminate, and the Licensor shall have the right to immediate re-entry and possession.

4. **TAXES.** Licensee shall pay prior to delinquency any and all taxes assessed against and levied upon any equipment or other personal or real property contained on the premises or elsewhere.

5. **SURRENDER OF PREMISES.** It is agreed that at the termination of this License Agreement the Licensee will quit and surrender the parking lot, in as good order and condition as reasonable use and wear thereof will permit, damage by the elements excepted.

6. **USE.**

(a) Licensee shall be entitled to the licensed use of ten (10) parking spaces in the parking lot described herein, which spaces shall be designated by the City of Prescott, and will be allowed licensed use of the demised premises for the purpose of parking of Chamber staff and invitees. The use of the parking facility shall be for the sole and exclusive use of the Chamber during the times and for the periods set forth herein, in order to assist the Prescott Chamber of Commerce to facilitate the economic well being of the City of Prescott, to promote tourism, business and commercial development, services to the existing and future citizens of the City of Prescott, and to facilitate civic related events. In exchange for such activities in the public interest, there shall be no charge for the parking spaces during the term of this agreement. The use shall be between the hours of 8:00 a.m. to 5:00 p.m, Monday through Friday only, commencing on the \_\_\_\_\_ 2012, and through the \_\_\_\_\_ 2015, unless sooner terminated by the parties as provided herein. The premises licensed herein shall be used for no other purpose without Licensor's prior written consent.

(b) Licensee shall also be entitled to the use of the parking lot described herein for the purpose of the annual Offstreet Festival held on Memorial Day holiday weekend (includes Friday through Monday).

(b) Licensee shall, at Licensee's sole expense, comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term of this License.

(c) Licensee hereby accepts the premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the premises, and accepts this License subject thereto and to all matters disclosed thereby. Licensee acknowledges that neither Licensor nor Licensor's agents have made any representation or warranty as to the suitability of the premises for the conduct of Licensee's business.

7. **SIGNS.**

(a) Licensee shall place no signs, flags, posters or other advertising or other promotional materials on the premises without the prior written consent of Licensor or without first complying with all applicable City of Prescott ordinances and regulations.

8. **LICENSEE'S OBLIGATIONS.** Licensee shall, at its own expense and throughout the term of this License Agreement, maintain, service, replace and keep and maintain in good repair the parking lot spaces and adjacent area which is the subject of this License agreement, including keeping the spaces clean and upon the termination of this License Agreement shall

surrender the same in the same condition as received, ordinary wear and use excepted. Licensee shall also repair any damage to the demised premises, including the patching and filling of any holes and other repairs caused or attributable to licensee's use. In the event of the failure of the Licensee to repair, Licensor shall give Licensee written notice of the repairs needed. The failure of the Licensee to perform any such repairs within ten (10) days thereafter shall entitle (but not obligate) Licensor to have said repairs made by its agents, contractors or subcontractors, the cost thereof to be borne solely by the Licensee.

9. **KEEPING PARKING LOT CLEAN.** Licensee hereby agrees to keep the portion of the lot it has licensed in a clean and neat condition at all times, including any sidewalks adjoining thereto.

10. **ALTERATIONS AND ADDITIONS.** Alterations and additions may not be made to the parking lot without the prior written consent of the Licensor, at the Licensor's sole discretion. Any alterations or additions to the premises shall become part of the realty and shall belong to the Licensor upon the termination of this License Agreement. Licensee shall further keep the licensed premises free from any and all liens arising out of any work performed, material furnished to or obligations incurred by the Licensee. It is further understood and agreed by and between the parties that under no circumstances is the Licensee to be deemed the agent of the Licensor for any alteration, repair or operation of or upon the parking lot, the same being done at the sole expense of the Licensee, and all contractors, subcontractors, materialmen, mechanics and laborers are hereby charged with notice that they must look to Licensee only for the payment of any charge for work done and materials furnished upon the licensed premises during the term of this License Agreement.

11. **LIENS CREATED BY LICENSEE.** Licensee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the premises or other estate or reversion of the Licensor in the demised premises, and should any such lien be filed, the Licensee at its own cost and expense shall bond or otherwise discharge the same within ten (10) days after the filing thereof.

