



CITY COUNCIL VOTING MEETING MEETING

VOTING MEETING AGENDA

TUESDAY, FEBRUARY 14, 2023, 3:00 PM

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

Phil Goode, Mayor

Brandon Montoya, Mayor Pro Tem

Connie Cantelme, Councilwoman

Eric Moore, Councilman

Cathey Rusing, Councilwoman

Steve Sischka, Councilman

Clark Tenney, 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, Facebook Live or on the City's website: [Live Prescott City Council Videos](#)

Public comments for Council may be submitted through the City website: [Public Comment Form](#)

1. **CALL TO ORDER**
2. **INTRODUCTIONS / ANNOUNCEMENTS**
3. **INVOCATION - Reverend Philip A. Shaw with St. Luke's Episcopal Parish**
4. **PLEDGE OF ALLEGIANCE - Councilwoman Cantelme**
5. **ROLL CALL**
6. **PRESENTATIONS**
 - A. **Recognition of Outgoing City Manager Michael Lamar.**
7. **OPEN CALL TO THE PUBLIC**

The City of Prescott welcomes public engagement and residents may comment & address Council on matters NOT included on the Agenda during the Call to the Public. Please complete a green speaker card and submit it to the City Clerk prior to the meeting being convened. Speakers are limited to four (4) minutes, and the Call to the Public will be limited to forty (40)

minutes in total.

Please Note: Pursuant to A.R.S. §38-431.01(H), members of the Council may NOT discuss items that are not specifically identified on the Agenda and, therefore, interaction will be limited to the following:

- 1) Responding to criticism*
- 2) Requests to staff to investigate & report on the matter*
- 3) Request that the matter be scheduled on a future agenda*

8. 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 8.A. through 8.K.

- A. Approval of Minutes from the January 24, 2023 Executive Session, the January 24, 2023 Study Session, the January 24, 2023 Voting Meeting, and the January 26, 2023 Workshop Meeting.
- B. Approval of Appointments of Members to the Airport Advisory Committee, the Board of Adjustment, the Building Safety Advisory & Appeals Board, the Planning & Zoning Commission, the Prescott Preservation Commission and the Tourism Advisory Committee.
- C. Adoption of Resolution No. 2023-1846 Providing Notice of the August 1, 2023 Primary Election and the November 7, 2023 General Election.
- D. Approval of City Contract 2023-150 with ESRI Incorporated for a Three-Year GIS Enterprise Licensing Agreement in an Amount not to Exceed \$42,100 Per Year Using State of Arizona Contract No. ADSPO15-097108 Pricing. Funding is Available in the IT Budget.
- E. Approval of City Contract No. 2022-168A9, an Amendment to City Contract No. 2022-168 with Dibble for On-Call Planning & Engineering Services at Prescott Regional Airport - Ernest A. Love Field to Prepare an Airport Concessions (ACDBE) Program & Update the Disadvantage Business Enterprise (DBE) Program in an Amount not to Exceed \$89,825.00. Funding is Available in the Airport Fund.
- F. Approval of City Contract No. 2005-293A3, an Amendment to City Contract No. 2005-293 with Waste Management for Solid Waste Disposal Services to Reflect Updated Annual Disposed Tonnage. Funding is Available in the Solid Waste Fund.
- G. Approval of City Contract No. 2017-064A12, an Amendment to City Contract No. 2017-064 with Fann Contracting for Solid Waste Hauling Services to Reflect Updated Annual Hauled Tonnage. Funding is Available in the Solid Waste Fund.

- H. Approval of an Amendment to the Intergovernmental Agreement (IGA) Between the City of Prescott and Yavapai County for the Prescott Area Regional Landfill, to Terminate the 1991 IGA to Procure a City of Prescott Regional Landfill Site by Mutual Agreement.
- I. Approval of City Contract No. 2023-100 a Professional Services Agreement with CivicPlus LLC for Agenda and Meeting Management Software in Total Amount of \$34,146 for Two Years. Funding is Available in the City Clerk Department Fund.
- J. Approval of Opioid Settlement Disbursements.
- K. Approval of Multiple Contracts for the City Wide Water Main Replacement Project as Follows: 1) City Contract No. 2023-143 with Kimley Horn for Design Services for Phase 1 in the Amount of \$136,430.00; and 2) City Contract No. 2023-144 with Kimley Horn for Design Services for Phase 2 in the Amount of \$191,015.00. Funding Available in the Water Fund.

9. CONSENT ORDINANCE

Recommended Action: MOVE to adopt Consent Ordinance Items 9.A. and 9.B.

- A. Adoption of Ordinance No. 2023-1822 Authorizing the Purchase and Acceptance of a Public Trail Easement from The Salvation Army in the Amount of \$16,988.00 Plus Escrow Fees. Funding is Available in the Wastewater Fund.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE AND ACCEPTANCE OF A PUBLIC TRAIL EASEMENT, FROM THE SALVATION ARMY, A CALIFORNIA CORPORATION AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE AND ACCEPTANCE

- B. Adoption of Ordinance No. 2023-1823 Authorizing the Granting of a Utility Easement to Arizona Public Service Company.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT

10. LIQUOR LICENSES

- A. Public Hearing and Consideration for a New Series 07 Beer and Wine Liquor License Application from Eric Lyon Burton, Applicant, for Betsy's. Location: 211 N Granite Street.

Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License No. 216467 for new Series 07

Beer and Wine liquor license application for Betsy's. Location: 211 N Granite Street.

11. REGULAR AGENDA

- A. Update Regarding the Mayor's Charter Review Commission.

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

- B. Legislative Update.

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

- C. Approval of City Contract No. 2022-168A11, an Amendment to City Contract No. 2022-168 with Dibble for Planning & Environmental Services - Land Acquisition Support Services (Appraisals) in the Vicinity of Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed \$107,051.00 Funding is Available in the Airport Fund.

Recommended Action: MOVE to approve City Contract No. 2022-168A11

12. 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 02-14-23

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of Minutes from the January 24, 2023 Executive Session, the January 24, 2023 Study Session, the January 24, 2023 Voting Meeting, and the January 26, 2023 Workshop Meeting.

ITEM SUMMARY

Attached for approval are the City Council minutes for the January 24, 2023 Executive Session, the January 24, 2023 Study Session, the January 24, 2023 Voting Meeting and the January 26, 2023 Workshop Meeting.

BACKGROUND

N/A

FINANCIAL IMPACT

There is no fiscal impact on this item.

Recommended Action:

ATTACHMENTS

1. [January 24, 2023 Executive Session Minutes.docx](#)
2. [January 24, 2023 Study Session Minutes.docx](#)
3. [January 24, 2023 Voting Meeting Minutes.docx](#)
4. [January 26, 2023 Workshop Meeting Minutes.docx](#)



CITY COUNCIL EXECUTIVE SESSION MEETING

EXECUTIVE SESSION MINUTES

TUESDAY, JANUARY 24, 2023, 10:00 AM

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

Phil Goode, Mayor	
Brandon Montoya, Mayor Pro Tem	Connie Cantelme, Councilwoman
Cathey Rusing, Councilmember	Steve Sischka, Councilman
Eric Moore, Councilman	Clark Tenney, Councilman

MINUTES OF THE EXECUTIVE SESSION OF THE PRESCOTT CITY COUNCIL EXECUTIVE SESSION HELD ON JANUARY 24, 2023, IN THE 201 S CORTEZ STREET PRESCOTT, AZ 86303 LOWER LEVEL CONFERENCE ROOM.

1. Call to Order

Mayor Goode called the meeting to order at 10:00 a.m.

2. Roll Call

Phil Goode	Mayor
Brandon Montoya	Mayor Pro Tem
Connie Cantelme	Councilwoman
Eric Moore	Councilman
Cathey Rusing	Councilmember
Steve Sischka	Councilman
Clark Tenney	Councilman

3. Call to Enter Executive Session

**MOTION BY MAYOR PRO TEM MONTOYA TO CONVENE EXECUTIVE SESSION;
SECONDED BY COUNCILMAN MOORE: PASSED [7 – 0].**

4. LEGAL MATTERS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 10:00 a.m. on Tuesday, January 24, 2023, in the Lower Level Conference Room for the purpose of deciding whether to go into executive session. If authorized by a majority vote of the Prescott City Council, the executive session will be held immediately after the vote and will not be open to the public. The agenda for the meeting is as follows:

A. Discuss and Consult with the City’s Attorneys for Legal Advice, to Consider the City’s Position and Instruct its Attorneys and Necessary City Employees, and

Discussions Regarding Possible Settlement Discussions Relating to an ADA Complaint Associated with City Library Parking, Pursuant to A.R.S. § 38-431.03(A)(3 and 4).

B. Discuss and Consult with the City’s Attorneys for Legal Advice, to Consider the City’s Position and Instruct its Attorneys and Necessary City Employees, Regarding Obligations and Future Discussions with Prescott Valley Concerning the Big Chino Pipeline Project Pursuant to A.R.S. § 38-431.03(A) (3 and 4).

C. Discuss and Consider Records Exempt by Law from Public Inspection, Discuss and Consult with the City’s Attorneys for Legal Advice and to Consider the City’s Position and Instruct its Attorneys and Necessary City Employees Regarding the Sale and Redevelopment of 201 S. Cortez Street (Old City Hall), Pursuant to A.R.S. § 38-431.03(A)(2,3,4 and 7).

D. Discuss and Consult with the City’s Attorneys for Legal Advice, to Consider the City’s Position and Instruct its Attorneys and Necessary City Employees, Regarding the City’s Involvement in the Upper Verde River Watershed Protection Coalition, Pursuant to A.R.S. § 38-431.03(A)(3 & 4).

5. ADJOURNMENT OF EXECUTIVE SESSION & RECONVENING OF A REGULAR PRESCOTT CITY COUNCIL MEETING FOR DISCUSSION AND POSSIBLE ACTION REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION

None.

6. Adjournment

There being no further business to discuss, Mayor Goode adjourned the meeting at 11:46 a.m.

PHILIP R. GOODE, 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 24, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

AFFIX
CITY
SEAL

Sarah M. Siep, City Clerk



CITY COUNCIL STUDY SESSION MEETING

STUDY SESSION MINUTES

TUESDAY, JANUARY 24, 2023, 1:00 PM

201 S. Cortez Street
Prescott, AZ 86303
Council Chambers

Phil Goode, Mayor

Brandon Montoya, Mayor Pro Tem

Cathey Rusing, Councilmember

Eric Moore, Councilman

Connie Cantelme, Councilwoman

Steve Sischka, Councilman

Clark Tenney, Councilman

MINUTES OF THE STUDY SESSION OF THE PRESCOTT CITY COUNCIL STUDY SESSION HELD ON JANUARY 24, 2023, IN THE 201 S. CORTEZ STREET PRESCOTT, AZ 86303 COUNCIL CHAMBERS.

1. CALL TO ORDER

Mayor Goode called the meeting to order at 1:00 p.m.

2. ROLL CALL

Phil Goode	Mayor
Brandon Montoya	Mayor Pro Tem
Connie Cantelme	Councilwoman
Eric Moore	Councilman
Cathey Rusing	Councilmember
Steve Sischka	Councilman
Clark Tenney	Councilman

3. DISCUSSION

A. Quarterly Update of the Mayor's Commission for Water Policy Review and Monitoring.

Water Resource Project Manager Leslie Graser provided a presentation to Council regarding with a quarterly update from the Mayor’s Commission for Water Policy Review & Monitoring beginning with a review from the last update in September.

September 2022 (for Jun-Sept. 2022):

- * A set of questions was developed and used to move the group through a review and monitoring process
- * The Commission also had many topics (17 items) they wanted to tackle
- * Outcome – each policy in the 2022 water management policy would be reviewed

January 2023(for Oct.- Nov.2022, and Jan.2023; no meeting was held in Dec. 2022):

- * Met in October and November 2022 and January 2023
- * Policy review matrix established; Commission members provided their input
- * This same matrix was offered to the PW Deputy Director for a six-month check-in meeting
- * Commission was asked to provide feedback comparing 2019 and 2022 policy documents and a long-term water plan
- * Commission reviewed the December 20, 2022 Council Meeting

Ms. Graser continued with a review of the Policy Matrix, which is being used to review policy by policy. The goal of this is to see which policies need to be elevated for Council to look at more closely.

Councilman Sischka commented that it sounds like this group didn't really understand what they were there for, it sounds like they thought they were going to be water czars but gained a clearer understanding of what their purpose actually is. He also asked if an appeal is granted where does the water come from.

Ms. Graser said there was and has found that is normal with most of these types of groups, overall it is a good group. Staff is currently looking at where the overbudget water would come from.

Deputy Public Works Director Gwen Rowitsch added that in some respects the city is still in the checkbook mentality. The Model is based on utility billing data from the meters, which is being continually tracked, so while the 25-acre feet (AF) is being set aside each year there may actually be less or more based upon actual usage.

Mayor Goode commented that when single family homes was calculated it was based on reasonable data but not actual usage. The goal of this commission is to look at the policy and make it as efficient and effective as possible. The monitoring is getting much more data driven which is very helpful.

Mayor Pro Tem Montoya commented that it was useful to see the matrix to breakdown feedback from Commission members, but he would like to see more feedback than just from two members.

Councilmember Rusing commented that there is a lot of valuable information in this report, and staff is off to a good start.

Councilwoman Cantelme stated that she is a huge advocate for data mining and believes that keeping track of usage for multifamily units, etc. will paint a picture for future water usage. Having this information and presenting it to the Planning & Zoning Commission and Council is helpful for decision making.

Results of Water Management Document Comparisons:

- * General Agreement that the 2022 policy is more effective than the 2019 policy

* General agreement that the 2022 Policy is compared to an example long-term plan that the Commission may recommend the city look toward a long-term plan

Councilmember Rusing commented that she found it exciting the group came up with a long-term water management plan and asked if it would just be for the city or include surrounding areas as well.

Mayor Goode added that making sure the city's policy is as effective as possible, then other things can be looked at later.

Commission Member Michael Taylor commented that the group was slow in getting started but it is getting more cohesive. He would recommend that they be provided additional time to review things.

Ms. Graser echoed Member Taylor's comments.

This item was for discussion only, no formal action was taken.

B. Presentation & Discussion Regarding Council Priorities in Use of Opioid Settlement Disbursements.

City Attorney Joseph Young provided a presentation to Council regarding the ongoing opioid litigation and disbursements which are beginning to come out. Need to discuss whether the funds go from the city to the County or other program or vice versa. Prescott got in on all of this fairly early in hopes of avoiding the Multi District Litigation (MDL). All Counties in the state signed the OneArizona Agreement, which is the structure that will be discussed today. First two distributions are in and at the county level (\$66,932 and \$101,000 for year two). The total settlement with J&J is just over \$1 million over the course of seventeen years, but for now staff is just focusing on the first two disbursements. Funds can be spent in a number of ways by the County if there is unanimous agreement. He added that Exhibit C in the packet outlines how all the funds can be spent. The County would like money to stay with them and then go directly to Partners Against Narcotics Trafficking (PANT). This would address treatment strategies, support treatment and recovery, and provide prevention strategies and other strategies. If the money comes to the city it doesn't preclude the city from giving the money to PANT but it would be up to us how that happens and where/how much is distributed.

Mayor Goode commented that he was part of a Structured Sober Living Home Committee during former Mayor Oberg's tenure in order to deal with the serious impacts of significant number of sober living homes in the area. With the authority to do so the number of sober homes went from north of 250 to less than 30, and most of these now are doing a good job of giving appropriate treatment. Because of the impact here in Prescott being so much more significant than other areas in the County he attempted to get their help in dealing with the issue but was told there wasn't one in the County and now they are retaining the vast majority of the funds (69%) rather than the local jurisdictions. He feels that considering the impact the city should be able to decide for itself how to use this funding.

Councilmember Rusing said the government has decriminalized the use of drugs and incentivized their treatment by paying for these types of treatments. She feels PANT should address the root of the problem which is the drug dealers and thinks that is where the money should go.

Councilman Moore asked about the varying dollar amounts presented throughout the packet. He feels that keeping the money in the city is best, but retaining the funds requires administrative functions that we may not have but turning that over to the County would alleviate that portion of things.

Mr. Young responded that there are multiple different settlements with pharmaceutical companies which is why there are different amounts. He hasn't assigned anyone who would be responsible for that yet but feels it would be minimal staff work. He reminded Council that this is also just for the first two disbursements and not the whole of the 17 years.

Finance Director Mark Woodfill stated that funds distribution would be part of the budget cycle and then sending a list of projects over to the County.

Mayor Goode said even if the funds come directly to the city they could still distribute a portion to PANT, but the difference is the city would have overall control of how the funds are disbursed.

Mr. Young added that civil asset forfeitures are not happening as much as they used to be.

Councilwoman Cantelme added that she was also on Mayor Oberg's Commission, the bill was permissive which was offered to surrounding jurisdictions and many chose not to. She would like to see .75% of the settlement funds go to our local police and fire departments.

Councilman Tenney asked to hear from the Police Chief regarding her opinion on this.

Police Chief Amy Bonney addressed Council and stated that there isn't a bad direction for disbursement of these funds. PANT is a regional/countywide task force, and they are extremely effective. Looking at how they will be funded into the future, this partnership and crossover is very important. Initially supporting PANT is a good option for us locally.

Mayor Goode commented that PANT is currently under water and being able to maintain their funding which can be done through Yavapai County and the City of Prescott should make the determination of where it goes.

Mr. Young commented that there will be a vote at the next Voting Meeting for Council's approval, would like a poll of Council to know the direction staff should go.

Cantelme would like to see funds stay local.

Councilman Sischka voiced his support in maintaining control of the funds but going to PANT.

Councilmember Rusing supports money going to PANT and having the city retain the discretion.

Mayor Goode clarified that Council is deciding whether or not to retain the right to determine where the funds go or allow the County to make that determination.

Councilman Moore commented that he is in favor of initially selecting the option to determine where funds go.

Councilman Tenney concurred, initially flexibility on part of the city would be beneficial.

Mayor Pro Tem Montoya stated that it comes down to whether it would create an undue burden on staff and as it has been stated it will not, he would like to retain control of that. Does want to continue to retain regional cooperation but makes sense to keep the discretion for the time being.

This item was for discussion only, no formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 2:21 p.m.

PHILIP R. GOODE, 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 Study Session of the City Council Study Session of the City of Prescott, Arizona held on January 24, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

AFFIX
CITY
SEAL

Sarah M. Siep, City Clerk



CITY COUNCIL VOTING MEETING

VOTING MEETING MINUTES

TUESDAY, JANUARY 24, 2023, 3:00 PM

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

Phil Goode, Mayor

Brandon Montoya, Mayor Pro Tem

Cathey Rusing, Councilmember

Eric Moore, Councilman

Connie Cantelme, Councilwoman

Steve Sischka, Councilman

Clark Tenney, Councilman

MINUTES OF THE VOTING MEETING OF THE PRESCOTT CITY COUNCIL VOTING MEETING HELD ON JANUARY 24, 2023, IN THE 201 S. CORTEZ STREET PRESCOTT, AZ 86303 CITY COUNCIL CHAMBERS.

1. CALL TO ORDER

Mayor Goode called the meeting to order at 3:02 p.m.

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Montoya commented that this Thursday Prescott Fire Engineer Jason Heartisan will be running blindfolded on a treadmill for 24 hours to set a new world record and raise awareness for mental health, all money raised will go to the Honor Guard.

He also recognized city snowplow crews and Brian Scott who has been provided regular updates to staff, Council and the public.

3. INVOCATION - Pastor Dan Hurlbert with Prescott United Methodist

4. PLEDGE OF ALLEGIANCE - Mayor Pro Tem Montoya

5. ROLL CALL

Phil Goode	Mayor
Brandon Montoya	Mayor Pro Tem
Connie Cantelme	Councilwoman
Eric Moore	Councilman
Cathey Rusing	Councilmember
Steve Sischka	Councilman
Clark Tenney	Councilman

6. PRESENTATIONS

A. Presentation from Vinny Gallegos with CYMPO Regarding Ongoing Projects

This item was discussed last.

Mr. Gallegos provided a presentation to Council regarding Central Yavapai Metropolitan Planning Organization's (CYMPO) ongoing projects and annual update. CYMPO promotes and maintains a regional coordinated transportation system for the safe and efficient movement of people, goods, and services. There are eight MPOs in the state of Arizona and 420 across the United States, and this is the 20th Anniversary of CYMPO. CYMPO has successfully advocated to bring \$10.8 million in one-time funding to our region and has identified two projects for the coming year: the widening of Glassford Hill Road and the widening of State Route 89. CYMPO is seeking \$28.3 million in funding related to those projects.

CYMPO Planner Lindsey Post continued the presentation for the urbanized master corridor plan on Highway 69 from Prescott to Dewey-Humboldt (15-mile corridor) with 45,000 vehicles per day and 476 crashes in five years of data. The plan is intended to find solutions and recommendations. Ms. Post is also the project manager of the Sundog Connector Design Concept Report (DCR) and Environmental Overview (EO), which has been part of the Prescott east area plan since 1998. CYMPO's part in the DCR is to conduct plans and feasibility studies for this project for this 3.5-mile potential corridor. This 18-month project is halfway through, and an open space IGA is part of the study. She added that CYMPO also helped to identify and secure funding for the Gail Gardener Way and Fair Street Traffic Signal Project which was fully funded. CYMPO is also responsible to maintain and update the Regional Transportation Plan every five years.

CYMPO Planner Bryn Stotler continued the presentation regarding the Regional Safety Plan which is updated every five years and is being done now. This current plan will be from 2017-2021. Of the 8,256 total crashes Prescott has 3,456 equal to 41.9% of total crashes. She also discussed the ACT-UP; Active Transportation Plan (Bicycle & Pedestrian) which is a comprehensive look at where people are going, how are they getting there and how to create a reliable network for multi-modal transportation; schools are critical sub-focus of this plan. Prescott Valley recently launched a micro transit system called Yavaline. There is \$1.7 million available annually for public transit.

Councilman Tenney thanked CYMPO staff for the presentation, he commented that \$34 million has been left on the table since 2003.

Mr. Gallegos confirmed but said that the dollar amount has varied each year but in essence that is true.

Councilmember Rusing asked about the Sundog Connector and variables involved in planning, she expressed her concerns with the bypass of Highway 69 and a loss in sales tax revenue and if that was taken into consideration when doing planning. She also asked about any potential impacts to a Regional State Park on Glassford Hill.

Mr. Gallegos responded that traffic modeling is used to look at projects for the entire region, adding that city staff is allowed to look that information over and raise any red flags there may be. They will be bringing forward three alternatives for the Sundog Connector which will be outlined in the final study allowing Council to make final decisions.

Councilwoman Cantelme thanked CYMPO staff for their presentation and asked about the \$1.7 million and if it would be possible to look at a regional project to expand the Yavapai.

Mr. Gallegos responded that would be something that could be looked into. CYMPO has looked at public-private partnerships and other opportunities for transportation.

Councilman Moore asked whether resources are put into finishing widening Highway 69 from 169 to 69/89 interchange in Prescott, Prescott Valley area.

Mr. Gallegos responded that is a great idea and the Master Corridor Plan is focused on this very thing. The specific purpose is to give a blueprint moving forward and address the two-lane, three-lane, two-lane issues. It has taken 10 years to widen one mile of road when working with ADOT. Highway 69 has been a priority area for CYMPO but it depends on what the order will end up being. CYMPO hopes to deliver those results and Sundog Connector by the end of the year.

Member of the public Rich Kaplan addressed Council regarding the Sundog Connector as part of the Yavapai Hills-Sundog Committee in opposition to the project. Has watched the presentations at various Board meetings and addressed some concerns: the Prescott East Area Plan and the Storm Ranch Development Agreement (2007) which specifically said the Prescott East Area Plan is not incorporated into the Prescott General Plan, and the Yavapai Hills Development Agreement which references a JHK Traffic Study. Feels the argument that this was decided twenty years ago is inaccurate. He asked if these DAs require the city to build Sundog or just provide provisions for how to do so. He added that the Storm Ranch DA makes clear that any expansions beyond 2-lanes makes the cost the sole responsibility of the city and referenced a 1997 connector discussion for the Klein Connector. He feels Council should review the Development Agreements.

