



CITY COUNCIL VOTING MEETING MEETING

VOTING MEETING AGENDA

TUESDAY, JANUARY 26, 2021, 3:00 PM

201 S. Cortez Street
Prescott, AZ 86303
City Council Chambers

Greg Mengarelli, Mayor

Alexa Scholl, Mayor Pro Tem

Steve Blair, Councilman

Phil Goode, Councilman

Billie Orr, Councilwoman

Cathey Rusing, Councilmember

Steve Sischka, Councilman

The following Agenda will be considered by the Prescott **City Council Voting Meeting** at its **Voting Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of the meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02. One or more members of the Council may be attending the meeting through the use of a technological device.

Viewing & Participation

This meeting may be viewed on Channel 64 and Facebook Live as well as on the City's website: [City Council Live Meeting Videos](#)

Or via Zoom by registering in advance at: [Zoom Registration Link](#)

Comments to be read by the City Clerk from the public may be submitted through the City website: [Speaker Request Form](#)

1. **CALL TO ORDER**
2. **INTRODUCTIONS / ANNOUNCEMENTS**
3. **INVOCATION**

Reverend Dale Skurla with Lutheran Transitional Ministry Association

4. **PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Scholl

5. **ROLL CALL**
6. **PROCLAMATIONS**

A. Downwinders Day of Remembrance

B. 100th Anniversary Bucky O'Neill Post 541

7. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately.

Recommended Action: MOVE to approve Consent Agenda Items 7.A. through 7.E.

- A. Approval of Minutes from the January 12, 2021 Executive Session, and the January 12, 2021 Voting Meeting.
- B. Approval of City Contract No. 2021-099 with ePlus Technology Incorporated for Fortinet Annual Support and Maintenance in an Amount not to Exceed \$38,512.10 using National Cooperative Purchasing Alliance (NCPA) Contract 01-97 Pricing. Funding is Available in the General Fund.
- C. Approval of City Contract No. 2021-098 to Dukes Root Control, Inc., for Application of Root Control Herbicide in City Sewer Mains, in an Amount not to Exceed \$140,000.00 Annually, for up to Three Years. Funding is Available in the Wastewater Fund.
- D. Approval of City Contract No. 2021-104, a Professional Services Agreement with Streetlight Data Inc. in the Amount of \$30,000 for Collection and Processing of Digital Traffic Data. Funding is Available in the FY21 Street Fund.
- E. Approval of CSP20-005, a Comprehensive Sign Plan Amendment at the Depot Marketplace Shopping Center to Add a Center Pylon Sign at the Intersection of Sheldon Street and Montezuma Street. Location: 303 N Montezuma Street (APN 113-18-005); Property Owner: Zemplen Joy De Personal Trust; Applicant: Bootz & Duke Sign Company.

8. CONSENT ORDINANCE

Recommended Action: MOVE to adopt Consent Ordinance Items 8.A. and 8.B.

- A. Adoption of Ordinance No. 2021-1740 Authorizing the Acceptance of a Water Line Easement, from Embry-Riddle Aeronautical University, Inc.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A WATER LINE EASEMENT, FROM EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC., AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID ACCEPTANCE.

- B. Adoption of Ordinance No. 2021-1744 Replacing Prescott City Code Chapter 1-20.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE I, CHAPTER 1-20 (CITY PERSONNEL), SECTION 1-20-1 THROUGH 1-20-25, BY DELETING CHAPTER 1-20, SECTIONS 1-20-1 THROUGH 1-20-25 IN THEIR ENTIRETY AND ADDING A NEW TITLE I, CHAPTER 1-20 , SECTIONS 1-20-1 THROUGH 1-20-7; AND RENAMING THIS NEW CHAPTER 1-20 “HUMAN RESOURCES”

9. LIQUOR LICENSES

- A. Public Hearing and Consideration for a New Series 3 In State Microbrewery Liquor License Application from Drew William Pool, Applicant, for Wren House Brewing Co. Location: 6396 Lear Lane.

Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License No. 129870 for a new Series 3 In State Microbrewery liquor license for Wren House Brewing Co. Location: 6396 Lear Lane.

10. REGULAR AGENDA

- A. Adoption of Resolution No. 2021-1767 Approving City Contract No. 93-116A2 an Amendment to City Contract No. 93-116 to the Intergovernmental Agreement for Sewage Treatment Service Between the Iron Springs Sanitary District and the City of Prescott.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AMENDMENT NUMBER 2 TO THE INTERGOVERNMENTAL AGREEMENT FOR SEWAGE TREATMENT SERVICE BETWEEN THE IRON SPRINGS SANITARY DISTRICT AND THE CITY OF PRESCOTT FOR THE DISTRICT’S TRANSFER OF ITS ASSETS (CASH AND INFRASTRUCTURE) TO THE CITY AND FOR THE CITY’S CORRESPONDING COMMITMENT TO CONTINUE TO RECEIVE THE DISTRICT’S EFFLUENT AND MAINTAIN THE SYSTEM ON AN ONGOING BASIS, AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

Recommended Action: MOVE to adopt Resolution No. 2021-1767.

- B. Adoption of Ordinance No. 2021-1743 Amending City Code, Title XVII General Engineering Standards, Chapter 4, Section 4.7.2 Water Main Pipes and Materials; Amending Quad City Standard Detail 100Q and Deleting COP Standard Detail 200P-2 to Prohibit the Use of Polyvinyl Chloride (PVC) Pipe for New Water Main Installations.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE XVII, GENERAL ENGINEERING STANDARDS, ARTICLE 4 - WATER, SECTION 4.7.2 WATER MAIN PIPES AND MATERIALS; AMENDING QUAD CITY STANDARD DETAIL 100Q; DELETING COP CITY STANDARD DETAIL 200P-2; AND, ADDING SEVERANCE AND PENALTY PROVISIONS.

Recommended Action: MOVE to adopt Ordinance No. 2021-1743.

- C. Approval of City Contract No. 2021-105 with Kimley-Horn for Engineering and Design Services for the Granite Creek Corridor in the Amount of \$179,178.00. Funding is Available in Both the General Fund and from Public Works.

Recommended Action: MOVE to approve City Contract No. 2021-105.

- D. Legislative Update

Recommended Action: This item is for discussion only, no formal action will be taken.

11. ADJOURNMENT

EXECUTIVE SESSION

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (3) Discussion or consultation for legal advice with the city’s attorneys (A.R.S. §38-431.03(A)(3));
- (4) Discussion or consultation with the city’s attorneys regarding the city’s position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. § 38-431.03(A)(4));
- (5) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (6) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6));
- (7) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

THE CITY OF PRESCOTT ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 72 hours advanced notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 777-1272 to request an accommodation to participate in this public meeting. Prescott TDD number is (928) 445-6811. Additionally, free public relay service is available from Arizona Relay Service at 1-800-367-8939 and more information at www.azrelay.org

Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. §38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys’ fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless City Council takes a legal action at a properly noticed open meeting to approve of such expenditures prior to incurring any such obligation or indebtedness. A.R.S. §38-431.07(A)(B).

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

Sarah M. Siep

Sarah M. Siep, City Clerk

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of Minutes from the January 12, 2021 Executive Session, and the January 12, 2021 Voting Meeting.

ITEM SUMMARY

Attached for approval are the City Council minutes for the January 12, 2021 Executive Session, and the January 12, 2021 Voting Meeting.

BACKGROUND

N/A

FINANCIAL IMPACT

There is no fiscal impact on this item.

Recommended Action:

ATTACHMENTS

1. [January 12, 2021 Executive Session Minutes.docx](#)
2. [January 12, 2021 Voting Meeting Minutes.docx](#)



CITY COUNCIL EXECUTIVE SESSION MEETING

EXECUTIVE SESSION MINUTES

TUESDAY, JANUARY 12, 2021, 11:00 AM

201 S Cortez Street
Prescott, AZ 86303
Lower Level Conference Room

Greg Mengarelli, Mayor

Alexa Scholl, Mayor Pro Tem

Steve Blair, Councilman

Phil Goode, Councilman

Billie Orr, Councilwoman

Cathey Rusing, Councilmember

Steve Sischka, Councilman

MINUTES OF THE EXECUTIVE SESSION OF THE PRESCOTT CITY COUNCIL EXECUTIVE SESSION HELD ON JANUARY 12, 2021, IN THE 201 S CORTEZ STREET PRESCOTT, AZ 86303 LOWER LEVEL CONFERENCE ROOM.

1. Call to Order

Mayor Mengarelli called the meeting to order at 11:05 a.m.

2. Roll Call

Greg Mengarelli	Mayor
Alexa Scholl	Mayor Pro Tem
Steve Blair	Councilman
Phil Goode	Councilman
Billie Orr	Councilwoman - Excused
Cathey Rusing	Councilmember
Steve Sischka	Councilman

3. Call to Enter Executive Session

**MOTION BY COUNCILMAN GOODE TO CONVENE EXECUTIVE SESSION;
SECONDED BY COUNCILMAN SISCHKA: PASSED [6 – 0].**

4. LEGAL MATTERS

Discussion or consultation for legal advice with the City's attorneys, discussion or consultation with the City's attorneys in order to consider its position and provide direction regarding the City's position on contracts that are the subject of negotiations, discussions or consultations with the City's attorneys and staff in order to consider and provide direction regarding negotiations for the purchase, sale or lease of real property.

A.R.S. §38-431.03(A)(3),(4)(7).

A. Assignment and Assumption of Monarch Aviation at Airport by Juliet Tango LLC and Possible Amendments to Lease

5. Adjournment

There being no further business to discuss, Mayor Mengarelli adjourned the meeting at 12:15 p.m.

GREG MENGARELLI, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Executive Session of the City Council Executive Session of the City of Prescott, Arizona held on January 12, 2021. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

AFFIX
CITY
SEAL

Sarah M. Siep, City Clerk



CITY COUNCIL VOTING MEETING MEETING

VOTING MEETING MINUTES

TUESDAY, JANUARY 12, 2021, 3:00 PM

201 S. Cortez Street
Prescott, AZ 86303
City Council Chambers

Greg Mengarelli, Mayor

Alexa Scholl, Mayor Pro Tem

Steve Blair, Councilman

Phil Goode, Councilman

Billie Orr, Councilwoman

Cathey Rusing, Councilmember

Steve Sischka, Councilman

MINUTES OF THE VOTING MEETING OF THE PRESCOTT CITY COUNCIL VOTING MEETING HELD ON JANUARY 12, 2021, IN THE 201 S. CORTEZ STREET PRESCOTT, AZ 86303 CITY COUNCIL CHAMBERS.

1. CALL TO ORDER

Mayor Mengarelli called the meeting to order at 3:00 p.m.

2. INTRODUCTIONS / ANNOUNCEMENTS

Councilwoman Orr discussed her time on Council and service to the community. She recognized YRMC nursing staff, Dr. Hess and Dr. Askari for their care while she had COVID-19; and thanked Mayor Mengarelli for keeping Prescott citizens so informed through the recent difficult times in the pandemic. She discussed all that has been accomplished during her tenure on Council including the passing of Prop 443 and what a positive impact that has had on the community. Councilwoman Orr also recognized City Manager Michael Lamar and Councilman Blair for their dedication. She said that it has been an honor to work with Mayor Mengarelli.

Mayor Mengarelli thanked Councilwoman Orr for her dedication and mentorship.

3. INVOCATION

Father Ian Emile Dunn with All Saints Anglican Church

4. PLEDGE OF ALLEGIANCE

Mayor Mengarelli

5. ROLL CALL

Greg Mengarelli Mayor
Alexa Scholl Mayor Pro Tem
Steve Blair Councilman
Phil Goode Councilman
Billie Orr Councilwoman
Cathey Rusing Councilmember
Steve Sischka Councilman

6. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately.

Recommended Action: MOVE to approve Consent Agenda Items 6.A. through 6.N.

MOTION BY MAYOR PRO TEM SCHOLL TO APPROVE CONSENT AGENDA ITEMS 6.A. THROUGH 6.N., EXCLUDING ITEMS 6.C., 6.F., 6.G., 6.L. AND 6.M. WHICH WERE PULLED FOR FURTHER DISCUSSION, SECONDED BY COUNCILMAN SISCHKA: PASSED [7-0].

- A. Approval of Minutes from the December 15, 2020 Executive Session, the December 15, 2020 Study Session and the December 15, 2020 Voting Meeting.
- B. Appointment of Jim Lamerson to the Board of Adjustment and Tim Holt to the Pedestrian Bicycle & Traffic Advisory Committee.
- C. Approval of Retention of Outside Legal Counsel for Airport and Aviation Law Matters.

Councilmember Rusing pulled this item for further discussion and commented that she is thrilled we are outsourcing our Airport Legal Matters. The airport is an economic driver for our community and this is important, particularly compliance with FAA rules and regulations is key. She stated that she would like to see the funding come out of the Airport budget rather than Legal and asked about scope of

employment for the attorney and if she will be involved in all aspects of the airport.

City Attorney Jon Paladini responded stating that payment will come out of the airport budget and commented that standard practice is that all outside counsel are managed by the legal department and all contact is through them. Retention of Snell & Wilmer as Aviation lawyer will go through legal and they will make a determination as to what will be handled by them utilizing their expertise for specific items while others can be dealt with in-house. Legal department staff will work jointly with the airport to ensure everything is done with outside counsel in a reasonable manner.

Councilman Goode commented that this is a highly specialized area and the expertise of an outside counsel is sorely needed. He has had long discussions regarding aviation easements contacting our legal department in the past and has had issues with getting information because of having to go through our them. He would like the airport director to be able to go directly to the City Manager to minimize costs and limit issues.

Mr. Paladini responded that is how he intends to work with the outside counsel and will be working cooperatively with department staff and outside counsel. He added that the City Charter gives him the authority to hire and work with legal counsel and he intends to do so.

**MOTION BY COUNCILMAN SISCHKA TO APPROVE CONSENT AGENDA ITEM 6.C.;
SECONDED BY COUNCILMAN BLAIR: PASSED [7 – 0].**

- D. Sale of Real Property at Antelope Hills Golf Course
- E. Approval of Acceptance of Governor's Office of Youth, Faith and Family STOP Violence Against Women Grant Program Funds in the Amount of \$180,000 (RFGA No. ST-WSG-20-010121-00; Contract No. ST-WSG-20-010121-08) and Approval to Staff Two Grant Funded Detective Positions.
- F. Approval of RVP20-005, a Revision of Plat for Granite Dells Estates Phase 1D.

Councilmember Rusing pulled Items 6.F. and 6.G. for further discussion and stated that she wanted to discuss how the plats will affect our airport and how the city can ensure their compliance with FAA rules and regulations and that buyers are made aware of noise.

Community Development Director Bryn Stotler addressed the DA for Granite Dells Estates from the early 2000s and did not include an aviation easement. She added that the subdivision plats fall within the airport influence area and all have included the noise and over flight plat notes. Staff is working to examine all developments that fall within the airport influence area to determine the disclosure and will be reviewing with the newly retained aviation attorney. Plats typically have dedication language that addresses utility, easements, etc. and through recording they become legal easements.

Councilmember Rusing stated that the amount of paperwork you get when you buy a home is so

extensive that all of this information gets buried and it is confusing for the homeowner, she would like to go back and amend the DA to add this information.

City Manager Michael Lamar commented that the aviation attorney can answer questions regarding whether or not the DA can be amended to include this or what needs to be done, which is part of a desire to have outside counsel to assist with these matters. Staff is trying to get a better handle on how we move forward with all of this.

Councilman Goode added that he has been looking into this issue for over four years and has heard that these developments would be required to sign an aviation agreement and individual owners would be made aware as well, but as he looked into the recorded documents on many homes in the area he couldn't find a single individual property owner with a recorded document containing that. We may not be able to go back and correct these things but we can minimize future impact.

City Attorney Jon Paladini commented that recent DAs in the area have had aviation agreements in one form or another, Granite Dells Estates was approved over 10 years ago and Walden Farms even older than that so while a development may look new entitlements are older and that makes renegotiating difficult.

Councilman Blair commented that Pinion Oaks Phase I and II are more than 20 years old and had aviation agreements, these parts of the paperwork tend to get buried but they are in the documents.

MOTION BY COUNCILMAN SISCHKA TO APPROVE CONSENT AGENDA ITEMS 6.F. AND 6.G.; SECONDED BY MAYOR PRO TEM SCHOLL: PASSED [7 – 0].

- G. Approval of FNP20-010, Final Plat for Granite Dells Estates Phase 3C.
- H. Approval of City Contract No. 2021-095 with Jack McClung for the Donation of "Raven" an Original Framed Photograph to the City of Prescott.
- I. Approval of CSP20-004 a Comprehensive Sign Plan for Dells View Apartments, 2051 Willow Lake Road (APN 106-13-031H). Property Owner: DV Phase 1; Applicant: Lafferty Development; Agent: Arcadia Signarama Sign Company.
- J. Approval of City Contract 2021-087, an Intergovernmental Agreement with Arizona Department of Transportation for Pavement Preservation Work at Prescott Regional Airport, to Include a 10% Payment in the Amount \$31,347. Funding is Available in the Airport Fund.
- K. Acceptance of Grant No. E1S1M01C from the Arizona Department of Transportation in the Amount of \$1,575,000 for a Perimeter Security Upgrade Project at Prescott Regional Airport.
- L. Approval of City Contract 2011-003AS01, Consent to Assignment of Lease from

Guidance Helicopters, Inc to Hangar 3, LLC for Property at Prescott Regional Airport.

Councilman Goode pulled this item for further discussion and commented on the value of a transfer of lease with a market rate with a lease like this which meets all FAA requirements and allows the city to make the case to the FAA that we are doing our best to ensure the usage of airport related properties is appropriate.

MOTION BY COUNCILMAN GOODE TO APPROVE CONSENT AGENDA ITEM 6.L.; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

- M. Approval of City Contract 2005-251AS02, a Consent for Assignment of Lease from Prescott Hangars, LLC to Juliet Tango, LLC, for Property Located at Prescott Regional Airport.

Councilmember Rusing pulled this item for further discussion and commented that she wanted to make everyone aware that this was discussed in an Executive Session and in general she believes this is an example of a lease that should be looked at closely to ensure it is in compliance with the FAA and is a fair deal for the airport. She does not want to keep perpetuating these leases that are below market value and are then locked in for 50-60 years and the new airport attorney should look at this.

City Attorney Jon Paladini commented that this item is limited to the consent of the assignment and assumption of the lease in its current form, Council is not discussing changing any of the terms in the lease.

Councilman Goode added that while he understands this is just an assignment of the terms, he is concerned regarding the performance of the current lessee and the new lease holder will be taking those problems over.

MOTION BY COUNCILMAN SISCHKA TO APPROVE CONSENT AGENDA ITEM 6.M.; SECONDED BY COUNCILMAN BLAIR: PASSED [5 – 2] COUNCILMAN GOODE & COUNCILMEMBER RUSING DISSENTING.

- N. Approval of City Contract No. 2021-094 with Capital Improvements, LLC for the FY20 Miscellaneous Concrete Repairs & Demerse/Morell Storm Drain Project in the amount of \$169,000. Funding is Available in the Streets Fund.

7. CONSENT ORDINANCE

Recommended Action: MOVE to approve Consent Ordinance Items 7.A. through 7.C.

MOTION BY COUNCILMAN SISCHKA TO ADOPT CONSENT ORDINANCE ITEMS 7.A. THROUGH 7.C.; SECONDED BY MAYOR PRO TEM SCHOLL: PASSED [7 – 0].

- A. Adoption of Ordinance No. 2021-1738 Authorizing Partial Abandonment of an Easement no Longer Needed by the City.

- B. Adoption of Ordinance No. 2021-1739 Authorizing the Acceptance of a Public Sewer Easement from Paul A. Ilacqua and Julie M. Bartz.
- C. Adoption of Ordinance No. 2021-1741 Repealing Prescott City Code Title IX, Chapter 9-1 (Prescott Traffic Code) Section 9-1-20 (Use of Electronic Devices).

8. REGULAR AGENDA

- A. Approval of New Plans Examiner/Building Inspector Position for Community Development.

Community Development Director Bryn Stotler provided a presentation to Council regarding the proposed new position for a Plans Examiner and discussed the amount of permits issued by the city from 2018-2020. Even with the COVID-19 pandemic we still experienced a high number (4032 reviewed) of permits applied for and issued during 2020. Staff has developed time saving permitting programs including:

- * Permit by Inspection
- * Model Home Express Permits
- * Virtual Inspection
- * Fences/Sheds/Signs

It is her belief that even with the policies deployed the increase in volume the city is receiving there is a need for additional staff. This would get us back to a “normal” time frame for plan review as the new position will absorb smaller “over the counter” permit types and will field counter traffic resulting in more permits issued per week. Typical recruitment of about 8 weeks or more because of the specialty of this position with approximately 6 months to get the employee fully up to speed.

Position Data:

- * General Fund with Partial Cost Recovery
- * \$45,000-\$50,000 Annually
- * ERE (fringe benefits at 35% of salary) = \$15,750 annually
- * Restore plan review staffing to pre-economic downturn levels in 2008-2009

Mayor Mengarelli thanked Ms. Stotler and her staff for pivoting to deliver service through the pandemic and reminded everyone that there are significant commercial projects taking place which staff also handles and so he is hopeful that this position will get us in a better spot for single family submittals.

Councilman Blair commented that in his years of working with the construction community there are expectations and it is totally unacceptable how long the permit review turnaround time is at this point. The city needs to work towards doing what has been promised to this community and have a 3-4 week first review and 2 week second review.

Councilman Goode echoed Councilman Blair's comments and added that this new position is justified as it is important we pick up the pace here and this will help with that.

Councilwoman Orr stated that she is glad this on her final agenda, she commends staff for the way they've tried to work with the community and she totally supports this.

Councilman Sischka commented that when he first ran for Council one of his big issues was customer service and they are trying to work on that.

City Clerk Sarah Siep read the following comment from member of the public Sandy Griffis: "Dear Mayor and Council, we have seen and are currently experiencing major growth in the State of Arizona and Yavapai County. We all know that hiring additional staff becomes inevitable for an organization when there is a lot of workload. Our workforce is limited and the workforce is basically the most precious asset of any company or Jurisdiction. Companies and Jurisdictions need to make sure they have the right resources in the right place and at the right time, both short- and long-term and those resources are people. Our Community Development Department needs people and from the industry looking in Plan Reviewers are the missing link and they are not an easy resource to find and hire. The COP needs to hire and try to recruit people in areas with skill shortages, makes it all the more difficult for the COP to hire.

The support from the industry on the new initiative of prescottpermits.com is working well. Again, the delay is plan review and processing. We know that growth creates new interactions and processes, expected and unexpected and often at a fast pace. Our industry wholeheartedly supports the hiring of additional Community Development staff, and it will not be an easy task. We need full time folks, not part-time and probably 2-3 additional hires. With our over 50% retired community, our high cost of living, our lack of housing, this is going to be problematic and needs to be given the green light immediately for Human Resources to start the search. The other item of concern is a succession plan. If Laurel were to leave tomorrow or out on vacation or sick, the plan review comes to a halt. We have seen it happen. We need to think about a Deputy Chief Building Official and other possible positions to accommodate permit issuance in a timely manner. Thank you for your love and support of the industry."

MOTION BY COUNCILMAN BLAIR TO APPROVE ITEM 8.A.; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

- B. Adoption of Ordinance No. 2021-1742, Amending City Code Title I (Administrative) Chapter 1-4 (Elections) by Adopting a New Section 1-4-4 Relating to the Number of Signatures Required on Nominating Petitions; Declaring an Emergency and Providing for a Severability Clause.

City Attorney Jon Paladini provided a presentation to Council regarding amendments to state statute related to nominating petition signatures which left some holes and allowed for a city to stipulate by ordinance the number of signatures required to run in a non-partisan election. Current Prescott city code

does not have a specific number, this Ordinance will establish that and align with state statute.

City Clerk Sarah Siep confirmed and reiterated Mr. Paladini's comments and clarified the number of signatures required for the upcoming election.

Councilmember Rusing asked if this will increase or decrease the number of signatures needed for candidates.

Mr. Paladini commented that it would depend on how many ballots were cast in the preceding election. If 5% is greater than 1000, it will begin at 1000.

Ms. Siep read the following public comments from members of the public.

Ellie Laumark: "The council should follow state legislative precedent to allow signatures to be collected electronically for city council candidates. Publicly gathering or collecting signatures door to door during a pandemic imperils the lives and health of Prescott voters. Let us move Prescott into the 21st century and promote voter participation in our elections by allowing electronic signatures for candidates for city council. Ellie Laumark The League of Women Voters Central Yavapai County."

Deborah Thalastitis: "Thank you to the City Council for setting forth how these calculations are to be made for the 2021 election and beyond. This is especially important since the calculation language used in the 2019 appears to have been applied differently. If not answered through Council discussion, I have two questions: 1) when will the 2021 candidate information be placed back up on the City's website? As of 11:30 am today, it has been removed and it appears the "official" filing period for candidates has not yet begun. 2) How will the section at the bottom of the 2021 Candidate Statement of Interest form previously posted on the City's website be applied since it stipulates how signatures may be counted and assumes a date of official filing to be before January 2, 2021--which is well before the effective date of this ordinance."

Ms. Siep responded to Ms. Thalastitis' inquiry and stated that information would be made available later in the week and clarified that the Candidate Statement of Interest Form is a document required by the state which must be signed and submitted prior to circulating for signatures.

MOTION BY COUNCILMAN SISCHKA TO ADOPT ITEM 8.B.; SECONDED BY COUNCILWOMAN ORR: PASSED [7 – 0].

- C. Approval of City Implementation Strategy for Total Compensation Study and Approval of Revised City Code Chapter 1-20.

Human Resources Director Joyce Lira provided a presentation to Council regarding staff's recommendation for implementation based on the Class/Comp Study conducted by Evergreen.

Goals of Study:

- * Ensure employees are brought to competitive market
- * Reduce the number of pay grades and broaden them
- * Give authority for PTO and health benefits to City Manager

Phases:

- * Outreach & Employee meetings
- * Classification
- * Compensation
- * Solution

On average the city lags in the market in general employee pay by approximately 7-10%, and 3-10% for fire and police. Health care for employee only is covered by the city, however when you add family the amount goes up significantly and exceeds the market peer. With regard to paid time off leave, the average market peer offers 250 hours of PTO annually while the city has a max of 167 hours per year.

Implementation Strategy:

- * Department Heads and one level below (46 employees) into an open-ended leadership system
- * New pay for performance system to be established and initially include leadership positions only
- * New HR Code (City Code Chapter 1-20) will provide authority for Personnel decisions to the City Manager – including increasing PTO accrual rates and health benefits

FY22 Adjustments:

- * Employees in graded system will receive COLA (2%) or market adjustment (average of 5.4%) – whichever is higher July 1
- * Automatic 2% adjustment on annual performance review evaluation date in lieu of 3% increase
- * Employees in leadership system – review dates are moved to July 1st, no COLA but eligible for up to 6% merit increase annually

Subsequent Years:

- * Employees in the graded system will move to a pay-for-performance based evaluation system
- * Pay grades in the graded system will be adjusted each year for movement in CPI
- * Annual amount of COLA (based on CPI) and pay for performance adjustment based on annual budget process and approved by Council
- * Employees in graded system will receive an annual COLA adjustment each fiscal year and be eligible for pay for performance increase on evaluation date
- * Department heads will not receive annual COLA, but are eligible for pay for performance and up to last COLA increase

Of the city's 487 employees: 263 will get market adjustment and 224 will receive COLA, 46 be moved into pay for performance. The approximate cost in FY22 will be \$1.5 million based on the highest number for the increase.

Next Steps:

- * Introduce pay for performance
- * Finalize PTO accrual
- * Revise class descriptions
- * Review Yavapai combined trust contributions

City Attorney Jon Paladini commented that code change requires an Ordinance adoption and therefore Council cannot vote on that portion today. However, they can discuss and reach consensus on it and staff will bring it back on January 26th to adopt on the Consent Ordinance Agenda.