12. **LICENSEE'S FIXTURES.** Licensee may install on its spaces in the parking lot any fixtures the Licensee deems desirable, subject to prior written consent of the Licensor. Licensee may remove these fixtures at any time but shall repair any such damage caused by removal. Any fixtures or other property of Licensee remaining on the premises after termination of this License Agreement shall, after seven (7) days, become the property of the Licensor.

13. **PROHIBITION AGAINST ASSIGNMENT.** Licensee shall not assign, mortgage or encumber this License Agreement without the prior written consent of the Licensor in such instance.

14. **PROHIBITION AGAINST LICENSEE.** Licensee shall not, at any time, without first obtaining the Licensor's express written consent:

- (a) Change, whether by alteration, replacement, rebuilding or otherwise, the

exterior color or architecture of the leased property.

(b) Perform any act or carry on any practice which may damage, mar or deface the licensed property.

15. **RIGHT OF ENTRY TO LICENSOR.** Licensee shall permit an inspection of the licensed property and entry thereto by the Licensor or its agents or representatives at any time during the term of this License Agreement.

16. **RIGHT OF ENTRY TO PUBLIC.** Licensee specifically and expressly understands and agrees that between the hours of 5:00 p.m. and 8:00 a.m., and all day on Saturdays, Sundays and holidays, the demised premises shall be available to the public at large for parking. No fees shall be charged during the foregoing hours to the public at large for parking.

17. **DAMAGE OR INJURY TO PROPERTY.** Licensee hereby agrees to exempt, indemnify and hold harmless the Licensor from any and all liability for any damage or injury to any person or property whatsoever resulting from any activity occurring on the demised property during the term of this License Agreement.

18. **INDEMNITY.** Licensee shall defend, indemnify and hold harmless Licensor from and against any and all claims arising from the Licensee's use of the premises, from the conduct of Licensee's business or from any other activity, work or things done, permitted or suffered by Licensee in or about the premises or elsewhere and by members of the public in and about the premises or elsewhere, and shall further defend, indemnify and hold harmless Licensor from and against any and all claims arising from any breach or default in the performance of any obligation on the Licensee's part to be performed under the terms of the License or arising from any negligence or omission of the Licensee, or any of the Licensee's agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Licensee, as a material part of the consideration to Licensor, hereby assumes all risks of damage to property or injury to persons, in, upon or about the premises arising from any cause whatsoever and Licensee hereby waives all claims in respect thereof against Licensor. Further, in the event a claim is made against Licensee during its use, control or operation of the parking lot, Licensee, within forty-eight (48) hours thereafter, shall give written notice to the Licensor of such claim, and cooperate fully in the investigation and defense thereof.

19. **REPAIR OR REPLACEMENT IN THE EVENT OF VANDALISM.** Notwithstanding anything to the contrary herein contained, Licensee agrees to repair or replace without delay and at its own sole cost any and all portions of the premises described herein that may be damaged by vandalism or malicious mischief. Such repairs and replacements shall be made promptly, as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. On default of the Licensee in making such repairs and replacements, Licensor may, but shall not be required to, make such repairs and replacements, chargeable to the Licensee.

20. **INSURANCE.** Licensee shall keep all improvements and personal property on the lease premises, including all alterations, additions and improvements, insured against loss or damage. Licensee shall further agree to provide and maintain in full force and effect during the entire term of this License Agreement,

- Commercial General Liability – Occurrence Form, Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- General Aggregate \$2,000,000
- Products–Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Licensee." 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 City of Prescott Risk Management Department. Certificate(s) of insurance is to be mailed to the following address:

Risk Management  
City of Prescott  
201 S. Cortez  
Prescott, AZ 86303

Reference Contract No. \_\_\_\_\_

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

22. **TERM OF AGREEMENT AND TERMINATION.** This License Agreement is subject to termination by either the Licensee or the Licensor upon thirty (30) days written notice to the other. This agreement shall be in effect for an initial term of three (3) years, and shall be automatically renewed for two (2) additional 1 year periods, if the agreement has not been earlier terminated by either party by written notice of termination.