Member of the public Robert Forte addressed Council regarding his opposition to the Sundog Connector, he is in favor of the other projects presented by CYMPO. It will bypass tax base and is being built through a residential area full of retired people who are opposed to this

project. Expense for this project is unreasonable. Yavapai Hills is a big voting block and hopes Council will support them.

Member of the public Gary Anderson addressed Council regarding a survey of homeowners in Yavapai Hills with a 40% response rate and mostly in opposition, the primary concern is creating another Rosser Street. He encouraged Council and staff to drive up to the top of Sunrise where this project would theoretically connect, it is a dangerous road. He discussed the September 7 CYMPO open house which discussed seven of one-hundred vehicles that would be diverted to the Sundog Connector and the cost to build this road would be too much money. He reiterated that Yavapai Hills is a huge voting block for the City of Prescott.

Member of the public James Howell addressed Council as a resident of Yavapai Hills and former Public Works Director and stated that a project that has been reviewed for this long is not a good project. Improving Highway 69 is where more effort should be placed. He also commented on the loss of sales tax revenue because of the route change.

Member of the public Roy Smith addressed Council on behalf of Save the Dells in opposition to the Sundog Connector, this would connect through a beautiful and pristine area in Glassford Hill. He stated that in 2013 report planners acknowledged that responses from the public supported a no build alternative and asked why this project is still moving forward in the face of public opposition.

Member of the public Scott Gorman addressed Council regarding opposition to the Sundog Connector not being discussed in public. He also addressed the expansion of Highway 69 impacting the flow of wildlife in the area.

Member of the public Ann Friday addressed Council addressed Council as a representative of the Sundog Disconnect Group whose goal is to protect the wildlife, property, and residents of the Corridor. CYMPOs roles is to consider the perspective of all stakeholders but omit from their presentations all feedback in opposition to the project.

Member of the public Larry Springer addressed Council on behalf of the Sundog Disconnect group and their opposition to the Connector project. This is not just a single neighborhood issue and their request that a Study Session be scheduled to discuss this project to cover: specific language in the DAs that require the construction of the Connector, latest cost estimates and funding strategies, alignment considerations, Glassford Hill State Park, and projected economic impacts due to bypass of Hwy-69 business corridor.

Member of the public JD Greenberg addressed Council regarding the formation of the EMAT Committee which CYMPO was instrumental in putting together, the focus of this committee is to give input to CYMPO and the technical advisory committee regarding mitigation impacts to wildlife.

Mayor Goode thanked citizens for their comments and recognized that there is a no build option, but traffic flow issues need to be prioritized and addressed.

B. Presentation from Sherri Hanna Regarding Downwinders

This item was discussed first.

Sherri Hanna provided a presentation to Council regarding the Downwinders and National Day of Remembrance on January 27. She introduced Jeff Tim from Congressman Eli Crane’s Office.

Mr. Tim read a letter from Congressman Crane.

**C. Presentation to the 2022 Prescott Fire Department Firefighter of the Year
Brandon Scott**

This item was discussed second.

Fire Chief Holger Durre provided a presentation to Brandon Scott 2022 Prescott Fire Department Firefighter of the Year.

7. OPEN CALL TO THE PUBLIC

None.

8. CONSENT AGENDA

MOTION BY COUNCILMAN TENNEY TO APPROVE CONSENT AGENDA ITEMS 8.A. THROUGH 8.H., EXCLUDING ITEM 8.F.; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

- A. Approval of Minutes from the January 3, 2023 Special Workshop Meeting, the January 10, 2023 Executive Session, the January 10, 2023 Study Session, the January 10, 2023 Voting Meeting.
- B. Approval of City Contract No. 2023-139 with Empire Power Systems for the Purchase of Two Replacement Standby Generators Utilizing Sourcewell Cooperative Purchasing Contract #120617-CAT in the Amount of \$58,241.00. Funding Is Available in the Wastewater Fund.
- C. Approval of City Contract No. 2023-140 with SAK Construction LLC for Cured-in-Place Pipe Lining Utilizing Omnia Partners Cooperative Purchasing Contract #R220402 in the Amount of \$149,166.00. Funding Is Available in the Wastewater Fund.

- D. Approval of City Contract No. 2023-133 with Ferguson Waterworks for the Purchase of Radio-Read Water Meters in an Amount not to Exceed \$150,000.00 Annually. Funding is Available in the Water Fund.
- E. Approval of CSP22-004, a Proposed Comprehensive Sign Plan Amendment for Prescott Center of Fine Arts Digital Reader Sign Height at 222 N Marina Street. Property Owner: Prescott Fine Arts Association. Applicant: Wayne Sanford/Otwell Architects. Location: APN 113-16-014.
- F. Approval of City Contract No. 2023-148 an ADA Resolution Agreement with the U.S. Department of Education, Office for Civil Rights.

Councilmember Rusing pulled this Item for further discussion, she stated that the Prescott Library is many years old and built on a slope which cause ADA Accessibility compliance issues. This agreement will mitigate the issues and make library accessible and in compliance.

MOTION BY COUNCILMAN SISCHKA TO APPROVE CONSENT AGENDA ITEM 8.F.; SECONDED BY COUNCILMAN RUSING: PASSED [7 – 0].

- G. Approval City Contract No. 2023-149 with AquaFlow International Inc. for the Purchase of Equipment to Upgrade the EZ Street Bulk Water Station in the Amount of \$47,753.00 with Ongoing Fees in the Amount of \$0.10 Per Transaction. Funding is Available in the Water Enterprise Fund.
- H. Approval of City Contract No. 2023-001A1, an Amendment to City Contract No. 2023-001 with Ateam Electrical for the Installation of a Replacement Generator for Prescott Regional Communications Center (PRCC) in the Amount of \$37,450.93 Including Applicable Taxes. Funding is Available in the PRCC Budget.

9. CONSENT ORDINANCE

MOTION BY COUNCILMEMBER RUSING TO ADOPT CONSENT AGENDA ITEMS 9.A. THROUGH 9.C.; SECONDED BY COUNCILMAN TENNEY: PASSED [7 – 0].

- A. Adoption of Ordinance No. 2023-1817 Granting a Private Sewer Easement to Thomas Contini.
- B. Adoption of Ordinance No. 2023-1820 Authorizing the Granting of a Utility Easement to Arizona Public Service Company.
- C. Adoption of Ordinance No. 2023-1821, Amending Title VII, Chapter 7-4-25 - Municipal Solid Waste Fees and Adding a Severance Clause; and Adoption of Resolution No. 2023-1847 Declaring Chapter 7-4, Section 25 Entitled "Solid Waste Management" and the Attachment Exhibit Entitled Exhibit A Attached Thereto as a Public Record.

10. LIQUOR LICENSES

- A. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Jian Mike Chen, Applicant, for WZ Asian Bistro Sushi & Bar. Location: 576 Miller Valley Road.

Applicant Jain Mike Chen addressed Council regarding the new restaurant on Miller Valley Road. Mayor Goode commented that he has visited the location in Prescott Valley and is happy to see them in Prescott, and he appreciates their investment in the city.

MOTION BY MAYOR PRO TEM MONTOYA TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

MOTION BY COUNCILMEMBER RUSING TO APPROVE ITEM 10.A.; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

11. REGULAR AGENDA

- A. Update Regarding the Mayor's Charter Review Commission.

City Clerk Sarah Siep provided a presentation to Council regarding the progress of the Commission's review of the City Charter. They have already selected a number of Article Sections to be amended (Term of the Mayor, Qualifications for Council, Mayor Pro Tem, Stipend for Mayor & Council, Attendance Policy, Vacancies, Consideration for Petitions) and pending Council approval those will be added to the General Election Ballot in 2023. The City Clerk and City Attorney's Office will be meeting to draft language for the Commission's review at their next meeting and these will be presented to the Council at an April Study Session.

This item was for discussion only, no formal action was taken.

- B. Legislative Update.

Interim City Manager Tyler Goodman provided a presentation to Council regarding the 2023 Legislative Session. Staff provided 10-11 bills which will be of interest to the City and Council of the 750 that have been introduced for this legislative session.

Tax on Food for Home Consumption and Residential Rental – two tax proposals that would represent major cuts to the city's general fund. Food for Home Consumption - \$3 million per year hit to the general fund and \$3 million per year to streets fund for a total of \$6.1 million; Residential Rentals - \$966k to each as well. These are being tracked closely and trying to figure out a strategy for this. The League is opposed and has been testifying against.

Mayor Goode commented that those who are eligible for lower income programs already don't pay the food tax that would be cut.

HB2003 – Reduced Corporate Income Tax

SB1033 – TPT Exempt feminine hygiene products and disposable diapers.

SB1012 – Inspections; Sober Living Homes: has been assigned to Senate Commerce Committee and will be heard tomorrow

HB2518 – Appropriation for Glassford Dells Regional Park (Bliss): \$3.5 million to be split between Prescott and PV for the purchase of identified land. There is much support for this bill, it will likely not be approved like a normal bill and be carried through the budget process.

Mayor Goode commented that this will give access to the Granite Dells as well as Glassford Hill. This is a good tactic to bring this forward as a bill giving it higher visibility for budget negotiations.

Councilmember Rusing recognized Selina Bliss for her efforts on this.

This item was for discussion only, no formal action was taken.

- C. Approval of City Contract No. 2014-165A2 with Indigo Sports LLC (formerly known as Billy Casper Golf LLC) to Add Golf Course Agronomy & Maintenance Responsibilities in the Amount of \$30,000.00 Annually for Five Years. Funding is Available in the General Fund.

Recreation Services Director Joe Baynes provided a presentation to Council regarding the contract amendment.

Background:

- * North course built in 1956 and provided services through 2014
- * Beginning in 2000 the golf industry began experiencing a decline
- * In 2014 the city entered into contract with Billy Casper Golf (now Indigo Golf, a division of Troon) to manage business operations including golf and food/beverage

Indigo Performance:

- * Responsive leadership
- * Solid general manager
- * Timely financial reporting
- * National buying power
- * Significant revenue increase

Challenges/Opportunities:

- * Aging irrigation systems
- * Irrigation breaks
- * Ability to perform capital projects in season
- * Supply chain issues
- * Seasonal employee retention

- * Aggressive 5-year capital plan implementation

Proposal:

- * Five-year term
- * Addition of Agronomy maintenance responsibilities
- * All existing employees will be retained
- * Indigo submits a preliminary budget annually reviewed/approved by the city through the annual budget process
- * National buying power
- * Labor savings
- * Costs savings in internal services
- * Maintenance operations will be supported by a regional director of agronomy with extensive experience in course management, construction, renovation and strategic planning

Mayor Goode commented that the operations have evolved quite a bit at the golf course, and this will be a much better arrangement. This is one of the few municipal courses that is increasing in the rounds played which speaks to the initial impressions on people who come to Prescott.

Mayor Pro Tem Montoya commented that this seems like a straightforward way to progress and asked if he'll retain some of the hiring for food/beverage personnel.

Mr. Baynes responded that they will narrow down to two or three finalists and take his input on the final decision.

Councilman Tenney asked for confirmation that the total additional amount will be \$30,000 but we'll see that in other savings.

Mr. Baynes confirmed and added that once the course gets caught up on capital the city will break even.

MOTION BY COUNCILMEMBER RUSING TO APPROVE ITEM 11.C.; SECONDED BY COUNCILMAN MOORE: PASSED [7 – 0].

- D. Approval of PLN22-003, a Preliminary Plat of Peregrine Ridge at Prescott Lakes PAD Subdivision, a 54-lot Subdivision on a 26.44 Acre Parcel Located East off of Prescott Lakes Parkway Via Smoke Tree Lane Extension. Site Zoning: BG (Business General) and MF-M (Multi-Family-Medium Density). Property Owner: Bear Creek Holdings LLC. Applicant: Lyon Engineering. Location: APNs 106-13-034K and 106-18-067N.

Community Planner Tammy Dewitt provided a presentation to Council regarding the proposed subdivision on 26.44 acres with 36.7% open space which is near the golf course on the ridge so it will have fantastic views. Planning & Zoning received questions regarding circulation, the road is

divided which is supported by the Fire Department and connects to Astoria II so there is more than one access point/route. All homes will be sprinklered. This proposed subdivision has been reviewed by all agencies and departments and cleared to move forward. Planning & Zoning Commission recommended unanimous approval at their January 10 meeting as did the Water Issues Subcommittee.

Councilman Moore asked staff to address traffic at Smoke Tree and Prescott Lakes Parkway. There is a lot of vegetation in the median and wants to ensure that the intersection is safe.

Ms. Dewitt responded that the traffic impact analysis did not require any improvements.

Traffic Manager Ian Mattingly added that the intent would be to have a traffic signal there eventually. There is a southbound median and may require additional auxiliary lane and those details have been discussed and as staff works toward final plat they will continue to work with the developer. There will be vegetation and traffic control changes but no roundabout.

Mayor Goode asked if Astoria Phase 2 A and B will be completed before this development.

Ms. Dewitt commented that staff will be getting plans around the same time more than likely but will be looked at to ensure connections are there.

Councilmember Rusing asked if this access will be a city dedicated street and if it will be gated.

Ms. Dewitt confirmed and stated that there will not be a gate. Zoning is compatible with the Prescott Lakes Master Plan.

Mr. Mattingly stated that because of the timing of both developments' connections can be timed and it will not just be emergency access.

Councilman Moore commented that this is a good compromise because there is not going to be high density apartments.

Councilman Tenney concurred, with a parcel this large we could be looking at 821 dwelling units, so this is wonderful.

Mayor Goode echoed Council comments and commented on the ability to address the traffic safety being better to manage with this plan.

Luther Kraxberger with Bear Creek Holdings addressed Council and stated that the goal was to come up with a development that wouldn't max out the space adding that they will coordinate with other developers as well.

Member of the public and President of the Prescott Lakes Association Board of Directors Bob Sisley addressed Council stating they are concerned with access to the development. He stated that Astoria Phase I is a gated community which is connected to Astoria Phase II adding that Smoke Tree extension would be a city street and asked if the subdivision conveys to the Plan would it then be conveyed to the Association. There was a proposal to do away with the roundabout in Astoria and have Smoke Tree go directly into the new Subdivision which the Association is opposed to. Finally, according to their bylaws, they need to have Association approval first before Council can approve this unless that is addressed between this and final platting to make sure they meet the declarations.

City Attorney Joseph Young responded the city does not enforce the community ordinances or CC&Rs, the issues related to access are important and will come forward with the final plat. Before Council today is the preliminary plat and line assessments.

Mayor Goode stated that road concerns can be addressed during final plats.

Mr. Sisley said they are in support of this but do have some concerns that they need to work out with the developer. They are ok if there is no gate but want to ensure that the roundabout remains.

Ms. Dewitt said Council is looking at the preliminary plat, lot lines etc.

Councilwoman Cantelme asked if they have discussed a breakaway gate.

Mr. Sisley said they have not. He understands this will all be ironed out but they would like to be involved in the discussions.

Mr. Kraxbergersaid they are happy to have discussions with the Board and sort that all out.

Councilwoman Cantelme left the meeting at 5:23 p.m.

MOTION BY COUNCILMAN TENNEY TO APPROVE ITEM 11.D.; SECONDED BY COUNCILMAN SISCHKA: PASSED [6 – 0].

- E. SITE22-014 & WSA22-033: Site Plan Review & Water Service Application for a 209 Unit Apartment Complex on Approximately 13.9 Acres. Zoning: MF-M (Multi-Family-Medium Density). Property Owner: The Tanbic Company. Applicant: Granite Basin Engineering. Location: APN 103-20-596S, Southwest Corner of Gateway Boulevard and Palmer Lane.

Community Planner Tammy Dewitt provided a presentation to Council regarding the proposed development. Buildings 1-8 will be three stories and buildings 9-11 will be two stories. This development will be located on newly constructed Palmer Lane, and density is allowed within the

zoning district. All agencies and departments have reviewed this, and it meets all criteria. There will be two access points with adequate parking and circulation throughout the development. Both Planning & Zoning Commission and the Water Issues Subcommittee have unanimously recommended approval.

Ms. Dewitt added that with regard to the water, in accordance with the city's policy if more than 50% of the water budget is requested the applicant must ask for appeal of the rule. This will be 29-acre feet per year (AFY) and the developer has submitted an appeal which the Water Subcommittee voted to approve.

Mayor Pro Tem Montoya asked the developer to explain water usage and the development.

Developer Tanner Bickelhaupt addressed Council, commenting that he developed Winfield at the Ranch as well. They ran a study of usage at that location and everything that is used requires low flow and green where possible which will be the case at Palmer too. Winfield's typical water usage is 7.5 AFY and this will be similar. He estimates this will use 10-15 AFY at Palmer because it is more units.

Councilman Moore asked if the units would have individual meters. He also commented that a Workforce Housing Committee has been formed and what will the price point be on these.

Mr. Bickelhaupt responded that the buildings will be individually metered, and residents will be responsible for their own water. These will be workforce housing, as they take the average income and do a multiplier to that or put another way, can the people providing goods and services be able to afford to live where they are providing goods and services. Based on this location, these homes would qualify as workforce housing. He continued stating that there is large diversification in this area and average income is \$101,000/year. Each building will have an elevator and average unit size is slightly larger than Winfield at the Ranch.

Councilman Tenney asked if there is a pool, and he also stated that it is good that it is next to the mall which will help revitalize that area and stated that as the number of apartments in town increases it will help the rates.

Mr. Bickelhaupt confirmed.

Mayor Goode stated this is the right development, in the right location at the right time.

Mayor Pro Tem Montoya commented that people get to a period of retirement where they don't want to take care of a home anymore and this fits that bill as well, which will make more opportunity for other opportunities at other apartments.

Councilman Sischka thanked the developers for revitalizing the mall.

MOTION BY MAYOR PRO TEM MONTOYA TO APPROVE SITE014; SECONDED BY COUNCILMAN SISCHKA: PASSED [6 – 0].

MOTION BY MAYOR PRO TEM MONTOYA TO APPROVE WSA22-033; SECONDED BY COUNCILMAN SISCHKA: PASSED [6 – 0].

- F. SITE22-017 & WSA22-026: Site Plan Review & Water Service Application for a 81,600 Square-Foot Building with Leasable Suites on Approximately 4.0 Acres. Zoning: IL (Industrial Light). Property Owner: Investment Potential LLC. Applicant: NCC Prescott. Location: APNs 102-03-046 thru 102-03-049, 2218 Cirrus Drive.

Community Planner Tammy Dewitt provided a presentation regarding the proposed development for industrial uses. This property is located next to the airport and will require all necessary approvals. Fire has reviewed and approved the site plan. This development will combine four lots into one lot and will have an 81,600 square foot metal building with suites for lease, extra parking will be provided as well to meet any future needs. Planning & Zoning Commission and the Water Issues Subcommittee have also both recommended unanimously for approval.

Mayor Goode asked if landscaping requirements had been modified would that have dropped them below 1 AFY and if tenants will be leased tenants. He feels this will be a beneficial development for the area.

Ms. Dewitt responded that it may have, but that can also create heat island effect, need something on the ground to mitigate that issue. She confirmed that the tenants will be lease tenants.

Councilman Moore asked if there is a way in the future to require that these types of buildings use solar.

Ms. Dewitt said it could be looked at but would be difficult to make it a requirement due to the costs.

MOTION BY COUNCILMAN MOORE TO APPROVE SITE22-017; SECONDED BY COUNCILMAN SISCHKA: PASSED [6 – 0].

MOTION BY COUNCILMAN SISCHKA TO APPROVE WSA22-026; SECONDED BY COUNCILMAN TENNEY: PASSED [6 – 0].

- G. Approval of City Contract No. 2023-129 with WSP (Formerly Wood Environmental) for Design and Related Engineering Services for the Watson Lake Water Enhancement Project in the Amount of \$108,870.00. Funding Is Available in the Aquifer Protection Fund.

Environmental Coordinator Matt Killeen provided a presentation to Council regarding the enhancement project. Watson Lake has been identified by the Arizona Department of

Environmental Quality with total maximum daily load (TMDL) that prescribes reductions to the body of water. Issues with phosphorus and aeration repairs and this project will help to address the issues in these design considerations and is consistent with recreational setting of the area. This project will also include fish barrier construction for bio control for production of weeds.

Councilman Moore asked if when Watson Lake overfills and there isn't a channel anymore would there have to be a barrier adjustment in that situation.

Mr. Killeen responded that a consideration would be to go backwards and look at a place where there is already a spill, for example Industrial Way, and update that area rather than reinventing the wheel.

Mayor Goode asked about the fish species that will be used.

Mr. Killeen stated that this is certified sterile and won't have a huge breeding population in case of upstream migration and is used commonly in this type of mitigation program. This is just design and engineering; construction will be phased in and will be at or under five months.

Councilmember Rusing commented that she is thrilled we are doing these ecofriendly options.

Councilman Moore asked if the fish can be caught or if they are catch and release.

Mr. Killeen responded they are vegetarians so it might be difficult, but they can be fished.

MOTION BY COUNCILMEMBER RUSING TO APPROVE ITEM 11.G.; SECONDED BY COUNCILMAN MOORE: PASSED [6 – 0].

H. Approval of City Contract No. 2023-137 with Priority Ambulance to Provide Dispatch Services for Emergency Medical Services & Transport Through the Prescott Regional Communications Center (PRCC).

Police Chief Amy Bonney provided a presentation to Council regarding the proposed contract which is a new opportunity for a public-private partnership. Priority Ambulance is new to our area and they want to provide dispatch services. She sees this as an opportunity to enhance services and keep our community even safer. This will not require additional staff or work on behalf of staff, but will provided an opportunity to provide better service. For police and fire there will be an offset of annual costs.

Mayor Goode commented that this is a great development, the city has always had one Certificate of Necessity and trying to negotiate adequate vehicles and response times has been a challenge. Having a second provider will lower costs, provide better service, and assure the public that our response times will be good.

Mr. Young responded that this doesn't change our contract for ambulance services.

MOTION BY COUNCILMEMBER RUSING TO APPROVE ITEM 11.H.; SECONDED BY COUNCILMAN MOORE: PASSED [6 – 0].

I. Discussion for Review and Approval of the City of Prescott 2023 Strategic Plan.

Interim City Manager Tyler Goodman provided a presentation to Council regarding the 2023 Strategic Plan. Following meetings with Barry Aarons, revisions have been updated and staff input has been received. He reviewed the redline version of the Strategic Plan for Council.

Councilmember Rusing said she is proud of the work that has been done on this but feels the Mission and Vision needs some refreshing. She made specific suggestions to language changes for the Vision and Mission.

Councilman Tenney said the Vision and Mission could use some updating but doesn't feel this is the best time to do that. Typically, a fair amount of time should go into that and perhaps a Study Session would be appropriate.

Mr. Goodman reiterated that this doesn't have a hard deadline, we will post to the website after approval, but it could be discussed further and updated at any time.

Mayor Pro Tem Montoya echoed Councilman Tenney's comments. Would suggest a Vision and Mission workshop for the new City Manager. The language is a bit hokey but would like to revisit at a future time.

Councilman Sischka commented that he doesn't feel the city needs a Vision and Mission to do what we do. Everyone does what they can for Prescott and that is what's important.

Mayor Goode concurred; the strategic bullet points are far more important. He feels the city needs to have more customer and citizen surveys and continue to emphasize that our airport is a regional asset. Additionally, now that PSPRS has sunset it is important to keep in mind that the investment team responsible has significantly underperformed their net return, and both pension systems underperformed where they should.

MOTION BY COUNCILMAN SISCHKA TO APPROVE ITEM 11.I.; SECONDED BY MAYOR PRO TEM MONTOYA: PASSED [6 – 0].

12. ADJOURNMENT

Mayor Goode commented that he recently attended Edwin Perry's memorial service.

Mr. Perry passed on November 17 and was a substantial member of our community. He attended every Council meeting for years and continued to watch from home until weeks before he passed. He asked for a moment of silence to recognize Mr. Perry.