Councilmember Rusing commented that she supports city staff and it is important to decrease turnover and become more competitive with other communities. She asked what the process is of who decides on the pay for performance.

Ms. Lira commented that the department head and manager would determine goals at the beginning of each year and then review these to make a determination on merit.

Mayor Pro Tem Scholl echoed the need to invest in our human capital and ensuring that we keep good employees.

Councilman Blair commended Ms. Lira and the staff that have worked on this.

Councilman Goode echoed other Council comments and added that as long as everything is appropriately applied this will be good for our employees so they can feel as though they are being fairly evaluated.

City Manager Michael Lamar thanked Council for their support and staff for their work. This is not easy to apply a widespread fix for class/compensation and this shouldn't come before Council again because this should fix issues that previously existed.

Councilwoman Orr thanked Ms. Lira for this and said she thinks this is a wonderful plan.

Ms. Lira thanked Mr. Lamar and other staff for all of their help on getting this forward.

Mayor Mengarelli commented that this is a great day for the city and he is happy to vote in favor of it. City employees are our greatest asset and they've shown up every day despite what was going on with the pandemic and he is proud of that.

MOTION BY COUNCILMAN BLAIR TO APPROVE CITY IMPLEMENTATION STRATEGY FOR TOTAL COMPENSATION STUDY; SECONDED BY COUNCILWOMAN: PASSED [7 – 0].

MOTION BY MAYOR MENGARELLI TO TABLE APPROVAL OF THE PROPOSED CITY CODE CHAPTER 1-20 REVISIONS TO THE JANUARY 26, 2021 VOTING MEETING; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

- D. Adoption of Resolution No. 2021-1766 Approving City Contract No. 2021-090 for an Intergovernmental Agreement Between the City of Prescott and the Stringfield Ranch Domestic Water Improvement District and City Contract No. 2021-091 Between the City of Prescott and Stringfield Ranch LLC

City Attorney Jon Paladini provided a presentation regarding water customer connection increases with decrease in use through conservation and better policy decisions. By providing water and sewer to areas outside of our jurisdiction we are leading the way in getting to safe yield. This IGA will provide water to a water improvement district to an area outside the city ensuring no new wells or septic tanks are installed in the development, and returning water through recharge. Through the IGA service will be provided to members of the district and require them to connect to city water/sewer and meet all city water use requirements at a 30% upcharge. Members are subject to city code with regard to permitting and the city will receive up to 90% in recharge. Developer will construct all infrastructure for connecting and retain ownership of the system. Finally, the city will obtain the Circle Trail easement.

Mayor Pro Tem Scholl commented that she wishes Council would've been able to move forward with the annexation for this development and reminded everyone that even without the IGA passing today the developer can still move forward so it is crucial to reduce the number of wells and septic tanks so she supports the IGA.

Councilman Sischka added that we have been running this developer around too much. He addressed an email that was received from a member of the public and stated that if annexation would have taken place there would have been more public input and better recharge. Would love to have another development like American Ranch into the city of Prescott but we haven't been able to do that. One of Prescott's Councilmembers came up with this district idea and now people have an issue with that he just doesn't understand.

Councilman Blair commented that all previous developments have come into the city through annexation and it is a shame that a developer with a good plan was not able to do that. This developer has gone to every effort to meet the requirements and requests put forth by Council and the annexation still did not happen and we are losing revenue because of it.

Councilman Goode asked the City Attorney to define "non-contiguous district" and read an excerpt from the AZ State statute regarding the formation of water districts.

Mr. Paladini commented that a parcel of land that is not contiguous to the developed land falls under that category and added that Yavapai County approved the water improvement district so he would defer to the developer and his attorney on that formation.

Developer Jeff Davis addressed Councilman Goode's question and stated that it was reviewed by the County Attorney and Board of Supervisors prior to approval. There was no requirement to bring it before Council before forming so there should not be any questions.

Councilman Goode responded that it is his opinion this district violates state statutes and added that additional properties could potentially be added to the IGA in the future. If the district is expanded into a connected parcel there is potential for an additional 416 acres tied to this agreement and he is opposed to that.

Mr. Paladini commented that the IGA gives rights for a specific number of homes (340) and not specific acre feet of water and that unless the city were to approve additional homes it would not be possible to service more than that.

Mr. Davis concurred with Mr. Paladini's comments. This is a low density development, the parcels are nothing less than a half-acre. He has assured everyone that he will not be mass grading or doing small lots and does not intend to have more than 340 units.

Mayor Mengarelli reiterated that he cannot exceed 340 units unless he receives Council approval.

Councilman Goode added that he believes the concept of the IGA to service areas outside of the city limits was to service other government agencies, but now any developer can form a water improvement district and get all the benefits without going through annexation so he will not support it.

Councilwoman Orr echoed Mayor Pro Tem Scholl's comments. This has been discussed for months and to get an email like the one received by Council today makes no sense to her. She addressed Mr. Davis on his development at Prescott Lakes and added that she is disappointed Stringfield Ranch was not annexed, he does quality work and this has been a missed opportunity. She supports the ITA.

Councilmember Rusing asked if the developer received an easement from state lands for water/sewer and asked staff to address fire coverage in the area.

Mr. Davis said that the right-of-way application has been submitted, accepted and initially approved. It will now go before the board of appeals before completion and final approval. The right-of-way will be wide enough to allow for additional easements for utilities.

City Manager Michael Lamar commented that if the development were in the city, Prescott Fire would be the first to respond, however, when an area is adjacent to the city the mutual aid agreement with CAFMA would result in them being first and likely Prescott Fire being second.

Councilmember Rusing congratulated Mr. Davis on this agreement that is totally favorable for him and not the city. She expressed her concerns that this IGA is just for a first phase and will end up as an example of unplanned and unreasonable growth. She believes this is getting around Prop400 and is an annexation masquerading as an IGA and therefore cannot vote for it.

Mr. Paladini read state statute Section 48-902 in response to Councilman Goode's comments and

concerns. He stated that his assessment is city approval is not required for formation of the district.

City Clerk Sarah Siep read the following comments from members of the public.

Ellie Laumark: "The city should annex the land for Stringfield ranch. Providing water without annexation and related services will create a land rush that will hasten our water overdraft, create urban sprawl, and clog our worsening traffic. ADOT isn't presently building nor maintaining roads. The costs of new roads will shift to the taxpayers. This decision to give our water away will only provide huge profits to developers at the expense of current residents. This new proposed water policy that allows Prescott to provide water outside city limits with an agreement violates the voter initiative for responsible growth, prop 400. It sets a dangerous precedent for other developers at the cost of quality of life for Precottonians. Ellie Laumark for The League of Women Voters Central Yavapai County."

Nancy Roberts: "My husband and I have severe concerns about the future of water especially given our drought. The City Council did not approve annexation for the Stringfield Ranch. How is this decision different?"

Gordon Bond: "Mr. Mayor and Council. Thank you for the opportunity to present my views on the proposed IGA with the Stringfield Ranch Water District. I strongly urge you to delay any vote on this agreement. This agreement sets a terrible precedent for which there has been no public input. It jeopardizes the Dells deal. Section 6, which allows future expansion, makes this an open-ended arrangement without limits. It does not commit recharge to be permanent recharge. The proposed IGA is nothing but an end around the requirements of Prop 400 and will drain our aquifer. It represents great costs with little benefit to the City. Your vote must be delayed to allow public input."

Gary Beverly: "CWAG Board Comment: Stringfield IGA The IGA policy is flawed. Water awards based on the IGA policy have not had adequate public comment and should not be approved. CWAG recommends that the Council table this IGA and begin an orderly, rational, and transparent public process to discuss water use outside the city limits. CWAG opposes permitting water service outside the city without annexation because it: Will increase the overdraft. Every new home increases the stress on our aquifers. For new homes complying with the city's recent water conservation and landscape policies, in the best case, the theoretical maximum wastewater recovery for recharge from a new home is only 80%. Every new home increases the overdraft and moves away from safe yield. Will bypass Prop 400: CWAG insists that the provisions of the Reasonable Growth Initiative (Proposition 400) be followed. The proposed IGA water award is an end run around Prop 400. CWAG strongly opposes any new policy that would bypass or weaken the express will of voters.

Reduces the City's ability to manage growth and violates the voter-approved 2015 General Plan and contradicts the existing Airport Specific Area Plan. Restricts planning options for roads, open space, and wildlife corridors, creates urban sprawl, subsidizes private developers, and generates a developer "water rush." Denies citizens an opportunity to comment. The public notice was rushed and inadequate. This change deserves careful consideration and input from the public. In February 2020 the Mayor promised public involvement and discussion on the proposed policy, but there has been no public information or

discussion since - a broken promise. The City has not released a statement of need, a justification, or an impact analysis. Threatens the Granite Dells settlement. Why should AED continue with the terms of the Letter of Intent, trading land for water, if the city policy supplies services at less net cost to AED?"

Mike Ryan: "Why was this not open for public comment? This seems to be another effort by the majority of the Council to subvert public discussion of a material issue. This issue has a material impact not only to this subdivision, but to Prescott's water supply future and also to the bargaining leverage for the City regarding the Dells negotiations. This appears to be another developer-driven action by the Council. Do you not want public comments or do you simply not care? Those seem to be the only two questions involved here."

Member of the public Howard Mechanic addressed Council and commented that he is confused by the comments of Mr. Paladini that the water amount cannot be increased. He feels the IGA is not restrictive to properties owned by Stringfield Ranch and is therefore unlimited and the water will be increased. He has no problem selling water outside the city limits, but this is a new proposal with new components so it is an end run because it is not the same as the annexation proposal. Negotiation should be based on the value of the city water being provided. If they were out in the county they could not do 340 properties on wells in that area. In the future the city should conduct a study to show the worth.

Mr. Paladini responded that if the territory of the district expands the developer can request that it be amended, however, the cap is 340 units. This was a negotiated agreement that was done in the same manner as was Mr. Mechanic's.

Member of the public Leslie Hoy addressed Council regarding the controversial nature of this agreement. She feels it should have gone to a study session first and wants to know why it did not. After carefully reviewing all of the items in the packet she too feels that Section 6 does not properly address the cap and makes this an open water giveaway. If the Stringfield Property had been annexed Prop400 it would've required all effluent to go to permanent recharge, but now there is nothing clear about whether or not it will go to permanent recharge. The trail easement is listed as a benefit to providing water, is that really a good deal for this trade? Council should ask citizens before voting on the agreement and believes it shouldn't be voted on today.

Mr. Paladini commented that self-perception is the problem. The section that talks about territory says it may increase not that it shall. It would require approval by the City Council as an amendment to the IGA. These comments are an inaccurate interpretation and the developer even agrees to that.

Member of the public Bonnie McMinn addressed Council regarding the IGA being premature particularly with what Councilman Goode brought up regarding the state statute which should be looked at more carefully. Save the Dells, the city and AED have worked tirelessly over the last 3 years to put together the LOI and deal that is still on the table and if the city moves forward with this before the AED annexation they will have zero incentive to annex into the city. She believes that the city will give up all leverage going forward and is circumventing Prop400. There is no direct benefit to the citizens in

approving this and it is not what we elected you to do. Citizens deserve one or more study sessions on this item.

Member of the public Ralph Hess addressed Council regarding the significance of AZ Statute 48-902G which he stated requires a district within six miles of a city having the consent of the city prior to its formation. The question then is whether the district was properly formed and what is the impact of entering into an IGA.

Councilmember Rusing addressed Mr. Paladini and said that the word “shall” is included in Section 6.

Mr. Paladini responded that Section G of the state statute addresses non-contiguous areas that are not attached to each other and not large sections like Stringfield Ranch. This district is contiguous and therefore the statute does not apply to this development which is why the county attorney signed off on the creation of the district in December.

MOTION BY COUNCILMAN SISCHKA TO ADOPT ITEM 8.D.; SECONDED BY COUNCILMAN BLAIR: PASSED [5 – 2] COUNCILMAN GOODE & COUNCILMEMBER RUSING DISSENTING.

E. Approval of Process for Filling a City Council Vacancy.

*****Councilwoman Orr did not participate in discussion or voting on this Item as the outgoing Councilmember*****

Mayor Mengarelli introduced the item and commented that the City Attorney and City Clerk would be covering the charter and history regarding filling a Council vacancy.

City Attorney Jon Paladini read the charter language and advised Council that the six remaining members would have the opportunity to make a decision on either option A or B in the city charter. How council determines to proceed is up to them.

City Clerk Sarah Siep commented that in accordance with the City Attorney's interpretation of the charter, Council has two options to select from in filling the upcoming Council vacancy. Staff has presented a timeline and options based on past precedent in the city and added that pending Council's action today, the application and further details will be released to the public later this week.

Councilman Sischka thanked the public for their input and opinions that have been submitted to Council, as an elected official he has the responsibility to vote with his conscious and act as their proxy. It is important to look at qualities that mirror Councilwoman Orr when appointing her replacement and his is in favor of appointment for full remaining term so it is not just a seat filler because there is so much on the table right now.

Councilman Blair added that seats have been filled for the balance of term in the past and he thinks it is important to choose a person who was knowledgeable and not just a seat warmer. He supports

appointment for the full term and wants the process to be as open to the public as possible.

Mayor Mengarelli added that it is important that no Councilmember push a particular candidate as they need to properly evaluate all candidates. He feels Council needs to select someone who epitomizes Councilwoman Orr's values.

Councilman Goode commented that based on the historic analysis provided by Ms. Siep, the longest balance of term appointment made was for a period of 21 months while this would be for approximately 33 months. He feels there is more than enough time to have a candidate accept the appointment until November and if they choose to run for the remainder of the term they would be voted on and selected by the people. Feels it would be inappropriate to appoint someone to serve for that amount of time and supports Option B.

Councilmember Rusing stated that she contacted the county elections office and believes that the resignation is coming more than 30 days before the filing deadline selecting Option A would be inappropriate and would be thwarting the will of the people.

Mr. Paladini responded that the charter gives a choice, and Council is not mandated to choose one option or the other.

Mayor Pro Tem Scholl commented that she has been thinking a lot about this process since finding out that Councilwoman Orr is leaving and has struggled a lot with both options provided in the Charter. There are arguments on both sides but she does not believe that choosing Option A is thwarting the will of the voters but rather addresses her concerns regarding someone being on Council for only nine months and potential not beyond that. There is a lot to learn and understand and while also running for office in November would be a lot for a person which is why she is leaning toward Option A. There is security in consistency particularly with items coming before Council this year. She appreciates all of the messages from constituents, this is a big and important decision.

Ms. Siep read the following comments from members of the public:

Mike Ryan: "I hope that the Council makes not only the interview process public but also includes the public in some way in the selection process. The person appointed to fill the vacancy works for the citizens after all, NOT the Council. We don't need more decisions made behind closed doors."

Ralph Hess: "I encourage you to select a candidate to fill the council seat vacancy resulting from Dr. Billie Orr's resignation until the upcoming election rather than for Dr. Orr's remaining term. I recognize that the majority of the council has a shared agenda and would prefer to appoint a candidate who also shares that agenda for as long as possible. And, I expect the majority of the council will choose and appoint the candidate that most closely shares that agenda. Yet, you profess to respect and be beholden to the democratic republican form of governance. So, let the electorate decide whether to support your agenda at the upcoming election. Your choice will demonstrate whether you stand with the people or for

your personal power and influences. I urge you to surprise us by choosing to stand with the people."

Member of the public Leslie Hoy addressed Council and said that she doesn't feel the 33 month appointment holds water, there could be three brand new people on the Council in November. It is fair to appoint just for the next election and she believes interviews should take place in a study session in order to educate the public.

Member of the public Tom Rusing addressed Council regarding the assessment of the City Charter allowing for two options and his opinion that Option B is applicable here because it is more than 30 days before the filing period while Option A takes away the right to decide who fills the seat. He would like to see the will of the people met.

COUNCILMAN SISCHKA MOVED TO APPROVE FILLING THE VACANCY BY APPOINTING FOR THE UNEXPIRED TERM (THROUGH NOVEMBER 2023); SECONDED BY COUNCILMAN BLAIR: PASSED [4-2] COUNCILMAN GOODE & COUNCILMEMBER RUSING DISSENTING.

Ms. Siep continued the presentation with an overview of history of Council vacancy appointment process and historic past precedent with regard to interviews and application filing periods.

Mr. Paladini clarified that should Council conduct executive sessions to review applications and/or conduct interviews, they would have to adjourn into a regular session to vote on actions.

Mayor Mengarelli commented that he would like the application filing period opened up right away and then move forward with reviewing of applications at the suggested February 2nd Special Executive Session and determine at that time the manner of interviewing which should be done in open sessions.

Councilman Blair commented that he supports no longer than two weeks for filing application and the February 2nd review of applications but concurs that interviews should be done in public and not in an executive session.

Councilman Goode echoed Councilman Blair's comments.. He believes applications should be publicly reviewed and added that when the County Board of Supervisors replaced Jack Smith every person was given an opportunity to present their case and then an appointment was made in that same meeting.

Councilmember Rusing agreed that two week timeline is good and stated that she is on board with as much transparency as possible and believes executive sessions should be removed altogether in the process.

Mayor Pro Tem Scholl is in favor of the two week filing period and commented that she feels it may be beneficial to conduct an executive session to narrow down candidates and then conduct public interviews and figure out a way to allow candidates to have a forum to answer questions from the

public.

Mr. Paladini added that even if applications are reviewed in an executive session the applications themselves are still public record but this allows Council to discuss them in detail in private.

Councilman Sischka doesn't want to make this process cumbersome or overly complicated. Much of it should be in the public but he does not feel it is appropriate to publicly interview 15 people.

COUNCILMAN SISCHKA MOVED TO APPROVE A TWO WEEK APPLICATION FILING PERIOD (JANUARY 13-JANUARY 27) AND SCHEDULING OF AN EXECUTIVE SESSION ON TUESDAY, FEBRUARY 2ND TO REVIEW APPLICATIONS AND DETERMINE NEXT STEPS FOR INTERVIEWS & APPOINTMENT PROCESS; SECONDED BY COUNCILMAN BLAIR: PASS [6-0].

Mayor Pro Tem Scholl asked the need for background checks.

Mr. Paladini stated that Council is able to request that as a requirement if they chose to do so, however, he urged caution against that because then they would have to determine what is appropriate or not in a formal way.

Councilman Blair asked if there is a requirement for a residency term.

Ms. Siep commented that the requirement to run for Council is one-year in the City of Prescott and this could be applied here as well.

City Manager Michael Lamar asked how far and wide Council would like this publicized.

Mayor Mengarelli commented that he would like a press release, details in the paper, city website and on city social media.

9. ADJOURNMENT

Quote: "With malice toward none, with charity for all, with firmness in the right as God gives us to see the right, let us strive on to finish the work we are in, to bind up the nation's wounds." - Abraham Lincoln

There being no further business to discuss, Mayor Mengarelli adjourned the meeting at 6:32 p.m.

GREG MENGARELLI, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on January 12, 2021. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

AFFIX
CITY
SEAL

Sarah M. Siep, City Clerk

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: Information Technology

AGENDA ITEM: Approval of City Contract No. 2021-099 with ePlus Technology Incorporated for Fortinet Annual Support and Maintenance in an Amount not to Exceed \$38,512.10 using National Cooperative Purchasing Alliance (NCPA) Contract 01-97 Pricing. Funding is Available in the General Fund.

ITEM SUMMARY

This item is the yearly support and maintenance for various network connectivity and security devices from Fortinet.

BACKGROUND

In 1984 John Gage is credited with saying 'the network is the computer' and that statement is just as true today as it was back then.

The world of information technology continually undergoes quantum leaps when it comes to development of technologies and complexity of those technologies.

None of those technologies are as effective or as useful without a network as the network allows all of these parts and pieces to be glued together.

It is also true that a network without proper security systems in place is a threat to business operations and even business continuity.

For example, in 2020 a county government here in Arizona was compromised by the same exploit that has impacted numerous federal government agencies. In our own county we have seen a agency compromised by ransomware with the result being the effective total loss of data stored on the network - servers, desktops, everything.

While it is absolutely true that the network is the computer it is also true that threats to information

security are present, relentless, constantly evolving, and highly destructive.

The City of Prescott operates and manages a constellation of networks and doing that successfully requires matching and balancing IT staff skill/knowledge with the right partner. Powerful equipment matched with poor IT skills/knowledge or robust IT skills/knowledge paired with weak or flawed equipment yields poor results.

'Poor result' doesn't quite frame the actual outcomes here as we are talking about massive financial loss through losses of productivity, destruction of data, and ultimately a threat to the business fabric which is largely built upon IT systems that rely upon secure and reliable networking to function.

In the face of these challenges it is critical to have a reliable partner who understands our business needs, the needs of our vertical market, and who brings real innovation to the table.

Fortinet continues to be that partner for us.

The products covered under this agenda item are the nucleus at the heart of our data network and security systems and this partnership is both key to our ability to provide IT systems as well as enabling us to do that securely and reliably.

FINANCIAL IMPACT

This item is an FY2021 budgeted item with funding coming from the general fund and IT cost recovery.

Recommended Action:

ATTACHMENTS

- [1.Fortinet Renewal_ePlus quote 22589743_Redacted.pdf](#)



Customer Name: CITY OF PRESCOTT
Quote No: 22589743
Quote Name: Fortinet Renewal
Quotation Date: 12/09/2020

Sales Support Contact: Channthyda Colombo
Sales Support Phone: 719-208-3421
Sales Support Email: ccolumbo@eplus.com
Account Executive: Tim Van Lieshout
Account Executive Phone: 480-448-3714
Account Executive Email: Tim.VanLieshout@eplus.com

Customer PO No:
Order No:
Expiration Date: 01/08/2021

External Notes:

Coterm Effective Date: 12-31-2020
 Coterm End Date: 12-31-2021

Pricing is based off of NCPA contract 01-97 and must be listed on all quotes and orders

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	FTNCOTERM	FORTINET	FORTINET COTERM RENEWAL Line Note: Coterm Effective Date: 12-31-2020 Coterm End Date: 12-31-2021 S/N [REDACTED]	1	38,510.12	38,510.12

Totals		38,510.12
		Sub Total (USD): 38,510.12
		Tax (USD): TBD if Applicable
		Freight (USD): TBD
		Total (USD): 38,510.12

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

[ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or \[leasing@eplus.com\]\(mailto:leasing@eplus.com\) to receive a lease quote today.](#)

Thank you for your inquiry. Recent US govt tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance Signature: _____ Name: _____ Title: _____ Date: _____ Customer PO #: _____	Bill To CITY OF PRESCOTT 201 S CORTEZ ST PRESCOTT AZ 86303 UNITED STATES ACCOUNTS PAYABLE	Ship To CITY OF PRESCOTT 201 S Cortez Street IT Department PRESCOTT AZ 86303-3938 UNITED STATES Nate Keegan
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COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: Public Works

AGENDA ITEM: Approval of City Contract No. 2021-098 to Dukes Root Control, Inc., for Application of Root Control Herbicide in City Sewer Mains, in an Amount not to Exceed \$140,000.00 Annually, for up to Three Years. Funding is Available in the Wastewater Fund.

ITEM SUMMARY

This item is to approve City Contract No. 2021-098 with Dukes Root Control, Inc., to apply a root control herbicide in City sewer mains in an amount not to exceed \$140,000.00 annually, for up to three years.

BACKGROUND

Root growth in sanitary sewer systems is a common occurrence and is a leading cause of sanitary sewer overflows. If left untreated, roots will decrease capacity, damage pipe, create blockages and increase maintenance costs. Dukes Root Control, Inc. (Dukes) utilizes their trademark product Razorooter II for root removal. This treatment kills roots on contact inside the pipe, allowing the roots to decay naturally and slough away, with regrowth delayed for two to three years. The City has been utilizing this method of controlling roots for over 10 years, resulting in reduced maintenance costs and fewer sanitary sewer overflows caused by root blockages.

Dukes provides a two-year guarantee that begins on the date of treatment and offers an additional three years if retreated less than six months beyond the expiration date. If any treated line becomes plugged by roots, Dukes will retreat the line at their own expense or refund payment for the line segment that was treated.

FINANCIAL IMPACT

The attached Houston-Galveston Area Council (H-GAC) cooperative purchasing agreement contract will be utilized to procure this root control service.

The cooperative agreement is valid from January 1, 2021 - December 31, 2023, Funding is available in the FY21 budget in the amount of \$140,000.00 from the Wastewater Fund. Future year funding is subject to Council budget approval. The City's standard services contract will be used.

Recommended Action:

ATTACHMENTS

[1.2020.12.11 HGAC Coop_Agmt - Dukes.PDF](#)

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Duke's Root Control Inc - Public Services --ID: 6014 20-01507

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Duke's Root Control Inc, hereinafter referred to as the Contractor, having its principal place of business at 1020 Hiawatha Boulevard W., Syracuse, NY 13204.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Duke's Root Control Inc

DocuSigned by:
Signature *Braden Boyko*
F714D9159B9E487...

Name Braden Boyko

Title Vice President

Date 12/10/2020

H-GAC DocuSigned by:

Signature *Chuck Wemple*
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/11/2020

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Duke's Root Control Inc - Public Services -

20-01507

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A		
Duke's Root Control Inc		
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services		
Contract No. SC01-21		
H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	Description	Base Offered Price
Dukes Root Control		
I. Miscellaneous Sewer Cleaning Services		
SC21I003	Razeroooter II - Chemical Root Control, 4" thru 9" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$1.69
SC21I004	Razeroooter II - Chemical Root Control, 10" thru 12" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$2.02
SC21I005	Razeroooter II - Chemical Root Control, 13" thru 16" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$2.83
SC21I006	Razeroooter II - Chemical Root Control, 18" thru 22" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$5.04
SC21I007	Razeroooter II - Chemical Root Control, 24" thru 30" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$6.45
SC21I008	Razeroooter II - Chemical Root Control, 32" thru 36" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$6.45
SC21I009	Razeroooter II - Chemical Root Control, 36" thru 48" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$6.45
SC21I082	ITRACKER I & I MICRODETECTION PROGRAM ALL EQUIPMENT AND SERVICE	\$1.40/LF



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: Public Works

AGENDA ITEM: Approval of City Contract No. 2021-104, a Professional Services Agreement with Streetlight Data Inc. in the Amount of \$30,000 for Collection and Processing of Digital Traffic Data. Funding is Available in the FY21 Street Fund.

ITEM SUMMARY

Approval of this item is to award a contract to Streetlight Data Inc., for professional services related to the collection and processing of digital traffic count data derived from electronic sources.

BACKGROUND

The City routinely collects traffic count and intersection turning movement data for use in traffic signal timing, transportation planning, and pavement design; and to provide to the City's Economic Development Department to aid in decisions related to investment and site development in the City. Traditionally, the means to collect this data has been through private contractors who collect physical counts annually or bi-annually in the field using hoses, video equipment and personnel at specific sites during a fixed time period.

Streetlight Data, introduced to the City through our participation in Central Yavapai Metropolitan Planning Organization (CYMPO), uses proprietary technology that collects and analyzes data gathered from electronic sources (cell phone and WIFI signals) to generate traffic counts. The counts are able to be generated for any desired location within the City and for any time period, only when requested. This ability allows the City to enter into a contract with Streetlight Data for up to 250 zone (count locations) inquiries for a fixed fee of \$28,880, equating to a per zone cost of \$115.52 each. The contract gives the City the flexibility to request analysis of a zone at any location within the City and receive traffic volumes and other data at that location for any day or time duration desired within an unlimited amount of time.

The package will provide the City with the following data information.

AADT - Average Annual Daily Traffic volumes

Traffic Analysis - Origin Destination, Zone Activity (Speed, Duration, Length and Circuitry)

A contract of \$30,000.00 for this work is requested to allow the City to pay the contract amount and allow for any additional counts needed in FY21. The data will be used for the purposes previously stated and to provide an update to the City's Traffic count map.

FINANCIAL IMPACT

Funding in the amount of \$30,000 is available in the FY21 budget from the Street Fund.