23. **NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to Licensor or Licensee, respectively, at the address set forth after their signatures at the end of this License Agreement, or at

their last known business address.

24. **WAIVER BY LICENSOR.** The waiver by the Licensor of any breach or breaches by the Licensee of any one or more of the covenants, agreements, conditions or obligations herein contained shall not bar the Licensor's right to declare a forfeiture or to employ any other rights or remedies of the said Licensor in the event of any subsequent breach of any such or other covenants, agreements, conditions or obligations.

25. **SEVERABILITY.** The invalidity of any provision of this License Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.

26. **CHANGE IN LICENSE.** The making, execution and delivery of this License Agreement has not been induced by any representation, statement, warranties or agreements other than those herein expressed. It is mutually agreed by and between the parties hereto that this Agreement supersedes all other previous and/or other agreements bearing upon the above premises, and it is further agreed that no changes to or in this License shall be made without being in writing, signed by all parties hereto.

27. **CONSTRUCTION.** The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona. This Agreement supercedes any and all prior agreements between the parties with respect to the subject parking lot.

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

29. **AMBIGUITY OF AGREEMENT.** This Agreement is the result of negotiations by and between the parties. Although it has been drafted by counsel for the Licensor, it is the result of the negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

CITY OF PRESCOTT, a  
municipal corporation  
P.O. Box 2059  
Prescott, Arizona 86302

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Gary D. Kidd, City Attorney

PRESCOTT CHAMBER OF COMMERCE,  
a non-profit corporation  
117 West Goodwin  
Prescott, Arizona 86301

By \_\_\_\_\_

Its \_\_\_\_\_

II-L

<b>COUNCIL AGENDA MEMO – February 28, 2012</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Request by CenturyLink for approval of night work to construct a vault and underground conduit for fiber optic cable at the intersection of Gurley and McCormick Streets

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski, Public Works Director	2/22/2012
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Craig McConnell <i>Craig McConnell</i>	2-23-12

**Item Summary**

This item is to approve night work for CenturyLink and their contractor (Fishell) to construct a vault and underground conduit for fiber optic cable at the intersection of Gurley Street and McCormick Street from March 5 - 9, 2012, between the hours of 10:00 pm and 6:00 am, and until 8:00 am on two of the mornings.

**Background**

CenturyLink began construction of new underground fiber optic cable in the downtown area on Tuesday February 21, 2012. The fiber optic cable will expand the current wireless network and improve access to the 4G networks by various providers. The project limits extend from Granite Street on Willis Street to McCormick Street, then south on McCormick Street to Beach Avenue, then continue west on Beach Avenue to Summit Avenue. A short segment will be installed on Park Avenue from Gurley Street south 200'. A majority of the work will be accomplished by directional boring to reduce damage to the streets and impact to property owners.

A new vault will be constructed at the Gurley / McCormick Street intersection that will connect existing conduit to the new fiber optic conduit. The vault will take several days to construct and will require a significant amount of traffic control to maintain two-way traffic through the intersection. As a result, parking spaces along both sides of Gurley will be eliminated to provide for two-way traffic during the vault construction. In order to minimize impacts to the adjacent businesses and parking, CenturyLink is requesting to perform night work to construct the vault and make the conduit connections. There will be two mornings when CenturyLink will work until 8:00 AM to complete vault work and place slurry backfill.

**City Code Title V Chapter 5-4-2** prohibits outdoor noise associated with construction activity between the hours of 8:00 pm and 6:00 am Monday - Saturday and all day on Sundays within City limits. **Chapter 5-4-5** enables City Council to make temporary exceptions to this Code provision for limited periods of time under such terms, conditions and limitations as may be set forth in the Council's approval.

**Agenda Item:** Request by CenturyLink for approval of night work to construct a vault and underground conduit for fiber optic cable at the intersection of Gurley and McCormick Streets

**Attachments - Area Plan**

**Recommended Action:** **MOVE** to approve night work for CenturyLink at the intersection of Gurley and McCormick Streets between the hours of 10:00 pm and 6:00 am, with work occurring two mornings until 8:00 am, from March 5 – 9, 2012.

AREA PLAN