Quote: "We have found in our country that when people have the right to make decisions as close to home as possible they usually make the right decisions" - Ronald Reagan

There being no further business to discuss, Mayor Goode adjourned the meeting at 6:23 p.m.

PHILIP R. GOODE, 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 24, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

AFFIX
CITY
SEAL

Sarah M. Siep, City Clerk



CITY COUNCIL WORKSHOP MEETING

WORKSHOP MEETING MINUTES

THURSDAY, JANUARY 26, 2023, 2:30 PM

201 S Cortez Street
Prescott, AZ 86303
Council Chambers

Phil Goode, Mayor

Brandon Montoya, Mayor Pro Tem

Cathey Rusing, Councilmember

Eric Moore, Councilman

Connie Cantelme, Councilwoman

Steve Sischka, Councilman

Clark Tenney, Councilman

MINUTES OF THE WORKSHOP MEETING OF THE PRESCOTT CITY COUNCIL WORKSHOP MEETING HELD ON JANUARY 26, 2023, IN THE 201 S CORTEZ STREET PRESCOTT, AZ 86303 COUNCIL CHAMBERS.

1. CALL TO ORDER

Mayor Goode called the meeting to order at 2:31 p.m.

2. ROLL CALL

Phil Goode	Mayor
Brandon Montoya	Mayor Pro Tem
Connie Cantelme	Councilwoman
Eric Moore	Councilman
Cathey Rusing	Councilmember
Steve Sischka	Councilman
Clark Tenney	Councilman

3. DISCUSSION

A. Discussion and Training Presented by the City Attorney's and Clerk's Offices and Human Resources Department for Council and All City Boards, Commissions & Committees Regarding Open Meeting Law, Conflict of Interest, Council Rules of Procedure, BCC Code of Conduct, Harassment, and Public Records Request Law.

City Clerk Sarah Siep asked all present BCC Members to sign in so their attendance can be recorded.

City Attorney Joseph Young provided a presentation to Council and BCC Members regarding Open Meeting Law, Conflict of Interest and Public Records Request Law. The intent is to provide openness in government related to official deliberations and proceedings, maximize public access and participation and any uncertainty resolved in favor of openness.

In accordance with state statute all meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to deliberations and proceedings. If there is no

quorum of the body the meeting must be cancelled. Meetings must comply with notice, agenda and minute requirements, exceptions are actual emergencies and recess/resume properly noticed meetings to a later date or time.

Who Must Comply:

- * Public Bodies
- * Any entity, however designated, officially established on motion or order of a public body or presiding officer of a public body
- * Body whose members are appointed for specific purposes
 - Subcommittees, Advisory Committees
 - Standing Committees
 - Special Committees

Small groups of a public body should not meet to discuss city business even in the absence of a quorum. Recent caselaw from *Puente vs. AZ State Legislature* (2022).

Executive Sessions:

- * Require prior consent of city attorney
- * Seven legal reasons – personnel matters, discussion of confidential information, legal advice from city’s attorney, discussion of settlement/contract/etc.
- * Who may attend – members of public body, staff who is reasonably necessary or persons subject to personnel discussion, auditor general
- * What happens in Executive Session stays in Executive Sessions
- * Cannot take legal action, all votes must take place in public

How to Avoid Pitfalls of Open Meeting Law:

- * Don't poll other members on commission business
- * Limit your discussions with other members to public meetings
- * Don't send emails to each other
- * Distribute information through staff
- * Disband meetings when a quorum is not in attendance

Circumvention:

- * Cannot use any device to circumvent the law
- * Splintering the quorum – serial communications polling, hub and spokes or daisy chaining

Prohibited 2-Way Communications:

- * Discussing
- * Deliberating
- * Taking Legal Action
- * Back and forth among a quorum
- * On a matter that could foreseeably come before the board

Prohibited 1-Way Communications:

- * Proposing legal action

- * It only takes one person to propose legal actions
- * Cannot propose legal actions outside of a noticed meeting

Staff Email:

- * Staff may send email to board members
- * Passive receipt of information from staff, without more, does not violate the open meeting law
- * Staff may not send opinion or substantive communication about board business from a board member to enough other members to constitute a quorum

Internet and Social Networking:

- * Blogs and social media like Twitter and Facebook can present the same issues as email regarding the amount board members
- * If a quorum of members is discussing board business using any technological means, a meeting may result
- * This type of communication may be considered a virtual meeting, requiring notice and access to technological equipment as it was discussed in the virtual meeting option
- * This type of communication results in the creation of an electronic public record which must be maintained, preserved and produced upon request

Councilmember Rusing asked if all Council emails are public record.

Mr. Young confirmed, he added it is important to note that it is about the content of the email or text message, if it relates to city business regardless of where it is coming from it would be pertinent. Established policy and procedure stipulates that your city email can be reviewed by IT to see if something is responsive, but if it is your personal number or email, you as the official are responsible to pull that information.

Meeting Etiquette:

- * No passing notes
- * Whispering to fellow board members
- * Privately using modern technology
- * Quorum talking to individuals before the meeting officially begins

Social Events:

- * If a quorum may be present a courtesy agenda or notice should be posted
- * Include a statement that no business of public body will be discussed

Mayor Pro Tem Montoya asked about one of the members of Council attending a Subcommittee meeting, and what are best practices around BCC meetings with a quorum or social event.

Mr. Young responded that they could if there is a quorum noticed posted. His recommendation as it relates to other meetings is that because there is already a notice posted, if there is a quorum don't sit

by each other and don't speak during the meeting. Best practices change based on the situation, so it depends on the conduct.

Mayor Pro Tem Montoya asked staff to address the role of the council liaison at a BCC Meeting.

Mr. Young responded that if the member wants to direct comments it needs to be done as an opinion and not the direction of Council.

Public Forums, Speeches & Community Events:

* If a quorum might be present when one or more council members plan on speaking or discussing city business a special meeting agenda must be posted to include a description of the general topic and that no action will be taken

Public Rights:

- * Attend
- * Listen
- * Tape Record or Video Tape
- * The public may not – disrupt, not guaranteed a right to speak; the remedy for that is removal

Penalties:

* Violation of OML carries the following potential enforcement – mandatory nullification of business transacted, civil penalties, equitable relief, removal from office, attorney's fees

Public Records Law:

- * Any record in the custody of government entity that has a substantial nexus to government activity is presumed a public record
- * The public has a right to view public records and receive a copy for a fee
- * Arizona imposes a presumption favor of disclosure of public records
- * Exception - when public disclosure and access is outweighed by confidentiality, privacy or the best interests of the state
- * Records reasonably necessary to provide an accurate accounting of their official activities and of any government funded activities
- * Important to follow retention schedules
- * Best interests of the state (rare) permit a public body to designate a record as confidential when release of information would have an important and harmful effect on the duties of the officials or agency in question

Mr. Young responded to a question regarding retention of emails for a BCC member stating that as long as the administrative need of the email remains the email should be kept. If it is pending business he would recommend keeping, after that it is safe to delete.

Conflict of Interest Law:

- * Applies to all public officers
- * All public employees

- * A public officer or who's relative has a substantial interest in a decision of the public agency or in any contract, sale, purchase, or service to such public agency must disclose that interest in the official record and not vote on or participate in the decision or transaction
- * Relative goes to the 4th degree of relation

Three Questions to Identify a Conflict of Interest:

- * Will my decision have a positive or negative impact on my interests or that of my relatives
- * Do I have a monetary or ownership interest in the matter
- * Is my interest other than one of the designated remote interests

What if I Have Substantial Interest:

- * Refrain from voting on or participating in the decision
- * Make the conflict of interest known in the official record
- * Leave the table or the room

Remote Interest:

- * Financial and property interests deemed to be so minor that it does not trigger the requirements
- * Member may still vote and participate in discussions
- * Examples – member of non-compensation or non-profit corporation, landlord or tenant of contracting party, attorney whose client is the contracting party, member of marketing association, owner of less than 3%

There is a lot of gray area between remote and substantial conflict of interests; Council, and members of BCCs will have dealings with members of the community that don't go beyond the bounds of conflict of interest. When in doubt ask the city attorney.

Ms. Siep addressed attendees regarding the City Council recently updating and adopting the Council Rules of Procedure as well as the BCC Code of Conduct. These documents outline the expectations of members of Council and volunteers on the City's BCCs. Additionally, the documents provide specific details related to the attendance policy.

Human Resources Director Branden Nunez provided a presentation to the attendees regarding Respectful Workplaces. He provided a series of examples of treatment of employees in the workplace.

Why is this Important:

- * Harassment harms us all
- * Integral part of our culture is to ensure all employees are treated with respect and dignity
- * Engaging in, condoning or not reporting harassment is in direct conflict with our policy
- * Remaining in compliance with Title VII of the Civil Rights Act, which prohibits discrimination, we want to remain in compliance with similar state civil rights laws and fair employment laws

City of Prescott Policy:

- * Applies to ALL – sexual harassment, anti-discrimination, harassment and hostile work environment

- * Zero tolerance policy - the city does not tolerate any form of unlawful discrimination or harassment which may create a hostile work environment including harassment or discrimination based on the race, color, gender, national origin, religion, age, disability or sexual orientation of any employee, by another employee, supervisory, manager, customer or non-employee
- * The city strives to maintain a workplace that fosters mutual respect and promotes positive and productive working relationships

Federal Law Refresher:

- * Harassment is a form of employment discrimination
- * Unwelcome conduct based on a protected class – race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, age (40 or older), disability and genetic information
- * Unlawful if enduring the conduct is a term of employment OR the conduct is severe, pervasive, intimidating, hostile or offensive to a reasonable person

Respectful Workplace Free From:

- * Offensive jokes, slurs, or name calling
- * Physical assaults or threats
- * Intimidation
- * Ridicule or mockery
- * Offensive objects or pictures
- * Interference with work performance
- * Rude gestures and more

Consequences:

- * Person who is the target of harassment - high stress level, possible absenteeism, possible decline in work performance, may leave the job
- * Person who harasses others - serious employment consequences and possible termination, likely ineligible for unemployment compensation, possible civil or criminal liability

What if an Employee Comes to You:

- * Gather the facts
- * Notify HR, City Manager or Legal Department to determine course of action
- * Can circumvent chain of command
- * Document your follow-through

Executives, Supervisors and Managers:

- * You are the supervisor in the eyes of the law
- * What you do or don't do reflects on the city as an employer
- * If harassment is ignored the employer can be liable
- * If it isn't handled correctly, the employer can be liable
- * If you engage in harassment, you and the employer are in big trouble
- * You can be sued personally
- * Harassment is serious and you must take obligations as an employer representative seriously

Retaliation is Strictly Prohibited:

- * There can be no retaliation against employees who complain to management about harassment even if they aren't the victim, or who participates or cooperates in an investigation
- * Retaliation is as serious as the actual harassment as are the consequences

Final Takeaways:

- * Lead by example
- * All employees should be welcomed and enabled to thrive based on diverse backgrounds
- * Don't fail to act

Councilmember Rusing asked for examples of hostile body language.

Mr. Nunez said pointing, shaking, or slamming of hands, proximity, pounding a desk, etc. anything that a reasonable person may find offensive.

This item was for discussion only, no formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 3:40 p.m.

PHILIP R. GOODE, 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 Workshop Meeting of the City Council Workshop Meeting of the City of Prescott, Arizona held on January 26, 2023. I further certify the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

AFFIX
CITY
SEAL

Sarah M. Siep, City Clerk



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **02-14-23**

DEPARTMENT: **City Clerk**

AGENDA ITEM: Approval of Appointments of Members to the Airport Advisory Committee, the Board of Adjustment, the Building Safety Advisory & Appeals Board, the Planning & Zoning Commission, the Prescott Preservation Commission and the Tourism Advisory Committee.

ITEM SUMMARY

This item is presented for consideration and approval of the Council Subcommittee for Appointments recommendations to fill vacancies on the Airport Advisory Committee, the Board of Adjustment, the Building Safety Advisory & Appeals Board, the Planning & Zoning Commission, the Prescott Preservation Commission and the Tourism Advisory Committee.

Staff recommends filling the vacancies in accordance with Council Subcommittee on Appointment recommendations in Attachment A.

BACKGROUND

In November 2022, the City Council adopted Resolution No. 2022-1842 which established a Council policy for membership on Boards, Commissions and Committees, and set forth the procedures of making appointments. The appointment process provides for review and recommendation of applicants by the Council Subcommittee for Appointments, and presentation to the full Council for approval.

The Council Subcommittee for Appointments held meetings on January 31, 2023 to review the submitted applications and determine their recommendations for appointments to forward to the City Council for approval.

FINANCIAL IMPACT

There is no fiscal impact associated with this request.

Recommended Action:

ATTACHMENTS

1. [Spring 2023 Term End BCC Recommendations.pdf](#)

BCC Appointments
March 2023

Airport Advisory Committee Terms Ending 03/2023	
Reappointed: Daryl Austermilller Michael Gjede James Huffman Jason Kopcsak Parker Northrup	03/2023- 03/2025
Newly Appointed: Bud Ackerman Gary Duemling	
Chair – Michael Gjede	
Vice Chair – Daryl Austermilller	

Planning & Zoning Commission Term Ending 03/2023	
Newly Appointed: James Kleczewski (3 year)	03/2023- 03/2026
James Whiting (4 year)	
	03/2023- 03/2027

Board of Adjustment Term Ending 03/2023	
Reappointed: Mary Frederickson	03/2023- 03/2026
Newly Appointed: Miriam Haubrich	

Prescott Preservation Commission Term Ending 03/2023	
Reappointed: Rob Johnson Michael Mirco	03/2023- 03/2026
Newly Appointed: Diane Travis	
Chair – Michael Mirco	
Vice Chair – Mike King	

Building Safety Advisory & Appeals Board Term Ending 03/2023	
Reappointed: Larry Meads	03/2023- 03/2026
Newly Appointed: Rick Kimery Pierre Tibi	
Vice Chair – Larry Meads	

Tourism Advisory Committee Term Ending 03/2023	
Reappointed: Steve Bracety Matthew Brassard Margo Christensen Edward Kellerman	03/2023- 03/2026
Newly Appointed: Kenneth Leja	
Chair – Margo Christensen	
Vice Chair – Matthew Brassard	



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: City Clerk

AGENDA ITEM: Adoption of Resolution No. 2023-1846 Providing Notice of the August 1, 2023 Primary Election and the November 7, 2023 General Election.

ITEM SUMMARY

The term of Mayor, three (3) Councilmembers and one (1) short-term Councilmember will expire in November 2023. Resolution No. 2023-1846 announces the upcoming fall 2023 elections in the City of Prescott as follows:

1. August 1, 2023 - Primary Election
2. November 7, 2023 - General Election

BACKGROUND

The Prescott City Charter and Arizona Revised Statutes provide for the holding of the City Primary Election on Tuesday, August 1, 2023 and the General Election on Tuesday, November 7, 2023 if needed. Adoption of this Resolution formally calls both of these elections as vote-by-mail.

The City Clerk is authorized to enter into any agreements with the Yavapai County Elections Department and any necessary vendors to provide election services for the August 1, 2023 Primary Election and the November 7, 2023 General Election.

As provided for in the Prescott City Charter, candidates for the offices of Mayor and Councilmember who receive a majority of valid ballots cast in the primary election are declared elected to the office. If at a primary election there is any office for which no candidate received the majority of all valid ballots cast, then a general election is held to vote for a candidate to fill the office.

FINANCIAL IMPACT

Yavapai County will conduct the 2023 elections for the City as vote-by-mail, and charge a flat fee of

\$2.75 per registered voter, per election in accordance with the city's agreement with the county. Other costs associated with the election include vendor services for the preparation, printing, labeling and mailing of ballots and associated materials.

Recommended Action:

ATTACHMENTS

2. [Resolution No. 2023-1846](#)

RESOLUTION NO. 2023-1846

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, PROVIDING NOTICE OF THE PRIMARY AND GENERAL ELECTIONS TO BE HELD ON AUGUST 1, 2023 AND NOVEMBER 7, 2023 RESPECTIVELY; AND AUTHORIZING THE CITY CLERK TO ENTER INTO ANY AGREEMENTS NECESSARY TO PROVIDE SERVICES FOR SUCH ELECTIONS

RECITALS:

WHEREAS, the holding of Primary and General Elections is enabled by law and prescribed by the City of Prescott Charter; and,

WHEREAS, the terms of three (3) City Councilmembers, one (1) short-term City Councilmember and the Mayor will expire in November 2023; and,

ENACTMENTS:

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

Section 1. THAT the City of Prescott Primary Election will be held on Tuesday, August 1, 2023, for the purpose of nominating/electing candidates for the offices of City Council and Mayor.

Section 2. THAT any candidate who receives a majority of all the valid ballots cast at the Primary Election will be declared elected without running at the General Election.

Section 3. THAT the General Election will be held on November 7, 2023, for the purpose of electing candidates for the offices of City Council and Mayor, if necessary.

Section 4. THAT the City Clerk is authorized to enter into any agreements with the Yavapai County Elections Department and any necessary vendors to provide election services for the August 1, 2023 Primary Election and the November 7, 2023 General Election.

Section 5. THAT said elections shall be vote-by-mail balloting, and otherwise held in accordance with the provisions of applicable State Statutes, City Charter provisions, city code and Ordinances and Resolutions of the City.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 14th day of February, 2023.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP
City Clerk

JOSEPH L. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2023-1846 is a true, correct and accurate copy of Resolution No. 2023-1846, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2023, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2023.

Seal

City Clerk



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: Information Technology

AGENDA ITEM: Approval of City Contract 2023-150 with ESRI Incorporated for a Three-Year GIS Enterprise Licensing Agreement in an Amount not to Exceed \$42,100 Per Year Using State of Arizona Contract No. ADSPO15-097108 Pricing. Funding is Available in the IT Budget.

ITEM SUMMARY

This item is for a three year GIS enterprise licensing agreement with ESRI at 38,500.00 per year plus tax.

The benefit of this agreement relative to a standard licensing agreement is that under a standard licensing agreement we would conservatively be paying on the order of approximately \$74,000 per year for our GIS assets.

Under the enterprise licensing agreement we are able to deploy multiple GIS assets in the form of servers and desktop software for less overall cost.

BACKGROUND

Geographic Information Systems, or GIS, is a discipline that geolocates resources using spatial data.

That is a five dollar way of saying that GIS is oriented around taking resources – roads, trails, utility infrastructure, etc – and plotting those items using a coordinate system which people consume most commonly in the form of maps (digital or paper).

GPS data and maps are the most commonly encountered form of GIS products that people will interact with, however, the software that underpins a GIS system allows this geospatial information to contain additional attributes which is key to being able to perform more sophisticated and powerful analysis of that data.

Examples are handy:

Community Development – how many schools are within a given radius of a liquor license application site address?

Public Works – what type, age, and diameter water pipe is installed in the following parcels located in subdivision X in Prescott?

Public Safety – where are police and fire units dispatched the most for calls of type X? How do you route units most efficiently to those calls?

Recreation Services – we are looking to expand trail offerings at site X, we need to analyze and model various trail choices at this site

The bottom line with GIS is that every single department at the City of Prescott uses GIS data either directly or through the software applications that they use on a daily basis.

None of this is possible without raw materials (GIS data) and the secret sauce knowledge and software) to turn those raw materials in to something that is consumed not only by City of Prescott employees but other agencies and members of the public as well.

The world is increasingly a data driven world and it is not easily possible to revert to a less data driven way of interacting with the world.

The demand for IT and GIS related services has dramatically risen over the past X number of years that one would want to examine.

This agreement with ESRI is the most cost effective and efficient method by which to provide GIS software and related infrastructure structures required to maintain pace with the demand and consumption for GIS data and information.

FINANCIAL IMPACT

This is a three year software agreement and the first year (Fiscal Year 2023) cost for this agreement is \$38,500.00 per year plus tax.

The costs for this item are an annual budgeted item in the IT budget and those costs are recovered from City of Prescott service centers with approximately 26% of the cost coming from the General Fund at this time.

Recommended Action:



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **02-14-23**

DEPARTMENT: **Airport**

AGENDA ITEM: Approval of City Contract No. 2022-168A9, an Amendment to City Contract No. 2022-168 with Dibble for On-Call Planning & Engineering Services at Prescott Regional Airport - Ernest A. Love Field to Prepare an Airport Concessions (ACDBE) Program & Update the Disadvantage Business Enterprise (DBE) Program in an Amount not to Exceed \$89,825.00. Funding is Available in the Airport Fund.

ITEM SUMMARY

Approval of Amendment No. 9 to existing City Contract 2022-168 with Dibble for On-Call Planning Services at Prescott Regional Airport - Ernest A. Love Field, prepare an Airport Concessions (ACDBE) Program and update the Disadvantage Business Enterprise (DBE) Program. In an amount not to exceed \$89,825.00.

BACKGROUND

The Department of Transportation (DOT's) Operating Administrations distribute substantial funds each year to finance construction projects initiated by state and local governments, public transit, and airport agencies. DOT has the responsibility of ensuring that firms competing for DOT assisted contracts for projects are not disadvantaged by unlawful discrimination. To meet the stated eight (8) objectives of the ACDBE & DBE program regulations, recipients of DOT funds must develop and implement a ACDBE & DBE program that conforms to DOT standards.

This request/project is focused on updating the Airport's DBE Plan with associated Triennial Goals for two separate reporting periods, Federal Fiscal Year (FFY) 2022-2024 and FFY 2025-202. In addition it will create an ACDBE Plan with associated Triennial Goals. Both documents will be developed to be compliance with the latest applications and regulations.

FINANCIAL IMPACT

Funding for this project is available due to cost savings that occurred during construction of Taxiway C

Phase 2. Since DBE programs are a federal requirement in order to obtain federal grant money, the expense is grant eligible for Federal Aviation Administration (FAA) reimbursement. The FAA has approved this inclusion in the Taxiway C Phase 2 project, which has already been funded.

Recommended Action:

ATTACHMENTS

[1.1-31-23 ACDBE and DBE Proposal.pdf](#)



January 31, 2023

Prescott Regional Airport
Ernest A. Love Field
6546 Crystal Lane
Prescott AZ 86301

Attention: Robin Sobotta, PhD, AAE
Airport Director
Prescott Regional Airport – Ernest A. Love Field

RE: **AIRPORT PLANNING & ENVIRONMENTAL SERVICES PROPOSAL**
City of Prescott Contract No: 2022-168
City of Prescott Account No: 22031
Authorization of Services No: 09
**Airport Concessions Disadvantage Business Enterprise Program (ACDBE) and
Airport Disadvantage Business Enterprise Program (DBE)**

Dear Robin,

We appreciate the opportunity to prepare the Airport Concessions Disadvantage Business Enterprise Program (ACDBE) and Airport Disadvantage Business Enterprise Program (DBE) the for the Prescott Regional Airport – Ernest A. Love Field (PRC) and the City of Prescott (City).

The ACDBE and DBE programs required by the Federal Aviation Administration (FAA) are separated into three schedules. The primary tasks include:

Schedule A – ACDBE Program Triennial Goals

- Develop a PRC Airport Concessions Disadvantaged Business Enterprise Program for FFY 2023 – 2025, with Policy updates and new Triennial Goal calculations using updated methodology requirements,
- Conduct a Public Outreach sessions, to assist the consulting/contracting community with the opportunity to become informed about the updated ACDBE Programs and,
- Submit the completed updated Program, as required by the Department of Transportation (DOT) 49 CFR Part 23, via FAA Civil Rights Connect.

Schedule B – DBE Program Triennial Goals

- Update the PRC Disadvantaged Business Enterprise Program for FFY 2022 – 2024, with Policy updates and new Triennial Goal calculations using updated methodology requirements,
- Conduct a Public Outreach sessions, to assist the consulting/contracting community with the opportunity to become informed about the updated DBE Programs and,
- Submit the completed updated Programs, as required by the Department of Transportation (DOT) 49 CFR Part 26, via FAA Civil Rights Connect.