Recommended Action:



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: Community Development

AGENDA ITEM: Approval of CSP20-005, a Comprehensive Sign Plan Amendment at the Depot Marketplace Shopping Center to Add a Center Pylon Sign at the Intersection of Sheldon Street and Montezuma Street. Location: 303 N Montezuma Street (APN 113-18-005); Property Owner: Zemplen Joy De Personal Trust; Applicant: Bootz & Duke Sign Company.

ITEM SUMMARY

This is a request for a Comprehensive Sign Plan Amendment at the Depot Marketplace Shopping Center to allow for a third 77.88 square foot Center Pylon Sign, with space for up to 9 businesses, at the intersection of Montezuma Street and Sheldon Street. The request states that the property owner, leasing agent, and tenants within the center have requested additional signage at this intersection and feel that this additional signage will help bring shoppers to the center. As part of the request, the Identification Signage on the wall will be updated with new signage that will be a new prototype. If it works well, another amendment will be brought forward for the other signs.

Under the current plan in Section II Design Requirements. 9. starting at the bottom of Page 2:

- Current Plan:
 - Center Pylon Sign-
 - One (1) free-standing center identification sign on Montezuma. Two (2) on Sheldon.
 - Center Monument Sign-
 - One (1) set of individual letters to be mounted on wall.
- Amendment:
 - A) Center Pylon Sign-
 - One (1) free-standing center identification on Montezuma. two (2) on Sheldon. **One (1) at the intersection of Montezuma Street and Sheldon Street behind the Center Monument Sign.**

The Planning and Zoning Commission

At the January 14, 2021, Planning and Zoning Commission meeting, the Commission unanimously recommended approval of the request as presented.

BACKGROUND

The Depot Marketplace Comprehensive Sign Plan was originally approved by the City Council in 1991. There was an amendment approved by City Council in 2009 to allow additional signage for the Panda Express building and then an amendment in 2013 to add an additional monument sign on Sheldon Street. The Plan covers the entire Depot Marketplace Shopping Center including the bank (PAD B at the corner of Montezuma and Sheldon). The plan does not include the Spring Hill Suites by Marriot, the Depot and courtyard shops.

FINANCIAL IMPACT

None

Recommended Action:

ATTACHMENTS

- 1.[Narrative.pdf](#)
- 2.[Depot Sketch and Site.pdf](#)
- 3.[approved 2013 depot marketplace sign plan.pdf](#)
- 4.[pictures.pdf](#)



Signs

B2001-021

303 N Montezuma St.

Project Narrative Comprehensive sign plan amendment:

The Depot Marketplace is an existing shopping center located on the Corner of Montezuma St. and Sheldon St. The Depot Marketplace has a great history with the City of Prescott. The center has an existing comprehensive sign plan. The signage at the center is old and outdated. This is the start of bringing the Depot Marketplace center to more modern look.

Tenant in the Depot Marketplace center has expressed their need for an entry feature on Sheldon and Montezuma st. This is the main intersection for the center, and has no Tenant signage. Many of the tenants in the center have felt an extreme decline in pedestrian traffic and shoppers in the center. It is felt by the property owner, leasing agents and tenants that an entry sign, showing the tenant in the center and Labeling as Depot Marketplace, will help bring in shoppers. The sign location is set back behind the existing screen wall. The sign will have no adverse effect on the center or the surrounding area.

Respectfully submitted,

Andy Gibson

President

Bootz & Duke Sign Company

Bootz & Duke Sign Co. • 2831 W. Weldon Ave. • Phoenix, Arizona 85017 • Phone: 602-272-9356

Serving Arizona Since 1964 • Fax: 602-272-4608

E1

Customer:

Depot Marketplace

Address:

Prescott, AZ

Salesperson/Project Manager:

Andy Gibson

Designer:

Kenney

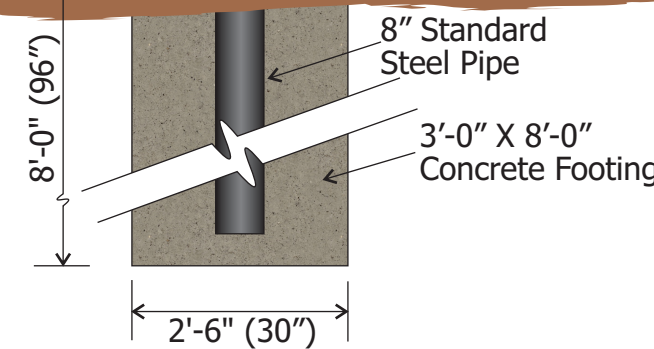
Date:

August 12, 2020

Revision:

[10]- 10-21-2020

Notes:



Manufacture and Install One(1) Internally Illuminated Entry Sign

77.88 Sq. Ft.

Scale: 3/8" - 1'-0"

Entry Sign:

- **Structure:** Aluminum Angle Skinned with .090" Aluminum Painted
- **Faces:** Routed .125 Painted
- **Backed:** 3/16" Acrylic Stud Mounted to the Face
- **Vinyl:** Colors TBD
- **Illumination:** White LEDs
- **Power:** Power Supplies in Sign
- **Installation:** On ASA Pipe and Footer at Customer Specified Location

Color Scheme



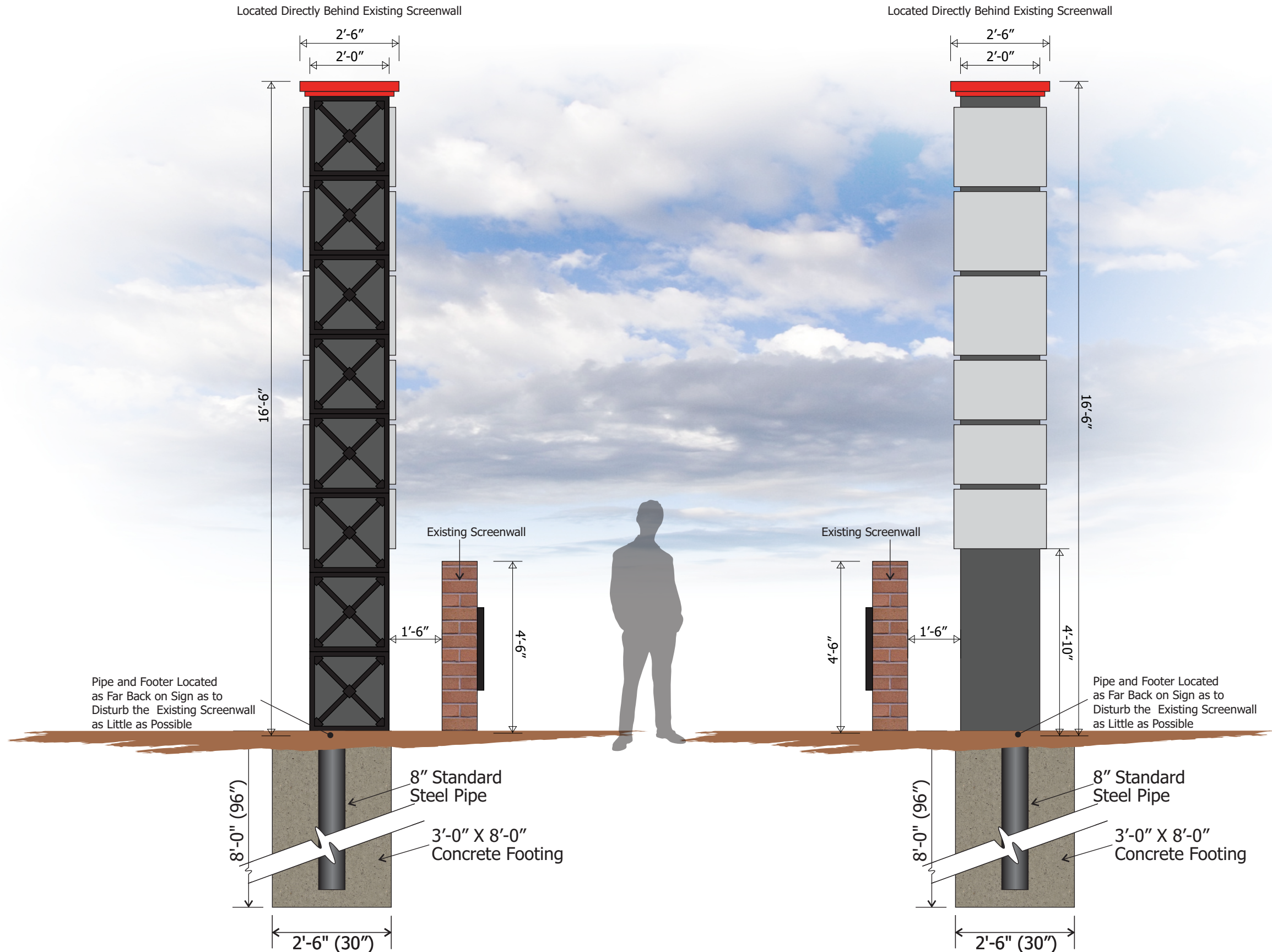
(602) 272-9356

2831 W. Weldon Ave.
Phoenix, AZ 85017

www.bootzandduke.com

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E1



Customer:

Depot Marketplace

Address:

Prescott, AZ

Salesperson/Project Manager:

Andy Gibson

Designer:

Kenney

Date:

August 12, 2020

Revision:

[10]~ 10-21-2020

Notes:



Signs

(602) 272-9356

2831 W. Weldon Ave.
Phoenix, AZ 85017

www.bootzandduke.com

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Customer:

Depot Marketplace

Address:

Prescott, AZ

Salesperson/Project Manager:

Andy Gibson

Designer:

Kenney

Date:

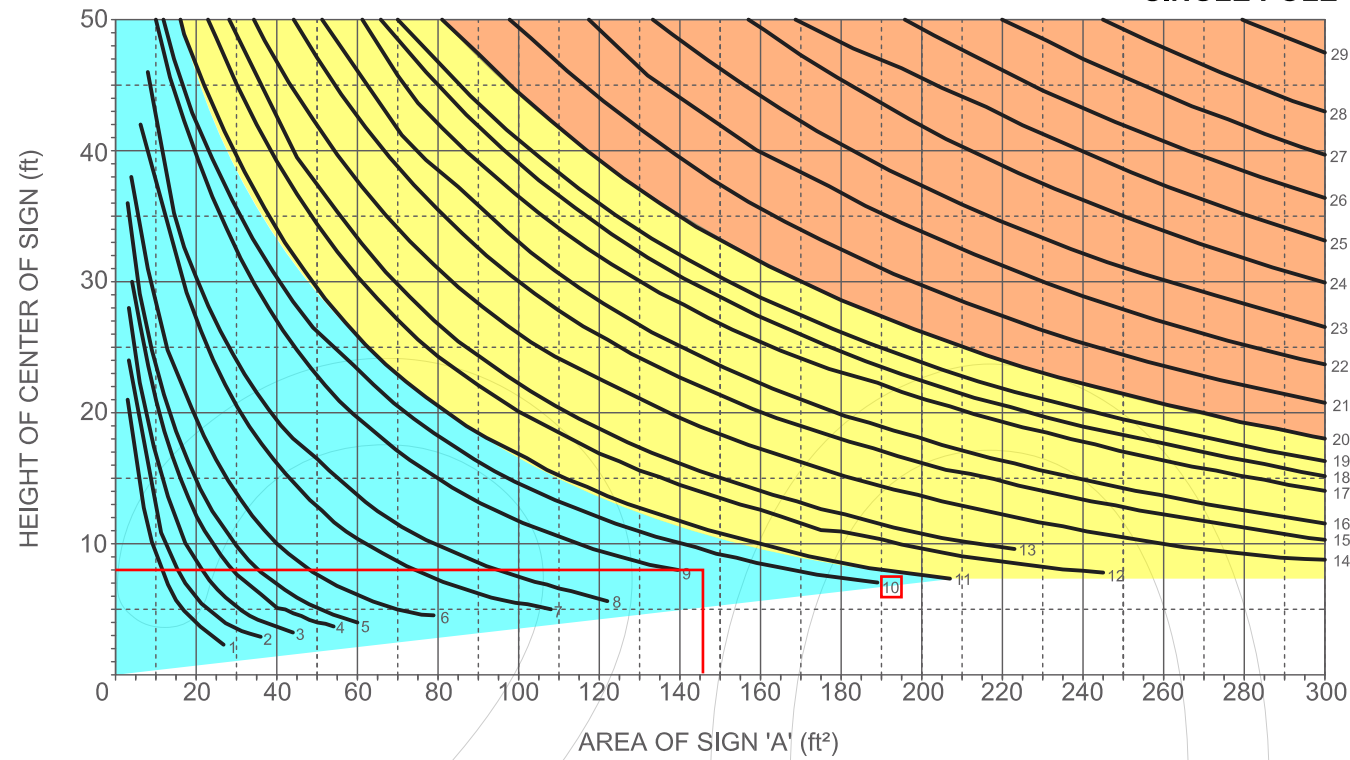
August 12, 2020

Revision:

[10]- 10-21-2020

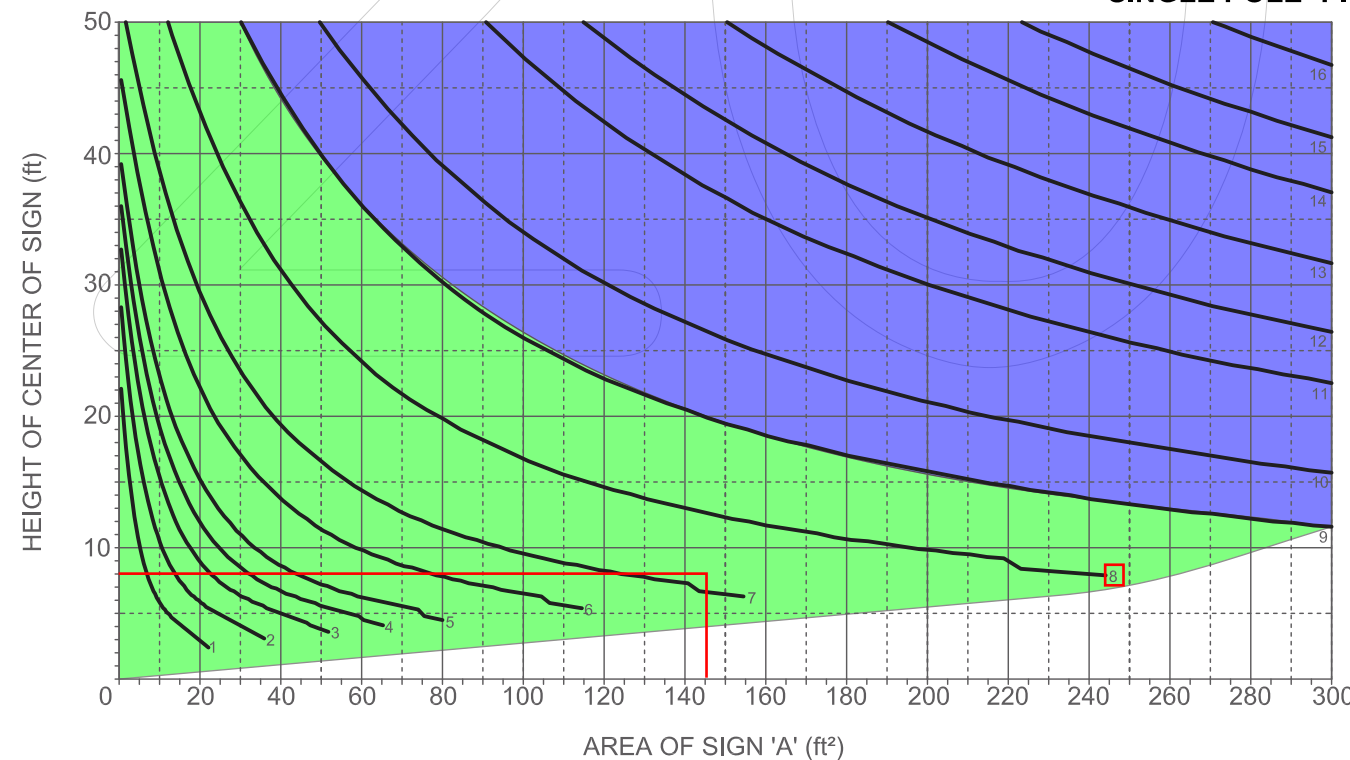
Notes:

SINGLE POLE - FOUNDATION



PILE SIZE (DIAMETER AND DEPTH IN FT)								
#	DIA.	DEPTH	#	DIA.	DEPTH	#	DIA.	DEPTH
1	1.50	4.0	11	2.50	9	21	4.00	12.0
2	2.00	4.0	12	3.00	9.0	22	4.00	13.0
3	1.50	5.0	13	2.50	10.0	23	4.50	13.0
4	2.00	5.0	14	3.00	10.0	24	4.50	14.0
5	1.50	6.0	15	3.50	10.0	25	5.00	14.0
6	2.00	6.0	16	3.00	11.0	26	5.00	15.0
7	2.00	7.0	17	3.50	11.0	27	5.50	15.0
8	2.50	7.0	18	4.00	11.0	28	6.00	15.0
9	2.50	8.0	19	3.00	12.0	29	6.00	16.0
10	3.00	8.0	20	3.50	12.0			

SINGLE POLE- PIPE & ROUND HSS

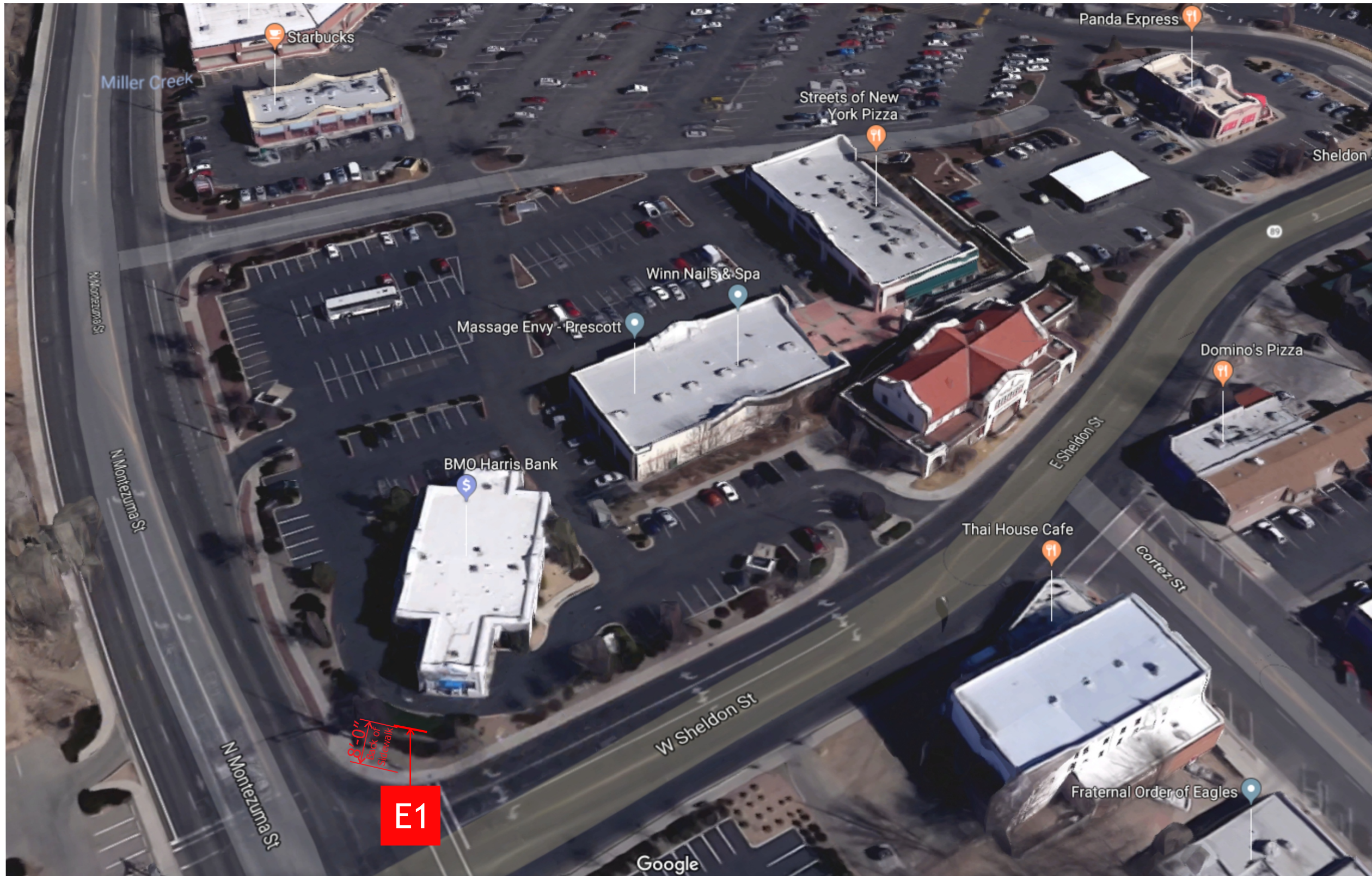


PIPE & ROUND HSS- UNITS; INCHES					
#	DIA	t	#	DIA	t
1	2	0.154	9	10.0	0.365
2	2.5	0.203	10	12.0	0.375
3	3.0	0.216	11	14.0	0.375
4	3.5	0.226	12	16.0	0.375
5	4.0	0.237	13	18.0	0.375
6	5.0	0.258	14	20.0	0.375
7	6.0	0.280	15	22.0	0.375
8	8.0	0.322	16	24.0	0.375



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 Phoenix, AZ 85017
www.bootzandduke.com

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Customer:

Depot Marketplace

Address:

Prescott, AZ

Salesperson/Project Manager:

Andy Gibson

Designer:

Kenney

Date:

August 12, 2020

Revision:

[10]~ 10-21-2020

Notes:



Signs

(602) 272-9356

2831 W. Weldon Ave.
Phoenix, AZ 85017

www.bootzandduke.com

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COMPREHENSIVE SIGN CRITERIA FOR



PARCEL 1,2,3,4,5 & 7
DEPOT MARKETPLACE PLAT

8/14/13

A DEVELOPMENT BY

WESSEX

THE WESSEX COMPANIES

SIGN CRITERIA
(Revised 8/14/13)
DEPOT MARKETPLACE
PRESCOTT, ARIZONA

This Comprehensive Sign Plan includes In-line Major Tenants and adjacent shops A, B and freestanding pad buildings located on parcels 1, 2, 3, 4, 5, & 7 of the Depot Marketplace Plot. It does not including the Depot and Courtyard Shops.

The intent of this sign criteria is to establish and maintain guidelines consistent with the signage policies of the Landlord and the City of Prescott. Furthermore, the purpose is to assure a standard conformance for the design size and material used for Tenant identification.

The Landlord, shall approve all signs prior to erection.

I. GENERAL REQUIREMENTS

1. The Tenant or its representative shall submit at least two (2) copies of detailed drawings covering the location, size, layout, design, materials and colors to the Landlord for approval. Tenants should note that approval action by the Landlord will generally take two (2) weeks, no installation will be permitted until the Tenant or its representatives has received a written approval from the Landlord.
2. The Tenant or its representative must secure written Landlord approval prior to submitting a request for a sign permit to the City of Prescott.
3. The Tenant or its representative shall secure all necessary City of Prescott sign permits or variances prior to fabrication and installation of signage.
4. Signs installed prior to written approval by Landlord will be subject to removal and proper reinstallation at the Tenant's expenses.
5. The Tenant and the Tenants sign contractor shall repair any damage caused during the installation of signage.
6. Flashing, portable or audible signs are not permitted.
7. Except as provided herein, no advertising placard, banners, pennants, names, insignias, trademarks and/or other descriptive material shall be affixed or maintained upon glass panes and supports of the show windows and doors, upon the exterior walls of building, or within 24" of the show window.
8. No signage shall be installed, altered or added to after installation, except with the written permission of the Landlord.

9. Landlord may repair or replace any broken or faded signs at the Tenant's expense.
10. Traffic directional signs are permitted, provided that they are no higher than three feet and not greater than three square feet. The sign may be internally illuminated or non-illuminated. Traffic directional signs and placement are subject to approval by the Landlord in writing prior to installation.
11. Each Tenant shall be permitted to place on each entrance of the premises not more than 144 square inches of die cut vinyl lettering not to exceed 2" in height, indicating hours of business, emergency telephone numbers, etc. Vinyl copy to be Scotchcal 3M #3630-005 Ivory.

II. DESIGN REQUIREMENTS

1. Tenants at their expense, shall identify their premises with an exterior sign(s) on fascia area, as designated by the Landlord. Creative emphasis is encouraged.
2. Wall signs are to be individual pan channel .040 aluminum letters with 1/8" acrylic faces (colors to be chosen by Tenant, subject to Landlord approval, in their sole discretion) and 3/4" trim cap. Letters to have 5" returns. Neon to be 30ma x 15mm 6500 White single, double or triple tube dependant upon width of letter stroke. Cabinet signs will not be permitted. LED modules may be used in lieu of neon.
3. Metal letter returns to be painted Dunn Edwards Q13-60D Blue when installed on Founders Block. Metal letter returns are to be Tenant's choice (subject to Landlord approval) when installed on Stucco Band.
4. Inside of letter to be painted Chromatic White 101-BE.
5. Trim cap color is to be black.
6. All signs shall conform to Uniform Building Code Standards. All electrical signs shall conform to National Electrical Code Standards.
7. Address numbers required on front doors. Numbers will be 3" Scotchcal 3M #3630-005 Ivory vinyl die cut copy.
8. Each Tenant who has a non-customer door that is used for shipping or receiving merchandise may have uniformly applied copy on said door in location, as directed by the Landlord, in two (2) inch high block letters, Scotchcal 3M #3630-006 Ivory vinyl, the Tenant's name and address. Sign supplied by the Landlord and paid by the Tenant.
9. A) Center Pylon Sign – See drawing on page 7 and 18.

One (1) free-standing center identification sign on Montezuma.
Two (2) on Sheldon.

- B) Center Monument Sign – See drawing on page 11
One (1) set of individual letters
- C) Pad Monument Sign – Pads A, B, & C see drawing on page 1
Three (3) free-standing pad user identification signs for respective parcels 4, 5 & 7.

III. SPECIAL REQUIREMENTS

1. Major Tenants - Any tenant with a leased floor plan greater than 10,000 square feet.
- Major Tenant A: See drawing page 14
To be mounted directly to stucco sign band area, sign not to be mounted on raceway.
- Major Tenant B: See drawing page 15
To be mounted directly to stucco sign band area, sign not to be mounted on raceway.
- Major Tenant C: See drawing page 16
To be mounted directly to stucco sign band area, sign not to be mounted on raceway.
- A) If the building is to be split between more than one (1) Tenant, the signage area is to be shared. This will be addressed under a separate provision with the maximum signage area allowed by the City of Prescott.
- B) Landlord approves tenants who participate in the use of the pylon/ monument signs. Landlord may use for leasing purposes.
- C) For a leased amount of 12,000 or more square feet, signage is allowed to be five (5') feet high. Length is to be in proportion to storefront as approved by Landlord.
- D) For a leased amount under 12,000 square feet, signage is allowed to be four (4') high. Length is to be in proportion of storefront as approved by the Landlord.
- E) Overall Major Tenant building heights will not include ascending and descending letters.
2. Minor Tenants - Any tenant with a leased floor plan less than 10,000 square feet.
- A) Maximum height of sign not to exceed 30", minimum height not to be less than 12" (single or double line).

It is preferred that the placements of all wall signs are to be centered horizontally. In the event that horizontal centering is not possible, the Landlord has the option of placement for the Tenant.

- B) Any Tenant whose sign band area is on founders block will have their sign mounted on a raceway, painted to match founders block.
 - C) Any Tenant whose sign band area is on stucco wall will have their sign mounted directly to the wall.
 - D) Special provisions for Blockbuster Video. *See drawing page 13*
3. Pad Tenants - Any free-standing pad user with a building located on parcels 4 (PAD 'A'), 5 (PAD ' B') or 7 (PAD 'C'), of Depot Marketplace Plat (see page 17).