Schedule C – DBE Program Update Triennial Goals

- Update the PRC Disadvantaged Business Enterprise Program for FFY 2025-2027, with Policy updates and new Triennial Goal calculations using updated methodology requirements,
- Conduct a Public Outreach sessions, to assist the consulting/contracting community with the opportunity to become informed about the updated DBE Programs and,
- Submit the completed updated Programs, as required by the Department of Transportation (DOT) 49 CFR Part 26, via FAA Civil Rights Connect.

Dibble and The Genesis Consulting Group LLC (DBE) have prepared the attached scope of work describing our proposed services, along with a fee proposal for your review and approval. Proposed fees are as follows:

Planning Phase Services:

Dibble	\$ 9,840.00
The Genesis Consulting Group (Schedule A)	\$34,114.40
The Genesis Consulting Group (Scheduled B)	\$27,503.52
The Genesis Consulting Group (Schedule C)	\$27,004.56

Total Fee.....\$ 98,462.48

We look forward to working with you on this important project. If you need additional information or have questions, please do not hesitate to call us at 602-957-1155.

Sincerely,



Charlie McDermott, LEED AP
Aviation Planning Manager
Airport Development



Jared Bass, P.E.
Vice President
Airport Development – Sr. Project Manager

Section A - Scope of Work
Airport Concessions Disadvantaged Business Enterprise
Program Triennial Goals
Prescott Regional Airport
FFY 2023-2025
PRC Fiscal Year 2022-2023

Dibble and Genesis Consulting Group, LLC (Genesis) have been requested by the City of Prescott, Prescott Regional Airport – Ernest A. Love Field (PRC) to prepare an Airport Concessions (ACDBE) Program and accompanying associated Triennial Goal Methodology Report.

The primary tasks include:

1. Develop a PRC Airport Concessions Disadvantaged Business Enterprise Program for FFY 2023 – 2025, with Policy updates and new Triennial Goal calculations using updated methodology requirements
2. Conduct a Public Outreach sessions, to assist the consulting/contracting community with the opportunity to become informed about the updated ACDBE Programs
3. Submit the completed updated Program, as required by the Department of Transportation (DOT) 49 CFR Part 23, via FAA Civil Rights Connect
4. Dibble will be responsible for Program Management of the Agreement (Element 1) and Genesis will be responsible for the individual elements of the Program (Element 2 through 5).

The Department of Transportation (DOT's) Operating Administrations distribute substantial funds each year to finance construction projects initiated by state and local governments, public transit, and airport agencies. DOT has the important responsibility of ensuring that firms competing for DOT assisted contracts for these projects are not disadvantaged by unlawful discrimination. The Department's most important tool for meeting this requirement has been its Disadvantaged Business Enterprise programs. The programs has been reauthorized by Congress several times since its inception; most recently in the Infrastructure Investment and Jobs Act, Pub. L. 117–58, November 15, 2021, 135 Stat. 429 (23 U.S.C. 101 note), also known as the Bipartisan Infrastructure Law (BIL).

To meet the stated eight (8) objectives of the ACDBE Program Regulation, recipients of DOT funds must develop and implement a ACDBE program that conforms to DOT standards set forth in 49 CFR Part 23 (for airport concessionaires) and 49 CFR Part 26 (for professional services).

This Scope of Work will provide the Prescott Regional Airport with an Airport Concessions Disadvantaged Business Enterprise Plan with associated Triennial Goals. These documents will be developed under CFR Part 23 regulations and be compliant with the latest applications and regulations contained therein. This is a two (2) year agreement covering one reporting period for PRC Grant Recipient.

The selected elements to be included in this program are outlined below:

Element 1	Project Management (Dibble)
Element 2	Airport Concessions Disadvantaged Business Enterprise Program FFY 2023-2025
Element 3	Public Involvement
Element 4	Reporting
Element 5	Draft and Final Program Reports
Element 6	Training and Guidance

The Prescott Regional Airport, Airport Concessions Disadvantaged Business Enterprise Program will be prepared in accordance with the current FAA Western Pacific Region and FAA Federal Regulations and Guidance, including:

- 49 CFR Part 23 Participation by Disadvantaged Business Enterprises in Airport Concessions
- FAA Airport Improvement Program (AIP) Grant Assurances (Obligations)
- FAA Order 5100.38C, AIP Handbook
- Other applicable Advisory Circulars (ACs), FAA Orders and Federal Aviation Regulations (FAR's)

ELEMENT 1 - PROJECT MANAGEMENT

Task 1.1 Project Management and Administration

Dibble will provide overall project management and coordination for the preparation and execution of the ACDBE program as described herein. Dibble will coordinate with Genesis (subconsultant) who will be responsible for preparing the ACDBE program. Dibble will prepare and submit monthly invoices to PRC for this scope of work.

ELEMENT 2 - AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (ACDBE) FFY 2023-2025 UPDATE (ACDBE) PROGRAM AND TRIENNIAL GOALS REPORT

Genesis will update the Prescott Regional Airport Disadvantaged Business Enterprise Program to reflect any changes to the Policy and Objective Program and develop new triennial goals for FFY 2023-2025, based upon Federal and State regulations as required by DOT/FAA, when grants committed/awarded are in a cumulative total value exceeding \$250,000. The FAA requires continuous Program participation; therefore, this portion of the Program development will provide PRC with Program continuity in the stated FFYs of 2023 – 2025, time frame and is due to FAA Civil Rights on or before October 1, 2022.

The ACDBE Program, while similar to the DBE Program is different in types of businesses analyzed. The ACDBE Program applies to primary/commercial service airports that receive AIP funding and that have concession revenues of \$200,000 or more for either car rental or non-car rental concessions. An Airport Concession is a for profit business located on an airport engaged in the sale of consumer goods or

services to the public under an agreement with the recipient, another concessionaire, the owner, or lessee of a terminal or take place on an airport such as Management contracts.

Task 2.1 Research Current ACDBE Participation

Genesis will research current airport concessions eligible for participation in the PRC ACDBE program.

Task 2.2 Develop ACDBE Policy Program

Genesis will develop the new Prescott Regional Airport ACDBE Program to reflect current Federal and State regulations; as required by DOT/FAA when grants committed/awarded are in a cumulative total value exceeding \$250,000, in a federal fiscal year (FFY), to the Prescott Regional Airport.

Task 2.3 Deliverable - Draft ACDBE Program

Genesis will provide one (1) draft Program to PRC for internal review and comment.

Task 2.4 Develop Triennial Goals and Methodology Report for FFY 2023 -2025

Genesis will conduct the two-step process as prescribed by the regulations contained in 49 CFR Part 23 regulations to determine base figures necessary to calculate ACDBE goals. Methodology's chosen will be based on demonstrable evidence of market conditions and be designed to attain a goal that is rationally related to the relative availability of ACDBE's in the market area.

- The goals will reflect the relative availability of ready, willing, and able ACDBE's. Research of these ACDBE's will be conducted as necessary to develop the ACDBE goals.
- PRC will provide available historic information and data to the Genesis to assist in the development of the ACDBE goals and methodology. Genesis will also research past performances, ACDBE directories, disparity studies, census bureau data and alternate methods.
- Genesis will conduct research and determine whether race-neutral or race-conscious mechanisms will be implemented to achieve the overall goal.
- Genesis will determine the reasonable local market area for ready and willing ACDBE's.
- Adjustments to the base figures will be conducted in accordance with the regulations. Genesis will also gather data from other organizations, and institutions to establish a basis for determination of any adjustments to the ACDBE base goals.
- Genesis will collaborate with the PRC to research and quantify past participation by ACDBE and Concessionaires to obtain data used to adjust the base goals.

Task 2.5 Deliverable - Draft Triennial Goals Report to PRC

Genesis will provide one (1) Draft Triennial Goals Report to PRC for internal review and comment. After the PRC review, the Goals Report will be formatted for Public Review.

ELEMENT 3 - PUBLIC NOTICE AND OUTREACH

PRC is required by the DOT Regulations to provide Public Notice announcing PRCs proposed overall goal, informing the public of the proposed goal and its rational. The Policy and Triennial Goals are required to

be available for inspection during normal business hours at an accessible office for 30 calendar days following the date of the notice and informing the public that FAA will accept comments on the goals for 45 days from the date of the notice. The notice *must* include addresses to which comments may be sent and *must* be published in a general circulation media outlet. It should also be available to minority-focused media and trade association publications. Genesis will prepare documents for Public Notice and Outreach for each of the proposed ACDBE Program.

Task 3.1 Public Outreach – Airport Concessions Disadvantaged Business Enterprise Program (ACDBE) FFY 2023-2025

Genesis will prepare public comment period outreach materials, including but not limited to web-page notices, summary of goals document, public notice in location newspapers, and public meeting information boards. PRC will post the outreach materials for thirty-days and make the document available at sources where it can be easily accessed by the interested public. At the conclusion of the 30-day review period and comment time frame, a Web-based outreach meeting and/or public meeting will be held to assist all interested contractors/businesses with an opportunity to voice their comments and concerns with the Program Policy Document and Triennial Goals.

ELEMENT 4 - FAA CIVIL RIGHTS CONNECT REPORTING

Genesis will prepare and update ACDBE participation data utilizing the FAA Civil Rights Connect Website, including Uniform Report of Commitments and Awards for past Federal Fiscal Years as required.

Task 4.1 Prepare/Update Historic Uniform Report of ACDBE Commitments/Award and Payments for FFY 2018, 2019, 2020, 2021, 2022

Genesis will prepare and update historical Prescott Regional Airport ACDBE participation data utilizing the FAA Civil Rights Connect Website, including Uniform Report of ACDBE Commitment and Award for past Federal Fiscal Years as required. The work will include review of business awards, contracts, and other materials which will provide an accurate record of ACDBE participation in PRCs, Airport Concession and for-profit business located on the airport.

Task 4.2 Update Uniform Reporting of ACDBE Commitments/Award and Payments for FFY 2023, 2024.

Genesis will prepare and update Airport ACDBE participation data utilizing the FAA Civil Rights Connect Website, including Uniform Report of ACDBE Commitment and Award for Federal Fiscal Years 2023, 2024 as required. The work will include review of business awards, contracts, and other materials which will provide an accurate record of ACDBE participation in PRCs, federal grant funded projects.

ELEMENT 5 - DRAFT AND FINAL REPORTS

Deliverable – At the conclusion of the Public Outreach Period, final documents will be developed and readied for reporting to the FAA Civil Rights Division. All submittals to the FAA will be in the form of electronic uploads to FAA Civil Rights Connect. A schedule of deliverables to FAA will be prepared to provide PRC with guidance as to participation continuity.

Task 5.1 Final Report – Schedule of deliverables for ACDBE Program to FAA

Genesis will coordinate with PRC to develop a schedule of deliverables, based on program requirements and report deadlines mandated by FAA. Final Program deliverables for each of the Scope of Work Elements will be within a two-year agreement period.

Task 5.2 Final Report - Airport Concessions Disadvantaged Business Enterprise Program (ACDBE) FFY 2023-2025

Genesis will provide a final ACDBE Program and Triennial Goal Report to FAA. This document will be provided to PRC for publication to their selected webpage and submitted to the FAA Office of Civil Rights for their inspection and concurrence (electronic submittal).

ELEMENT 6 - FAA CIVIL RIGHTS TRAINING AND GUIDANCE

The training programs will include all elements necessary to keep the Airports ACDBE Programs current and compliant with federal and state regulations and provide a seamless transition from one program period to the next.

Task 6.1 Training

Genesis will develop one (1) virtual instructional program (no more than two hours), to provide guidance to appropriate PCR staff, assigned to the Disadvantaged Business Enterprise Program, in the development, implementation, and monitoring of their ongoing airport ACDBE programs, consistent with current FAA Civil Rights policies and initiatives.

Training elements to include.

- FAR Part 23 ACDBE Regulations and applicable elements
- Policy Program document development and current program requirements
- Triennial Goals and Methodology development good practices
- AZ UTRACS and U.S. Census data access for program development and calculations
- Public Outreach and stake holder participation
- ACDBE program schedule and required submission dates
- FAA DBE Civil Rights Connect - Database access, updating, and entering reports

SUMMARY OF DELIVERABLES AND MEETINGS

The deliverables, which will be prepared at various stages throughout this study, are outlined below. Deliverables will be provided in printed hard copy and Adobe Acrobat format (.pdf). Meetings are as noted.

DELIVERABLES AND MEETINGS	TASK	MEETINGS
DELIVERABLES		
Updated Draft ACDBE Program to PRC for Internal Review One review submittal and review comments	2.3	
Draft Triennial Goals Report to PRC for Internal Review One review submittal and review comments	2.5	2.5
Public Outreach and Presentation Materials	3.1	3.1
FAA Civil Rights Connect Reporting	4.1 4.2	
Schedule of Work and Deliverables	5.1	
Final ACDBE Electronic Reports to FAA Civil Rights	5.2	
Training Materials	6.1	

End of Schedule A

Schedule B - Scope of Work

Disadvantaged Business Enterprise

Program Triennial Goals

FFY 2022-2024

PRC Fiscal Year 2022-2023

Dibble and Genesis Consulting Group, LLC (Genesis) have been requested by the City of Prescott, Prescott Regional Airport – Ernest A. Love Field (PRC) to prepare an updated Disadvantaged Business Enterprise (DBE) Program, Triennial Goal Methodology Report.

The primary tasks include:

1. Update the PRC Disadvantaged Business Enterprise Program for FFY 2022 – 2024, with Policy updates and new Triennial Goal calculations using updated methodology requirements
2. Conduct a Public Outreach sessions, to assist the consulting/contracting community with the opportunity to become informed about the updated DBE Programs
3. Submit the completed updated Programs, as required by the Department of Transportation (DOT) 49 CFR Part 26, via FAA Civil Rights Connect
4. Dibble will be responsible for Program Management of the Agreement (Element 1) and Genesis will be responsible for the individual elements of the Program (Element 2 through 5).

The Department of Transportation (DOT's) Operating Administrations distribute substantial funds each year to finance construction projects initiated by state and local governments, public transit, and airport agencies. DOT has the important responsibility of ensuring that firms competing for DOT assisted contracts for these projects are not disadvantaged by unlawful discrimination. The Department's most important tool for meeting this requirement has been its Disadvantaged Business Enterprise (DBE) program. The DBE program has been reauthorized by Congress several times since its inception; most recently in the Infrastructure Investment and Jobs Act, Pub. L. 117–58, November 15, 2021, 135 Stat. 429 (23 U.S.C. 101 note), also known as the Bipartisan Infrastructure Law (BIL).

To meet the stated eight (8) objectives of the DBE Program Regulation, recipients of DOT funds must develop and implement a DBE program that conforms to DOT standards set forth in 49 CFR Part 23 (for airport concessionaires) and 49 CFR Part 26 (for professional services).

This Scope of Work will provide the Prescott Regional Airport with an updated Disadvantaged Business Enterprise Plan with associated Triennial Goals. These documents will be developed under CFR Part 26 regulations and be compliant with the latest applications and regulations contained therein. This is a two (2) year agreement covering two reporting periods for PRC Grant Recipient.

The selected elements to be included in this program are outlined below:

Element 1	Project Management (Dibble)
Element 2	Disadvantaged Business Enterprise Program FFY 2022-2024
Element 3	Public Involvement
Element 4	Reporting
Element 5	Draft and Final Program Reports

The Prescott Regional Airport, Disadvantaged Business Enterprise Programs will be prepared in accordance with the current FAA Western Pacific Region and FAA Federal Regulations and Guidance, including:

- 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- FAA Airport Improvement Program (AIP) Grant Assurances (Obligations)
- FAA Order 5100.38C, AIP Handbook
- Other applicable Advisory Circulars (ACs), FAA Orders and Federal Aviation Regulations (FAR's)

ELEMENT 1 - PROJECT MANAGEMENT

Task 1.1 Project Management and Administration

Dibble will provide overall project management and coordination for the preparation and execution of the DBE programs as described herein. Dibble will coordinate with Genesis (subconsultant) who will be responsible for preparing the DBE program. Dibble will prepare and submit monthly invoices to PRC for this scope of work.

ELEMENT 2 - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FFY 2022-2024 UPDATE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AND TRIENNIAL GOALS REPORT

Update the Prescott Regional Airport Disadvantaged Business Enterprise Program Policy Document to reflect current and new Federal and State regulations as required by DOT/FAA, when grants committed/awarded are in a cumulative total value exceeding \$250,000. The FAA requires continuous Program participation; therefore, this portion of the Program development will provide PRC with Program continuity in the stated FFYs of 2022-2024.

Task 2.1 Develop Updated DBE Program

Genesis will update the Prescott Regional Airport Disadvantaged Business Enterprise Program for FFYs 2022-2024. Review the past Policy document and update all requirements to reflect current policies since the last Program documents was developed. All new language will reflect current and Federal and State regulations as required by DOT/FAA. PRC shall provide information required for Program development, including but not limited to FAA Grant documents, eligible federally funded project information, records of past DBE participation and reporting.

Task 2.2 Deliverable - Draft DBE Program

Genesis will include a Policy Statement and detailed commitments for ensuring compliance on all FAA-funded transportation projects through monitoring, reporting, and goal setting. One (1) Draft Document will be provided to PRC for review and comment. Once all comments have been received by the Genesis, the document will be formatted for the Public Comment period.

Task 2.3 Develop Triennial Goals and Methodology Report for FFY 2022-2024

Genesis will be conducting the two-step process as prescribed by the regulations contained in 49 CFR Part 26 regulations to determine base figures necessary to calculate DBE goals. Methodology's chosen will be based on demonstrable evidence of market conditions and be designed to attain a goal that is rationally related to the relative availability of DBEs in the market area.

- The goals will reflect the relative availability of ready, willing, and able DBE's. Research of these DBE's will be conducted as necessary to develop the DBE goals.
- PRC will provide available historic information and data to the Genesis to assist in the development of the DBE goals and methodology. Genesis will also research past performances, DBE directories, disparity studies, census bureau data, and alternate methods.
- Genesis will conduct research and determine whether race-neutral or race-conscious mechanisms will be implemented to achieve the overall goal.
- Genesis will determine the reasonable local market area for ready and willing DBE's.
- Adjustments to the base figures will be conducted in accordance with the regulations.
- Genesis will also gather data from other organizations, and institutions to establish a basis for determination of any adjustments to the DBE base goals.
- Genesis will collaborate with the PRC to research and quantify past participation by DBE and Prime Contractors to obtain data used to adjust the base goals.

Task 2.4 Deliverable - Draft Triennial Goals Report to PRC

Genesis will provide one (1) Draft Triennial Goals Report Document to PRC for review and comment. Once all comments have been received, the document will be formatted for the Public Comment period.

ELEMENT 3 - PUBLIC NOTICE AND OUTREACH

PRC is required by the DOT Regulations to provide Public Notice announcing PRCs proposed overall goal, informing the public of the proposed goal and its rational. The Policy and Triennial Goals are required to be available for inspection during normal business hours at an accessible office for 30 calendar days following the date of the notice and informing the public that FAA will accept comments on the goals for 45 days from the date of the notice. The notice *must* include addresses to which comments may be sent and *must* be publish in a general circulation media outlet It should also be available to minority-focused media and trade association publications. Genesis will prepare documents for Public Notice and Outreach for each of the proposed DBE Programs.

Task 3.1 Public Outreach – Disadvantaged Business Enterprise Program FFY 2022-2024

Genesis will prepare public comment period outreach materials, including but not limited to web-page notices, summary of goals document, public notice in location newspapers, and public meeting information boards. PRC will post the outreach materials for thirty-days and make the document available at sources where it can be easily accessed by the interested public. At the conclusion of the 30-day review period and comment time frame, a Web-based outreach meeting and/or public meeting will be held to assist all interested contractors/businesses with an opportunity to voice their comments and concerns with the Program Policy Document and Triennial Goals.

ELEMENT 4 - FAA CIVIL RIGHTS CONNECT REPORTING

Genesis will prepare and update DBE participation data utilizing the FAA Civil Rights Connect Website, including Uniform Report of Commitments and Awards for past Federal Fiscal Years as required.

Task 4.1 Prepare Update Historic Uniform Report of DBE Commitments/Award and Payments for FFY 2018, 2019, 2020, 2021, 2022

Genesis will prepare and update historical Prescott Regional Airport DBE participation data utilizing the FAA Civil Rights Connect Website, including Uniform Report of DBE Commitment and Award for past Federal Fiscal Years as required. The work will include review of bid awards, contracts, and other materials which will provide an accurate record of DBE participation in PRCs federally funded projects.

ELEMENT 5 - DRAFT AND FINAL REPORTS

Deliverable – At the conclusion of the Public Outreach Period, final documents will be developed and readied for reporting to the FAA Civil Rights Division. All submittals to the FAA will be in the form of electronic uploads to FAA Civil Rights Connect. A schedule of deliverables to FAA will be prepared to provide PRC with guidance as to participation continuity.

Task 5.1 Final Report – Schedule of deliverables for each DBE Program to FAA

Genesis will coordinate with PRC to develop a schedule of deliverables, based on program requirements and report deadlines mandated by FAA. Final Program deliverables for each of the Scope of Work Elements will be within the yearly agreement period.

Task 5.2 Final Report - Disadvantaged Business Enterprise Program FFY 2022-2024 Triennials Goals

Genesis will provide a final DBE Program and Triennial Goal Report is FAA. This document will be provided to PRC for publication to their selected webpage and submitted to the FAA Office of Civil Rights for their inspection and concurrence (electronic submittal).

SUMMARY OF DELIVERABLES AND MEETINGS

The deliverables, which will be prepared at various stages throughout this study, are outlined below. Deliverables will be provided in printed hard copy and Adobe Acrobat format (.pdf). Meetings are as noted.

DELIVERABLES AND MEETINGS	TASK	MEETINGS
DELIVERABLES		
Updated Draft ACDBE Program to PRC for Internal Review One review submittal and review comments	2.2	
Draft Triennial Goals Report to PRC for Internal Review One review submittal and review comments	2.4	2.4
Public Outreach and Presentation Materials	3.1	3.1
FAA Civil Rights Connect Reporting	4.1	
Schedule of Work and Deliverables	5.1	
Final ACDBE Electronic Reports to FAA Civil Rights Hard Copy to PRC for Original Signatures	5.2	

End of Schedule B

Schedule C – Scope of Work

Disadvantaged Business Enterprise Program Update Triennial Goals FFY 2025-2027 PRC Fiscal Year 2024-2025

Dibble and Genesis Consulting Group, LLC (Genesis) have been requested by the City of Prescott, Prescott Regional Airport – Ernest A. Love Field (PRC) to prepare an updated Disadvantaged Business Enterprise (DBE) Program, Triennial Goal Methodology Report.

The primary tasks include:

1. Update the PRC Disadvantaged Business Enterprise Program for FFY 2025-2027, with Policy updates and new Triennial Goal calculations using updated methodology requirements
2. Conduct a Public Outreach sessions, to assist the consulting/contracting community with the opportunity to become informed about the updated DBE Programs
3. Submit the completed updated Programs, as required by the Department of Transportation (DOT) 49 CFR Part 26, via FAA Civil Rights Connect
4. Dibble will be responsible for Program Management of the Agreement (Element 1) and Genesis will be responsible for the individual elements of the Program (Element 2 through 6).

The Department of Transportation (DOT's) Operating Administrations distribute substantial funds each year to finance construction projects initiated by state and local governments, public transit, and airport agencies. DOT has the important responsibility of ensuring that firms competing for DOT assisted contracts for these projects are not disadvantaged by unlawful discrimination. The Department's most important tool for meeting this requirement has been its Disadvantaged Business Enterprise (DBE) program. The DBE program has been reauthorized by Congress several times since its inception; most recently in the Infrastructure Investment and Jobs Act, Pub. L. 117–58, November 15, 2021, 135 Stat. 429 (23 U.S.C. 101 note), also known as the Bipartisan Infrastructure Law (BIL).

To meet the stated eight (8) objectives of the DBE Program Regulation, recipients of DOT funds must develop and implement a DBE program that conforms to DOT standards set forth in 49 CFR Part 23 (for airport concessionaires) and 49 CFR Part 26 (for professional services).

This Scope of Work will provide the Prescott Regional Airport with an updated Disadvantaged Business Enterprise Plan with associated Triennial Goals. These documents will be developed under CFR Part 26 regulations and be compliant with the latest applications and regulations contained therein. This is a two (2) year agreement covering two reporting periods for PRC Grant Recipient.

The selected elements to be included in this program are outlined below:

Element 1	Project Management (Dibble)
Element 2	Disadvantaged Business Enterprise Program FFY 2025-2027
Element 3	Public Involvement

Element 4	Reporting
Element 5	Draft and Final Program Reports
Element 6	FAA Civil Rights Training and Guidance

The Prescott Regional Airport, Disadvantaged Business Enterprise Programs will be prepared in accordance with the current FAA Western Pacific Region and FAA Federal Regulations and Guidance, including:

- 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- FAA Airport Improvement Program (AIP) Grant Assurances (Obligations)
- FAA Order 5100.38C, AIP Handbook
- Other applicable Advisory Circulars (ACs), FAA Orders and Federal Aviation Regulations (FAR's)

ELEMENT 1 - PROJECT MANAGEMENT

Task 1.1 Project Management and Administration

Dibble will provide overall project management and coordination for the preparation and execution of the DBE programs as described herein. Dibble will coordinate with Genesis (subconsultant) who will be responsible for preparing the DBE program. Dibble will prepare and submit monthly invoices to PRC for this scope of work.

ELEMENT 2 - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FFY 2025-2027 UPDATE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AND TRIENNIAL GOALS REPORT

Genesis will update the Prescott Regional Airport Disadvantaged Business Enterprise Program to reflect any updates to the Policy Report and develop new Triennial Goal for FFY 2025-2027, based upon Federal and State regulations as required by DOT/FAA, when grants committed/awarded are in a cumulative total value exceeding \$250,000. The FAA requires continuous Program participation; therefore, this portion of the Program development will provide PRC with Program continuity in the stated FFYs of 2025-2027 and is due to FAA Civil Rights on or before August 1, 2024.

Task 2.1 Develop Updated DBE Program

Genesis will review and update, if required, the Prescott Regional Airport Disadvantaged Business Enterprise Program to reflect current and new Federal and State regulations; as required by DOT/FAA when grants committed/awarded are in a cumulative total value exceeding \$250,000, in an FFY) to the Prescott Regional Airport.

Task 2.2 Deliverable - Draft DBE Program

Genesis will submit the program document to the PRC for internal review and comment. The draft Program will include a Policy Statement and detailed commitments for ensuring compliance on all FAA-funded transportation projects through monitoring, reporting, and goal setting. One (1) Draft Document will be provided to PRC for review and comment. Once all comments have been received by the Genesis, the document will be formatted for the Public Comment period.

Task 2.3 Develop Triennial Goals and Methodology Report for FFY 2025-2027

Genesis will conduct the two-step process as prescribed by the regulations contained in 49 CFR Part 26 regulations to determine base figures necessary to calculate DBE goals. Methodology's chosen will be based on demonstrable evidence of market conditions and be designed to attain a goal that is rationally related to the relative availability of DBEs in the market area.

- The goals will reflect the relative availability of ready, willing, and able DBE's. Research of these DBE's will be conducted as necessary to develop the DBE goals.
- PRC will provide available historic information and data to Genesis to assist in the development of the DBE goals and methodology. Genesis will also research past performances, DBE directories, disparity studies, census bureau data, and alternate methods.
- Genesis will conduct research and determine whether race-neutral or race-conscious mechanisms will be implemented to achieve the overall goal.
- Genesis will determine the reasonable local market area for ready and willing DBE's.
- Adjustments to the base figures will be conducted in accordance with the regulations. Genesis will also gather data from other organizations, and institutions to establish a basis for determination of any adjustments to the DBE base goals.
- Genesis will collaborate with the PRC to research and quantify past participation by DBE and Prime Contractors to obtain data used to adjust the base goals.

Task 2.4 Deliverable - Draft Triennial Goals Report to PRC

Genesis will provide one (1) Draft Triennial Goals Report Document to PRC for review and comment. Once all comments have been received, the document will be formatted for the Public Comment period.

ELEMENT 3 - PUBLIC NOTICE AND OUTREACH

PRC is required by the DOT Regulations to provide Public Notice announcing PRCs proposed overall goal, informing the public of the proposed goal and its rational. The Policy and Triennial Goals are required to be available for inspection during normal business hours at an accessible office for 30 calendar days following the date of the notice and informing the public that FAA will accept comments on the goals for 45 days from the date of the notice. The notice *must* include addresses to which comments may be sent and *must* be publish in a general circulation media outlet It should also be available to minority-focused media and trade association publications. Genesis will prepare documents for Public Notice and Outreach for each of the proposed DBE Programs.

Task 3.1 Public Outreach – Disadvantaged Business Enterprise Program FFY 2025-2027

Genesis will prepare public comment period outreach materials, including but not limited to web-page notices, summary of goals document, public notice in location newspapers, and public meeting information boards. PRC will post the outreach materials for thirty-days and make the document available at sources where it can be easily accessed by the interested public. At the conclusion of the 30-day review period and comment time frame, a Web-based outreach meeting and/or public meeting will be held to assist all interested contractors/businesses with an opportunity to voice their comments and concerns with the Program Policy Document and Triennial Goals.

ELEMENT 4 - FAA CIVIL RIGHTS CONNECT REPORTING

Task 4.1 Update Uniform Reporting of DBE Commitments/Award and Payments for FFY 2023, 2024

Genesis will prepare and update Airport participation data utilizing the FAA Civil Rights Connect Website, including Uniform Report of DBE Commitment and Award for Federal Fiscal Years 2023, 2024 as required. The work will include review of business awards, contracts, and other materials which will provide an accurate record of DBE participation in PRCs, federal grant funded projects.

ELEMENT 5 - DRAFT AND FINAL REPORTS

Deliverable – At the conclusion of the Public Outreach Period, final documents will be developed and readied for reporting to the FAA Civil Rights Division. All submittals to the FAA will be in the form of electronic uploads to FAA Civil Rights Connect. A schedule of deliverables to FAA will be prepared to provide PRC with guidance as to participation continuity.

Task 5.1 Final Report – Schedule of deliverables for each DBE Program to FAA

Genesis will coordinate with PRC to develop a schedule of deliverables, based on program requirements and report deadlines mandated by FAA. Final Program deliverables for each of the Scope of Work Elements will be within the yearly agreement period.

Task 5.2 Final Report - Disadvantaged Business Enterprise Program FFY 2025-2027 Triennials Goals

Genesis will provide a final DBE Program and Triennial Goal Report to FAA. This document will be provided to PRC for publication to their selected webpage and submitted to the FAA – Office of Civil Rights for their inspection and concurrence (electronic submittal).

ELEMENT 6 - FAA CIVIL RIGHTS TRAINING AND GUIDANCE

The training programs will include all elements necessary to keep the Airports DBE Programs current and compliant with federal and state regulations and provide a seamless transition from one program period to the next.

Task 6.1 Training

Genesis will develop two (2) virtual instructional programs (no more than two hours each), to provide guidance to appropriate PCR staff, assigned to the Disadvantaged Business Enterprise Program, in the

development, implementation, and monitoring of their ongoing airport DBE/ACDBE programs, consistent with current FAA Civil Rights policies and initiatives.

Training elements to include.

- FAR Part 26 DBE Regulations and applicable elements
- Policy Program document development and current program requirements
- Triennial Goals and Methodology development good practices
- AZ UTRACS and U.S. Census data access for program development and calculations
- Public Outreach and stake holder participation
- DBE program schedule and required submission dates
- FAA DBE Civil Rights Connect - Database access, updating, and entering reports

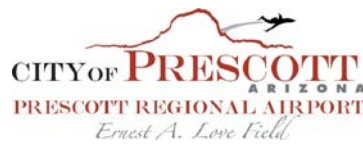
SUMMARY OF DELIVERABLES AND MEETINGS

The deliverables, which will be prepared at various stages throughout this study, are outlined below. Deliverables will be provided in printed hard copy and Adobe Acrobat format (.pdf). Meetings are as noted.

DELIVERABLES AND MEETINGS	TASK	MEETINGS
DELIVERABLES		
Updated Draft DBE Program to PRC for Internal Review One review submittal and review comments	2.2	
Draft Triennial Goals Report to PRC for Internal Review One review submittal and review comments	2.4	2.4
Public Outreach and Presentation Materials	3.1	3.1
FAA Civil Rights Connect Reporting	4.1	
Schedule of Work and Deliverables	5.1	
Final DBE Electronic Reports to FAA Civil Rights Hard Copy to PRC for Original Signatures	5.2	
Training Materials	6.1	1

End of Schedule C

Firm: Dibble
 On-Call Planning & Environmental Services
 Project: **DBE and ACDBE Program**
 Prescott Regional Airport
 Date: 1/31/2023



Contract Number: 2022-168
 Project Number:
 Task Number:
 Amendment Number: 9
 FAA Number: TBD
 ADOT Number: TBD

Summary

Dibble

Subconsultant

A. PLANNING PHASE SERVICES

1. Planning Phase Services

	Fee	Type	
1 Dibble Fee	\$9,840.00	Lump Sum	\$9,840.00
2 Dibble direct expenses	\$0.00	Cost	\$0.00
3 Genesis Consulting Schedule A	\$34,114.40	Lump Sum	\$34,114.40
4 Genesis Consulting Scheudle B	\$27,503.52	Lump Sum	\$27,503.52
5 Genesis Consulting Schedule C	\$27,004.56	Lump Sum	\$27,004.56

TOTAL.....	\$98,462.48		\$9,840.00	\$88,622.48
-------------------	--------------------	--	-------------------	--------------------

Firm: Dibble

Project: DBE and ACDBE Program

Prescott Regional Airport

Date: 1/31/23



DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE

Classification	Labor hours	Billing Rate	Total Costs
1 Principal Engineer	6	\$240.00	\$1,440.00
2 Senior Project Manager	40	\$210.00	\$8,400.00
3 Senior Planner/Engineer	0	\$205.00	\$0.00
4 Senior Designer	0	\$144.00	\$0.00

Total 46 hrs

a. Total Labor..... **\$9,840.00**

ALLOWANCE FOR DIRECT COSTS AND SUBCONSULTANTS

Item	Cost
1 Direct Expenses (Dibble).....	\$ 0.00 LS
2 Genesis Consulting Schedule A	\$ 34,114.40 LS
3 Genesis Consulting Schedule B	\$ 27,503.52 LS
4 Genesis Consulting Schedule C	\$ 27,004.56 LS

f. Sub-Total Allowances for Direct Costs..... **\$88,622.48**

TOTAL FEE

h. Total Estimated Cost..... \$98,462.48

Firm: Dibble
 Project: DBE and ACDBE Program
 Prescott Regional Airport
 Date: 1/31/2023



ESTIMATED LABOR HOURS

TASK	Principal Engineer	Senior Project Manager	Senior Planner/Eng	Senior Designer	TOTAL HOURS
1. Project Management - Schedule A					
1a Project Management and Admin	2	16			18
1. Project Management - Schedule B					
1a Project Management and Admin	2	12			14
1. Project Management - Schedule C					
1a Project Management and Admin	2	12			14
TOTALS	6	40	0	0	46

PRESCOTT REGIONAL AIRPORT
 ACDBE PROGRAM AND TRIENNIAL GOALS
 FFY 2023-2025
 SECTION A - SCOPE OF WORK
 PRC FY 2022-2023

ELEMENTS AND TASKS - DBE PROGRAM UPDATE	Project Principal 208.93		Senior Planner 202.69		Administration 77.95		Totals of Element
	Hours	Cost	Hours	Cost	Hours	Cost	
<u>ELEMENT 1 - PROJECT MANAGEMENT (Dibble)</u>							
<i>Task 1.1 Project Management and Administration</i>							
<i>Sub Total</i>							
<u>ELEMENT 2 - AIRPORT CONCESSION PROGRAM (ACDBE) FFY 2023-2025</u>							
<i>Task 2.1 Research current ACDBE participation</i>	4.00		8.00				
<i>Task 2.2 Develop ACDBE Policy Program</i>	6.00		24.00				
<i>Task 2.3 Draft ACDBE Program Report</i>	2.00		6.00		4.00		
<i>Task 2.3 Develop Triennial Goals/Methodology Report for 2023-2025</i>	4.00		8.00		0.00		
<i>Task 2.4 Draft Triennial Goals Report</i>	4.00		6.00		4.00		
<i>Sub Total</i>	20.00	\$ 4,178.60	52.00	\$ 10,539.88	8.00	\$ 623.60	\$15,342.08
<u>ELEMENT 3 - PUBLIC OUTREACH</u>							
<i>Task 3.1 Public Outreach – Airport Concessions Program (ACDBE) FFY 2023-2025</i>	16.00		16.00		4.00		
<i>Sub Total</i>	16.00	\$ 3,342.88	16.00	\$ 3,243.04	4.00	\$ 311.80	\$6,897.72
<u>ELEMENT 4 - FAA CIVIL RIGHTS CONNECT REPORTING</u>							
<i>Task 4.1 Prepare/Update ACDBE Commitments/Awards for FFY 2018, 2019, 2020, 2021, 2022</i>	4.00		10.00				
<i>Task 4.2 /Update Reporting of ACDBE Commitments/Awards for FFY 2023, 2024</i>	0.00		4.00				
<i>Sub Total</i>	4.00	\$ 835.72	14.00	\$ 2,837.66	0.00	\$ -	\$3,673.38
<u>ELEMENT 5 - DRAFT AND FINAL REPORTS</u>							
<i>Task 5.1 Schedule of Deliverables</i>	4.00		2.00				
<i>Task 5.2 Final Report - Airport Concessions (ACDBE) FFY 2023-2025</i>	2.00		6.00		4.00		
<i>Sub Total</i>	6.00	\$ 1,253.58	8.00	\$ 1,621.52	4.00	\$ 311.80	\$3,186.90
<u>ELEMENT 6 - FAA CIVIL RIGHTS TRAINING AND GUIDANCE</u>							
<i>Task 6 .1 Training</i>	12.00		12.00				
<i>Sub Total</i>	12.00	\$ 2,507.16	12.00	\$ 2,507.16	0.00		\$5,014.32
Subtotal Hours and Fees	58.00	\$ 12,117.94	102.00	\$ 20,749.26	16.00	\$ 1,247.20	\$34,114.40
Total Hours		176					
Total Fees		\$ 34,114.40					
Total ACDBE Program (Lump Sum)		\$ 34,114.40					

PRESCOTT REGIONAL AIRPORT
 DBE PROGRAM AND TRIENNIAL GOALS
 FFY 2022-2024
 SECTION B - SCOPE OF WORK
 PRC FY 2022-2023

ELEMENTS AND TASKS - DBE PROGRAM UPDATE	Project Principal 208.93		Senior Planner 202.69		Administration 77.95		Totals of Element
	Hours	Cost	Hours	Cost	Hours	Cost	
<u>ELEMENT 1 - PROJECT MANAGEMENT (Dibble)</u>							
<i>Task 1.1 Project Management and Administration</i>							
<i>S</i>							
<u>ELEMENT 2 - UPDATE DBE PROGRAM & TRIENNIAL GOALS for FFY 2022 -FFY 2024</u>							
<i>Task 2.1 Develop Updated DBE Program</i>	8.00		24.00				
<i>Task 2.2 Draft DBE Program Report</i>	4.00		6.00		4.00		
<i>Task 2.3 Develop Triennial Goals/Methodology Report for 2022-2024</i>	6.00		8.00				
<i>Task 2.4 Draft Triennial Goals Report</i>	<u>4.00</u>		<u>6.00</u>		<u>4.00</u>		
<i>Sub Total</i>	22.00	\$ 4,596.46	44.00	\$ 8,918.36	8.00	\$ 623.60	\$ 14,138.42
<u>ELEMENT 3 - PUBLIC OUTREACH</u>							
<i>Task 3.1 Public Outreach – Disadvantaged Business Enterprise Program FFY 2022-2024</i>	<u>16.00</u>		<u>16.00</u>		4.00		
<i>Sub Total</i>	16.00	\$ 3,342.88	16.00	\$ 3,243.04	4.00	\$ 311.80	\$ 6,897.72
<u>ELEMENT 4 - FAA CIVIL RIGHTS CONNECT REPORTING</u>							
<i>Task 4.1 Prepare/Update DBE Commitments/Awards for FFY 2018, 2019, 2020, 2021, 2022</i>	<u>4.00</u>		<u>10.00</u>				
<i>Sub Total</i>	4.00	\$ 835.72	10.00	\$ 2,026.90	0.00	\$ -	\$ 2,862.62
<u>ELEMENT 5 - DRAFT AND FINAL REPORTS</u>							
<i>Task 5.1 Schedule of Deliverables and Program Requirements</i>	6.00		2.00				
<i>Task 5.2 Final Report – Disadvantaged Business Enterprise Program FFY 2022-2024 & Triennial Goals</i>	<u>2.00</u>		<u>6.00</u>		<u>4.00</u>		
<i>Sub Total</i>	8.00	\$ 1,671.44	8.00	\$ 1,621.52	4.00	\$ 311.80	\$ 3,604.76
Subtotal Hours and Fees	50.00	\$ 10,446.50	78.00	\$ 15,809.82	16.00	\$ 1,247.20	\$ 27,503.52
Total Hours	144.00						
Total Fees		\$ 27,503.52					
Total DBE Program (Lump Sum) FFY 2022-2024		\$ 27,503.52					

PRESCOTT REGIONAL AIRPORT
 DBE PROGRAM AND TRIENNIAL GOALS
 FFY 2025-2027
 SECTION C SCOPE OF WORK
 PRC FY 2023-2024

ELEMENTS AND TASKS - DBE PROGRAM	Project Principal 208.93		Senior Planner 202.69		Administration 77.95		Totals of Element
	Hours	Cost	Hours	Cost	Hours	Cost	
<u>ELEMENT 1 - PROJECT MANAGEMENT (Dibble)</u>							
<i>Task 1.1 Project Management and Administration</i>							
<i>Sub Total</i>							
<u>ELEMENT 2 - UPDATE DBE PROGRAM & TRIENNIAL GOALS for FFY 2025 - FFY 2027</u>							
<i>Task 2.1 Develop Updated DBE Program</i>	4.00		12.00				
<i>Task 2.2 Draft DBE Program Report</i>	2.00		6.00		4.00		
<i>Task 2.3 Develop Triennial Goals/Methodology Report for 2025-2027</i>	4.00		10.00				
<i>Task 2.4 Draft Triennial Goals Report</i>	4.00		6.00		4.00		
<i>Sub Total</i>	14.00	\$ 2,925.02	34.00	\$ 6,891.46	8.00	\$ 623.60	\$ 10,440.08
<u>ELEMENT 3 - PUBLIC OUTREACH</u>							
<i>Task 3.1 Public Outreach – Disadvantaged Business Enterprise Program FFY 2025-2027</i>	16.00		16.00		4.00		
<i>Sub Total</i>	16.00	\$ 3,342.88	16.00	\$ 3,243.04	4.00	\$ 311.80	\$ 6,897.72
<u>ELEMENT 4 - FAA CIVIL RIGHTS CONNECT REPORTING</u>							
<i>Task 4.1 Update Reporting of DBE Commitments/Awards for FFY 2023, 2024</i>	2.00		4.00				
<i>Sub Total</i>	2.00	\$ 417.86	4.00	\$ 810.76	0.00	\$ -	\$ 1,228.62
<u>ELEMENT 5 - DRAFT AND FINAL REPORTS</u>							
<i>Task 5.1 Schedule of Deliverables and Program Requirements</i>	2.00		4.00		4.00		
<i>Task 5.2 Final Report – Disadvantaged Business Enterprise Program FFY 2025-2027 & Triennial Goals</i>	2.00		4.00		4.00		
<i>Sub Total</i>	4.00	\$ 417.86	8.00	\$ 810.76	8.00	\$ 311.80	\$ 1,540.42
<u>ELEMENT 6 - FAA CIVIL RIGHTS TRAINING AND GUIDANCE</u>							
<i>Task 6.1 Training</i>	16.00		16.00		4.00		
<i>Sub Total</i>	16.00	\$ 3,342.88	16.00	\$ 3,243.04	4.00	\$ 311.80	\$ 6,897.72
Subtotal Hours and Fees	52.00	\$ 10,446.50	78.00	\$ 14,999.06	24.00	\$ 1,559.00	\$ 27,004.56
Total Hours	154.00						
Total Fees		\$ 27,004.56					
Total DBE Program (Lump Sum) FFY 2025-2027		\$ 27,004.56					



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: Public Works

AGENDA ITEM: Approval of City Contract No. 2005-293A3, an Amendment to City Contract No. 2005-293 with Waste Management for Solid Waste Disposal Services to Reflect Updated Annual Disposed Tonnage. Funding is Available in the Solid Waste Fund.

ITEM SUMMARY

The Solid Waste Division is seeking approval to award Amendment No. 3 to existing City Contract No. 2005-293 with Waste Management for the disposal of municipal solid waste. The Division has experienced greater disposal costs than originally anticipated for FY23. Amendment No. 3 will provide additional funding for the overage expected to occur in FY23 amounting to \$1,100,000.00, and will adjust the annual contract amount to reflect the actual disposed tonnage at the agreed upon price per ton including CPI adjustments if mutually agreed upon for the remaining contract term and any extensions.

BACKGROUND

The city's Transfer Station accepts numerous types of waste streams from collection trucks, commercial haulers, and residents that self-haul. These waste streams are then sorted, separated, processed, or hauled off to designated locations.

In 2005 the City of Prescott entered a contract with Waste Management of Arizona for the disposal of municipal solid waste at their Gray Wolf Landfill located in off Hwy 169 in Dewey, AZ.

Forecasts for this fiscal year estimated the City of Prescott will haul nearly 70,000 tons of municipal solid waste to the Gray Wolf Landfill, this is a 25% increase from FY20.

Historically residential, commercial and transfer station tonnage has been steadily increasing. Increased disposal costs are offset by increased revenue received from residential and commercial collection fees and transfer station tipping fees collected from users.

FINANCIAL IMPACT

Funding is available in the Solid Waste Fund.

Recommended Action:



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: Public Works

AGENDA ITEM: Approval of City Contract No. 2017-064A12, an Amendment to City Contract No. 2017-064 with Fann Contracting for Solid Waste Hauling Services to Reflect Updated Annual Hauled Tonnage. Funding is Available in the Solid Waste Fund.

ITEM SUMMARY

The Solid Waste Division is seeking approval to award Amendment No. 12 to existing City Contract No. 2017-064 with Fann Contracting for the hauling of municipal solid waste and recyclables to designated facilities. The Division has experienced greater hauling costs than originally anticipated for FY23. Amendment No. 12 will provide funding for the overage expected to occur in FY23 amounting to \$235,000.00, and will adjust the annual contract amount to reflect the actual hauled tonnage at the agreed upon price per ton including CPI adjustments if mutually agreed upon for the remaining contract term and any extensions.

BACKGROUND

The City of Prescott currently has a contract with Waste Management of Arizona for the disposal of municipal solid waste at the Gray Wolf Landfill located in Dewey, Arizona. Recyclables are processed at the Material Recovery Facility (MRF) at North Gateway Transfer Station located in Phoenix, Arizona through an Inter-governmental Agreement (IGA) with the City of Phoenix. To transport these materials, City staff loads municipal solid waste and recyclables into large transfer trailers to then be hauled to these designated facilities.

Funding for the initial contract term was based on the contractor hauling 45,000 tons of trash and 4,500 tons of recyclables. Forecasts for this fiscal year estimate Fann Contracting will haul nearly 70,000 tons of municipal solid waste and 5,600 tons of recyclables.

Historically residential, commercial and transfer station tonnage has been steadily increasing. Increased hauling costs are offset by increased revenue received from residential and commercial collection fees and transfer station tipping fees collected from users.

FINANCIAL IMPACT

Funding is available in the Solid Waste Fund.