- A) Pad shops will be allowed the maximum signage allowed by the City of Prescott Land Development Code for each building elevation with the exception of the Panda Express PAD "C" site only, whose allowed building signage is as follows:

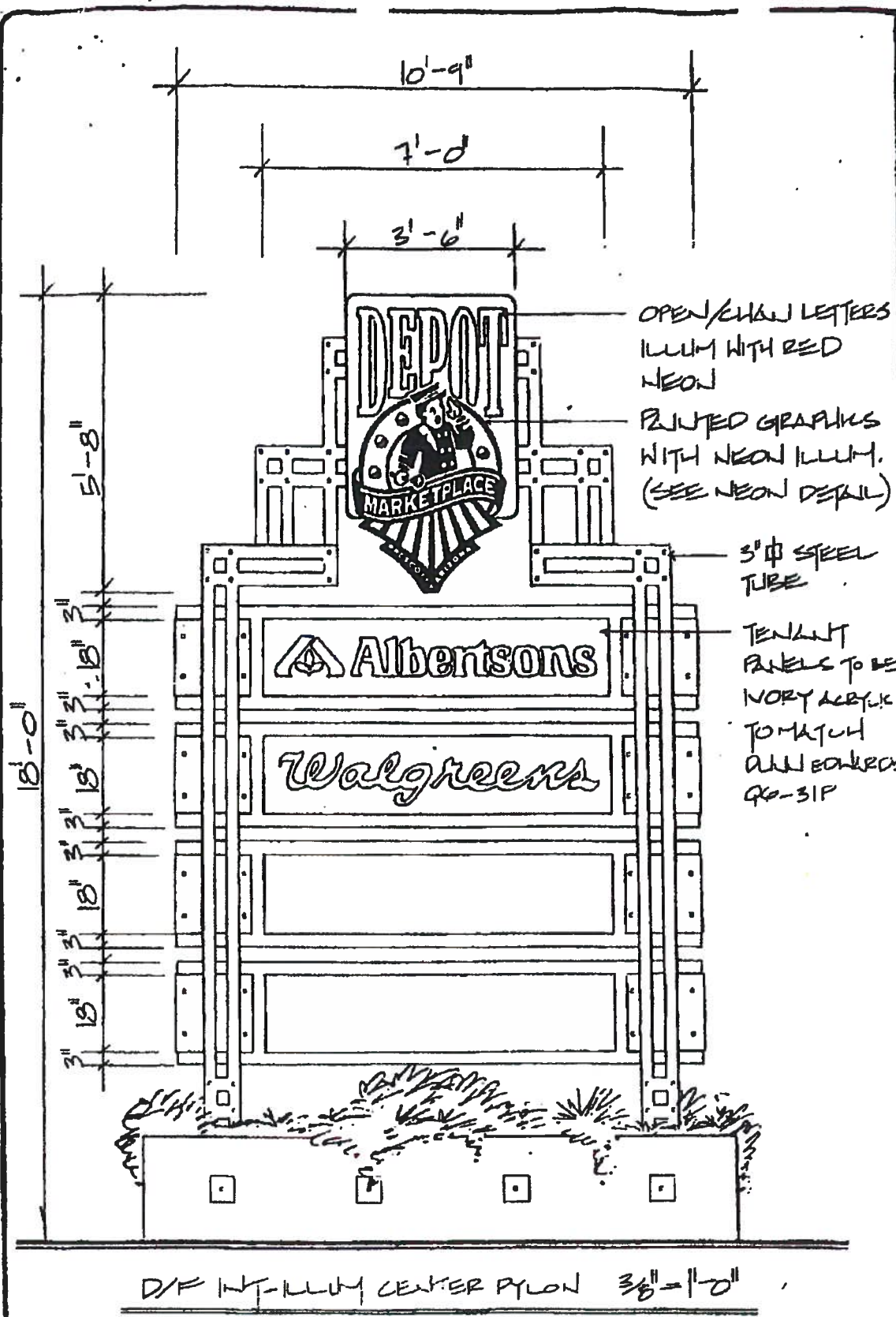
Specifically:

North Elevation:	16 sq. ft.
South Elevation:	16 sq. ft.
East Elevation:	32 sq. ft.
<u>West Elevation:</u>	<u>32 sq. ft.</u>
Total Sq. Ft	96 sq. ft.

- B) Placement of wall signs to be centered horizontally and vertically. In the event that horizontal centering is not possible, the Landlord has the option of placement for the Tenant.
- C) The letter style and colors shall be the Tenant's choice, subject to the approval of the Landlord. Consideration will be given by the Landlord for those Tenants requesting a national logo.
- D) Each free-standing pad tenant is allowed one (1) monument sign. *See drawing page 10.*

Page 5 – intentionally omitted and left blank

Page 6 – intentionally omitted and left blank



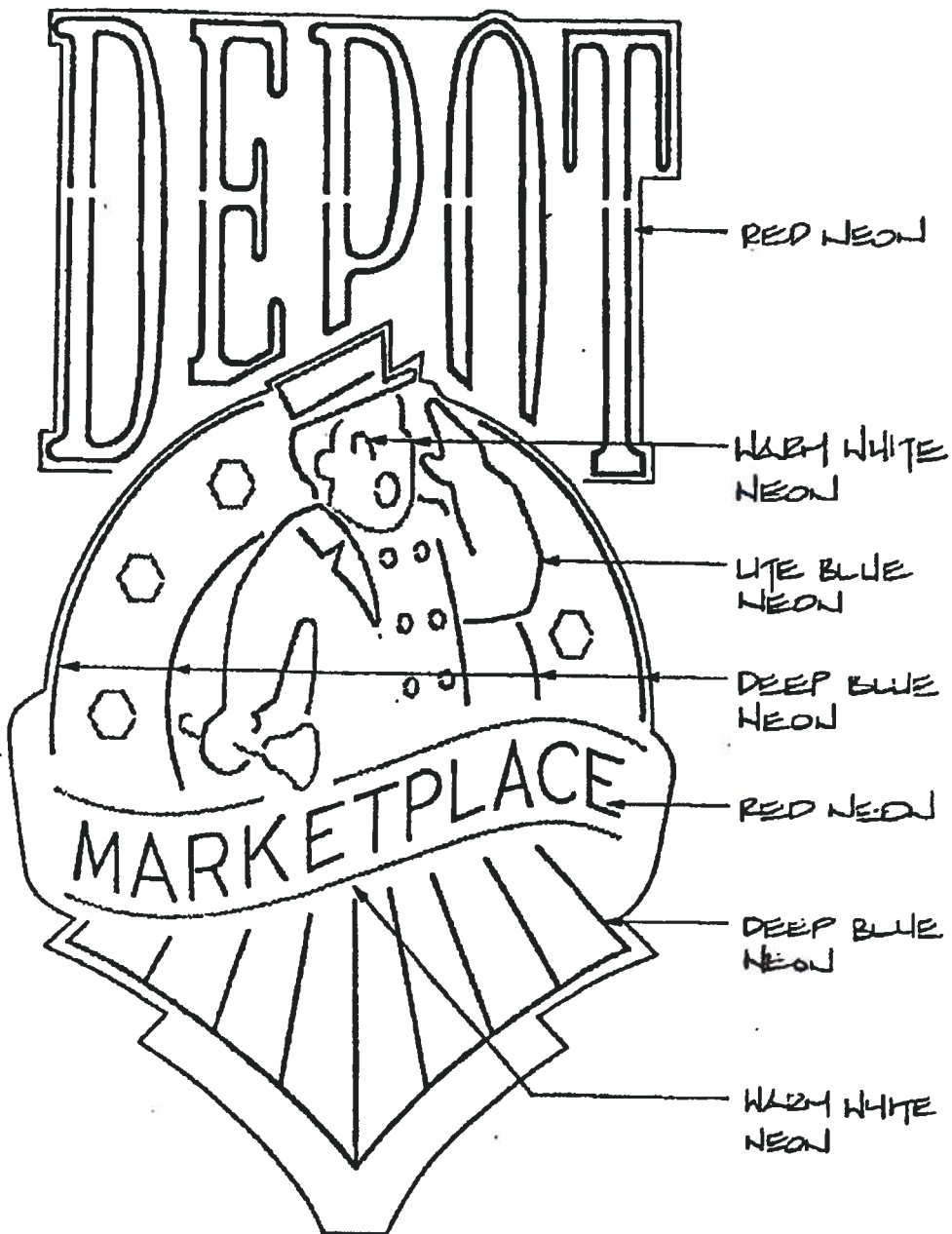
CLIENT	DATE
ADDRESS	
CITY	
TELEPHONE	
SANITARIAN	
SCALE	
DESIGNER	

1825 S. BLACK CANYON
 PHOENIX, ARIZONA 85005
242-4488

**CHRISTY
 SIGNS**

8

D/F INT-ILLUM CENTER PYLON 3/8" = 1'-0"



NEON DETAIL
for
CENTER I.D.

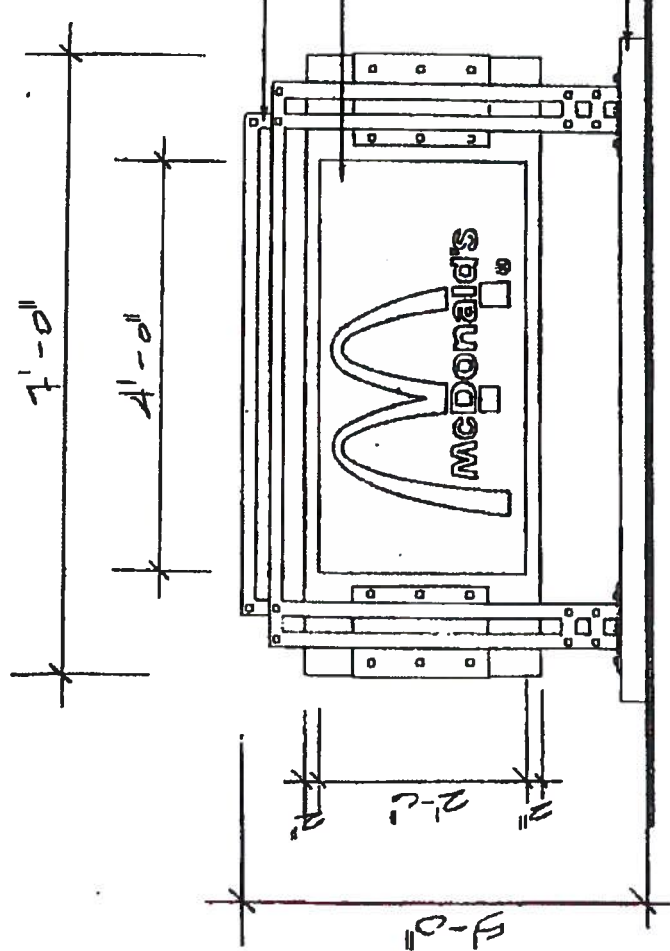
9



CLIENT	DATE
PROJECT	
CITY	
TELEPHONE	
SCALE	
DRAWN BY	

1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009
242-4488

**CHRISTY
SIGNS**



2" \varnothing STEEL TUBE
 TENTATIVE PANEL
 TO BE NOBY NERUM
 P-TRKPH RULL
 EDWARDS P-31P
 116 \varnothing
 FOLDER BACK BASE

DRAWING P&D 10 11-0"

10

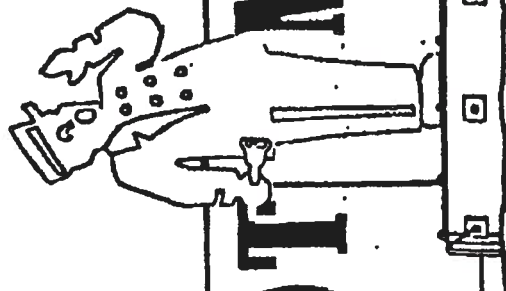
**CHRISTY
 SIGNS**

1825 S. BLACK CANYON
 PHOENIX, ARIZONA 85009
242-4488

CLIENT	DATE
ADDRESS	
CITY	
TEL. NO.	
SALESMAN	
SCALE	
DRAWER	



22'-3"



DEPOT MARKETPLACE

CENTER ID MONUMENT SIGN ————— 38" x 11'-0"

24" LTRS TO BE 3/8" ALUM ANKHOED TO FOUNDER BLOCK W/ALUM.
FTD DUNN EDWARDS G-31P MORT.
STATUE OF MAN TO COORDINATE W/TH COMPREHENSIVE LAND DESIGN.

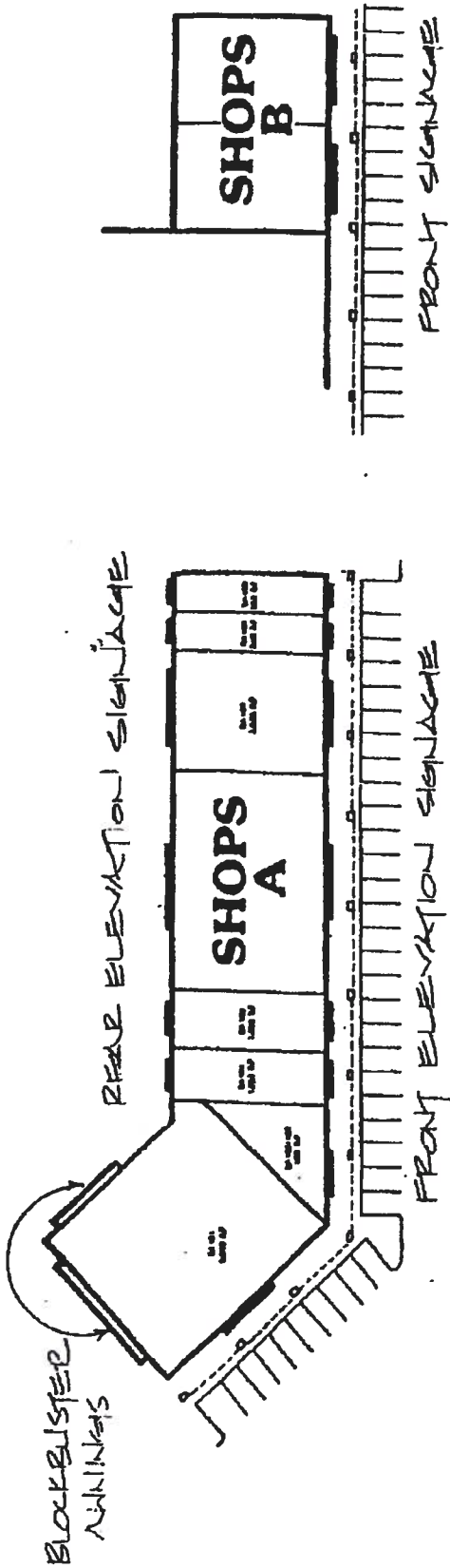


**CHRISTY
SIGNS**

1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009
242-4488

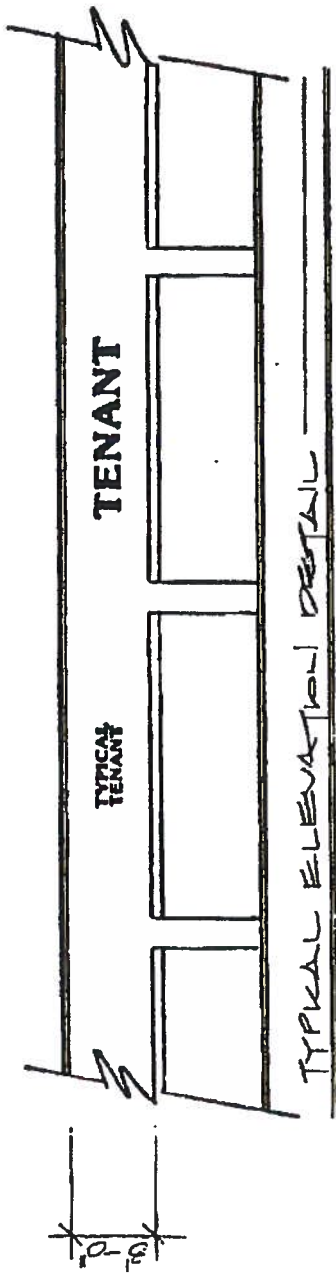
CLIENT	_____
ADDRESS	_____
CITY	_____
TELEPHONE	_____
SALESMAN	_____
SECRET	_____
DATE	_____
BY DESIGNER	_____





TYPICAL TENANT

TYPICAL ATTACHED SIGNAGE FOR SHOPS 1" x 18" . 44"-11'-0"



12

CHRISTY SIGNS

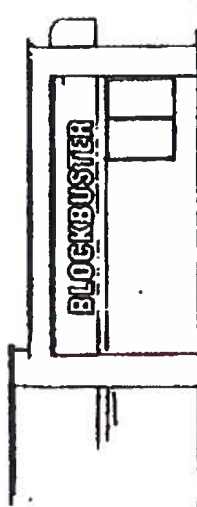
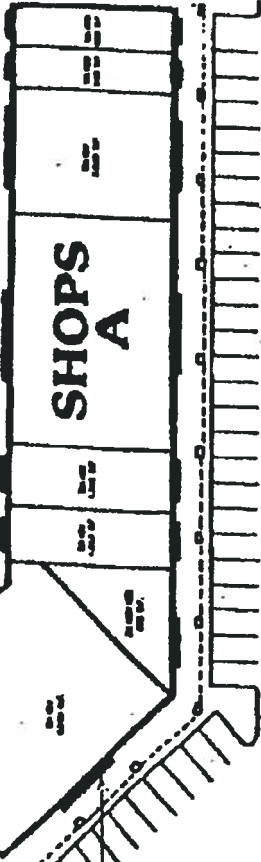
1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009
242-4488

CLIENT	_____
ADDRESS	_____
CITY	_____
TELEPHONE	_____
DATE	_____
SCALE	_____
DRAWN BY	_____



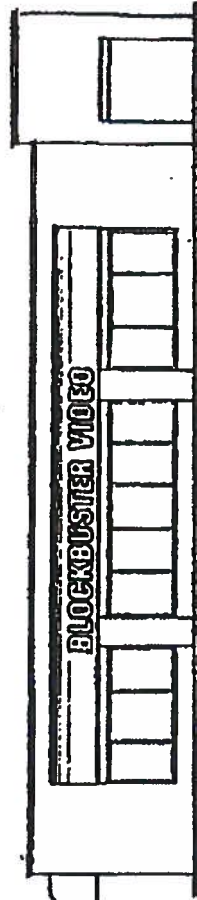
BLOCKBUSTER
ANNEXES.

ATTACHED WALL
SIGN



REAR ELEVATION

9'-10"

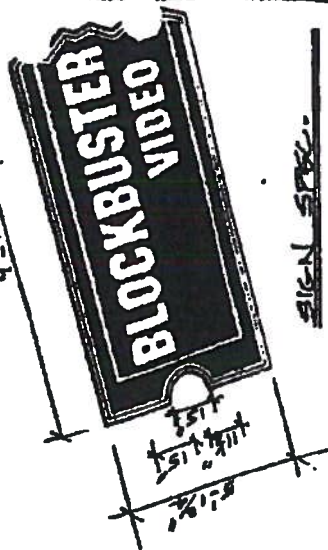


SIDE ELEVATION

9'-10"



FRONT ELEVATION



SIGN SPEC.

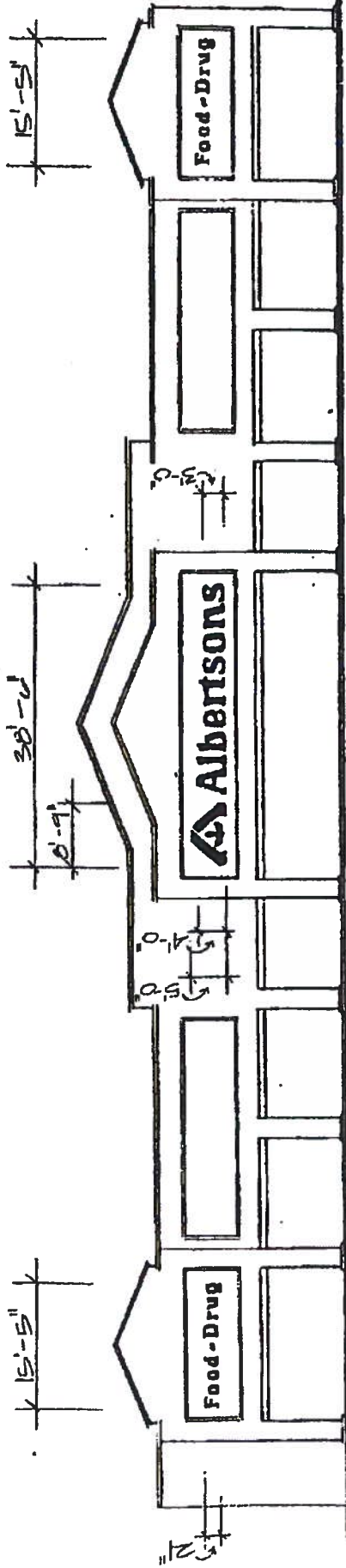
13

**CHRISTY
SIGNS**

1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009
242-4488

Client _____
Address _____
City _____
Telephone _____
Salesperson _____
Sales _____
Designer _____





ALBERTSONS ELEVATION DETAIL

(1) FOOD-DRUG (21' X 15'-5") 52.5
 ALBERTSONS (3'-0" X 30'-0") 162.7

TOTAL 215.2 #

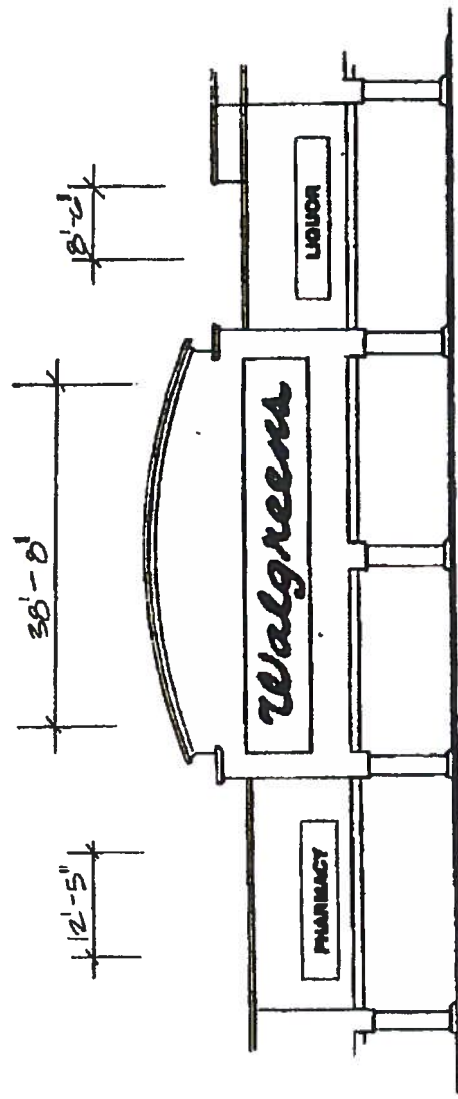
(2)

**CHRISTY
 SIGNS**

1825 S. BLACK CANYON
 PHOENIX, ARIZONA 85009
242-4488

CLIENT	_____
ADDRESS	_____
CITY	_____
BILL PHONE	_____
TELEPHONE	_____
SCALE	_____
DATE	_____





WALGREEN'S ELEVATION DETAIL

PHARMACY (19" x 12'-5") 19.6
 LIQUOR (19" x 8'-0") 13.4
 WALGREEN'S (30" x 30'-0") 161.1

TOTAL 194.1 #

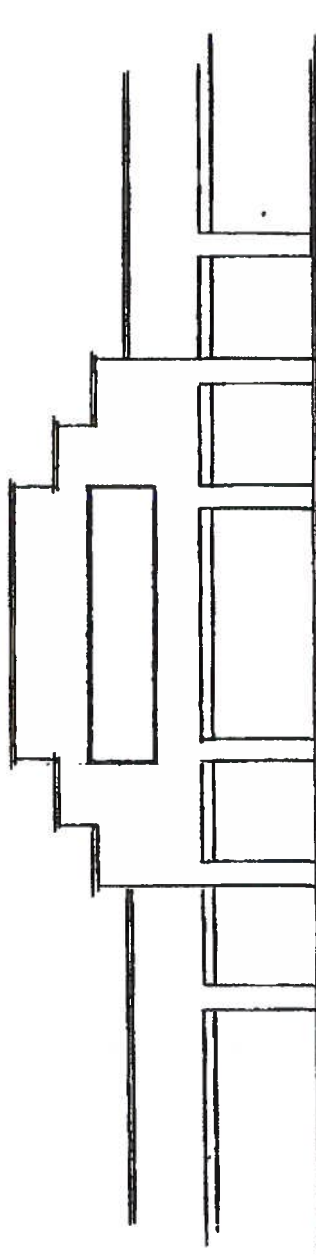
(5)

**CHRISTY
SIGNS**

1825 S. BLACK CANYON
 PHOENIX, ARIZONA 85009
242-4488

CLIENT	_____
ADDRESS	_____
CITY	_____
STATE	_____
DATE	_____
SCALE	_____
DESIGNER	_____





SUPPS 'C' ELEVATION DETAIL

(PROTOTYPICAL DRAWING)

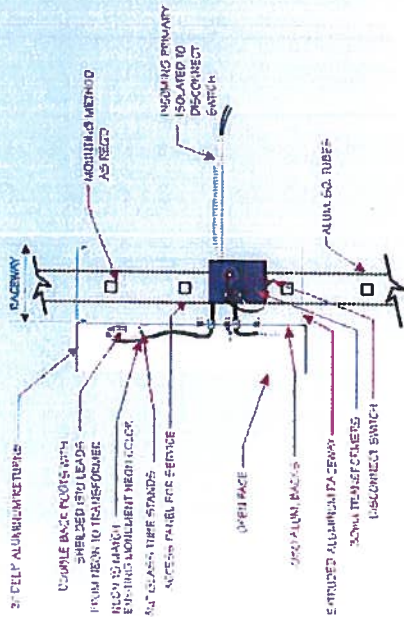
16

**CHRISTY
SIGNS**

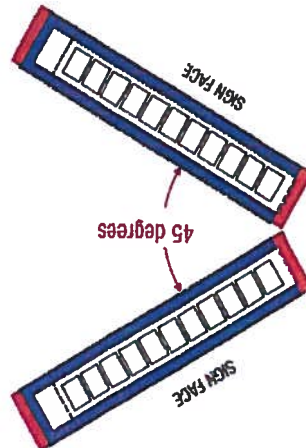
1825 S. BLACK CANYON
PHOENIX, ARIZONA 85009
242-4488

CUSTOMER
ADDRESS
CITY
TELEPHONE
SALESMAN
SCALE
DATE

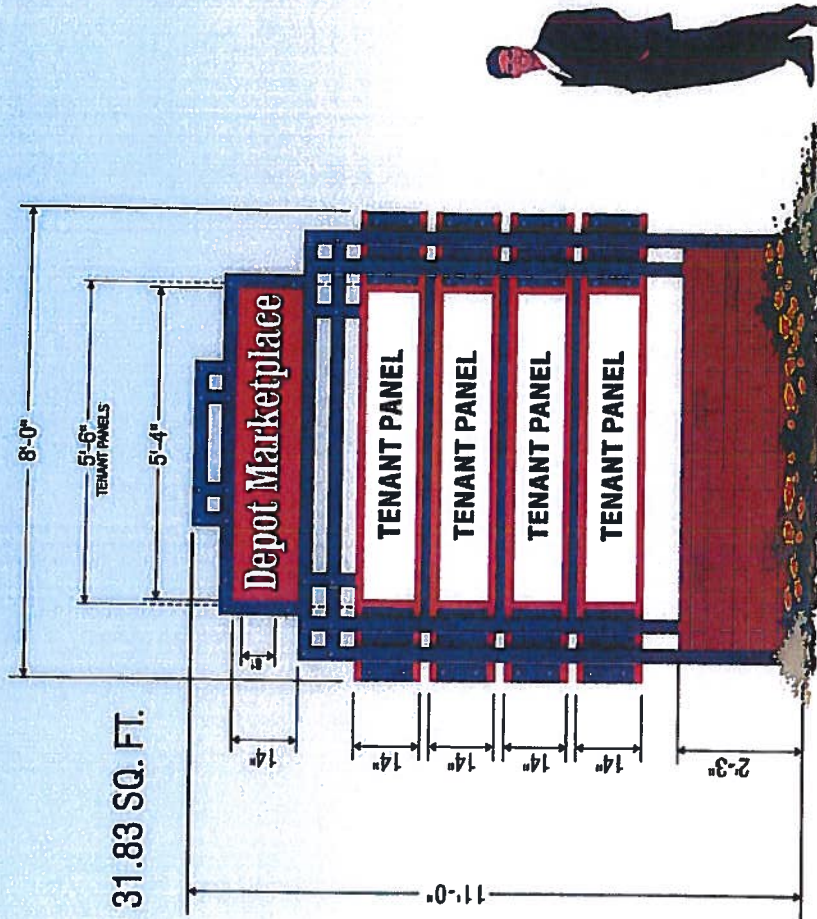




TYPICAL / RACEWAY MOUNTED
-CHANNEL LETTER NEON ILLUM. CROSS SECTION



TOP VIEW
EXACT ANGLES
TO BE DETERMINED



31.83 SQ. FT.

SITE PHOTO SURVEY - PROPOSED V-SHAPED MONUMENT SIGN

SCALE: 1/2" = 1'-0"

FABRICATED ALUMINUM PAINTED TO MATCH EXISTING SIGNS
BRICK BASE TO MATCH EXISTING SIGNS



SIGNS PLUS

8200 Valley Rd.
Parsippany, NJ 07054
908-237-5885
Anywhere in NJ, PRECORT, AZ

Account Executive: DALE JOHNSON
Designer: [blank]
Fabricator: [blank]
Design Number: 07-22-2013-000
DATE: 07/08/2013
SCALE: AS NOTED
AS NOTED
AS NOTED
AS NOTED
AS NOTED
AS NOTED
SHEET: 1 OF 1

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For Information on this Criteria

Or Signage in This Criteria

Please Contact

Signs Plus

9200 Valley Road

Prescott Valley, AZ 86314

(928) 772-4070

Dale Johnson

Gary Johnson

Intersection for proposed sign and existing Identification Sign



Existing Center Pylon Sign on Montezuma Street



Existing Center Pylon Sign on Sheldon Street



Second Pylon Sign along Sheldon Street



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© 2021 Google
© 2020 Google

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 2021-1740 Authorizing the Acceptance of a Water Line Easement, from Embry-Riddle Aeronautical University, Inc.

ITEM SUMMARY

This item is to accept a water line easement, from Embry-Riddle Aeronautical University, Inc.

BACKGROUND

As part of a City water main extension project, City staff negotiated with Embry-Riddle Aeronautical University, Inc., for a water line easement across their property. This allows extending the water main to Willow Creek Road and improves water distribution in the area.

Embry-Riddle Aeronautical University, Inc is granting this easement to the City in exchange for future water connections as detailed in the water easement agreement.

FINANCIAL IMPACT

The total cost to the City of accepting the aforementioned easement, will be recordation costs, plus the future water connections.

Recommended Action:

ATTACHMENTS

1. [Water Line Easement.pdf](#)
2. [Ordinance No. 2021-1740.docx](#)
3. [Vicinity Map.pdf](#)

When recorded, mail to:

City of Prescott
City Clerk
P. O. Box 2059
Prescott, AZ 86302

EXEMPT ARS 11-1134.A2

WATER LINE EASEMENT

Project: City of Prescott Water Main Extension

THIS WATER LINE EASEMENT (this "Easement") is entered into as of the ____ day of _____, 2020, by and between the following parties:

GRANTOR: Embry-Riddle Aeronautical University, Inc.
a Florida non-profit corporation

GRANTEE: City of Prescott,
a political subdivision of the State of Arizona

RECITALS

A. Grantor is the owner of that real property located west of Willow Creek Road in Yavapai County, Arizona, and legally described and depicted in *Exhibit "A"* attached hereto and incorporated herein by this reference (the "Easement Area").

B. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, a water line easement across, over and under the Easement Area for the purpose of construction, operation and maintenance of water lines and appurtenant facilities relating to the distribution of water to serve Grantee's customers. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state, confirm and agree as follows:

AGREEMENTS

1. Grant of Easement. In consideration of (a) the sum of Ten Dollars (\$10.00), (b) the agreement of Grantee, at such time as shall be requested by Grantor, to install, at Grantee's sole expense, up to four (4) water connections to the water line installed in the Easement Area [with no greater than 16" x 12" tees, 12" stubs and 12" gate valves and caps, each stubbed to the southern easement line] at such locations on the water line as shall be then designated by Grantor and (c) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee a perpetual non-exclusive water line easement over, under and across the Easement

Area for the purpose of construction, installation, operation and maintenance of underground water lines, including all appurtenant facilities and equipment, together with the right and privilege to reconstruct, inspect, alter, improve and remove such water lines. In connection therewith, Grantee shall have the right of reasonable ingress and egress over the Easement Area for the purpose of exercising the easement rights herein granted; provided, however, that, in its use of the Easement Area, Grantee shall not unreasonably interfere with or otherwise adversely affect the Grantor's use and enjoyment of any other portion of Grantor's adjacent property. Exclusive use of the Easement Area is not hereby granted.

2. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its successors and assigns, from and against any and all claims, costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any action or proceeding brought, arising from or as a result of the death of, or any accident, loss, injury or damage whatsoever to, any person or to the property of any person occurring on or within the Easement Area, any other portion of Grantor's adjacent property and which is caused by Grantee, its successors or assigns, or any tenant, contractor or agent of Grantee in connection with the use of the Easement Area and the construction, installation, operation, maintenance and repair of the water lines constructed therein. In addition, Grantee shall keep the Easement Area and all other portions of Grantor's adjacent property free from all liens which may result from the construction, installation, maintenance and repair of the water lines and, in the event that any such lien is recorded against the Easement Area or any other portion of Grantor's adjacent property, Grantee shall cause such lien to be removed and/or discharged within ten (10) days after the recording of such lien.

3. Covenants To Run with Land; Successors and Assigns. All provisions of this Easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. Return to Condition. Following the initial or any subsequent work by Grantee in or on the Easement Area, Grantee shall return the Easement Area to a condition as close as possible to that which existed prior to the work being started.

5. Easement Restrictions. Use of the Easement Area shall at all times be subject to the terms and conditions contained on *Schedule 1* attached hereto and made a part hereof. In the event of any discrepancy between the terms of Schedule 1 and the terms of this Easement, the terms of this Easement shall prevail.

6. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Grantor of the breach of any covenant or condition contained herein shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenants or conditions set forth herein.

7. No Dedication. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights and easements herein created are private and for the benefit only of the Grantee and Grantee's successors and assigns.

8. Remedies. In the event of any violation or threatened violation by Grantee of any of the terms, restrictions, covenants and conditions of this Easement, Grantor shall have, in addition to all other rights and remedies available under law or in equity, the right to enjoin such violation or threatened

violation in any court of competent jurisdiction, or to take such action as may be reasonably necessary to cure such default or breach, and all costs incurred by Grantor in connection with such cure shall be paid by Grantee to Grantor within ten (10) days after receipt of written demand therefor.

9. Notices. Any notice desired or required to be given hereunder shall be in writing and delivered personally or sent by certified mail (return receipt requested), postage prepaid, addressed to the party to receive the same at the address of such party shown below or such other address(es) as such party may hereafter furnish to the other in writing. Any notice mailed in accordance with the preceding sentence shall be deemed to have been given at the time it is received.

If to Grantor:

Embry-Riddle Aeronautical University
Attn: Charlie W. Sevastos
600 S. Clyde Morris Blvd.
Daytona Beach, FL 32114

With a copy to:

Stephen W. Anderson
Gammage & Burnham, PLC
40 N. Central Avenue, 20th Floor
Phoenix, Arizona 85004

If to Grantee:

City of Prescott
Public Works Department
433 N. Virginia Street
Prescott, AZ 86301

With a copy to:

City of Prescott
Legal Department
201 S. Cortez Street
Prescott, AZ 86303

10. Counterparts. This Easement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.

“GRANTOR”

Embry-Riddle Aeronautical University, Inc., a Florida non-profit corporation

By P. B. Butler
Name P. Barry Butler
Title President

STATE OF FLORIDA)
) ss.
COUNTY OF Volusia)

On this 18th day of December, 2020, before me, the undersigned officer, personally appeared P. Barry Butler, who acknowledged himself to be the President of Embry-Riddle Aeronautical University, Inc., a Florida non-profit corporation:

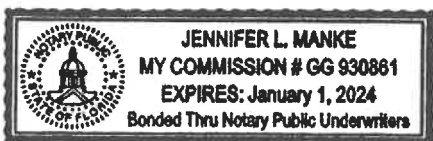
- whom I know personally;
- whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
- whose identity I verified on the basis of his _____,

and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Jennifer L. Manke
Notary Public



“GRANTEE”

City of Prescott, an Arizona municipality

GREG MENGARELLI, Mayor

State of ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Greg Mengarelli, 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/she executed it.

NOTARY SEAL:

Notary Public

EXHIBIT “A”

Easement Area

<see following pages>

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of land lying in Section 2, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found 3 inch Brass Cap monument at the west quarter corner of said Section 2, from whence a found 2 ½ inch Brass Cap monument at the southwest corner bears South 01° 32' 41" West, a distance of 2620.72 feet, also being the southeast corner of Lot 256, Pinon Oaks Unit 3, Phase 3 as recorded in Book 41 of Maps and Plats, Page 75, and the northerly boundary line of that certain parcel as shown on Book 183 of Land Surveys, Page 91, Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence North 01° 31' 41" East, along the east line of said Lot 256, a distance of 200.27 feet to a point on the southerly right of way line of Panicum Drive as shown on said Pinon Oaks Unit 3, Phase 3;

Thence North 89° 40' 03" East, along said southerly right of way line and northerly boundary line of said certain parcel, a distance of 357.62 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89° 40' 03" East, along said northerly boundary line, a distance of 548.32 feet;

Thence South 00° 12' 42" East, along said northerly boundary line, a distance of 201.45 feet;

Thence North 89° 44' 29" East, along said northerly boundary line, a distance of 410.55 feet to a point on the westerly right of way line of Willow Creek Road as recorded in Book 9 of Maps and Plats, Pages 55 and 56, and new right of way acquisition in Book 2693 of Official Records, Page 650, Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence South 19° 53' 11" West, along said westerly right of way line, a distance of 58.37 feet;

Thence South 89° 06' 46" West, a distance of 93.53 feet;

Thence North 45° 17' 29" West, a distance of 42.08 feet;

Thence South 89° 42' 35" West, a distance of 259.05 feet;

Thence North 81° 59' 50" West, a distance of 19.53 feet;

Thence North 37° 00' 05" West, a distance of 82.89 feet;

Thence North 07° 59' 55" East, a distance of 62.68 feet;

Thence North 02° 15' 05" West, a distance of 40.18 feet;

Thence South 88° 13' 57" West, a distance of 248.65 feet;

Thence South 88° 39' 57" West, a distance of 35.79 feet;

Thence North 46° 20' 03" West, a distance of 76.90 feet;

Thence South 88° 39' 57" West, a distance of 154.49 feet;

Thence North 03° 47' 36" West, a distance of 12.36 feet to the TRUE POINT OF BEGINNING.

Containing 45,639.49 sf. or 1.05 acres more or less.

04/30/20

LE #1070-02

1070-02 Offsite NW IEU.doc

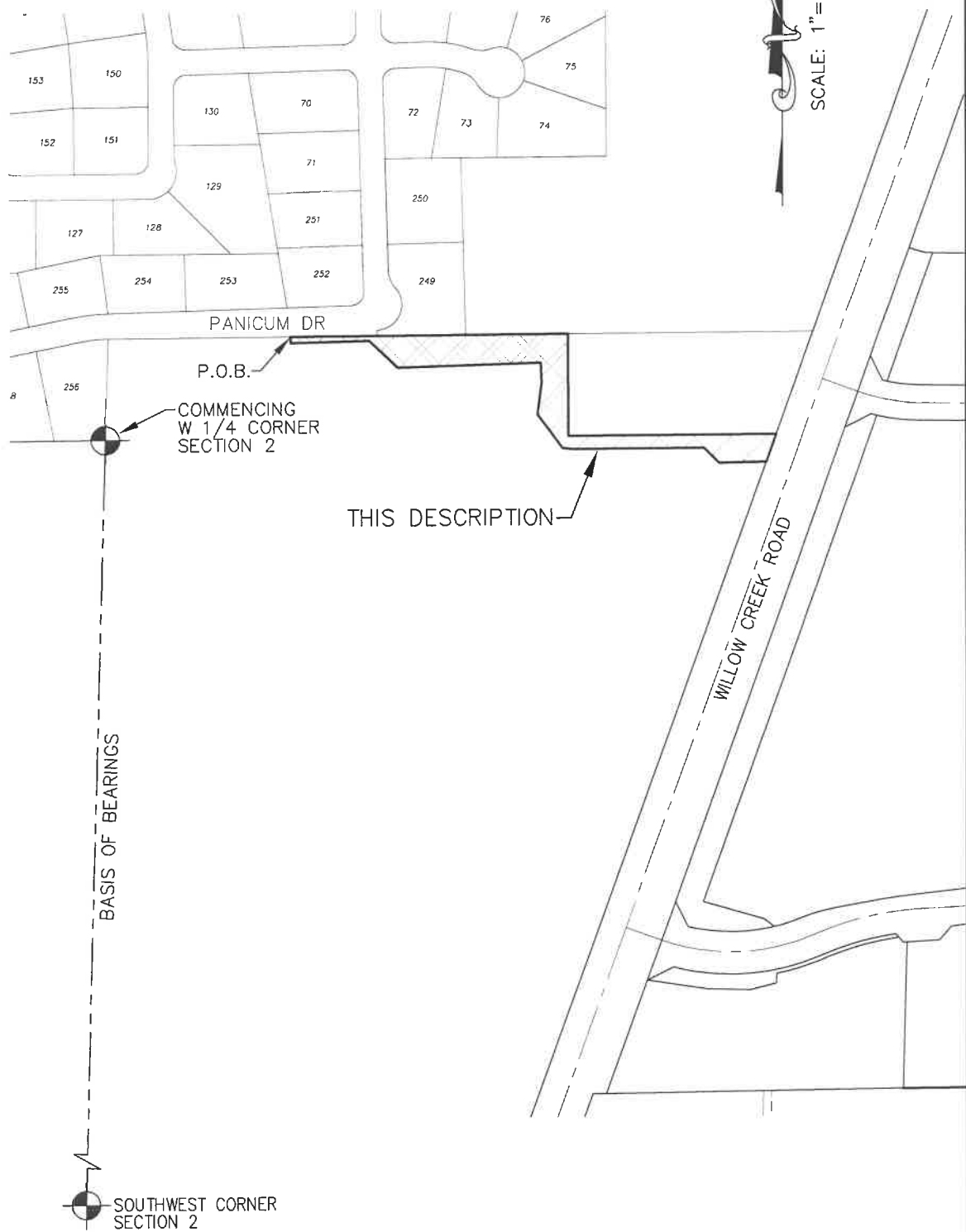
JASON O'BRIEN, R.L.S.



EXPIRES 6/30/22

MAP TO ACCOMPANY
LEGAL DESCRIPTION

SCALE: 1"=300'



Schedule 1
(Easement Restrictions)

General Requirements

The following general requirements are considered minimum requirements for the Water Line Easement. These minimum requirements are incorporated into this Water Line Easement Agreement to avoid conflict with any existing easement rights. The City of Prescott (hereinafter referred to as “CITY”) shall have non-exclusive use of the Easement Area for underground water lines. The CITY may not grant a license for use within the Easement Area. These requirements are a part of the Water Line Easement; they are applicable to the current property owner and run with the land to any future owner/owners. Contractors shall be required to meet these provisions. Any construction shall require an encroachment agreement with the CITY.

1. This Water Line Easement restricts the placement of a pipeline, conduit, structure, including block fencing, buildings, major landscaping components, any part of a structure or material storage, within the Easement Area both above and below ground.
2. An authorized CITY representative must be on site during any work performed on or across the Easement Area, and will remain as long as power excavation equipment is utilized.

Pre-Approved Crossings

1. Subject to paragraph 2 above and the following provisions, Grantor and its successors and assigns shall have the right to construct a roadway and utility crossing of the Easement Area subject to adopted City standards.

Excavation

1. Plans for any excavation or filling in the Easement Area must be reviewed and approved prior to commencing any work. Excavating closer than 2 feet vertically or horizontally to the pipeline shall be done by hand until the pipe is exposed and shall be done only under the observation of an authorized CITY representative.
2. Any plowing or ripping of soil within the Easement Area, including agricultural, at depths greater than 1 foot will require specific authorization from the CITY.

Streets, Roads, and Driveways

1. Notice and approval of the CITY is required before any construction of a driveway within the Easement Area is undertaken. Construction of any street or road that would include the heavy vehicles such as semi-trucks or construction equipment within the Easement Area will require written notice to the CITY, a review of construction plans, with minimum pipeline cover requirements, prior to any construction. An opportunity for CITY to make a pipe inspection must be given prior to the start of any

construction. A set of constructions plans reviewed and approved by the CITY is required.

2. Temporary easement surface crossings may be approved with notice to the CITY and prior authorization, some cover restrictions may apply.

Fences

1. Fence posts shall not be installed within 5 feet of the center of the pipeline, and the first post on either side of the pipe shall be set in hand dug holes. Also, the fences must be gated to allow vehicles ingress/egress along the Easement Area.

2. To perform normal inspections, maintenance, and repair, access through or around fences crossing the Easement Area must be provided. The CITY will provide access by providing gates on pre-existing fences to assure ingress/egress along the Easement Area. If fencing is removed for inspections, maintenance, and repair, it will be replaced with like materials in a like manner by the CITY, to the extent reasonably practicable.

Landscaping

1. Lawns and vegetable gardens are acceptable uses. No trees, shrubs, or permanent plantings are allowed. Lawns, flower beds, or gardens within the Easement Area may be damaged by inspections/surveys. Heavy maintenance may require total clearing of the Easement Area. No compensation is given to the owner to restore lawns or vegetable gardens under these circumstances.

Open Waterways

1. No open waterways, ditches, canals, drainage catchments, retention ponds, ponds, stock ponds, pools, etc. shall be allowed within 15 feet of the pipeline center line. Except a canal or ditch crossing at a 90 degree angle shall be allowed if pre-existing or with an encroachment agreement with the CITY.

2. Anyone altering (clearing, regrading, or changing alignment) a waterway within the Easement Area must obtain approval from the CITY prior to making changes, and obtaining an encroachment agreement.

General Requirements for Buried Line Crossings

1. All buried pipeline, power or telecommunication lines crossing the Easement Area shall be installed adhering to all applicable codes and requirements governing such installations. Before any installation, notification to the CITY and an encroachment agreement is required.

2. All buried pipeline, power or telecommunication lines crossing the Easement Area must cross on an angle at 90 degrees or as close to it as possible. This angle must be maintained across the entire width of the Easement Area. Depending on the type of line, minimal cover amounts are required.

3. No new foreign appurtenances (meters, poles, or drop boxes, etc.) shall be located within the Easement Area without an encroachment agreement with the CITY.

4. A 6 inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire Easement Area, as a protective measure.
5. Communication lines (telephone, buried power lines, TV, or other data lines) shall be encased in a rigid nonmetallic conduit across the full width of the Easement Area and buried at a constant depth across the Easement Area.
6. Sewer and water lines shall adhere to these requirements.
7. No water collection basins, well drilling, septic drain fields, septic tanks or septic treatment facilities are permitted in the Easement Area.

Above Ground Utility Crossings

1. Power lines shall maintain a minimum of 30 feet of clearance over the Easement Area.
2. No future poles or other appurtenances shall be located in the Easement Area unless an encroachment agreement is obtained.

Penalties for Failure to Abide by Restrictions

1. Failure to follow or abide by these Easement Restrictions may be punishable as either a civil or criminal action to the fullest extent allowed by any federal, state, or local statutes, codes, ordinances, rules or regulations.
2. Owners will be liable to the City for any damage to City property within the Easement Area caused by the property owners' negligence in failing to abide by or follow the Easement Restrictions.

Contact Information

The CITY can/shall be contacted at Prescott Department of Public Works, telephone 928-777-1130. Any construction or changes to the Easement Area shall require an encroachment agreement. Contractors are required to adhere to these Easement Requirements.

ORDINANCE NO. 2021-1740

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A WATER LINE EASEMENT, FROM EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC., AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID ACCEPTANCE.

RECITALS:

WHEREAS, the City Council has determined that a certain water line easement, is needed by the City and acceptance of this water line easement will be in the best interest of the health, safety and welfare of the City of Prescott.

WHEREAS, the terms and conditions in the water line easement agreement, are deemed to be fair and equitable.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the water line easement agreement from Embry-Riddle Aeronautical University, Inc., pursuant to the terms and conditions as set forth in the water line easement dated 18th day of December, 2020.

SECTION 2. THAT the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing acceptance of the above water line easement, including the payment of recordation fees of the easement document.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2021.

GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP
City Clerk

Jon M. Paladini
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2021-1740 is a true, correct and accurate copy of Ordinance No. 2021-1740 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2021, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2021.

Seal

City Clerk

Vicinity Map



Water Line Easement



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **01-26-21**

DEPARTMENT: **Human Resources**

AGENDA ITEM: Adoption of Ordinance No. 2021-1744 Replacing Prescott City Code Chapter 1-20.

ITEM SUMMARY

Revise Prescott City Code Chapter 1-20, and update City policies and procedures (Administrative Guidelines)

- Proposed revisions to Prescott City Code Chapter 1-20 reflect a more streamlined Human Resources Code consistent with most other Arizona municipalities with a Council-Manager form of government, like Prescott.
- As part of the Code revisions, the City Manager's Administrative Regulations will be revised to capture information no longer included in the newly proposed City Code Chapter 1-20.
- The revised City Code allows for Grandfathering of previous benefits for existing employees, which benefits will now be reflected in the updated Administrative Regulations.

BACKGROUND

As part of the Total Compensation Study findings, Evergreen Consulting recommended revising Prescott City Code Chapter 1-20 to streamline the Human Resources ("HR") Code.

FINANCIAL IMPACT

There is no financial impact associated with this ordinance.

Recommended Action:

ATTACHMENTS

1. [Ordinance No. 2021-1744.docx](#)

ORDINANCE NO. 2021-1744

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE I, CHAPTER 1-20 (CITY PERSONNEL), SECTION 1-20-1 THROUGH 1-20-25, BY DELETING CHAPTER 1-20, SECTIONS 1-20-1 THROUGH 1-20-25 IN THEIR ENTIRETY AND ADDING A NEW TITLE I, CHAPTER 1-20 , SECTIONS 1-20-1 THROUGH 1-20-7; AND RENAMING THIS NEW CHAPTER 1-20 “HUMAN RESOURCES”.

WHEREAS, the City of Prescott wishes to amend Title I, Chapter 1-20 (CITY PERSONNEL), Sections 1-20-1 through 1-20-25 by deleting them in their entirety and replacing them with a new Title I, Chapter 1-20, Sections 1-20-1 through 1-20-7; and,

WHEREAS, the new Chapter 1-20 will be renamed “HUMAN RESOURCES”; and,

WHEREAS, amending Title I, Chapter 1-20 of the Prescott City Code is in the best interests of the health, safety and welfare of the City of Prescott.

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

ENACTMENTS:

SECTION 1. THAT Title I, Chapter 1-20 (CITY PERSONNEL), Sections 1-20-1 through 1-20-25 are deleted in their entirety.

SECTION 2. THAT the old Title I, Chapter 1-20, is replaced with the following new Chapter 1-20:

“CHAPTER 1-20: HUMAN RESOURCES

SECTIONS:

- 1-20-1: CREATION AND SCOPE
- 1-20-2: GENERAL PROVISIONS
- 1-20-3: CONDITIONS OF EMPLOYMENT
- 1-20-4: RULES AND REGULATIONS
- 1-20-5: POLITICAL ACTIVITY AND SOLICITATIONS
- 1-20-6: GRANDFATHERED EMPLOYMENT BENEFITS
- 1-20-7: SEVERANCE CLAUSE

1-20-1: CREATION AND SCOPE

There shall be adopted a merit system for the for the employees of the City, the provisions of which shall apply, to all employees of the City excluding elected officials, persons engaged under contract to supply expert, professional or technical services, temporary employees and volunteer personnel who receive no regular compensation from the City.

1-20-2: GENERAL PROVISIONS

Responsibilities of City Manager are to establish a city-wide employee policies and procedures to implement this Chapter and facilitate the effective management of City personnel. The City Manager is responsible for the administration of the personnel system of the City.

The general purpose of this Chapter is to adopt and establish for the City of Prescott a merit system of Human Resources general policies and administration to meet the needs of the employees of the City. This system shall provide means to recruit, select, develop and maintain an effective and engaged work force; and shall include an overview of philosophies and policies for employee hiring and advancement, terminations, training and career development, job classification, salary administration, employee benefits, corrective action, discharge and related Human Resources activities. The specific system, policies and procedures are addressed in the Human Resources Employee Handbook (Administrative Regulations).

1-20-3: CONDITIONS OF EMPLOYMENT

The Human Resources Employee Handbook (Administrative Regulations) shall specify the appointment, promotion and tenure of every employee, along with other conditions of employment as deemed appropriate by the City Manager in consultation with the Human Resources Director.

The City of Prescott is an equal opportunity employer. No employee of the City shall discriminate against any employee or applicant for employment with regard to recruitment, application, testing, appointment, assignment, performance evaluation, training, working conditions, promotion, demotion, corrective action, lay-off, termination, retirement, or any other aspect of employment on the basis of race, color, creed, religion, sex, national origin, age, or disability. Complaints alleging illegal discrimination, including sexual harassment, may be filed with Human Resources or any management employee.

1-20-4: RULES AND REGULATIONS

The City Council may adopt rules and regulations to effectuate this chapter, which may be modified or changed from time to time, but such rules and regulations shall follow the generally accepted principles of good personnel administration. The City manager is authorized to make changes, additions and amendments to the Human Resources Administrative Regulations Manual that are in conformity with good personnel administration, state and federal law.

1-20-5: POLITICAL ACTIVITY, CONTRIBUTIONS AND SOLICITATIONS

- A. A City employee shall not, during the duration of his/her employment, hold an elective public office or any appointive public office which could constitute a possible conflict of interest with his City employment.
- B. No officer or employee of the City shall directly or indirectly solicit or receive, or be connected with, the soliciting or receiving of any assessment, subscription or contribution for any political purpose from any City employee or suggest or require any City employee to support any candidate for public office.
- C. Employees are prohibited from engaging in any political activity relating to any City election, or taking part in any City political issues, beyond the private expression of personal opinions, registering to vote, signing nominating, initiative, referendum or recall petitions, and voting in any special, primary or general election.
- D. Employees are prohibited from engaging in any partisan political activity beyond the private expression of personal opinions, registering as a member of a political party, signing of nominating, initiative, referendum or recall petitions, and voting in any special, primary or general elections if such activity could constitute a possible conflict of interest with his City employment or if such activity affects the employee's performance of his or her City duties.

1-20-6 GRANDFATHERED EMPLOYMENT BENEFITS

Those employees who have accrued vacation or other employment benefits under prior personnel policies that are different from those established by this Ordinance shall continue to retain those benefits for use and/or payout under the terms of the applicable policies in force at the time of the accumulation of the leave time. The future accrual and use of benefits after the passage of this Ordinance shall be at the levels and under the terms that are defined within this Ordinance.