Recommended Action:



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: Public Works

AGENDA ITEM: Approval of an Amendment to the Intergovernmental Agreement (IGA) Between the City of Prescott and Yavapai County for the Prescott Area Regional Landfill, to Terminate the 1991 IGA to Procure a City of Prescott Regional Landfill Site by Mutual Agreement.

ITEM SUMMARY

On or about May 21, 1991, the City of Prescott entered into an intergovernmental agreement (IGA) with Yavapai County for the design, construction and operation of a Prescott Regional Landfill. The City of Prescott owns and operates a transfer station that facilitates regional waste collection and distribution to other landfill and recycling facilities through various contractual agreements.

BACKGROUND

On or about May 21, 1991, the City of Prescott approved Resolution No. 2367, authorizing the City of Prescott to enter into an intergovernmental agreement (IGA) with Yavapai County for the design, construction and operations of a Prescott Regional Landfill. The City of Prescott has since begun and continues to operate its Transfer Station on Sundog Ranch Road for the the processing of solid waste and recyclables. The City is not actively engaged in the pursuit of additional land for the purpose of constructing a landfill and this IGA is therefore, unnecessary. Yavapai County will, simultaneously herewith, take action through their Board of Supervisors to terminate the referenced IGA.

FINANCIAL IMPACT

There is no fiscal impact with approval of this Amendment.

Recommended Action:

ATTACHMENTS

1. [Contract Amendment #2 .docx](#)

[2.CC - Resolutions - 2387 - 5141991.pdf](#)

[3.CC - Resolutions - 2367 - 3121991.pdf](#)

**CITY OF PRESCOTT/YAVAPAI COUNTY INTERGOVERNMENTAL AGREEMENT
PRESCOTT AREA REGIONAL LANDFILL
AMENDMENT NUMBER 2
TERMINATING THE INTERGOVERNMENTAL AGREEMENT**

This Amendment #2 to Prescott Area Regional Landfill Intergovernmental Agreement ("Amendment #2") is entered into by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter "County") and the City of Prescott, a political subdivision of the State of Arizona (hereinafter "City"). County and City may each be referred to as a "Party" or "party," and collectively as the "Parties" or "parties."

RECITALS

WHEREAS, the Parties entered into the aforementioned Intergovernmental Agreement ("IGA") on or about May 21, 1991, and recorded in Book 2358 at pages 768 through 777, records of the Yavapai County Recorder; and

WHEREAS, the Parties further entered into an Amendment Number 1 ("Amendment #1") on or about March 14, 2000, recorded on March 29, 2000, in Book 3742 beginning at page 839 of records of the Yavapai County Recorder; and

WHEREAS, Section 13 at page 5 of the IGA provides for modification (amendment) of the IGA;

WHEREAS, the County and the City have determined that it is in its best interest to amend the IGA to permit an additional method for termination of said IGA; and

WHEREAS, the intent of this IGA has been frustrated in that land has not been purchased as contemplated; wherein the Parties no longer wish to entertain this venture and desire to mutually terminate the IGA.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and good and valuable consideration, it is agreed:

1. Pursuant to the terms and conditions of the IGA, the IGA is hereby amended to permit the termination of the IGA by way of the Parties mutual agreement, which said agreement is effectuated by way of execution of this Amendment #2. Said termination of the IGA shall be effective upon the date of the last Party to execute the same.

2. All terms and conditions set forth in the IGA, Amendment #1, and Amendment #2, with all documents and attached referenced items therein, shall also be null and void upon the final Party executing this Amendment #2 and effectively terminating the aforementioned IGA and its progeny.

//

//

IN WITNESS WHEREOF, the Parties have caused this Amendment #2 to be executed by their duly authorized officials.

YAVAPAI COUNTY

By: _____
Mary Mallory, Chair
Yavapai County Board of Supervisors

Date: _____

ATTEST:

Date: _____

Kim Kapin, Clerk of the Board Yavapai County

Pursuant to ARS § 11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

Steven G. Clark
Deputy County Attorney

CITY OF PRESCOTT: a Municipal Corporation

Date: _____

Philip R. Goode, Mayor

ATTEST:

Date: _____

Sarah M. Siep, City Clerk

Pursuant to ARS § 11-952(D), the undersigned City Attorney has determined that this 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.

Joseph D. Young
City Attorney

RESOLUTION NO. 2387

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE PRESCOTT AREA REGIONAL LANDFILL INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND YAVAPAI COUNTY.

WHEREAS, it is imperative to the citizens of Prescott to have a site at which garbage and refuse can be disposed; and

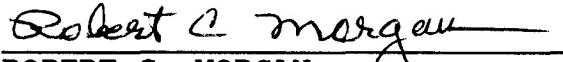
WHEREAS, the City and Yavapai County are desirous of entering into an Intergovernmental Agreement for the joint operation, use and maintenance of the Prescott Area Regional Landfill.

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


SECTION 1. THAT, the Prescott Area Regional Landfill Intergovernmental Agreement between the City of Prescott and Yavapai County is approved as attached.

SECTION 2. THAT, the Mayor and City Staff are authorized to execute any and all documents to effectuate same.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this 14th day of MAY, 1991.


ROBERT C. MORGAN
Mayor, City of Prescott

ATTEST:


MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:


JOHN R. MOFFITT
City Attorney

RESOLUTION NO. 2387

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE PRESCOTT AREA REGIONAL LANDFILL INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND YAVAPAI COUNTY.

WHEREAS, it is imperative to the citizens of Prescott to have a site at which garbage and refuse can be disposed; and

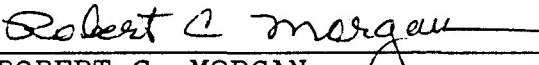
WHEREAS, the City and Yavapai County are desirous of entering into an Intergovernmental Agreement for the joint operation, use and maintenance of the Prescott Area Regional Landfill.

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

SECTION 1. THAT, the Prescott Area Regional Landfill Intergovernmental Agreement between the City of Prescott and Yavapai County is approved as attached.

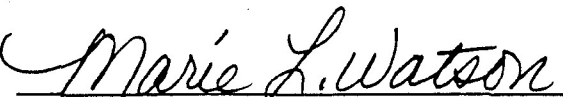
SECTION 2. THAT, the Mayor and City Staff are authorized to execute any and all documents to effectuate same.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this 14th day of MAY, 1991.



ROBERT C. MORGAN
Mayor, City of Prescott

ATTEST:



MARIE L. WATSON
City Clerk


APPROVED AS TO FORM:



JOHN R. MOFFITT
City Attorney

When recorded, mail to:

Board of Supervisors

 This is a certified copy of Instrument
Recorded in Book 2358 Page 768-777
Date 5/21/91 Time 10:45
PATSY C. JENNEY, RECORDER
Donna Yow DEPUTY

This space reserved

CAPTION HEADING: PRESCOTT REGIONAL LANDFILL INTERGOVERNMENTAL
AGREEMENT

(THIS FORM FOR RECORDER'S USE ONLY)

PRESCOTT AREA REGIONAL LANDFILL

INTERGOVERNMENTAL AGREEMENT

This agreement made this 21st day of May, 1991, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona.

WITNESSETH THAT:

WHEREAS, YAVAPAI COUNTY and the CITY OF PRESCOTT have previously agreed to work cooperatively in an effort to locate an acceptable site for a regional landfill to service that portion of the unincorporated area of Yavapai County as identified in the attached Exhibit "A" and the incorporated area of the City of Prescott.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. YAVAPAI COUNTY and the CITY OF PRESCOTT shall each share those costs of site determination, identification and investigation and site acquisition, hereafter referred to as "landfill costs", of a regional sanitary landfill to be located as shown in Exhibit "B". The City of Prescott shall prepare and make the necessary bids for the purchase of real property for the Prescott Area Regional Landfill.

2. The proportionate shares for those costs as set forth in Paragraphs 1 and 7 shall initially be 35% by Yavapai County and 65% by the City of Prescott. The foregoing percentages shall be adjusted on July 1st of the fifth (5th) year following the census based on the most recent population projections provided by the Northern Arizona Council of Governments (NACOG) and every fifth (5th) year thereafter, but said re-adjustment shall not result in a retroactive modification of payments made or obligations already incurred.

3. Any additional incorporated community choosing to use the Prescott Area Regional Landfill shall share in the waste disposal costs in an amount or formula to be mutually agreed upon by and between YAVAPAI COUNTY and the CITY OF PRESCOTT. In determining such share, the parties hereto shall consider, among other things, monies and time expended by both the parties hereto in the development of the solid waste disposal system which have been incurred since July 1, 1985.

4. Each participating entity shall provide funds in its budget for each whole or partial fiscal year it participates in the development of the regional landfill equal to its share as computed pursuant to Paragraph 2 above, until such time that the regional landfill is operational.

5. Upon the purchase of real property for the Prescott Area Regional Landfill, the parties hereto agree to pay for the purchase thereof in accordance with the proportions as set forth in Paragraph 2 above. Upon the purchase thereof, the parties will retain ownership of the subject property as tenants in common, the CITY OF PRESCOTT owning an undivided sixty-five percent (65%) interest in said land and YAVAPAI COUNTY owning an undivided thirty-five percent (35%) interest in said land. In the event that either party wishes to relinquish its ownership of the subject property, the parties hereto, by and through their respective governing bodies, may sell their interest to the remaining party upon mutually agreeable terms, or may mutually agree to publicly sell the property, with thirty-five percent (35%) of the net proceeds therefrom to be paid to YAVAPAI COUNTY and sixty-five percent (65%) of the net proceeds therefrom to be paid to the CITY OF PRESCOTT. In no event shall either party be entitled to a partition of the property.

6. Both parties to this agreement acknowledge that supplemental agreements may be entered into for operation, management and other matters relating to the solid waste disposal system.

7. In the event that the governing bodies of the parties hereto both agree to continue with joint development of the Prescott Area Regional Landfill, the parties shall share in the costs of preparation, development and access, facility engineering, construction, design and permitting of the Prescott Area Regional Landfill in the proportions as set forth in Paragraph 2 above. The CITY OF PRESCOTT shall be responsible for administering the day-to-day operations of the landfill, and collecting all fees therefrom. The CITY OF PRESCOTT shall establish an enterprise fund which shall consist of all fees collected from the landfill. YAVAPAI COUNTY shall have the right to review all transactions and records of the enterprise fund upon reasonable notice.

8. In the further event that the parties hereto agree to jointly operate a landfill, the parties shall mutually agree on access fees to be charged at the landfill in an amount sufficient at a minimum to pay those items listed in Subparagraph (a) below. Access fees charged to residents of the unincorporated area of Yavapai County, as shown in the map attached hereto as Exhibit "A", and the residents of the City of Prescott, shall be equal. All access and other fees paid to the landfill shall be placed in the enterprise fund, which shall be used to pay for the following costs:

- (a) All costs related to the operation and maintenance of the Prescott Area Regional Landfill.

- (b) Any excess funds shall be used for reimbursement to each party for the funds expended pursuant to Paragraph 1, and any other funds expended for the development or operation of the landfill until reimbursement for all such expenditures has been paid in full.
- (c) Any excess funds after reimbursement in full has been made to the parties pursuant to the foregoing subsection shall be retained in the enterprise fund in order to provide closure costs and monitoring funds for the Prescott Area Regional Landfill.
- (d) In the event insufficient funds are available in the enterprise fund for the purposes specified in Subsection (a) of this Agreement, the parties shall pay to the fund the amount necessary to provide for the expense of the fund within fifteen (15) days of receipt of notice that the funds are required. The parties further agree to adjust the access and tipping fees in this event to raise sufficient funds in order to continue to operate the landfill without the necessity of either party contributing to the cost of said operation and maintenance, in the percentages as specified in Paragraph 2 above.

9. Upon closure of the landfill, if there are insufficient funds available in the enterprise fund to effectuate closure and complete any required remedial measures, the parties shall pay into the enterprise fund sufficient monies to accomplish same, in a proportion to be computed in accordance with Paragraph 2.

10. (a) During the first three (3) years from the entering into of this Agreement, in the event that the Yavapai County Board of Supervisors does not affirmatively vote to continue with the joint operation and development of the Prescott Area Regional Landfill within forty-five (45) days of a request to do so by the City, then and in that event the City may continue with the development and operation of the Prescott Area Regional Landfill alone. In the event that the City continues with the operation and development of the Prescott Area Regional Landfill without the County, the provisions as set forth in Paragraphs 3, 4, 7 and 8 shall be of no further force and effect, and the City shall purchase the County's entire interest and the County shall convey to the City its entire interest in the Prescott Area Regional Landfill upon the City tendering within two hundred twenty five (225) days of the foregoing request

payment to the County in the total sum of monies paid by the County for the original purchase of the Prescott Area Regional Landfill.

(b) After three (3) years from the entering into of this Agreement, in the event that the Yavapai County Board of Supervisors does not affirmatively vote to continue with the joint operation and development of the Prescott Area Regional Landfill within forty-five (45) days of a request to do so by the City, then and in that event the City may continue with the development and operation of the Prescott Area Regional Landfill alone. In the event that the City continues with the operation and development of the Prescott Area Regional Landfill without the County, the provisions as set forth in Paragraphs 3, 4, 7 and 8 shall be of no further force and effect, and the City shall purchase the County's entire interest and the County shall convey to the City its entire interest in the Landfill upon the City tendering to the County within two hundred twenty five (225) days of the foregoing request a sum equal to thirty-five percent (35%) of the appraised value of the property at that time, said appraisal to be determined by an appraiser to be mutually agreed upon by the City and County.

(c) The parties hereto agree that they will not, while they are tenants in common of the landfill, convey their interests in said landfill to any third parties other than pursuant to Paragraph 5 of this Agreement.

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

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

13. This Agreement may be modified in writing only, and only when signed by each of the parties hereto. This Agreement shall remain in full force and effect for a period of thirty (30) years from the date of its filing with the Yavapai County Recorder, and shall be automatically renewed for successive thirty (30) year periods thereafter unless terminated by the affirmative action of the governing body of one of the parties hereto no earlier than one (1) year prior to the expiration of the initial term or renewals hereof, and no later than eighteen (18) months prior to the expiration of the initial term or any extension hereof, or unless earlier terminated pursuant to Paragraph 5.

14. This Agreement supersedes in its entirety that certain Intergovernmental Agreement entered into by and between the parties on or about the 12th day of October, 1988, and further supersedes any and all previous agreements by and between the parties entered into with respect to the landfill prior to this date. This Agreement, however, does not negate or supersede any obligation either party had to the other pursuant to the foregoing agreements which were incurred prior to the effective date of this Agreement.

CITY OF PRESCOTT, a
municipal corporation

By Robert C Morgan
ROBERT C. MORGAN, Mayor

ATTEST:

Marie L. Watson
MARIE L. WATSON
City Clerk

Pursuant to A.R.S. §11-952(D), the undersigned City Attorney has determined that this 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
City Attorney

APPROVED

BY THE COUNCIL

City Clerk MKW

Date 5/14/91

#91-60

Res. No. 2387

YAVAPAI COUNTY

By Ben Feltmeyer

Chairman, Board of
Supervisors

ATTEST:

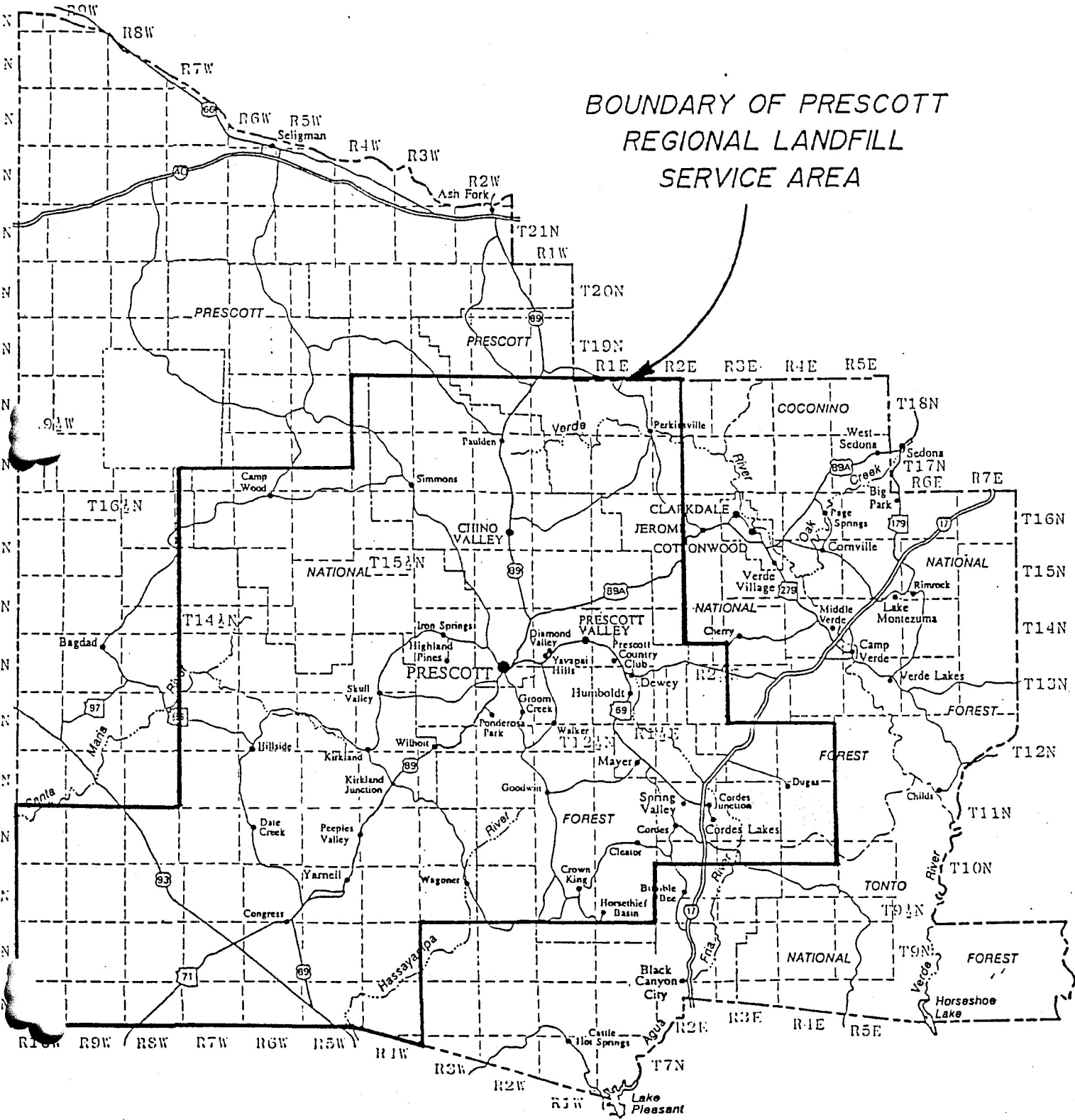
Ann-Ramie Aiss
County Clerk

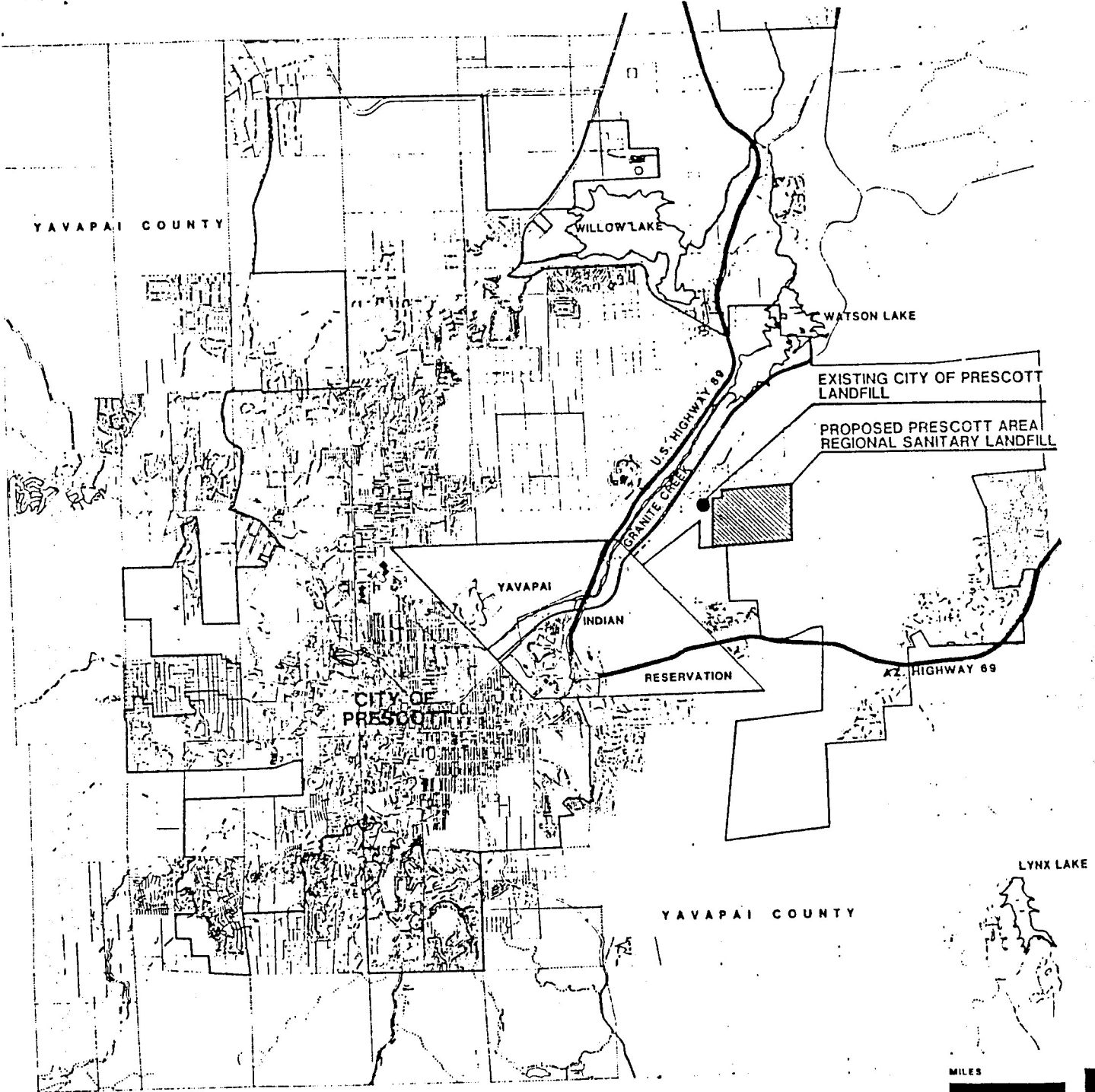
Pursuant to A.R.S. §11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

M. Randolph Schurr
M. RANDOLPH SCHURR
Deputy County Attorney

YAVAPAI COUNTY

BOUNDARY OF PRESCOTT
REGIONAL LANDFILL
SERVICE AREA





LOCATION MAP

PRESCOTT AREA REGIONAL SANITARY LANDFILL

MILES



RESOLUTION NO. 3245

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING RESOLUTION NUMBER 2387 BY AMENDING THE INTERGOVERNMENTAL AGREEMENT APPROVED THEREIN TO ALLOW FOR AN EASEMENT FOR THE 69/89 CONNECTOR ROAD.

WHEREAS, the City Council, on the 14th day of May, 1991, passed Resolution No. 2387, which approved an Intergovernmental Agreement between the City of Prescott and Yavapai County for the operation and ownership of the Prescott Area Regional Landfill; and

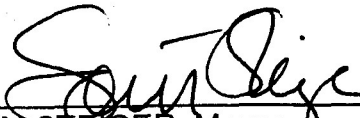
WHEREAS, the parties do now wish to amend that IGA to allow for an easement across said property for the 69/89 Connector Road.

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

SECTION 1. THAT, the Intergovernmental Agreement between the City of Prescott and Yavapai County, as adopted pursuant to Resolution Number 2387, is hereby amended as set forth in Exhibit "A", attached hereto and made a part hereof.

SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute any and all documents on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the foregoing.

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



SAM STEIGER, Mayor

ATTEST:

APPROVED AS TO FORM:



MARIE L. WATSON, City Clerk



JOHN R. MOFFATT, City Attorney

THIS IS A CONFORMED COPY OF INSTRUMENT.
RECORDED ON DATE 3-29-00 TIME 8:49
IN BOOK 3742 PAGE 839
PATSY JENNEY-COLON, RECORDER
Michele B. M. ... DEPUTY

CITY OF PRESCOTT/YAVAPAI COUNTY
INTERGOVERNMENTAL AGREEMENT
PRESCOTT AREA REGIONAL LANDFILL
AMENDMENT NUMBER 1

WHEREAS the parties entered into a certain IGA for the joint ownership and operation of the Prescott Area Regional Landfill, as recorded in Book 2358 at Pages 768 through 777, records of the Yavapai County Recorder (hereinafter referred to as the "IGA"); and

WHEREAS the parties acknowledge that the construction of a connector road across certain property owned jointly by the City and the County will increase the value of the Property, thereby benefiting both of the parties hereto; and

WHEREAS the parties do now wish to amend the foregoing IGA.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, 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 the IGA is hereby amended by adding a new Paragraph 10(d) thereto, to read as follows:

"10. (d) That notwithstanding anything to the contrary herein, the County hereby agrees to convey, at no cost to the City, any necessary right of way along or through the Prescott Area Regional Landfill which may be reasonably required by the City for the construction of the

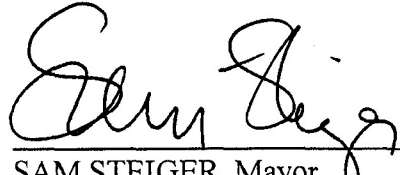
69/89 Connector Road."

2. That the IGA is hereby amended by adding a new Paragraph 10(e) thereto, to read as follows:

"10. (e) That in the event that the construction of the 69/89 Connector Road and related improvements, said improvements to include the provision of access to all utilities (excluding sewer) to property adjacent to the 69/89 right of way, is not completed by March 1, 2002, an interest in right of way conveyed by the County to the City pursuant to Paragraph 10(e) of this Agreement shall revert to the County; provided, however, that in the event that there are delays caused by litigation beyond the control of the City, the City must complete construction within thirty (30) months of the final completion of that litigation."

3. That except as amended herein, the IGA remains in full force and effect.

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



SAM STEIGER, Mayor

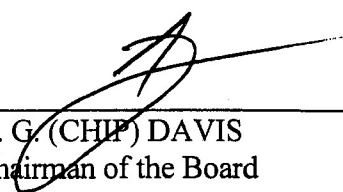
ATTEST:



MARIE L WATSON
City Clerk

#91-060A

PASSED, APPROVED AND ADOPTED by the Yavapai County Board of Supervisors this 6th day of March, 2000.


A. G. (CHIP) DAVIS
Chairman of the Board

ATTEST:


BEV STADDON
Clerk of the Board

Pursuant to A.R.S. Section 11-952(D), 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 this State to the City of Prescott.


JOHN R. MOTTITT
City Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.


DAVID S HUNT
Deputy County Attorney

RESOLUTION NO. 2367

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR THE DESIGN, CONSTRUCTION AND OPERATION OF A PRESCOTT REGIONAL TRANSFER STATION, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS DEEMED NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, the City of Prescott must design, construct and operate a regional transfer station for the collection of its refuse; and

WHEREAS, it would be in the best interests of the City to enter into a cross sharing agreement with Yavapai County for the design, construction, and operation of a regional transfer station; and

WHEREAS, the City of Prescott is authorized to enter into the attached agreement pursuant to A.R.S. Section 11-952 and Article I, Section 3 of the City Charter.

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

SECTION 1. THAT, the City of Prescott hereby approves the attached Intergovernmental Agreement for the Operation of a Transfer Station attached hereto as Exhibit "A", and that the City wishes the above mentioned agreement to be initiated as rapidly as possible.

SECTION 2. THAT, the Mayor and staff are hereby authorized to execute the Intergovernmental Agreement for the Operation of a Transfer Station 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 this 12th day of MARCH, 1991.

Robert C Morgan
ROBERT C. MORGAN, Mayor

ATTEST:

Marie L. Watson
MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:

John R. Moffitt
JOHN R. MOFFITT
City Attorney

When recorded, mail to:

Board of Supervisors



This is a conformed copy of Instrument
Recorded in Book 2343 Page 336-345
Date 4/1/51 Time 10:15
PATSY C. JENNEY, RECORDER
Dana Yaw DEPUTY

This space reserved for:

CAPTION HEADING: PRESCOTT REGIONAL TRANSFER STATION
INTERGOVERNMENTAL AGREEMENT

(THIS FORM FOR RECORDER'S USE ONLY)

#91-30

PRESCOTT REGIONAL TRANSFER STATION
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this 25th day of March, 1991, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, as follows:

WITNESSETH that:

WHEREAS, YAVAPAI COUNTY and the CITY OF PRESCOTT presently own and operate sanitary landfills within the area known as the Prescott Regional Landfill Area as attached as "Exhibit A" to this Agreement; and,

WHEREAS, said sanitary landfills are near capacity and alternate methods for transfer and disposal of solid waste are in the best interests of the citizens within the Prescott Regional Landfill Area;

IT IS THEREFORE AGREED:

1. The CITY OF PRESCOTT shall prepare the necessary bid documents, award the bids and administer any contracts necessary for the design, construction, and lease purchase of a solid waste transfer station, including scales and fee collection stations. Said transfer station shall be located on CITY OF PRESCOTT land in the proximity of its existing landfill, and shall be designed to accept loads of solid waste for transfer into bulk load vehicles. The final design of the solid waste transfer station shall be mutually approved by staff of the County and City. In the event that the regional transfer station

is located at a site other than at the Sundog Ranch, the parties hereto shall mutually agree on a new location.

2. The CITY OF PRESCOTT shall provide for the operation of the Prescott Regional Transfer Station and shall collect all transfer station access fees as may be provided for in this Agreement.

3. (a) The CITY OF PRESCOTT shall prepare all necessary bid documents, award the bids, and administer any contracts necessary for the hauling of all solid waste collected at the Prescott Regional Transfer Station to a designated sanitary landfill.

(b) The parties acknowledge that the initial designated sanitary landfill shall be the Northwest Landfill located in Maricopa County.

4. The CITY OF PRESCOTT shall establish an enterprise fund which shall consist of all fees collected from the Prescott Regional Transfer Station. YAVAPAI COUNTY shall have the right to review all transactions and records of the enterprise fund upon reasonable notice.

5. YAVAPAI COUNTY and the CITY OF PRESCOTT shall mutually agree on the access fee to be charged at the Prescott Regional Transfer Station in an amount sufficient to pay those items listed in Subparagraphs A and B below. The access fees charged to residents of the unincorporated area of YAVAPAI COUNTY which constitutes Yavapai County's service area, as is delineated on the map attached hereto as Exhibit "A", and the residents of the CITY OF PRESCOTT shall be equal. All access fees and other

fees paid to the transfer station shall be placed in the enterprise fund, which shall be used to pay for the following costs:

- a. The hauling costs specified in Paragraph 3 of this Agreement, including any fee charged by the designated sanitary landfill.
- b. All costs related to the operation and maintenance of the Prescott Regional Transfer Station, including lease purchase payments.
- c. In the event that there are funds in excess of those necessary to pay the costs of (a) and (b) above available in the enterprise fund, those excess funds shall be used towards the costs of land acquisition, design, development and other expenses related to the Prescott Area Regional Landfill, including reimbursement of funds previously expended for said purpose. The distribution shall be made in the same proportion as the entity contributed toward the initial expense. In the event that any initial contributions are required of the parties, the parties hereto agree that the CITY OF PRESCOTT will contribute sixty-five percent (65%) of any initial expenses and YAVAPAI COUNTY shall contribute thirty-five percent (35%) of any initial expenses.
- d. In the event that after payment for those items listed in Paragraphs 5(a) through 5(c) above,

there are remaining monies in the enterprise fund, said monies shall remain in that enterprise fund in order to provide closure costs and monitoring funds for both the Prescott Regional Transfer Station as well as the Prescott Area Regional Landfill.

- e. The parties hereto may, by mutual agreement, agree on increasing the access fee to be charged at the Prescott Regional Transfer Station in order to cover the costs as set forth in (c) and (d) above, as well as to offset any other reasonable costs in the operation and/or maintenance of the Prescott Regional Transfer Station and Prescott Area Regional Landfill.

6. In the event insufficient funds are available in the enterprise fund for the purposes specified in this Agreement, the parties shall pay to the fund the amount necessary to provide for the expense of the fund within fifteen (15) days of receipt of notice that the funds are required. The parties further agree to adjust the access fees in this event to raise sufficient funds in order to continue to operate the transfer station without the necessity of either party contributing to the cost of said operation and maintenance. YAVAPAI COUNTY shall pay thirty-five percent (35%) of the amount needed, and the CITY OF PRESCOTT shall pay sixty-five percent (65%). The percentage specified in based on the population of the unincorporated portions of the

Regional Landfill Area in relation to the CITY OF PRESCOTT incorporated population as determined by the 1990 National Census. The percentage payment shall be adjusted on July 1st of the fifth (5th) year following the Census based on the most recent population projections provided by the Northern Arizona Council of Governments (NACOG), but said re-adjustment shall not result in a retroactive modification of payments made or obligations already incurred. In addition, other entities with solid waste management responsibilities may be required to contribute to the enterprise fund as a condition of access to the Regional Transfer Station by the entity or its citizens, in an amount mutually agreed to by the parties to this Agreement.

7. All persons and entities allowed access to the Regional Transfer Station shall pay an access fee or other fees which will be established by mutual agreement of the CITY OF PRESCOTT and YAVAPAI COUNTY.

8. The parties hereto acknowledge that title to the property on which the Regional Transfer Station is located is vested in the CITY OF PRESCOTT. In consideration of the CITY OF PRESCOTT allowing YAVAPAI COUNTY to use City property for purposes of a Regional Transfer Station, title to the Transfer station itself, as well as any and all structures and improvements thereon and appurtenances thereto, shall vest in and remain in the City.

9. The parties hereto acknowledge that in the event that there is any contamination or other environmental liability

incurred as a result of the operation of the Regional Transfer Station, that the determination of causation for such contamination may be impossible or impractical to prove. It is therefore agreed by and between the parties that in the event there is any contamination or environmental liability as a result of the operation of the Regional Transfer Station, that the parties hereto shall contribute to any required costs of clean-up, restoration or remediation in the same percentages as computed in accordance with Paragraph 6 at the time such clean-up, restoration or remediation is necessitated.

10. Pursuant to A.R.S. §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 contract on behalf of the CITY OF PRESCOTT is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The CITY OF PRESCOTT further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this contract on behalf of the CITY OF PRESCOTT from any other party to the contract, arising as a result of this contract.

11. Pursuant to A.R.S. §38-511, YAVAPAI COUNTY may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating,

securing, drafting or creating the contract on behalf of YAVAPAI COUNTY is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. YAVAPAI COUNTY 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 YAVAPAI COUNTY from any other party to the contract, arising as a result of this contract.

12. This Agreement shall remain in full force and effect for a term of fifteen (15) years and shall be automatically renewed for successive one (1) year periods thereafter unless written notice of termination pursuant to Council or Board action is delivered to the other party no later than November 1st of the year preceding the desired termination of this Agreement.

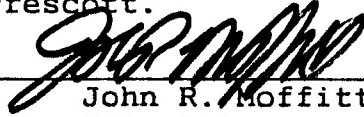
CITY OF PRESCOTT

By Robert C. Morgan
Robert C. Morgan
Mayor

ATTEST:
Marie L. Watson
Marie L. Watson
City Clerk

APPROVED
BY THE COUNCIL
City Clerk Marie L. Watson
Date 3/12/91
Res. No. 2367
#91-30

Pursuant to A.R.S. §11-952(D), the undersigned City Attorney has determined that this 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.



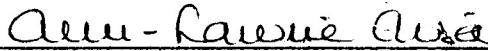
John R. Moffitt
City Attorney

YAVAPAI COUNTY

By 

Chairman, Board of Supervisors

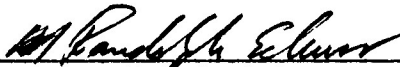
ATTEST:



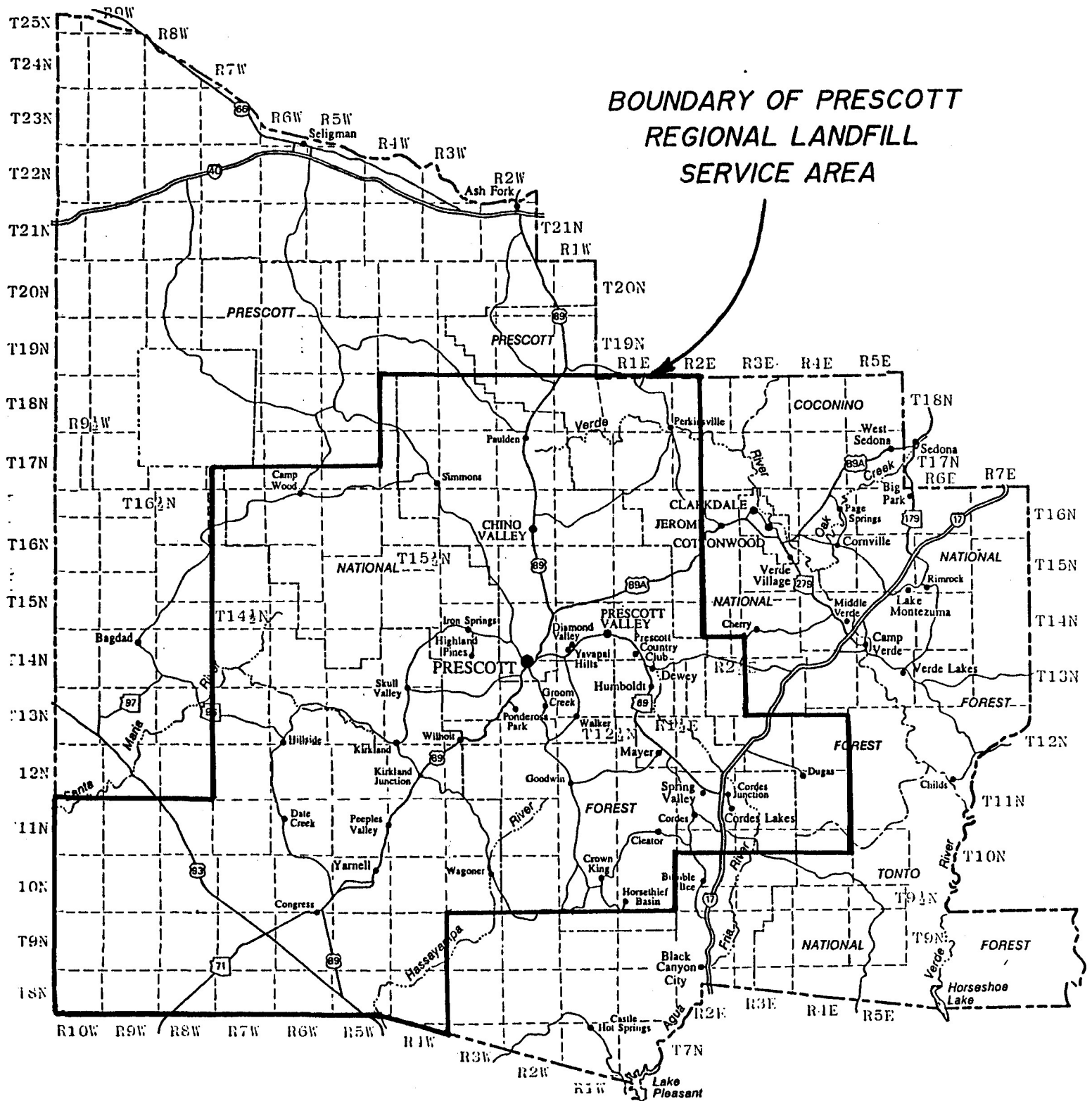
County Clerk

Pursuant to A.R.S. §11-952(D), the undersigned Deputy County Attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

YAVAPAI COUNTY ATTORNEY

By 
M. Randolph Schurr
Deputy County Attorney

YAVAPAI COUNTY



**BOUNDARY OF PRESCOTT
REGIONAL LANDFILL
SERVICE AREA**

EXHIBIT "A"



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: City Clerk

AGENDA ITEM: Approval of City Contract No. 2023-100 a Professional Services Agreement with CivicPlus LLC for Agenda and Meeting Management Software in Total Amount of \$34,146 for Two Years. Funding is Available in the City Clerk Department Fund.

ITEM SUMMARY

This item is for the approval of a Professional Services Agreement with CivicPlus LLC for agenda and meeting management software.

BACKGROUND

The City Clerk's Office currently utilizes PEAK Agenda Software through Granicus. This program has certain limitations and functionality issues that have been causing problems for staff, and due to that the Department began looking at alternative options.

CivicPlus is utilized by a number of similar jurisdictions throughout the Arizona and the US. This new program will alleviate the issues that staff has been dealing with from PEAK and consolidate agenda, minutes, video, board management functions and result in cost savings.

FINANCIAL IMPACT

This contract is for \$18,165 for year one and \$15,981 for a one-year renewal term. Funding is available in the City Clerk Department fund.

Recommended Action:



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **02-14-23**

DEPARTMENT: **Legal**

AGENDA ITEM: Approval of Opioid Settlement Disbursements.

ITEM SUMMARY

This item was discussed at the January 24, 2023, Council Study Session. Discussion focused on whether the City desired to receive the allocated default percentage paid directly to the City of Prescott; or, whether the City preferred to have Yavapai County apply the City's full default allocation to strategies approved by the County Board of Supervisors. Direction was given to staff to prepare the matter for a vote, with the City's preference to receive its allocation directly. Use of the settlement funds will be made through the City's normal budget process and consistent with the allowed uses in the One Arizona Distribution Settlement Memorandum of Understanding.

BACKGROUND

The City of Prescott is a participant in the One Arizona Opioid Settlement Memorandum of Understanding (One Arizona Plan) which allowed the State of Arizona, acting through the Arizona Attorney General, to structure distribution of the opioid settlement funds.

The One Arizona Plan provides Yavapai County Health Department serves as lead agency responsible for distribution of the opioid settlement funds. The City of Prescott is receiving 13.79% of the overall County funding of \$485,585.02 for 2023 and 13.79% of the County portion of \$733,506.95 funding for 2024. At its January 24, 2023, Council meeting, the City discussed the distribution of the opioid settlement funds. Staff was directed to bring the matter back to this Voting Meeting, with a preferred motion indicating the City's desire to receive the allocated default percentage as outlined in the One Arizona Plan paid directly to the City of Prescott.

FINANCIAL IMPACT

The City is entitled to a first-year disbursement (2023) of \$66,962.17. The City is entitled to a second-year disbursement (2024) of \$101,150.61.

Recommended Action:



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: Public Works

AGENDA ITEM: Approval of Multiple Contracts for the City Wide Water Main Replacement Project as Follows: 1) City Contract No. 2023-143 with Kimley Horn for Design Services for Phase 1 in the Amount of \$136,430.00; and 2) City Contract No. 2023-144 with Kimley Horn for Design Services for Phase 2 in the Amount of \$191,015.00. Funding Available in the Water Fund.

ITEM SUMMARY

This item is to approve City Contract 2023-143 with Kimley Horn for Design Services for the City Wide Water Main Replacement Phase 1 project in the Amount of \$136,430.00, and to approve City Contract 2023-144 with Kimley Horn for Design Services for the City Wide Water Main Replacement Phase 2 project in the Amount of \$191,015.00. The location of the projects is shown on the attached vicinity maps.

BACKGROUND

Under the City Wide Water Mains Replacement Program, the City annually budgets funds for the replacement and upgrade of aging and undersized water mains throughout the City's distribution system. Staff has identified several areas that will need to replace and/or install new water mains, and separated these locations into two projects:

- **Phase 1** will include the installation of new water mains and pressure reducing stations to provide much needed redundancy and additional flow capacity for the water quality and fire flow in the Idylwild area west of Thumb Butte Road, which covers Zones 27 and 28. This work will consist of a new pressure reducing station connecting Pressure Zone 48 to Zone 28. This is located along Downer Trail and Sierry Peaks Drive. Then the installation of approximately 1,200 linear feet of 8" water main, at least two (2) fire hydrants connecting the existing 6" water main at the end of Parker Drive and Circle P Drive. Connecting existing water services will be required. Also, the installation of Pressure Reducing Station to control the water feed from Pressure Zone 27 to Pressure Zone 24. This will provide redundancy to Zone 24. Finally, there will be the

removal and new installation of a Pressure Reducing Station along Idylwild Road and Pine Drive. This will control the flow from Pressure Zone 27 and Zone 28.

- **Phase 2** will include replacing undersized, deteriorating water mains on Country Club Circle, Brush Street, Ash Street, and Cherry Drive. Country Club Circle will include approximately 2,000 LF of new 6-inch water main and hydrant replacement. Brush Street will include approximately 500 LF of new 6-inch water main providing redundancy to the system with the addition of fire protection. Ash Street and N. Willow Street will include approximately 390 LF of new 6-inch water main to connect to Western Avenue and Cherry Drive will include approximately 860 LF of new 6-inch water main and the addition of fire protection.

Staff anticipates design for both phases to be completed in September of 2023, with the advertisement and bidding to take place in the Fall and anticipated construction to begin in December, with all work anticipated to be completed within fiscal year 2024.

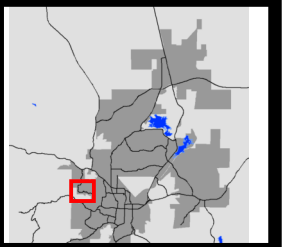
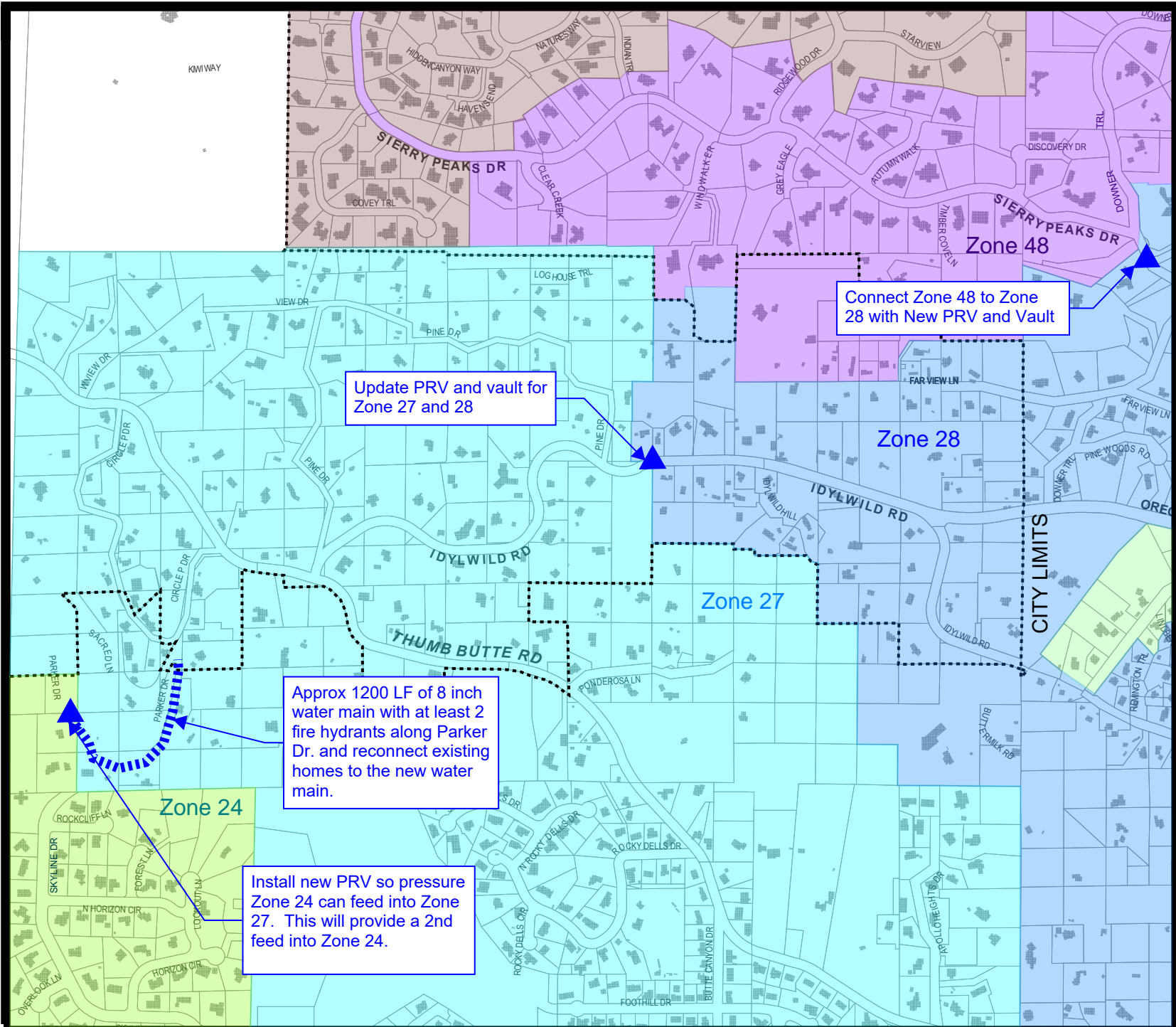
FINANCIAL IMPACT

Funding for this contract is budgeted in FY23 and FY24 from the Water Fund.