1-20-7: SEVERANCE CLAUSE

The provisions of this Chapter are declared to be severable and if any Section, sentence, clause or phrase of this Chapter shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining Sections, sentences, clauses and phrases of this Chapter, but they shall remain in effect, it being the legislative intent that this Chapter shall stand notwithstanding the invalidity of any part.”



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: City Clerk

AGENDA ITEM: Public Hearing and Consideration for a New Series 3 In State Microbrewery Liquor License Application from Drew William Pool, Applicant, for Wren House Brewing Co. Location: 6396 Lear Lane.

ITEM SUMMARY

Liquor License Application

Drew William Pool has applied for a new Series 3 In State Microbrewery liquor license for Wren House Brewing Co.

License - Wren House Brewing Co; 6396 Lear Lane

Applicant - Drew William Pool

City Application No. - LIQR20-026

State Application No. - 129870

Sixty Day Processing Deadline - Feb. 6, 2021

Staff Recommendation

Police Department - In Compliance

Community Development - In Compliance

Public Comments Received - None

NOTE: State law provides that for a liquor license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires that the best interest of the community will be substantially served by the issuance of a license." (A.R.S. 4-201). The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or a public or private school that is located in an area that is designated an entertainment district by the governing body of that city or town.

BACKGROUND

The application presented for consideration has complied with each of the following requirements:

1. The application has been filed with the State Liquor Department and released to the City for additional processing.
2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.
3. The application has been posted at the proposed location for the required twenty days and statements of opposition or statements of support received by the City Clerk are attached.
4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) within one year has violated any provision of a liquor license or had a liquor license revoked; or (2) within five years of the date of application has been convicted of a felony involving moral turpitude.
5. The Community Development Department has reviewed the application to determine whether zoning is proper.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration.

Recommendation of Approval

If the City Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license.

Recommendation of Disapproval

If the City Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

No Recommendation

If the City Council makes no recommendation, the Director may cancel the hearing and issue the license unless the Board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

FINANCIAL IMPACT

The application and license fees have been paid. There is no further financial impact for this item.

Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License No. 129870 for a new Series 3 In State Microbrewery liquor license for Wren House Brewing Co. Location: 6396 Lear Lane.

ATTACHMENTS

1. [Liquor Licenses Attachment A - Series Number Definitions.pdf](#)
2. [Liquor Licenses Attachment B - AZ Laws & Regulations.pdf](#)

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

- 1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 2 **Out-of-state Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 3 **Microbrewery**, less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.
- 4 **Wholesaler**, all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.
- 5 **Government**, all spirituous liquor, may sell to patrons to consume on premises.
- 6 **Bar**, all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 7 **Beer and Wine Bar**, beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 9 **Liquor Store**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 9S **Liquor Store with Sampling Privileges**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.
- 10 **Beer and Wine Store**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 10S **Beer and Wine Store with Sampling Privileges**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.
- 11 **Hotel/Motel w/Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 12 **Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 13 **Farm Winery**, produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.
- 14 **Private Club**, all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.
- 15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.
- 16W **Farm Winery Fair/Festival**, authorization issued for a specified period to a domestic farm winery to serve samples of its products and sell the products in individual portions for consumption on the premises or in original, unopened, containers for consumption off the premises.
- 18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

- 19 **Remote Tasting Room**, owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

NOTE: A.R.S.§4-207. (A) and (B) state that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S.§4-205.02) Series 12
- b) Hotel/motel license (A.R.S.§4-205.01) Series 11
- c) Microbrewery (A.R.S.§4-205.08) Series 3
- d) Craft Distillery (A.R.S.§4-205.10) Series 18
- e) Government license (A.R.S.§4-205.03) Series 5
- f) Playing area of a golf course (A.R.S.§4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: Legal

AGENDA ITEM: Adoption of Resolution No. 2021-1767 Approving City Contract No. 93-116A2 an Amendment to City Contract No. 93-116 to the Intergovernmental Agreement for Sewage Treatment Service Between the Iron Springs Sanitary District and the City of Prescott.

ITEM SUMMARY

The proposed Amendment #2 to the Intergovernmental Agreement between the Iron Springs Sanitary District and the City of Prescott is intended to document the Agreement between the City and the District for the District's transfer of its assets (cash and infrastructure) to the City and the City's corresponding commitment to continue to receive the District's effluent and maintain the system on an ongoing basis. In conjunction therewith, the Agreement contemplates an upcoming special election in March calling for the dissolution of the Sanitary District.

Assuming that the dissolution is approved by the District voters, the City will retain the assets transferred, and be responsible for ongoing maintenance of the infrastructure. In the unlikely event that the District dissolution is not approved, the IGA contemplates that the City will continue to manage the system on behalf of the District (however, there is a provision that permits termination of the Agreement in that event).

BACKGROUND

IRON SPRINGS SANITARY DISTRICT CHRONOLOGY

- July 1972: The District was formed.
- November 1993: The District entered into an Intergovernmental Agreement with the City of Prescott for sewage treatment services (#93-116).
- September 2002: The District approached the City of Prescott to request possible dissolution and integration into the City of Prescott system, 1st council meeting.
- August 2003: Repair requirements letter sent to the ISSD.
- August 2004: City of Prescott conducted walkthrough of ISSD indicating various repair needs to the gravity system.
- 2006: The District's IGA with the City of Prescott (#93-116) was amended.

- April 10, 2007: Resolution No. 3811 Adopted, provided for the City to obtain engineering proposal on behalf of ISSD for evaluation of system.
- August 19, 2008: Repair list generated from City of Prescott system comments.
- May 2010: Council Resolution
- October 10, 2010: Granite Basin Engineering Preliminary Sewer Location Report of ISSD, additional easement acquisitions identified. (ISSD thereafter obtained missing easements).
- January 5, 2018: ISSD Right of Entry Agreements Memorandum followed by multiple miscellaneous Right of Entry and Access Easements. Multiple easements obtained by ISSD.
- April 17, 2020: Memo re: ISSD Dissolution Plan and Process.

All of the City's checklist items requiring corrections and repair (over 125) have been completed by the District to the Public Works Department's satisfaction.

FINANCIAL IMPACT

The City will continue to provide sewer service to the residents of the District and will acquire the assets of the District (equipment, infrastructure and cash) upon approval of the Resolution and entering into the IGA Amendment.

<p>Recommended Action: MOVE to adopt Resolution No. 2021-1767.</p>

ATTACHMENTS

1. [Bill of Sale -- EXHIBIT B- ISSD List of Assets.pdf](#)
2. [Conveyance of Sewer System \(Bill of Sale\).docx](#)
3. [Ex 1-B City of Prescott IGA 11.23.93 \(Conformed copy\).pdf](#)
4. [Ex. 2-A ISSD Map.pdf](#)
5. [Ex. 2-D- List of Financial Accts.pdf](#)
6. [IGA Amendment COP and ISSD.docx](#)
7. [Quitclaim Assignment of Easements.docx](#)
8. [Resolution - ISSD IGA Amendment 2.docx](#)

IRON SPRINGS SANITATION DISTRICT
ASSETS
07/01/2020

MAIN LIFT STATION (HEREFORD PUMP STATION):

1. Rebuilt (5) HP Meyer Duplexing Pump/Keller Electric.	\$1,753.77
2. Rebuilt (5)HP Meyer Duplexing Pump/Keller Electric.	\$1,974.54
3. Spare/Rebuilt (5)HP Meyer Duplexing Pump/Patton Electric.	\$. 870.00
4. 1991 Cummins Diesel Generator/Estimated FMV	\$2,000.00

WILDWOOD LIFT STATION/PUMP STATION

1. 1HP Goulds Duplexing Pump/Kellert Electric	\$1,523.38
2. 1HP Goulds Duplexing Pump/Keller Electric	\$1,348.08
3. 1HP Liberty Grinder Pump/569 Hughes Supply	\$ 1005.08
4. 1HP Liberty Grinder Pump/Estimated	\$. 900.00

TOTAL ASSETS \$11,374.85

NOTE: 8/28/20 Generator Overhaul of \$2,477.67 will be capitalized in Sept .
Paid 9/2/2020

The City hereby accepts such right, title and interest in and to the above-described property.

TO HAVE AND TO HOLD the above-described personal property and improvements, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the City, its successors and assigns, forever.

The Owner also binds and obligates itself, its successors and assigns, to execute and deliver at the request of the City any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the City of the above-described improvements and personal property.

This conveyance is made pursuant to the described Amended IGA, and the Owner hereby agrees that the consideration specified above satisfies in full the obligations of the City under such Amended IGA and hereby releases the City from any further responsibility to make payment or provide other consideration to the Owner except as above provided.

The Owner, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

1. The Owner has the full legal right and authority to make the sale, transfer, and assignment herein provided.
2. The Owner is not a party to any written or oral contract which adversely affects this conveyance.
3. The Owner is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this conveyance.
4. The Owner is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this conveyance.
5. The person executing this conveyance on behalf of the Owner has full authority to do so, and no further official action need be taken by the Owner to validate this conveyance.
6. The facilities conveyed hereunder are all located within property owned by the Owner or the City or within public easements held by the Owner, or dedicated or to be dedicated or otherwise, to the best knowledge of the Owner's Board of Directors, without any duty to further investigate.

IN WITNESS WHEREOF, the Board of Directors of the Iron Springs Sanitary District, a political subdivision of the State of Arizona, has taken appropriate formal action to cause this conveyance to be executed and delivered by its Chairman:

Iron Springs Sanitary District, a political subdivision of the State of Arizona

By: Val Ripley
Its: Board Chair

Date

ATTEST:

By: George Jaeger
Its: Clerk

Date

APPROVED AS TO FORM:

William R Whittington, Esq.
Attorney for Iron Springs Sanitary District

Date

STATE OF ARIZONA)
)
COUNTY OF YAVAPAI)

This instrument was acknowledged before me this ____ day of _____, 20__,
by Val Ripley, the Chairman of the Iron Springs Sanitary District, a political subdivision of the
State of Arizona, on behalf of said District.

Notary Public

#93-110

AGREEMENT

CITY OF PRESCOTT AND IRON SPRINGS SANITARY DISTRICT
FOR SEWAGE TREATMENT SERVICE

THIS AGREEMENT, entered into this 23rd day of NOVEMBER, 1993, between the City of Prescott ("City"), a municipality, as supplier of sewage treatment services, and the Iron Springs Sanitary District ("District"), a municipal district, as user of sewage treatment services of Prescott.

WHEREAS, the Iron Springs Sanitary District, a special taxing district and a political subdivision of the State of Arizona, and the City of Prescott have previously entered into an agreement for sewer collection services by the City of Prescott, and

WHEREAS, the City of Prescott's approved 208 Wastewater Management Plan designates the remaining portions of the Iron Springs Sanitary District to be served by the City as part of the City's wastewater drainage area, and

WHEREAS, Iron Springs Sanitary District cannot, with its own system, continue to provide current service or meet normal growth needs in the District and the economic viability of the geographical area contained within the District is within the best interests of the citizens of Prescott, and

WHEREAS, under the existing and new agreements, the Iron Springs Sanitary District shall remain intact to meet debt and legal operation while the City provides sewer service.

WHEREAS, it is the intent of the District and the City that by this agreement all District sewer users, current or future, shall be served by the City's sewer collection and disposal system.

NOW THEREFORE, it is hereby agreed between the parties for good and valid consideration as follows:

1. CONFIRMATION OF PREVIOUS AGREEMENT

The parties hereby agree, confirm and incorporate into this agreement that certain agreement between the parties dated October 25, 1990, as modified herein, said agreement, providing for certain sewer service for the District by the City.

2. CITY OF PRESCOTT'S BENEFITS, OBLIGATIONS AND DUTIES

The City agrees under the terms of this agreement and fulfillment by the District of their obligations to:

RESOLUTION NO. 2644

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AN AGREEMENT WITH THE IRON SPRINGS SANITARY DISTRICT REGARDING SEWAGE TREATMENT SERVICES.

WHEREAS, the Iron Springs Sanitary District, a special taxing district and a political subdivision of the State of Arizona, and the City of Prescott have previously entered into an agreement for sewer collection services by the City of Prescott, and

WHEREAS, the City of Prescott's approved 208 Wastewater Management Plan designates the remaining portions of the Iron Springs Sanitary District to be served by the City as part of the City's wastewater drainage area, and

WHEREAS, Iron Springs Sanitary District cannot, with its own system, continue to provide current service or meet normal growth needs in the District and the economic viability of the geographical area contained within the District is within the best interests of the citizens of Prescott, and

WHEREAS, under the existing and new agreements, the Iron Springs Sanitary District shall remain intact to meet debt and legal operation while the City provides sewer service.

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

THAT, the Mayor and Council of the City of Prescott approve entering into the new agreement between the City of Prescott and the Iron Springs Sanitary District, attached as Exhibit A; and
(Contract 93-116)

THAT, the Mayor and staff are authorized to execute the necessary agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona on the 23rd day of NOVEMBER, 1993.



DALTON RUTKOWSKI
Mayor, City of Prescott

ATTEST:



MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:



JOHN R. MOFFITT
City Attorney

A. To accept all sewage of the District within the District at the City's Willow Creek interceptor line for treatment and disposal by the City at the City's wastewater treatment plant or any other facility the City may thereafter construct. This means the City will accept:

(1) The District's current Wildwood residents sewage (old Plant "A" area). Map designating same is attached and incorporated as Exhibit A.

(2) All sewage generated by District users in the District's Plant "B" (Pine Lakes Unit) service area. This includes Pine Lakes, Prescott Racquet Club, Kingswood and any future development within the Plant "B" service area. Map designating same is attached and incorporated as Exhibit A.

(3) All future requested connections in both the Plant "A" and Plant "B" area (undeveloped District land within above areas).

B. To allow the District to effect a hookup of the District sewer collection systems to the City's existing manhole at the end of the Willow Creek interceptor line or at some other point mutually acceptable to the parties.

C. To accept, transport and treat District sewage from District residents for a monthly "user" fee in an amount equal to the monthly user fee charged to all other sewer system users in the same classification, as may be determined from time to time by the Prescott City Council.

D. The City is entitled to and shall receive the sum of \$231,657.00 (TWO HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED FIFTY-SEVEN and NO/100 DOLLARS) from the District for all current and existing sewer users in the District, who will be served by the City under this agreement. This sum shall be paid by the District as set forth in detail herein. The City shall also be entitled to and shall receive, from the District, a sewer connection buy-in fee at existing or hereafter adopted rates for all new sewer connections within the District which are served by the City under this agreement as set forth further below herein. The \$231,657.00 is calculated based on the stipulated figures of Exhibit B attached and incorporated herein.

E. Agree with the District and require that any future developments or extensions within the District fully and completely comply with City sewer ordinances and regulations re: construction and design. The District shall submit the same to the City for prior review and approval.

F. The City agrees, upon referral by the District of applicants requesting District sewer connection, to accept, process and approve connections provided they comply with City Code

requirements. The charge for the appropriate City buy-in fee shall be made to the City directly by the District rather than applicant. The City shall not accept or process any application for connection unless the application presents a valid receipt issued by the District for full payment of the District hookup fee. The City shall also handle all inspections related to said hookup either directly or by designation of District staff.

3. DISTRICT'S OBLIGATIONS AND DUTIES

The District agrees, under the terms of this agreement, to:

A. (1) To pay to the City the \$231,657.00 due under paragraph 2D above. Said payment may be made in the District's option, either (a) in full prior to connection by the District to the City's system as set forth under this agreement, or (b) payment to the City over ten years at TEN PERCENT (10%) simple interest, in equal payments of principal and interest due thirty (30) days prior to connection by the District.

(2) The District shall pay to the City, in addition to the \$231,657.00 set forth above, for each new individual sewer connection to the District's system after the execution date of this agreement a sum equal to the City's current or hereinafter amended rate for sewer connections. The District shall collect from each person desiring connection the applicable District fee and forward to the City, the appropriate portion as required by this agreement.

B. To discontinue the use of the existing Plant "B" treatment facility upon completion of the physical connection to the Willow creek outfall line. The shut down of this plant will be done in accordance with EPA and DEQ requirements.

C. To construct the physical connection of the District's sewer collection system serviced by the Plant "B" treatment facility to the City's Willow Creek interceptor line, said construction to be completed in accordance with City specifications and the final construction thereof to be approved by the appropriate City officials. The City of Prescott shall approve and the District pay for contract engineering services and contract management services to accomplish this connection if necessary.

D. Upon connection by the District under this agreement, the District will allow only persons or entities to hook up to its existing sewer collections system who have made proper application, and received necessary permits from the City. The District shall specifically refer all requesting parties to the City for processing. The District shall first collect the District hookup fee and shall upon request from the City, pay that portion thereof to the City which represents the City's new buy-in fee and other applicable fees pursuant to City Code.

E. The District hereby agrees that any effluent produced or generated as a result of this agreement shall belong to and become the property of the City.

G. To indemnify, save and hold harmless the City of Prescott, or any of its departments, agencies, officers, or employees from all cost, damage and liability incurred by any damage, cost and liability to any person or property whatsoever, which is caused by an activity, condition, or event arising out of the negligent performance or nonperformance of any provision of this Agreement by District, its agents, or independent contractors. The District accepts all costs incurred by the City or any of its departments, agencies, employees, or officers, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees arising out of aforementioned negligence on the part of the District. When any above cost, damage, or liability occurs as aforesaid, District assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or liability. The District additionally agrees to indemnify, save, and hold harmless the City or any of its departments, agencies, employees or officers as to any environmental or other regulatory fines or penalties imposed against the District or the City by any State or Federal agency, including the Environmental Protection Agency (EPA) and the Arizona Department of Environmental Quality (DEQ) for violations arising from the operation of Plant "B" and/or the connection for the Wildwood system to the Willow Creek outfall line, until the sewer collection system within the District becomes owned and operated by the City.

4. MUTUAL AGREEMENT AND OBLIGATIONS

The parties mutually agree as follows:

A. This agreement is preconditioned upon and contingent upon the District securing approval by District electors at a Bond Election to be held March 8, 1994, of the new connection agreed in this agreement and the Bonding Authority to undertake such connection. In the event that the agreement and/or the bond funding is not approved this agreement shall automatically terminate in all respects except all new individual connections after the date of this agreement in that the Plant A service area shall be undertaken pursuant to the terms of this agreement.

B. That staff of both parties will expeditiously cooperate in all respects to effectuate construction and connection of facilities as set forth in this agreement. The City will have no obligations except as otherwise specifically set forth herein. However, City staff will support and assist District efforts for all necessary EPA and ADEQ or other required governmental agency approval required to effectuate the purposes of this agreement.

C. It is understood and agreed between the City and the District that the individual District sewer users shall be charged

and pay directly to the City the monthly sewer charge from and after connections to the City's system, as provided from time to time by the Prescott City Council.

D. It is expressly understood by and between the parties that ownership, control and liability for the District's existing and future sewer collection system shall remain the sole responsibility of the District, and that the City shall incur no obligations or liabilities as a result of the operation of the District's existing sewer collection system other than as specifically set forth herein.

E. Pursuant to A.R.S. §38-511, the City may cancel this contract, without penalty or further obligations, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of 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.

F. Pursuant to A.R.S. §38-511, the District may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the District 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 with respect to the subject matter of the contract. The District 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 District from any other party to the contract, arising as a result of this contract.

G. Pursuant to A.R.S. §11-952(G), this agreement shall become effective immediately upon its recordation with the Yavapai County Recorder.

DATED this 23rd day of NOVEMBER, 1993.

IRON SPRINGS SANITARY DISTRICT, a municipal district

By Richard Crew
Chairman

CITY OF PRESCOTT, a municipal corporation

By Dayton Rutkowski
MAYOR

ATTEST:

Bette Wier
Clerk/Secretary

ATTEST:

Marie L. Watson
MARIE L. WATSON
City Clerk

Pursuant to A.R.S. §11-952, the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

John R. Moffitt
JOHN R. MOFFITT
Prescott City Attorney

Pursuant to A.R.S. §11-952, the foregoing agreement has been reviewed by the undersigned attorney for the Iron Springs Sanitary District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Iron Springs Sanitary District.

Chester R. Lockwood, Jr.
CHESTER R. LOCKWOOD, JR.
Legal Counsel for
Iron Springs Sanitary District

APPROVED

BY THE COUNCIL

City Clerk: MW

Date: 11/23/93

Res. No. 2644

#93-116

EXHIBIT B

ISSD/CITY OF PRESCOTT

Pre-Existing Connection Fee

1. Wildwood - Covered by previous agreement
2. Kingswood - I and II

Kingswood has the following lots connected to the District's system.

Units I and II - 52 lots connected and 17 paid for but not connected

69 lots at 19 average fixtures
 $19 \times 37 = 703 \times 69 = 48,507.00$

Kingswood has the following lots paid for but not connected. When actual connection is made the parties agree the 19 fixture average will be applied to these previously connected or prepaid lots only.

The lists of currently connected lots and the prepaid lots in Kingswood are attached to this exhibit.

Due City for Kingswood for Prior Connections = \$48,507.00

3. Pine Lakes

The entire Pine Lakes system has one connection to the District. Its monthly bill is calculated on the total number of connections there are as follows:

1. Clubhouse - connected = 1
2. Modular/Cottage - occupied/connected = 304
3. Modular/Cottage - unoccupied/connected = 12

The 12 unoccupied are charged a monthly fee by the District because the connection exists.

Clubhouse

The spa and pool are not connected to the sewer system. They are connected to the lake. Number of connections are as follows:

Clubhouse has two restrooms - 3 toilets (9), one urinal (3), one kitchen sink (2), one craft room sink (2) and four washing machines (8) for a total of 24 fixtures

Clubhouse total - $24 \times 37 = \$888.00$

Pine Lakes Homes

All 316 spaces have been charged District connection fee

A. Unoccupied (but connected) 12

6 cabin sites - average 12 fixtures
6 x 12 x 37 = \$2664.00

5 double wide - average 16 fixtures
5 x 16 x 37 = \$2960.00

1 single wide - average 12 fixtures
1 x 12 x 37 = \$ 444.00

Total Unoccupied = \$6068.00

B. Occupied

1 cottage - average 12 fixtures
1 x 12 x 37 = \$ 444.00

6 triple wide - average 20 fixtures
6 x 20 x 37 = \$ 4440.00

236 double wide - average 16 fixtures
236 x 16 x 37 = \$139,712.00

55 full single wide - average 12 fixtures
55 x 12 x 37 = \$ 24,420.00

6 singles 10' x 20' - average 8 fixtures
6 x 8 x 37 = \$ 1776.00

Pine Lakes Homes total \$170,792

Pine Lakes Clubhouse total \$ 888

4. Prescott Racquet Club

We estimate 146 fixtures based on list the Racquet Club gave
for a total of \$ 5,402

Men's Room Ladies Room Aerobics Room Hall

2 sinks (8) 2 sinks (4) 1 fountain (1) 2 fountains (2)
4 showers (16) 3 showers (12)
2 urinals (10) 3 toilets (15)
3 toilets (15)

<u>Nursery</u>	<u>Office</u>	<u>Laundry Room</u>	<u>Cafe</u>
1 toilet (5)	1 toilet (5)	1 sink (4)	4 sinks (16)
1 sink (4)		1 washer (4)	1 dbl faucet (4)

Outdoors

4 fountains (4)	1 indoor jacuzzi (4)
1 shower (4)	
1 toilet (5)	
1 sink (4)	

$$146 \times 37 = 5402$$

The Totals For Advance Payment Due the City Under Paragraph 2D are:

Kingswood I and II

Connected or paid for connection	\$ 48,507.00
-------------------------------------	--------------

Pine Lakes

Clubhouse	\$ 888.00
Pine Lakes Occupied	\$170,792.00
Pine Lakes Unoccupied	\$ 6,068.00

Prescott Racquet Club

Club	\$ 5,402.00
Total Prior Connections Due	<u>\$231,657.00</u>

PINE LAKES

October 19, 1993

TO WHOM IT MAY CONCERN:

There are 316 spaces in Pine Lakes. 304 spaces are occupied.

Of the 12 unoccupied spaces, 6 are cabin sites, 5 are double-wide and 1 is a single wide space.

The breakdown for the 304 occupied spaces is:

6 Triple Wides
236 Double Wides
6 Singles with a 10' x 20' Tag
55 Single wides
1 Cabin

Ann-Hall, Manager

3707 West Pine Lakes Drive, Prescott, AZ 86301

(602) 445-895

IRON SPRINGS SANITARY DISTRICT
P.O. BOX 2183
PRESCOTT, ARIZONA 86302
October 23, 1993

Lots in Kingswood which are connected to the sewer system
of the Iron Springs Sanitary District:

Lot No. 104	Allred, Jerry
No. 226	Blackmore, Nancy
No. 209	Boyd, Dean
No. 134	Brown, Robert
No. 208	Butler, L. M.
No. 311	Craig, Douglas
No. 107	Dyess, Dr. Nelson (Renter, Crosthwait)
No. 106	Custer, Roger E.
No. 220	Daniels, Don
No. 143	Dollard, Sara
No. 103	Dreyer, James
No. 318	Dyess, Dr. Nelson
No. 128	Fellows, Ms. A. Margene
No. 212	Geissler, Walter
No. 301	Gustafson, Margaret
No. 131	Harrison, James R.
No. 302	Horwath, Charles
No. 223	Howell, Richard R.
No. 322	Huber, Robert
No. 111	Jalowsky, Dr. Harold
No. 217	Kleindienst, Richard G.
No. 207	Koopot, Ravi
No. 101	Kotfila, Ronald
No. 127	Lutz, James R.
No. 218	MacDonald, Norman
No. 132	Macpherson, Dr. Wm.
No. 202	Maximoff, Mitchell
No. 219	Meyer, Eugene E.
No. 140	Nasses, Marvin
No. M-K-2	Oldani, Gregory (Was Kingswood Lot 214)
No. 114	O'Leary, Timothy J.
No. 319	O'Steen, Van
No. 102	Palmer, Jack
No. B	Prescott Racquet Club
No. 137	Preston, Charles
No. 305	Pullaro, Jim (Renter) Owner, Oldani
*304 Homes	Pine Lakes Mobile Home Park
No. 206	Reno, Bonnie
No. 310	Ritzinger, H. N.
No. 306	Rockow, Ralph
No. 105	Schearer, John E.

* Not part of Kingswood
(Continued)

IRON SPRINGS SANITARY DISTRICT
P.O. BOX 2183
PRESCOTT, ARIZONA 86302

Page 2

October 23, 1993

Lots in Kingswood which are connected to the sewer system of
the Iron Springs Sanitary District.

Lot No. 312	Shofner, S. L.
No. 309	Smith, Lynn
No. 118	Summer, Samuel
No. 129	Swanson, William
No. M-K-1	Turner, James O. (Was Kingswood Lot 213)
No. 313	Vaughn, Dr. John
No. 224	Walker, Herbert C.
No. 136	Waples, Frank L.
No. M-K-3	West, Stephen (Was Kingswood Lot 215)
No. 142	Wildwood Realty & Investments, Inc. under lease from Clayton L. Traeger)
No. 317	Young, Norman
No. 308	Dowling, James (Home under Construction)

IRON SPRINGS SANITARY DISTRICT
P.O. BOX 2183
PRESCOTT, ARIZONA 86302

October 20, 1993

Following is a list of lots in Kingswood on which connection fees have been paid but which have not been connected to the sewer system of the Iron Springs Sanitary District:

In Unit I

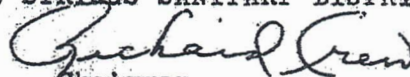
Lot 303	Charles Horvath
314	Ada Harris and Sam Lewin
324	Richard Ross
205	W. P. Mathews
210	Orville Grow
211	Peter Eggers
225	Architique Homes

In Unit II

Lot 108	Wildwood Realty & Investments, Inc.
110	"
113	Wm. A. Rodger
115	Timothy O'Leary
119	Wildwood Realty & Investments, Inc.
120/121	"
122	"
125	Fred J. Mossman
138	Wildwood Realty & Investments, Inc.
139	Robert A. Jackson
141	Wildwood Realty & Investments, Inc.

IRON SPRINGS SANITARY DISTRICT

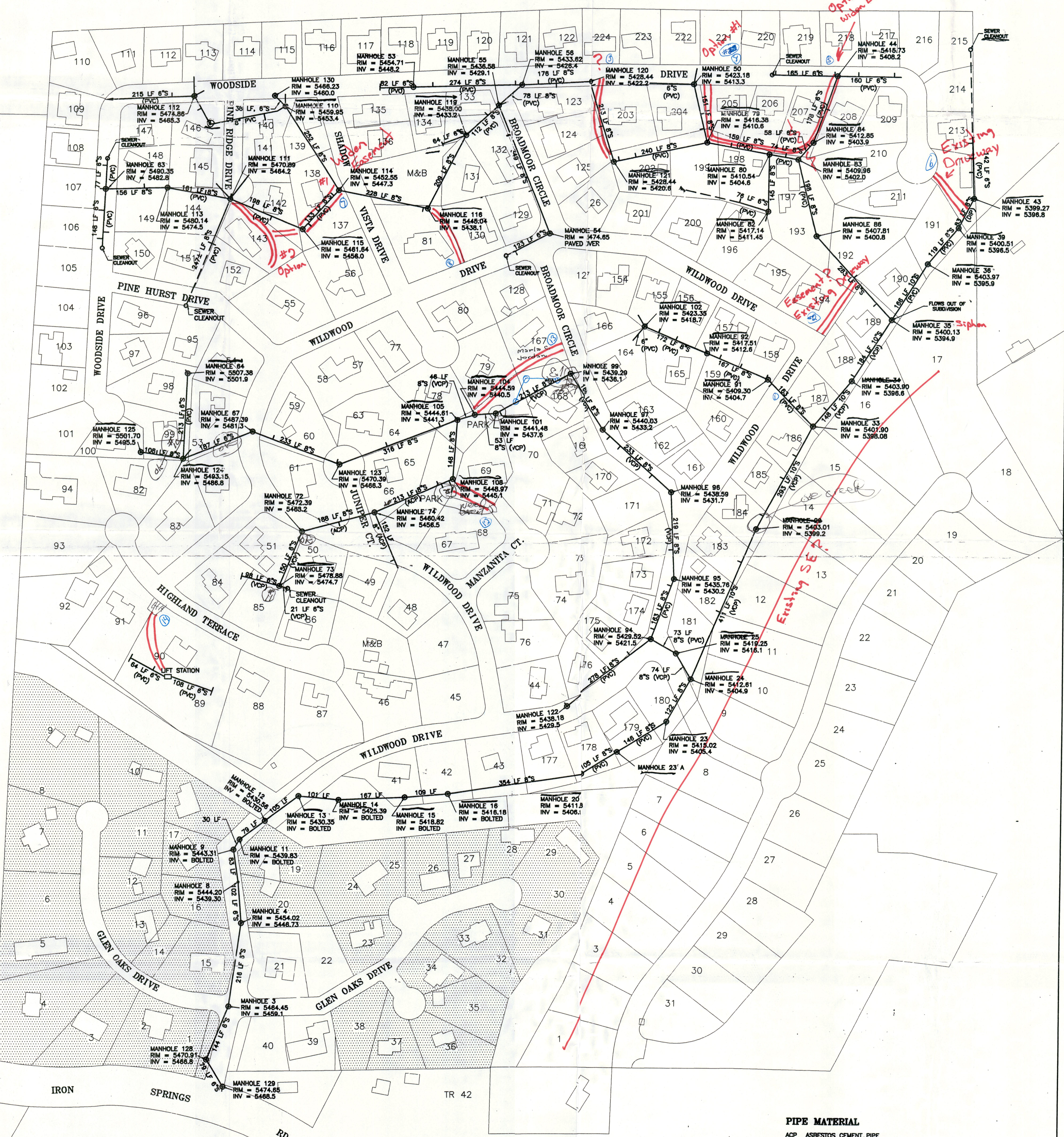
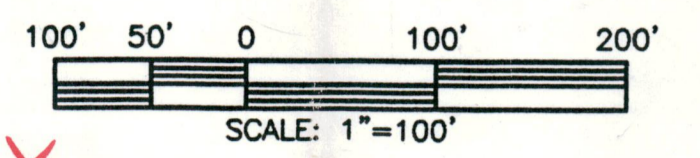
By


Chairman

IRON SPRINGS SANITATION DISTRICT

WILDWOOD SUBDIVISION MASTER SEWER MAP

A PORTION OF THE NW 1/4 SECTION 19, T14N, R2W, AND
A PORTION OF THE NE 1/4 SECTION 24, T14N, R3W,
YAVAPAI COUNTY, ARIZONA



PROJECT BENCH MARK:
AERIAL MAPPING COMPANY CHISELED "X" IN SOUTHEAST SIDE, UPSTREAM HEADWALL OF WILLOW CREEK CROSSING ON IRON SPRINGS ROAD APPROXIMATELY 2200 FEET NORTH AND APPROXIMATELY 40 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 24, T14N, R2W, YAVAPAI COUNTY FLOOD CONTROL RM98 ELEV. = 5436.71.

- NOTES:**
1. THIS MAP DOES NOT REPRESENT A LAND BOUNDARY SURVEY.
 2. EASEMENTS OF RECORD ARE NOT SHOWN HEREON.
 3. LOT LINES, LOT NUMBERS, BUILDING LOCATIONS, AND RIGHT-OF-WAYS SHOWN HEREON WERE OBTAINED FROM YAVAPAI COUNTY G.I.S. DEPARTMENT.
 4. SEWER INFORMATION SHOWN ON THIS MAP REPRESENTS AN AS-BUILT SURVEY BY KELLEY/WISE ENGINEERING, INC. THE PLOTTED LOCATIONS SHOWN REPRESENT A BEST FIT ALIGNMENT IN TO THE G.I.S. MAPPING SYSTEM.
 5. THE SEWER MAIN SIZES AS SHOWN WHERE VERIFIED BY VIDEO PHOTOGRAPHY.

PIPE MATERIAL

- ACP ASBESTOS CEMENT PIPE
- DIP DUCTILE IRON PIPE
- PVC POLYVINYL CHLORIDE PIPE
- VCP VITRIFIED CLAY PIPE

▨ LOTS WITH SEPTIC TANKS SYSTEMS

	IRON SPRINGS SANITATION DISTRICT		DRAWN	EJR, JMM	REVISED
	WILDWOOD SUBDIVISION MASTER SEWER MAP		DESIGN	---	---
	KELLEY / WISE ENGINEERING, INC.		CHECK	G.R.K.	---
	146 GROVE AVENUE PRESCOTT, ARIZONA 86301 (520) 771-1730 FAX 776-2220		DATE	03/03/98	---
		JOB	96007	---	04/15/98 VIDEO
		SHEET NO.	1 OF 1	---	UPDATE

Balance Sheet
As of July 31, 2020

Assets

Current Assets

Cash in County - GENL-530	\$ 175,402.74
Accounts Receivable - Mr Rooter	469.42
Prepaid Expenses	<u>3,960.00</u>

Total Current Assets 179,832.16

Property and Equipment

Equipment	11,374.85
Accumulated Depreciation	<u>(11,374.85)</u>

Net Property and Equipment 0.00

Total Assets \$ 179,832.16

Liabilities and Stockholders' Equity

Current Liabilities

Accounts Payable - City Prescott Impact Fees	<u>\$ 2,055.41</u>
--	--------------------

Total Current Liabilities 2,055.41

Long-Term Liabilities

Total Long-Term Liabilities 0.00

Total Liabilities 2,055.41

Stockholders' Equity

Retained Earnings	<u>177,776.75</u>
-------------------	-------------------

Total Stockholders' Equity 177,776.75

Total Liabilities and Stockholders' Equity \$ 179,832.16

AMENDMENT #2 TO INTERGOVERNMENTAL AGREEMENT
FOR SEWAGE TREATMENT SERVICE

Between
Iron Springs Sanitary District
And
City of Prescott

Original Agreement dated October 25, 1990, as amended November 23, 1993.

This Amendment to Intergovernmental Agreement for Sewage Treatment Service (“Agreement”) is entered into this ____ day of _____, 2021, by and between the City of Prescott (“City”), an Arizona municipality, as supplier of sewage treatment services, and the Iron Springs Sanitary District (“District”), a political subdivision of the State of Arizona, as user of sewage treatment services provided by City.

Recitals

WHEREAS, the Iron Springs Sanitary District and the City of Prescott previously entered into that certain Agreement for Sewage Treatment Service dated October 25, 1990, as amended November 23, 1993, and City has provided sewage treatment services for District since that time; and

WHEREAS, the City of Prescott’s approved 208 Wastewater Management Plan designates the remaining portions of the Iron Springs Sanitary District to be served by the City as part of the City’s wastewater drainage area, and

WHEREAS, the District is scheduled to hold a special mail ballot election on March 9, 2021, upon the question of dissolution of the District; and

WHEREAS, if a majority of the votes cast favors dissolution, pursuant to A.R.S. § 48-2028, the statutory default allocates, as of the date of dissolution, the District’s property that is located within Prescott city limits to the City, and property located outside of Prescott city limits to Yavapai County; and

WHEREAS, it is the intent of the District and City that by this Agreement all District sewer users, current or future, shall be served by the City on and after the Effective Date, regardless of whether the District is dissolved as a result of the March 9, 2021, special election.

Agreement

NOW, THEREFORE, the Agreement between the City of Prescott and the Iron Springs Sanitary District for Sewage Treatment Service dated October 25, 1990, as amended November 23, 1993, attached hereto as Exhibits “1-A” and “1-B”, is hereby amended as follows:

1. **Effective Date.** This Amendment shall become effective on February 1, 2021 (the “Effective Date”). All provisions contained herein become effective on the Effective Date.
2. **Term.** The term of this Amendment shall be perpetual, unless terminated pursuant to the termination provision contained herein (the “Term”).
3. **Transfer of Assets to City.** The District hereby conveys, transfers, assigns, and delivers to City all of District’s assets, including without limitation its sanitary sewage collection, treatment and effluent disposal system and facilities (the “Sewer System”) (Exhibit “2-A”) and its real property interests (Exhibit “2-B”), its personalty associated with the Sewer System (Exhibit “2-C”), and its financial accounts and accounts receivable (Exhibit “2-D”) (collectively, the “Assets”).
4. **Sewer System Operation and Maintenance.** The City shall operate and maintain the Sewer System pursuant to Arizona Revised Statutes, title 9, chapter 5.
5. **Provision of Sewer Service.** The City shall provide sewer service within the District’s boundaries including the construction, installation, and maintenance of existing and new sewer and related facilities.
6. **Applications for Sewer Connection.** Upon application of a District resident requesting District sewer connection, the City agrees to accept, process, and approve connections provided said resident complies with City Code requirements. Any charge for the appropriate City buy-in fee shall be made to the City directly by the applicant. The City shall also handle all inspections related to said.
7. **User Fees.** The City shall accept, transport, and treat District sewage from District residents and, in furtherance thereof, may impose a monthly “user” fee in an amount equal to the monthly user fee charged to all other sewer system users in the same classification, as may be determined from time to time by the City.
8. **Prohibition on Annexation.** During the term of this Agreement, the District shall not annex any property into the District pursuant to A.R.S. § 48-262 or § 48-2002 without the prior written approval of the City Council.
9. **Irrevocability upon Dissolution.** This Agreement shall automatically and immediately become irrevocable if the District is dissolved as a result of the special mail ballot election

being conducted on March 9, 2021, upon the question of dissolution pursuant to A.R.S. § 48-2028.

10. **Survival; Enforcement.** The terms of this Agreement shall survive dissolution of the District, including, but not limited to the City's duty to provide sewer service to property owners within the present jurisdictional boundaries of the District. If and after the District is dissolved, an aggrieved property, including any District resident, may enforce this Agreement with respect to their property only.
11. **Termination.** In the event the District is not terminated as a result of the special mail ballot election being conducted on March 9, 2021, upon the question of dissolution pursuant to A.R.S. § 48-2028, then either party may terminate this Agreement upon 6 (six) months' written notice of termination. Pursuant to A.R.S. § 11-952(B)(4), if this Agreement is terminated pursuant to this paragraph, City shall convey back to the District the District's Sewer System and Assets, as more particularly described in Exhibit 2 attached hereto.
12. **Amendment.** This Agreement may only be modified or amended by a writing signed by all parties to this Agreement, and no waiver of any agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom it is asserted.
13. **Effect of this Amendment.** In the event of any inconsistency or conflict between the provisions of the Agreement for Sewage Treatment Service dated October 25, 1990, as amended November 23, 1993, and this Agreement, the provisions of this Agreement will prevail and govern.
14. **Governing Law.** This Amendment and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Arizona, without giving effect to principles of conflicts of law.
15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
16. **Entire Agreement.** The Agreement for Sewage Treatment Service dated October 25, 1990, as amended November 23, 1993, and as amended hereby by this Agreement, constitute the full and entire understanding and agreement between the parties regarding the subject matter hereof and thereof and supersede and cancel all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter.
17. **A.R.S. § 38-511.** Either party may cancel this contract pursuant to the provisions of A.R.S. § 38-511, without penalty or further obligations, if any person significantly involved in

initiating, negotiation, securing, drafting, or creating the contract on behalf of either party is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter of the contract.

18. **Non-Appropriation.** This agreement shall be subject to available funding for either party, and nothing in this agreement shall bind either party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives:

IRON SPRINGS SANITARY
DISTRICT, a political subdivision of
the State of Arizona

CITY OF PRESCOTT,
an Arizona municipality

By: Val Ripley
Its: Board Chair
Date: _____

By: Greg Mengarelli
Its: Mayor
Date: _____

Attest:

Attest:

By: George Jaeger
Its: Clerk

By: Sarah Siep
Its: City Clerk

Pursuant to A.R.S. §11-952, the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

Jon Paladini
Prescott City Attorney

Pursuant to A.R.S. §11-952, the foregoing agreement has been reviewed by the undersigned attorney for the Iron Springs Sanitary District, who has determined that the agreement is in property form and is within the powers and authority granted under the laws of the State of Arizona to the Iron Springs Sanitary District.

William R. Whittington
Legal Counsel for
Iron Springs Sanitary District

RECORDING REQUESTED BY

And when recorded, return to:

William R. Whittington, Esq.
Stephen W. Polk, Esq.
Boyle, Pecharich, Cline,
Whittington & Stallings, P.L.L.C.
125 North Granite Street
Prescott, Arizona 86301

Exempt from Affidavit pursuant to A.R.S. § 11-1134(A)(2)

**QUITCLAIM ASSIGNMENT OF
RIGHTS OF ACCESS AND EASEMENTS**

For valuable considerations, receipt of which is hereby acknowledged,

IRON SPRINGS SANITARY DISTRICT, a political subdivision of the State of Arizona (“Assignor”),

Hereby quitclaims, assigns, transfers, and conveys to the CITY OF PRESCOTT, a municipality of the State of Arizona, all of Assignor’s rights, title, and interests and obligations under those certain real property rights of access and easements located in Yavapai County, Arizona, more fully described as follows:

See **Exhibit A**, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Board of Directors of the Iron Springs Sanitary District, a political subdivision of the State of Arizona, has taken appropriate formal action to cause this conveyance to be executed and delivered by its Chairman:

SIGNED: Iron Springs Sanitary District, a political subdivision of the State of Arizona

By: Val Ripley
Its: Board Chair

Date

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing Quitclaim Assignment of Rights of Access and Easements was acknowledged before me this _____ day of _____, 2021, by Val Ripley, as Board Chair of the Iron Springs Sanitary District, a political subdivision of the State of Arizona.

Notary Public

RESOLUTION NO. 2021-1767

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AMENDMENT NUMBER 2 TO THE INTERGOVERNMENTAL AGREEMENT FOR SEWAGE TREATMENT SERVICE BETWEEN THE IRON SPRINGS SANITARY DISTRICT AND THE CITY OF PRESCOTT FOR THE DISTRICT'S TRANSFER OF ITS ASSETS (CASH AND INFRASTRUCTURE) TO THE CITY AND FOR THE CITY'S CORRESPONDING COMMITMENT TO CONTINUE TO RECEIVE THE DISTRICT'S EFFLUENT AND MAINTAIN THE SYSTEM ON AN ONGOING BASIS, AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, the Iron Springs Sanitary District (the "District") and the City of Prescott (the "City") previously entered into that certain Agreement for Sewage Treatment Service dated October 25, 1990, as amended November 23, 1993, and the City has provided sewage treatment services for District since that time; and

WHEREAS, the City's approved 208 Wastewater Management Plan designates the remaining portions of the District to be served by the City as part of the City's wastewater drainage area, and

WHEREAS, the District is scheduled to hold a special mail ballot election on March 9, 2021, upon the question of dissolution of the District; and

WHEREAS, if a majority of the votes cast favors dissolution, pursuant to A.R.S. § 48-2028, the statutory default allocates, as of the date of dissolution, the District's property that is located within Prescott city limits to the City, and property located outside of Prescott city limits to Yavapai County; and

WHEREAS, it is the intent of the District and the City that by this Amendment all District sewer users, current or future, shall be served by the City on and after the effective date, regardless of whether the District is dissolved as a result of the March 9, 2021, special election.

WHEREAS, the City and the District are each authorized to provide sewer service pursuant to A.R.S. §9-240(B)(6) and A.R.S. §§ 48-909A(5) respectively; and

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

WHEREAS, it is in the best interest of the City of Prescott to enter into this Amendment for the provision of sewer services to properties in the District.

ENACTMENTS:

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

Section I. THAT the City of Prescott hereby approves entering into Amendment No. 2 to the Intergovernmental Agreement for Sewage Treatment Service between the Iron Springs Sanitary District and the City of Prescott.

Section II. THAT the Mayor and Staff are hereby authorized to execute the Amendment and staff to take any and all steps necessary to accomplish the above

Section III. The recitals above are fully incorporated in this Resolution by reference.

PASSED AND ADOPTED by the Council of the City of Prescott Arizona, this ____ day of January, 2021.

GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP, City Clerk

JON M. PALADINI, City Attorney



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 2021-1743 Amending City Code, Title XVII General Engineering Standards, Chapter 4, Section 4.7.2 Water Main Pipes and Materials; Amending Quad City Standard Detail 100Q and Deleting COP Standard Detail 200P-2 to Prohibit the Use of Polyvinyl Chloride (PVC) Pipe for New Water Main Installations.

ITEM SUMMARY

This item is to amend City Code Title XVII, General Engineering Standards, Chapter 4, Section 4.7.2 Water Main Pipes and Materials, amending Quad City Standard Detail 100Q and deleting COP Standard Detail 200P-2 to prohibit the use of polyvinyl chloride (PVC) pipe for new water main installations.

BACKGROUND

Historically, the City has allowed the installation of PVC pipe for private development water main extensions. In 2016, the City adopted the General Engineering Standards (GES), which allows the use of polyvinyl chloride C-900 - DR-14, (PVC) pipe as an “Alternate Material” upon approval of an alteration and modification (ALT/MOD) by the City Engineer and with the requirement of full-time inspection by City Inspectors.

Presently, City staff has a sizable amount of installed PVC water main to monitor, operate and maintain. These installations have provided City staff with a first-hand look at the functionality of PVC water main in our municipal application. The City has permitted the installation of PVC pipe for private development since 1985. Notable PVC failures have occurred as early as 1995 through 2020 resulting in the replacement of approximately 14,700 LF of PVC pipe at a cost to the water rate payers of over four million dollars. PVC pipe failures are largely attributed to point loading (rock impacts), overbelling, joint deflection, longitudinal bending, cyclical fatigue and splitting at tap locations.

At the Study Session with Council on December 15, 2020, City Staff highlighted current and historic failures that have been experienced with PVC water main; the additional cost associated with PVC pipe failures; different ways in which PVC mains have failed; safety concerns that are associated with the installation of PVC and the immediate benefits of installing Ductile Iron Pipe (DIP).

In consideration of requiring DIP, staff obtained real-time market pricing from a material supplier on October 27, 2020 and evaluated recent construction bids to show that the installation of DIP water main is not cost prohibitive to development.

When a water main fails, impacts to the City are greater than the cost to replace the pipe. Those impacts include damages to the water mains, street pavement and neighboring private property; operations staff time for field support, administration staff time for project development and review, legal department staff time and water losses. Because of prematurely failing PVC pipes, PVC has changed the focus of the City's water replacement program from "age and condition" to primarily "condition", which has created a financial burden to the City's Water Fund over the years.

The benefits of using DIP include; higher pressure rating, 9 times higher tensile strength at yield, a longer life cycle, 8 times higher crushing strength, eliminates overbelling concerns, eliminates tap spacing concerns, has a greater impact strength, a greater ID flow characteristic, a greater deflection at the pipe joints and improves employee safety.

In summary, City Staff is recommending to remove PVC pipe installation as an "Alternate Material" from the GES through the proposed ordinance with the goal of providing a direct long-term benefit for operations, maintenance and value to the rate and fee payers of the City of Prescott. Additionally seven larger communities within Maricopa County do not allow the use of PVC pipe material as well as AZ Water Company, which represents an additional 18 smaller Arizona communities.

FINANCIAL IMPACT

There will continue to be increased water system replacement costs associated with prematurely failing PVC for an estimated 10 to 30 years. Adoption of this ordinance will not impose an increase to any City project. Installing infrastructure with a longer Life Cycle will ultimately reduce future rate and fee increases.

Recommended Action: MOVE to adopt Ordinance No. 2021-1743.

ATTACHMENTS

1. [Ordinance No. 2021-1743.rtf](#)

ORDINANCE NO. 2021-1743

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE XVII, GENERAL ENGINEERING STANDARDS, ARTICLE 4 - WATER, SECTION 4.7.2 WATER MAIN PIPES AND MATERIALS; AMENDING QUAD CITY STANDARD DETAIL 100Q; DELETING COP CITY STANDARD DETAIL 200P-2; AND, ADDING SEVERANCE AND PENALTY PROVISIONS.

WHEREAS, the City of Prescott wishes to update Title XVII, Article 4 (GENERAL ENGINEERING STANDARDS, “WATER MAIN PIPES AND MATERIALS”), by amending Section 4.7.2; and,

WHEREAS, the City wishes to amend Quad City Standard Detail 100Q and delete COP Standard Detail 200P-2; and,

WHEREAS, amending Title XVII, Article 4 (GENERAL ENGINEERING STANDARDS, “WATER MAIN PIPES AND MATERIALS”), Section 4.7.2; amending Quad City Standard Detail 100Q and deleting COP Standard Detail 200P-2 is in the best interest of the health, safety and welfare of the City of Prescott.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Prescott, Arizona, as follows:

Section 1. THAT Title XVII, Article 4 (GENERAL ENGINEERING STANDARDS - WATER), Section 4.7.2 is hereby amended as follows:

4.7.2 WATER MAIN PIPES AND MATERIALS

B. Pipe Materials

1. Preferred Material: Class 350 (CL350) Ductile Iron Pipe (DIP) cement mortar lined and seal coated is preferred for all water main installations.

2. The use of Polyvinyl Chloride (PVC) pipe shall not be allowed. ~~The following material will be considered on an individual project basis, with approval of the City Engineer.~~

~~—Alternate Material: The use of Polyvinyl Chloride (PVC) pipe when installed in accordance with COP Standard Detail 200P-2.—~~

Section 2. THAT Quad City Standard Detail 100Q is hereby amended to delete any reference to COP Standard Detail 200P-2.

Section 3. THAT COP Standard Detail 200P-2 is hereby deleted in its entirety.

Section 4. PENALTIES.

THAT violation of any provision of this Chapter shall be a criminal violation, subject to the provisions of Prescott City Code, 17-1-2(A) and the general penalty provisions found in Section 1-3-1 of the Prescott City Code.

THAT violation of any provision of this Chapter shall be a civil violation, subject to the provisions of Prescott City Code, 17-1-2(B) and the general penalty provisions found in Sections 1-3-1 and 1-3-2 of the Prescott City Code.

Section 5. SEVERANCE CLAUSE. THAT the provisions of this Ordinance and the Code and Code Amendments it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance, or any Code and Code Amendments that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code and Code Amendments it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code and Code Amendments it incorporates shall stand, notwithstanding the invalidity of any part thereof.

PASSED AND ADOPTED by the City of Prescott, Arizona, this ____ day of _____ 2021.

GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP, City Clerk

JON M. PALADINI, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)

County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2021 – 1743 is a true, correct and accurate copy of Ordinance No. 2021-1743, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the ____ day of _____ 2021, at which a quorum was present and, by a ____ vote, ____ voted in favor of said ordinance.

Given under my hand and sealed the ____ day of _____, 2021.

Seal

City Clerk



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 01-26-21

DEPARTMENT: City Manager

AGENDA ITEM: Approval of City Contract No. 2021-105 with Kimley-Horn for Engineering and Design Services for the Granite Creek Corridor in the Amount of \$179,178.00. Funding is Available in Both the General Fund and from Public Works.

ITEM SUMMARY

This is a contract for engineering and design services to implement the Granite Creek Corridor Master Plan. These services will include riparian improvements, stormwater, trail improvements, access points, lighting, and more. Kimley-Horn was selected after a competitive request for qualifications process and was an integral part of the master planning process. Their team also consists of Natural Channel Design, who helped lead the master planning efforts. Kimley-Horn and team will be able to seamlessly continue their professional work on bringing this project into reality. The requested amount is directly from the master plan and is a reduction from the initial estimates.

BACKGROUND

In January 2019, the City began the master planning process for the Granite Creek Corridor improvements. With the completed master plan, engineering and design is the next step in the process as staff simultaneously seeks grant funding from the Land & Water Conservation Fund. All of these elements are timed to bring grant funding combined with completed designs/engineering so that construction can begin in the summer of 2021. It is expected that the project will be completed in the summer of 2022.

FINANCIAL IMPACT

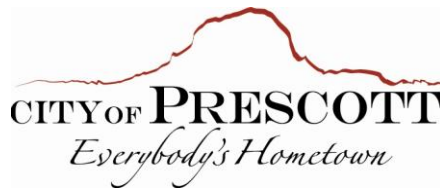
The overall cost is \$179,178.00.

\$96,646.00 will come from the General Fund. \$82,532.00 will come from Public Works. Funding is available in each.

Recommended Action: MOVE to approve City Contract No. 2021-105.

ATTACHMENTS

[1.KH PSA Scope and Fees.pdf](#)



Professional Services Agreement

Kimley-Horn Contract No. 2021-105

WHEREAS, the City of Prescott (hereinafter referred to as “City”) is in need of certain services; and

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and,

WHEREAS, Kimley-Horn (hereinafter referred to as “Professional”), has expertise in engineering and design services.

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

1. That Professional shall provide the services to the City in relation to engineering and design services for the implementation of the Granite Creek Corridor Master Plan as indicated in Exhibit "A" (Request for Statements of Qualifications and Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the City of Prescott City Manager.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be February 1, 2021 to December 31, 2022.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit “A” thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

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

Michael Lamar, City Manager
City of Prescott
201 S. Cortez Street
Prescott, AZ 86301

Andrew Baird, PE
201 N. Montezuma, Ste. 206
Prescott, AZ 86301

10. It is expressly agreed and understood by and between the parties that the Professional is an independent Contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of \$179,178 dollars and no cents (\$.00) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".
(B) The foregoing sum includes payment for any and all services to be rendered Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other Professionals or sub-contractors retained by the Professional.
(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge and City shall pay Professional in accordance with Exhibit "A".

Professional Services Agreement

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

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

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

20. Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent, reckless or intentional wrongful conduct or acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the City Manager. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.
- (B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.
- (C) In giving instructions, the City Manager shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the City Manager and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.
- (D) Payment for any change ordered by the City Manager which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.
- (E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the City Manager, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional fee proposal.
- (F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the City Manager written notice thereof within forty-eight (48) hours after the

Professional Services Agreement

receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefor upon receipt of an accepted Contract Amendment or other written order of the City Manager and in the absence of such Contract Amendment or other written order of the City Manager, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the City Manager to proceed with the work. All Contract Amendments must be approved by the City Manager. If a Contract Amendment is for an amount over \$25,000.00, on initial contracts that were previously approved by the City Council, then that Amendment must be approved by the City Council. If this particular Professional Services Agreement was executed administratively (without City Council approval as allowed by the City’s Procurement Code), because the initial price of the Agreement was under \$25,000, then any amendments to the Agreement which will bring the price above \$25,000 must be approved by the Prescott City Council.

23. (A) The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form (if applicable)

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

General Aggregate	\$ 2,000,000
Products – Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000

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 Professional.”

2) Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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Professional Services Agreement

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

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

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

(E) Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

(F) Acceptability of Insurers: 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 Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(G) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

24. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional 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, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Contractor Immigration Warranty

Professional understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its sub-contractors (“Sub-contractors”) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that

relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professional or Sub-contractors employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of sub-contractors to ensure compliance with Professional’s Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Professional enters into with any and all of its sub-contractors who provide services under this Contract or any sub-contract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

26. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Professional.
28. Israel: To the extent applicable, vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.
29. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
30. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

Professional Services Agreement

Dated this _____ day of _____, 2021.

City of Prescott, a municipal corporation

PROFESSIONAL

Greg L. Mengarelli, Mayor

Kimley-Horn

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Jon M. Paladini, City Attorney

Exhibit "A"

January 18, 2021

Mr. Tyler Goodman
Assistant to the City Manager
City of Prescott
201 S. Cortez Street
Prescott, AZ 86303

RE: Scope of Services – Implementation of the Granite Creek Corridor Master Plan (2021-105)

Dear Mr. Goodman,

Kimley-Horn and Associates (Kimley Horn) is pleased to submit this scope to the City of Prescott (City) to provide professional consulting services for the Implementation of the Granite Creek Corridor Master Plan.

PROJECT UNDERSTANDING

This project is the next phase of the overall Master Plan for the Granite Creek Corridor through Downtown Prescott. Implementation will include overall trail and corridor improvements coupled with improved stream function and stormwater management along Granite Creek from Aubrey Street to West Granite Creek.

The project team will directly coordinate with two other ongoing City Projects:

- Letter of Map Revision Flood Study (City Contract 2021-40)
- Granite Creek Corridor Area Plan (City Contract 2020-076)

The following is in process by City and/or shall be made available for use by the design team.

- 2020 City Topographic Mapping
- Right of Way and Easement Documentation through the corridor
- Record Drawings
- Utility Mapping

SCOPE OF SERVICES

The Scope of Services is broken down into six (6) tasks: Project Management, Preliminary Design, Final Construction Documents and Subconsultant services Riparian/Stormwater Improvements (NCD), Supplemental Survey (KWE), and Geotechnical (ETC).

Kimley Horn will provide the services specifically set forth below:

TASK 1: PROJECT MANAGEMENT, COORDINATION AND PERMITTING

Kimley Horn will provide Project Management and Coordination through the duration of the project. This includes the following:

- Project Meetings. The following meetings are anticipated:
 - Project Kick Off Meeting
 - Preliminary Review Meeting
 - Utility Coordination Meetings (2)
 - Stakeholder Meetings (4)
 - Comment Resolution Meetings (2)
- Attend and conduct two public meetings. These will be scheduled (tentatively) to correspond with the completion of the 30% and 90% plans. This may include a Walk/Talk type site walk at the 30% meeting. The 90% is assumed to take place in an Open House type forum.
- Utility Research and Coordination. This includes notification and coordination with Private Utility Companies at the project site. Utility Clearance Letters will be obtained prior to the 100% sealed plan submittal.
- Permitting shall include the necessary coordination, modeling, design and documentation to obtain both the FEMA No Rise Permit and the Section 404 Permit
 - NCD will lead the efforts of the 404 permit which is included in the Scope of Work in the Appendix. This effort will include evaluation, application and necessary specifications for construction.
 - The FEMA permit is assumed to be submitted as a No-Rise using the current effective model. A Conditional Letter of Map Revision (CLOMR) is not included in this scope of work as it is assumed the CLOMR/LOMR process will be through a separate ongoing City Project (2021-40)
 - Design and Modeling as part of both the 404 and FEMA No Rise Permit are also included in Tasks 3.1 and 3.2.
- Regular coordination with the project team.

TASK 2: PRELIMINARY PLANS

Kimley Horn will provide preliminary documents for review and concurrence by the City review team prior to moving into the Final Construction Document stage (Task 3). This work includes 30% Preliminary Plans and Estimates.

The preliminary plans will include the tree removal plan generated from the Master Plan should it be determined that tree clearing will be an early construction item.

The Preliminary 30% Design will consist of the following sheets:

- Cover Sheet (1)
- General Notes (1)
- Greenway Stacked Plan Sheets (8)
- Riparian/Stormwater Details (4)

Cost evaluation will also be provided at this stage including alternative evaluations for items such as ramp types, trail material and possible early construction items.

TASK 3- FINAL CONSTRUCTION DOCUMENTS

Kimley Horn will use the Maricopa Association of Governments (MAG) standard specifications and the City supplement to MAG specifications. Kimley-Horn will prepare special provisions for work that would be required outside of the City and MAG standard specifications. Design Plans shall be in accordance with the City General Engineering Standards (Dated 7/16) and Civil Design Plans Survey Checklist.

Kimley Horn will produce Construction Documents that will include the followings sheets (by discipline):

3.1 – Civil Design

Kimley-Horn will provide improvement plans for the trail and greenway along with access plans to and from street level at the intersections of Aubrey, Goodwin, Gurley and Willis.

Kimley-Horn will use the construction centerline based on the concept plans provided by NCD during the Master Plan efforts.

Street Level Access Sheets will include details to improve ADA Access at Aubrey, Goodwin, Gurley and Willis.

Willis Intersection Sheets will include modifications to the crossing either at the Willis/Granite intersection or an improved trail crossing on the west side of the Creek. This will require direct coordination with Granite Creek Corridor Area Plan (City Contract 2020-076). Signal design is not included in the scope of work.

Revegetation Plans based on the recommendations from the Master Plan will be included on the Civil Plans denoted area that require a certain density and tree type which will compliment the proposed Riparian improvements.

Kimley-Horn will prepare civil plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Cover Sheet (1)
- Legend & Notes Sheet (1)
- Typical Section Sheet (1)
- Miscellaneous Detail Sheet (3)
- Geometric Control Sheet (1)
- Greenway Staked Plan Sheets (8)
- Retaining Wall Sheets (2)
- Willis Intersection Sheets (2)
- Street Level Access sheets (4)

Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities.

3.2 - Drainage Design

Kimley-Horn will prepare riparian / stormwater plans based on details provided by NCD at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Riparian/Stormwater Improvement Sheets (4)
- Storm Drain Connection Detail Sheets (2)

Kimley-Horn and NCD will provide the necessary detailing / modeling to submit and receive permit for the FEMA No-Rise and Section 404.

3.3 – Landscape and Amenities

Kimley-Horn will provide Landscape and Amenity Plans for the two designating amenity areas (Historic Bridge and West Granite Creek Park). The design will include:

- Plant material
- Site furnishings
- Irrigation equipment

Kimley-Horn will prepare landscape, irrigation and lighting plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Planting and Site Furnishing Sheets at Amenity Areas (4)
- Planting/Furnishing Notes and Details Sheets (4)
- Irrigation Plans at Amenity Areas (2)
- Irrigation Notes, Schedules, and Detail Sheets (2)
- Lighting Plans (4)
- Lighting Details (2)
- Wayfinding Signs and Details (Creek Level Only, Street level by separate contract)

3.4 Project Estimate and Specifications

Kimley-Horn will provide Special Provisions and Opinion of Probable Cost at each milestone submittal.

Kimley-Horn will prepare 60% and 90% documents that consist of the following both as a PDF and hard copy:

- 22"x34" Full Size Bond Plan Set (3 copies)
- Engineer's Opinion of Probable Cost (3 copies)
- Special Provisions (3 copies)
- Bid Schedule (3 copies)

Upon plan approval by the city, Kimley-Horn will provide the following 'bid-ready' documents:

- 22"x34" Full Size Bond Plan Set
- Sealed Engineer's Opinion of Probable Cost
- Sealed Special Provisions with Geotechnical Report as an Appendix (3 copies)
- Bid Schedule
- Electronic Versions (Autocad, PDF, Word and Excel)

SUBCONSULTANTS

TASK 4 – RIPARIAN, STORMWATER AND PERMITTING (NCD)

See Scope of Work from NCD included in **Appendix A**.

TASK 5- SUPPLEMENTAL TOPOGRAPHIC SURVEY (KWE)

Topographic Survey

Kimley-Horn will rely upon the ongoing 2020 topographic data currently in process with the City of Prescott and Contract 2021-40. Supplemental topographic survey will be provided at locations of street level access improvements (Aubrey, Goodwin, Gurley and Willis). The survey subconsultant will prepare topographic survey for the project location. The subconsultant shall perform a full topographic survey for engineering design of all existing natural and manmade features including, but not limited to:

- Curb and gutter
- Catch basins
- Scuppers/spillway elevations
- Riprap extents
- Top/toe of detention basin banks
- Existing outlet structure

- Fences
- Trees >4" dia., incl. dia. and drip line
- Mailboxes
- Public and private irrigation
- Plants and shrubs
- Ground elevations
- Topography grade breaks
- Centerline, grade breaks, and edges of driveways
- Utilities, including:
 - Blue-stake markings
 - Water system facilities
 - Meters, valves, blow-offs, air release valves, etc.
 - Top of water valve nuts
 - Sewer system facilities
 - Manholes, cleanouts, backwater valves, air release valves, lifts stations, etc.
 - Drainage system facilities
 - Manholes, catch basins, culverts, ditches, swales, channels, drains, etc.
 - Rim elevations of manholes
 - Inverts for:
 - Catch basins
 - Manholes
 - Pipes
 - Utility poles, overhead lines, and guy wires
 - Traffic signal poles
 - Utility boxes
 - Communication boxes, risers, and facilities

Contours shall be generated and shown at 1-foot intervals.

Right of Way Survey

Due to the unknown extend of right of way mapping available or needed, Right of Way Mapping is not included in this Scope of Work.

TASK 6 – GEOTECHNICAL INVESTIGATION AND REPORTING (ETC)

The Kimley-Horn subconsultant will provide Geotechnical Investigations and Reporting at key locations within the project limits. This includes ADA ramp connections, retaining wall locations and the Willis Street Bridge. Due to the accessibility within the corridor, several subsurface evaluation locations will be completed using Seismic Refraction.

TASK 7 - ALLOWANCES

An Owners Allowance is included for any tasks not yet identified in the current Scope of Work.

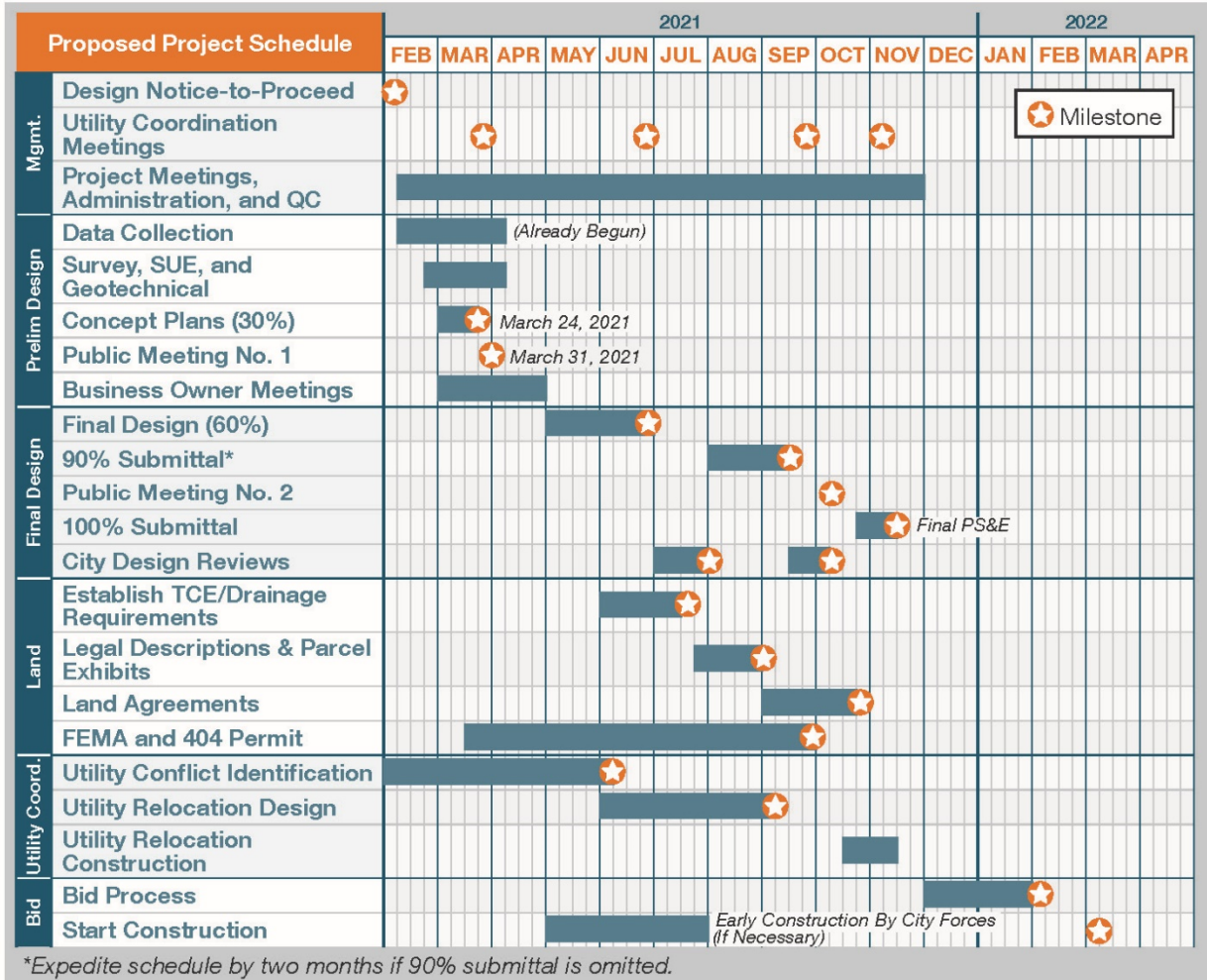
Exclusions

The following items/services are not included in this scope of work and fee proposal. If these items/services are determined to be required, a separate agreement by contract amendment or new contract shall be coordinated between the City of Prescott and Kimley-Horn.

- Post Design Services
- CLOMR/LOMR
- Drainage Modeling Outside of the No Rise Permit (Assumed by City Contract 2021-40)
- Streetlight design
- Photometrics
- Engineered Retaining Wall Design
- Offsite Drainage
- Street Level Wayfinding (Assumed by City Contract 2020-076)
- Traffic Signal Design
- Cultural Resources
- Archeological
- Tree Removal Plans (based on Master Plan and Site Walk)
- Right of Way Surveying

ANTICIPATED SCHEDULE

The draft schedule is included on the following page and is subject to change pending discussions at the project kick off meeting.



FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 thru 6 for the total lump sum labor fee below. Individual task amounts are for information only. All permitting, application and similar project fees will be paid direction by the City.

Task 1 Project Management and Coordination	\$18,220.00
Task 2 Preliminary Plans	\$8,760.00
Task 3 Final Construction Documents	\$82,050.00
Task 4 Riparian and Stormwater (NCD)	\$44,147.77
Task 5 Supplemental Topographic Survey (KWE)	\$5,000.00
Task 6 Geotechnical Investigation and Reporting (ETC)	\$10,000.00
Total Lump Sum Labor Fee	\$168,178
Direct Costs	\$1,000
Total Lump Sum Labor Fee	\$169,178
Allowances	
Owners Allowance	\$10,000.00
Total Including Allowances	\$179,178

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Andrew Baird, PE
Project Manager

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest \$1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Senior Project Manager	-	\$ 220.00	\$ -
Project Manager	92	\$ 190.00	\$ 17,480
Sr. Project Engr	74	\$ 185.00	\$ 13,690
Project Engr	244	\$ 150.00	\$ 36,600
Engr/Designer	242	\$ 120.00	\$ 29,040
Technician/Drafter	112	\$ 100.00	\$ 11,200
Administrative	12	\$ 85.00	\$ 1,020
	776 Hours		

Subtotal Kimley-Horn Design Base Fee \$ 109,030

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
NCD (Riparian/Permitting)	\$ 44,148	
KWE (Surveying)	\$ 5,000	
ETC (Geotechnical)	\$ 10,000	
	Subtotal Estimated Outside Services	\$ 59,148

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	\$ 1,000	
	Subtotal Estimated Expenses	\$ 1,000

ALLOWANCES

Owners Allowance	\$ 10,000	
	Subtotal Allowances	\$ 10,000

TOTAL PROJECT COST

\$ 179,178

Consultant Firm Signature

1/18/21

Date

City of Prescott
Implementation of the Granite Creek Corridor Master Plan

Fee Proposal

		PM	Sr. Engr.	PE/Prof	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	SUBTOTAL	\$ 190.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 100.00	\$ 85.00	
1. Project Management, Coordination and Permitting	\$ 18,220.00	36	8	40	24	-	12	120
Project Kick off Meeting	\$ 680.00	2		2				4
Preliminary Review Meeting	\$ 680.00	2		2				4
Utility Coordination Meetings (2 Meetings)	\$ 1,360.00	4		4				8
Stakeholder Meetings (4 Meetings)	\$ 1,840.00	4		4	4			12
Comment Resolution Meetings (2 Mtgs)	\$ 1,360.00	4		4				8
Public Meetings (2 Meetings)	\$ 3,400.00	4		8	12			24
Utility Conflict Review, Coordination & Clearance Letters	\$ 1,080.00			4	4			8
Field Verification of Existing Utilities	\$ 1,420.00			4	4		4	12
Permitting Support	\$ 3,400.00	8		8			8	24
QA/QC	\$ 3,000.00	8	8					16
2. Preliminary Design (30%)	\$ 8,760.00	12	-	24	24	-	-	60
30% Preliminary Plans	\$ 6,800.00	8		16	24			48
Cost Estimating	\$ 1,960.00	4		8				12
3. Final Construction Documents	\$ 82,050.00	44	66	180	194	112	-	596
3.1 Civil Design	\$ 40,930.00	36	18	92	68	88	-	302
Cover Sheet	\$ 900.00			2		6		8
Legend & Notes Sheet	\$ 900.00			2		6		8
Typical Sections Sheet	\$ 1,460.00	2		4	4			10
Miscellaneous Details Sheets (Private Property Tie-In, Etc)	\$ 3,340.00	2		8	8	8		26
Geometric Control Sheet	\$ 1,770.00		2	4		8		14
Greenway Stacked Plan Sheets (8 Sheets)	\$ 16,080.00	20		36	24	40		120
Retaining Wall Sheets (2 Sheets)	\$ 3,640.00		8		8	12		28
Willis Intersection Sheets (2 Sheets)	\$ 5,220.00	4	4	12	16			36
Street Level Access Sheets (4 Sheets)	\$ 5,680.00	8		16	8	8		40
3D Model & Earthwork	\$ 1,940.00		4	8				12
3.2 Drainage Design	\$ 6,640.00	4	-	20	24	-	-	48
Riparian / Stormwater Detail Sheets (4 Sheets)	\$ 3,020.00	2		8	12			22
Storm Drain Connection Sheets (2 sheets)	\$ 3,620.00	2		12	12			26
3.3 Landscape and Amenity Plans	\$ 27,800.00	-	40	48	90	24	-	202
Planting & Site Furnishing Plans (Amenity Areas) (4 Sheets)	\$ 7,480.00		8	16	30			54
Planting & Site Furnishing Notes & Details (4 Sheets)	\$ 2,710.00		2	6	12			20
Landscape Irrigation Plans (2 Sheets)	\$ 4,900.00		8	10	16			34
Landscape Irrigation Notes & Details (2 Sheets)	\$ 1,930.00		2	4	8			14
Lighting Plans (4 Sheets)	\$ 5,615.00		9	9	10	14		42
Lighting Details (2 Sheets)	\$ 2,725.00		3	3	6	10		22
Wayfinding Signs and Details (Creek Level Only)	\$ 2,440.00		8		8			16
3.4 Project Estimate and Specifications	\$ 6,680.00	4	8	20	12	-	-	44
Quantities/Estimate	\$ 3,380.00		4	8	12			24
Specifications	\$ 3,300.00	4	4	12				20
SUBTOTAL DIRECT LABOR	\$ 109,030.00	92	74	244	242	112	12	776

City of Prescott
Implementation of the Granite Creek Corridor Master Plan

Fee Proposal

		PM	Sr. Engr.	PE/Prof	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	SUBTOTAL	\$ 190.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 100.00	\$ 85.00	
SUBCONSULTANTS TASKS								
4. Riparian and Stormwater (NCD)	\$ 44,147.77							
Management	\$ 2,395.44	See Appendix for NCD Proposal						
Design	\$ 27,495.01							
Permitting	\$ 13,257.32							
Expenses	\$ 1,000.00							
5. Supplemental Topographic Survey (KWE)	\$ 5,000.00							
Supplemental Topography at Four Locations	\$ 5,000.00							
6. Geotechnical Investigation and Reporting (ETC)	\$ 10,000.00							
Geotechnical Investigation and Report	\$ 10,000.00							
SUBTOTAL SUBCONSULTANT TASKS		\$ 59,147.77						
7. Allowances	\$ 10,000.00							
Allowances	\$ 10,000.00							
Expenses	\$ 1,000.00							
Miscellaneous Expenses	\$ 1,000.00							
CONTRACT TOTAL		\$ 179,177.77						

Appendix A – NCD Proposal

Statement of Work

Design of Instream Improvements and Permitting for Granite Creek Corridor Project

Submitted to:

Andrew Baird P. E.
Kimley Horn, Inc.
201 N. Montezuma St., Ste 206
Prescott, AZ 86301

Submitted by:

Natural Channel Design, Inc.
2900 N. West St., Ste. #5
Flagstaff, AZ 86004
928-774-2336

Point of contact: Allen Haden, Project Manager
allen@naturalchanneldesign.com

January 2021

PURPOSE AND BACKGROUND

Kimley Horn, Inc. is providing final design services to fulfill the Granite Creek Corridor Master Plan concept. Designs will include trail, access and public safety amenities to support a greenspace and pedestrian transportation corridor along Granite Creek in downtown Prescott, AZ. In addition to these amenities there are several aspects of stream function, riparian vegetation health and stormwater management that must be integrated into the corridor improvements to stabilize the stream and provide flood and erosion protection. Natural Channel Design, Inc. will provide design, permitting and hydraulic modeling services towards the development of the final plan.

STATEMENT OF WORK

NCD will provide design services for the design of cross vane weirs and channel improvements at points highlighted in the master plan. It is expected that grade control weirs will be implemented at multiple sites throughout the corridor to protect utility crossings and prevent further incision of the stream. Additionally, NCD will provide design for channel restoration in areas where vegetation has caused the channel to aggrade and split into multiple channels. NCD will provide design services to stabilize several reaches of existing flood wall which have been undermined by channel erosion. NCD will provide design for stable, open channel conveyance of stormwater inflow which is eroding into the floodplain. It is expected that bioengineering with native riparian plants will be an important aspect of each of these designs.

It is expected that NCD will provide elevations, locations and detail drawings suitable for inclusion within Kimley Horn plan sets. Specifications, estimated quantities of materials and costs will be provided to the project engineer for review and inclusion into the construction documents.

NCD will provide field work to mark selective trees for removal from the corridor. These tree removals will be targeted at large diameter trees that are crowding the active channel creating opportunities for flood debris to accumulate.

In addition to specific design items provided to Kimley Horn, NCD will provide review of project improvements to help insure that impacts to the channel and floodplain are minimized. Specific design parameters to be reviewed include: trail routing and elevations, trail surfaces, access ramps and routing under existing bridges as well as stormwater piping under bridges to stabilize the trail and floodplain. Other aspects for design review and cooperation can be included at the project managers request.

NCD will provide a biological evaluation and CWA 404 permit application to address all aspects of the project with impacts to jurisdictional waters under the federal Clean Water Act. Additionally, NCD will provide modeling of project designs compared to the corrected, current effective flood model to ensure that designs do not cause a potential for increased flood elevations and provide a 'no-rise' analysis memo to the flood control district for permitting.

Achievement of these objectives will require a stepped process. NCD expects that Kimley Horn will be providing 60%, 90% and 100% design submittals with a need for review and implementation of comments at each step. Additionally it is expected that on-site public outreach services may be needed to explain design and construction impacts to stakeholders and the general public.

Specific tasks are outlined below as well as in the accompanying itemized budget.

Task 1: Public Outreach and City of Prescott coordination- to include two trips to Prescott for in person presentation as well as multiple video and phone conferences.

Task 2: Engineering Plan Development – development of specific designs and details for inclusion with Kimley Horn design documents- Specific areas of design and design coordination are:

- Field work for tree removal marking
- Dimensions and specifications for up to eight (8) cross vane weirs
- Cross section and slope grading for split channel area
- Develop design for wall foundation repairs
- Review and advise for design of access ramp(s) and trail
- Prepare bioengineering design and specifications
- Prepare design and specifications for stormwater channels (2 areas)
- Review and comments for 60%, 90% and 100% design submittals
- Provide costs and quantities for instream improvements
- Coordinate with Kimley Horn and other stakeholders to improve the overall design and documentation

Task 3: Permit and modelling- provide biological evaluation and 404 permit application.

Provide no-rise modelling and memorandum. This may include multiple model runs to test different design proposals.

Assumptions

This proposal is based on several key assumptions as listed below.

Accurate topographic survey and key additional survey needs will be provided by Kimley Horn, Inc.

Detail drawings, elevations, locations, quantities estimates and costs will be reviewed and incorporated into Kimley Horn design documents.

Kimley Horn will provide project management and overall project oversight

No Rise modelling assumes that electronic version of corrected effective model for Granite Creek is available in a timely manner to meet project schedule. No Rise certification

assumes submission to local flood control district only. No submission to FEMA is covered in this proposal. Archaeological survey and report for CWA submittal is by others and is not a part of this proposal. All permitting and review fees to be paid by client.

BUDGET PROPOSAL

Fee proposal:

Task 1:	\$2,395.44
Task 2:	\$27,495.01
Task 3:	\$13,257.32
Direct Expenses	\$1,000.00
TOTAL	\$44,147.77

See attached proposed detailed budget for breakdown of fees. Additional work that may be indicated by the discovery of unanticipated conditions in the field or revisions instigated by others will be performed, only upon your authorization, in accordance with our standard fee schedule as shown below.

FY19 NCD Standard Fee Schedule:

Senior Licensed Civil Engineer	\$127.58/hour
Licensed Civil Engineer	\$110.94/ hour
Aquatic Ecologist	\$99.81/hour
Engineer-In-Training	\$94.31/hour
Weed Specialist	\$94.31/hour
Engineering Technician	\$83.19/hour
GIS specialist	\$72.11/hour
RTK GPS equipment	\$26.90/hour/rover unit
Per Diem:	\$61.00/person/day
Mileage:	\$0.56/mile
Lodging expenses will be billed as reimbursable	

Direct expenses will be billed with a 10% administration fee.

Services Not Included

NCD is not responsible for any agency and/or permitting fee or work not specifically stated in this scope.

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **01-26-21**

DEPARTMENT: **City Manager**

AGENDA ITEM: Legislative Update

ITEM SUMMARY

Update on the 2021 legislative session.

BACKGROUND

Each Council meeting, staff updates the Council on the legislative proceedings of the state and discusses potential bills of interest.

FINANCIAL IMPACT

No fiscal impact.

Recommended Action: This item is for discussion only, no formal action will be taken.