Recommended Action:

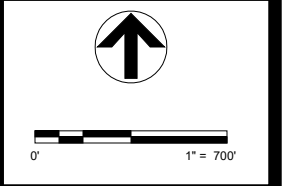
ATTACHMENTS

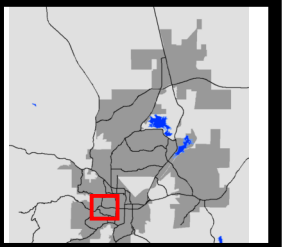
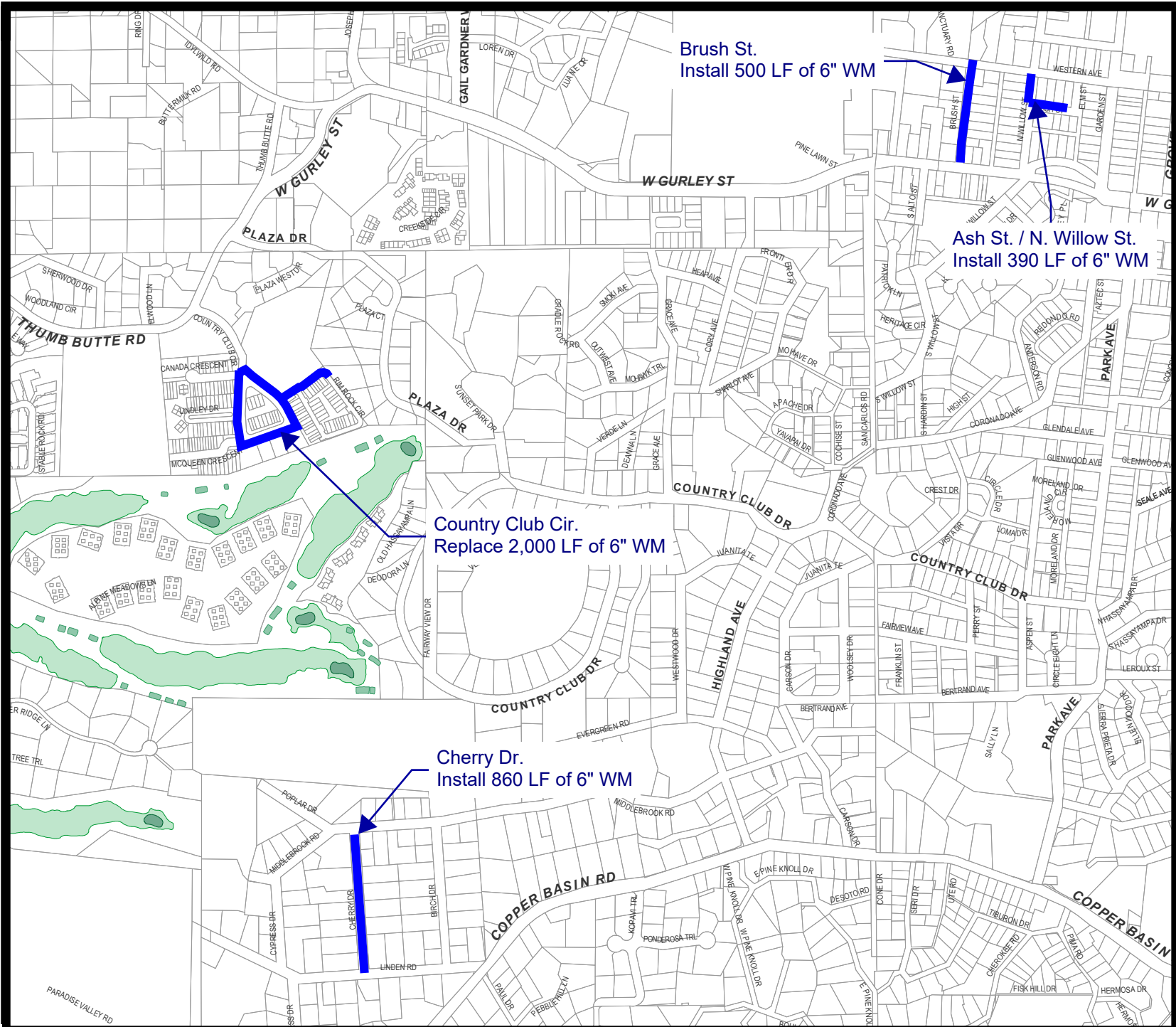
1. [Phase 1 Site Plan.pdf](#)
2. [Phase 2 Site Plan.pdf](#)
3. [2023-01-23_CIP_2210-001_FY 24 City Wide Water Main Replacement Phase 1_Scope_Fee.pdf](#)
4. [2023-01-23_CIP_2210-002_FY 24 City Wide Water Main Replacement Phase 2_Scope_Fee.pdf](#)



City Wide Water Main Replacement Program Phase 1

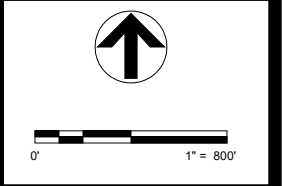
This map is a product of The City of Prescott





City Wide Water Main Replacement Program Phase II

This map is a product of The City of Prescott



January 23, 2023

Mr. John Kuebrich
Project Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Re: **Scope for Professional Consulting Services: FY 2024 City Wide Water Main Replacement Program – Phase 1: Parker Drive PRV and Water Main (CIP: 2210-001)**

Dear Mr. Kuebrich:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to the City of Prescott (City) to provide preliminary/final design, construction documents and post design services for the Small Watermains Project-Parker Drive (Project). This scope of services is presented by Kimley-Horn at the request of the City as part of the On-Call Professional Services Contract.

PROJECT UNDERSTANDING

The Parker Drive portion of the Idylwild Subdivision, west of Thumb Butte Road, is served by a deteriorating undersized waterline. The existing water main will need to be replaced with a new 8-inch Ductile Iron Pipe (DIP) line. The total replacement is approximately 1,200 LF. The addition of fire hydrants and a pressure reducing station is expected within the project limits. Also included within this project is the addition of a second pressure reduce station and the reconstruction of an existing station in the vicinity of Idylwild Subdivision.

The construction for this project is anticipated to be broken down into three phases. The first phase will consist of installing a pressure reducing station along Downer Trail and Sierrypeaks Drive connecting Pressure Zone 48 to 28. The second phase will be the waterline replacement within Parker Drive and Circle P Drive. This phase will also include the pressure reducing station to control the water feed from Pressure Zone 27 to 24 and provide a redundant feed to Zone 24. The final phase will consist of the removal of the existing and installation of a new pressure reducing station along Idylwild Road and Pine Drive. The phasing of construction will be critical to the constructability and maintaining service during construction of the project and will be stipulated within the project special provisions.

The work will also consist of utility mapping, potholing, geotechnical investigation, service tie-ins, roadway regrading and public relations.

The goal of this project is to provide a new water main and PRV stations that will provide much needed redundancy and additional flow capacity for the water quality and fire flow for the Idylwild area which covers Pressure Zone 27 and 28.

Scope of Services

Field Services, Project Management, Preliminary Plans, Construction Plans, and Post Design services will be provided as described below.

Task 1: Project Management and Coordination

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
 - Progress and Comment Resolution Meetings (4) held to coincide with the 15%, 30%, 60%, and Pre-Final (90%) plan submittals
- Project Site Visit and Site Walk
- Project Schedule. This includes submitting a detailed project schedule outlining major tasks and preliminary submittal dates with City review time, as part of this scope and monthly project schedule update highlighting any changes to the approved project schedule.
- Utility Research and Coordination. This includes notification and coordination with Private Utility Companies, including power, at the project site. Utility companies will be provided plans for comment at the 60% submittal. Utility Clearance Letters will be obtained prior to the 100% sealed plan submittal. Kimley-Horn will create a utility base map to be used during the Design Phase. Utility Potholing is included in Task 7 – Potholing.
- Regular coordination with the project team.

Design Deliverables of the Project Scoping Report

1 - Project Kick-Off Meeting

2 - Design Schedule

9 - Utility Research and Coordination

14 – Regulatory Agency Review

16 - Pre-Final (90%) Design Meeting

24 - Meeting minutes

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 the 15% Conceptual Plans and 30% Preliminary Design Report and Preliminary Construction Cost Estimate with 30% Preliminary Plans.

15% Conceptual Plans

Kimley-Horn will provide a set (up to 2) of 15% Conceptual Plans to review alignment alternatives based on data collection and initial topographic survey with the City. Kimley-Horn will meet with the City to discuss each alternative and provide alternate design considerations to determine how to proceed to 30% Preliminary Plans.

The 30% Preliminary Design

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

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

- Cover Sheet (1)
- General Notes
- Waterline Plans (No profile) (4 sheets @ 20 scale)
- Pressure Reducing Station Details

Cost evaluation will also be provided at this stage. In addition to the above 30% Preliminary Plans will identify necessary easements which require descriptions (Task 5).

Design Deliverables of the Project Scoping Report

6 - 15 % Conceptual Plans

7 - 30% Preliminary Design Report and Preliminary Construction Cost Estimate

11 - Preparation of Preliminary 30% Design

TASK 3: FINAL CONSTRUCTION DOCUMENTS

Kimley Horn will use the Maricopa Association of Government (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).

Kimley Horn will produce Construction Documents that will include the followings sheets:

- Cover Sheet (1)
- Legend & Notes Sheet (1)
- Detail Sheets (3)
- Pressure Reducing Station Detail Sheets (3)
- Geometric Control Sheet (1)
- Water Line Plan and Profile Sheets (4)
- Erosion Control Sheets (2)

Design Deliverables of the Project Scoping Report

12 – Preparation of Design Development (60%) Plans

13 – Preparation of Draft-Final (90%) Plans, Specifications, and Estimate for Submittal to City and Utility Companies

18 – Preparation of Final (100%) Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate.

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

- Bid Schedule
- Sealed Design Report
- Electronic Versions (AutoCAD, PDF, Word and Excel)

Kimley Horn will prepare Special Provisions and Opinion of Probable Cost at the following milestone submittals; Preliminary (60%), Pre-Final (90%) and Final (100%) submittal. At these submittals, Kimley Horn will provide the following documents to the City as an electronic pdf.

- Engineer's Opinion of Probable Cost
- Special Provisions
- Bid Schedule

TASK 4: POST DESIGN SERVICES

Kimley-Horn will provide Post Design Services for the bidding phase of the project. Construction Phase Services will be provided by separate contract.

- Kimley Horn will respond to reasonable and appropriate contractor requests for information (RFIs) during the bidding process. Kimley Horn will issue necessary clarifications and interpretations of the Construction Documents as appropriate.
- Kimley Horn will attend the Construction Pre-Bid Meeting and Pre-Construction Meeting.
- Up to 24 hours of professional services will be provided during this task.

Design Deliverables of the Project Scoping Report

19 – Construction Pre-Bid Meeting

20 – Pre-Construction Meeting

Design Deliverables NOT INCLUDED IN THIS SCOPE OF WORK

21 – Monthly Progress Meetings

22 – Benchmarks

23 – Provision of Post-Design Consultation Services

24 – Record Drawings

25 – Meeting Minutes

TASK 5: EASEMENT LEGAL DESCRIPTIONS AND MAP/DRAWINGS

Kimley Horn will prepare legal descriptions and maps for the acquisition of additional easements (temporary construction or permanent) required to construct the proposed improvements. For the purpose of this proposal Kimley-Horn has estimated that six (6) properties will require temporary construction easements. A 20-foot-wide permanent waterline easement will be created for the reconstructed waterline for the length of the project outside of City right-of-way.

Design Deliverables of the Project Scoping Report

15 – Preparation of Easement Legal Descriptions and Map/Drawings

FIELD SERVICES

TASK 6: TOPOGRAPHIC AND RIGHT OF WAY SURVEY

Topographic Survey

Kimley-Horn will prepare topographic survey for the project location. Kimley-Horn 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.

Design Deliverables of the Project Scoping Report

4 – Survey

5 – Survey Monument Preservation and Perpetuation

15 – Preparation of Easement Legal Descriptions and Map/Drawings

SUBCONSULTANT SERVICES

TASK 7 – POTHOLING

The Kimley-Horn subconsultant will provide utility potholing for up to 12 locations throughout the project site. This task includes surveying the pothole locations and depths. The pothole list will be based on utilities identified during the 30% Design Phase. See Full Scope of Services included in Appendix A.

Design Deliverable of the Project Scoping Report
 8 – Utility Potholing

TASK 8: GEOTECHNICAL INVESTIGATION AND REPORT

The Kimley-Horn subconsultant will provide a geotechnical report based on investigation of subsurface conditions through the project limits. It is anticipated to require 5 borings up to 8 feet deep to complete the investigation. See Full Scope of Services included in Appendix A.

Design Deliverable of the Project Scoping Report
 10 – Geotechnical Investigation and Recommendations

TASK 9: PUBLIC RELATIONS

The Kimley-Horn subconsultant will provide Public Meeting Services for the meeting to be advertised and held at the 60% design phase. See Full Scope of Services included in Appendix A.

Design Deliverables of the Project Scoping Report
 3 – Public Meetings
 17 – Final Concept Stakeholder/Public Meeting

TASK 10: ALLOWANCES

OWNERS ALLOWANCE

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

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.

- Construction Administration
- Supplemental Topographic Survey
- Offsite Drainage
- Landscape/Irrigation Design
- Traffic Engineering

SCHEDULE

The Milestone Dates listed below are preliminary and subject to change. Kimley-Horn will make every effort to meet the schedule on the following page.

<u>Milestone</u>	<u>Date</u>
Project Notice to Proceed	February 2023
Survey Complete	March 2023
Preliminary Design Report Complete	March 2023
30% Preliminary Design Plans Complete	April 2023
Geotechnical Investigation Complete	April 2023
60% Design Plans Complete	June 2023
Public Meeting	July 2023
90% Design Plans Complete	August 2023
ROW/Easements Complete	September 2023
100% Plans, Specs, Estimates Complete	September 2023

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 thru 9 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	\$20,140
Task 2 Preliminary Plans	\$21,220
Task 3 Final Construction Documents	\$42,480
Task 4 Post Design Services	\$4,360
Task 5 Easements and Exhibits	\$7,920
Task 6 Topographic Survey	\$6,500
Task 7 Utility Potholing	\$11,835
Task 8 Geotechnical investigation/Report	\$3,500
Task 9 Public Relations	\$7,975
Total Lump Sum Labor Fee	\$125,930
Direct Costs	\$500
Total Lump Sum Labor Fee	\$126,430
Allowances	
Owners Allowance	\$10,000
Total Including Allowances	\$136,430

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.



James Warne, 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	112	\$ 210.00	\$ 23,520
Sr. Project Engr	120	\$ 190.00	\$ 22,800
Project Engr/Sr. Designer	86	\$ 160.00	\$ 13,760
Engr/Designer	192	\$ 120.00	\$ 23,040
Technician/Drafter	130	\$ 100.00	\$ 13,000
Administrative	-	\$ 95.00	\$ -
	640 Hours		

Subtotal Kimley-Horn Design Base Fee \$ 96,120

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Survey	\$ 6,500	
Potholing	\$ 11,835	
Geotechnical	\$ 3,500	
Public Relations	\$ 7,975	
	Subtotal Estimated Outside Services	\$ 29,810

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	\$ 500	
	Subtotal Estimated Expenses	\$ 500

ALLOWANCES

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

TOTAL PROJECT COST

\$ 136,430



 Consultant Firm Signature

01/23/2023

 Date

City of Prescott
FY 2024 City Wide Water Main Replacement Program - Phase 1: Parker Drive PRV and Water Main
Fee Proposal

		PM	Sr. Engr.	PE/Sr. Des	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	SUBTOTAL	\$ 210.00	\$ 190.00	\$ 160.00	\$ 120.00	\$ 100.00	\$ 95.00	
1. Project Management/Coordination	\$ 20,140.00	34	32	16	28	10	-	120
Project Kick off Meeting	\$ 1,920.00	4	4	2				10
Project Schedule	\$ 1,160.00	4		2				6
Public Meeting	\$ 2,200.00	4	4			6		
Internal Coordination	\$ 1,880.00	4		4		4		12
QA/QC	\$ 3,880.00	4	16					20
Progress and Comment Resolution Meetings (4 Mtgs)	\$ 3,440.00	8		8	4			20
Site Walk	\$ 1,860.00		6		6			12
Field Verification of Existing Utilities	\$ 480.00				4			4
Utility Conflict Review, Coordination & Clearance Letters	\$ 1,140.00	2			6			8
Utility Coordination Meetings (1 Meetings)	\$ 660.00	2			2			4
Regulatory Agency Submittal - Approval to Construct	\$ 1,520.00	2	2		6			
2. Preliminary Design	\$ 21,220.00	16	30	12	52	40	-	150
2.1 Conceptual 15% Plans and Alternatives Memorandum	\$ 5,940.00	4	2	6	18	16	-	46
Waterline Alignment Alternatives	\$ 3,340.00		2	2	12	12		28
Memorandum	\$ 2,600.00	4		4	6	4		18
2.2 Preliminary 30% Plans and Design Report	\$ 15,280.00	12	28	6	34	24	-	104
Cover Sheet	\$ 480.00				4			4
General Notes	\$ 480.00				4			4
Waterline Plan (4 Sheets)	\$ 5,880.00	4	8		16	16		44
Pressure Reducing Station Details	\$ 2,060.00		2	6	6			14
Preliminary Design Report	\$ 4,680.00	4	16			8		28
Quantity/Estimate	\$ 1,700.00	4	2		4			10
3. Final Construction Documents	\$ 42,480.00	34	54	46	86	74	-	294
Cover Sheet	\$ 1,100.00	2			4	2		8
Legend and Notes	\$ 1,260.00		2	4	2			8
Detail Sheets (3 Sheets)	\$ 2,380.00		2		10	8		20
Pressure Reducing Station Plan and Details (3 Sheets)	\$ 6,720.00	4	12	6	12	12		46
Geometric Control Sheet	\$ 1,500.00		2		6	4		12
Waterline Plan and Profiles (4 Sheets)	\$ 13,320.00	12	8	16	36	24		96
Drainage Memorandum	\$ 1,660.00	2	4		4			10
Erosion Control Sheets (2)	\$ 1,460.00		2		4	6		12
Final Design Report	\$ 4,840.00	4	8	8		12		32
Milestone Submittal Preparation	\$ 1,660.00	2		4		6		12
Quantities/Estimate	\$ 2,140.00	2	4		8			14
Specifications	\$ 4,440.00	6	10	8				24
4. Post Design Services	\$ 4,360.00	8	4	12	-	-	-	24
Pre Bid Meeting	\$ 1,120.00	2	2	2				6
Pre Construction Meeting	\$ 800.00	2	2					4
Addendum/Request For Information	\$ 2,440.00	4		10				14
5.Easements and Exhibits	\$ 7,920.00	20	-	-	26	6	-	26
Legal Descriptions & Exhibits TCE (6 Locations)	\$ 4,020.00	10			16			26
Waterline Easement (Entire Project)	\$ 2,880.00	8			10			18
Topo Survey Processing	\$ 1,020.00	2				6		8
SUBTOTAL DIRECT LABOR	\$ 96,120.00	112	120	86	192	130	-	614
SUBCONSULTANTS TASKS								
6. Topo Survey and Right-of-Way	\$ 6,500.00							
Control, Topo Survey, & Existing Right-of-Way	\$ 6,500.00							
7. Utility Potholing	\$ 11,835.00							
Utility Potholes (10 total)	\$ 11,835.00							
Traffic Control/barricades	\$ 300.00							

City of Prescott
FY 2024 City Wide Water Main Replacement Program - Phase 1: Parker Drive PRV and Water Main
Fee Proposal

		PM	Sr. Engr.	PE/Sr. Des	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	SUBTOTAL	\$ 210.00	\$ 190.00	\$ 160.00	\$ 120.00	\$ 100.00	\$ 95.00	
8. Geotechnical Investigation/Report	\$ 3,500.00							
Geotechnical Investigation/Report	\$ 3,500.00							
9. Public Relations	\$ 7,975.00							
Public Meeting	\$ 7,975.00							
SUBTOTAL SUBCONSULTANT TASKS	\$ 29,810.00							
DIRECT EXPENSES								
Misc. Expenses	\$ 500.00							
ALLOWANCE								
Owners Allowance	\$ 10,000.00							
CONTRACT TOTAL	\$ 136,430.00							

James Warne, P.E.
Kimley-Horn
201 N. Montezuma, Suite 206
Prescott, AZ 86301
James.Warne@kimley-horn.com

VIA E-MAIL

**Re: Subsurface Utility Engineering Services
City of Prescott Small Water Main Parker Drive**

Dear Mr. Warne:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for professional Subsurface Utility Engineering (SUE) services associated with the project referenced above. This proposal is based on information sent via email by you on 11/15/2022. The proposed Scope of Services, Schedule, and Basis of Compensation are outlined below.

Project Limits

The proposed SUE services will be performed on Parker Drive, Prescott, AZ, and two remote locations on Idylwild Rd. and one on Downer Trail as shown in exhibit provided by Kimley Horn and Associates.

Scope of Work

CobbFendley has developed the following scope of work for this project. This scope may be modified, with Client concurrence, during the performance of the field work, if warranted by field conditions. For this project, CobbFendley will provide:

Subsurface Utility Engineering

CobbFendley will perform the SUE services required for this project in general conformance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are defined in cumulative order (least to greatest) as follows:

- Quality Level D (QL "D") – Also known as "records research", this quality level provides information derived from existing records and/or oral recollections. Utilities are mapped from an interpretation of the available records.
- Quality Level C (QL "C") – Also known as "surface visible feature survey", QL "D" information is correlated with information obtained by surveying visible above-ground utility features (e.g. valves, hydrants, meters, manhole covers, poles).
- Quality Level B (QL "B") – Also known as "designating", this quality level provides the two-dimensional (x, y) position of subsurface utilities within approximately one-foot accuracy. The application and interpretation of non-destructive surface geophysical methods are used to record and mark the location of utilities on the surface which are then surveyed and mapped to the to the project coordinate system.
- **Quality Level A (QL "A")** – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) location and characterization information (e.g. size, material, condition) at critical locations. Non-destructive vacuum excavation equipment is used to expose the utility at specific points which are then surveyed and mapped to the to the project coordinate system.

SUE Level A: Locating

Test holes will be performed where the vertical location of existing underground utilities is critical. The Client will identify the test hole locations based on their conflict analysis. CobbFendley will assist with the final test hole placement to limit impacts to traffic and local businesses/residents. **A total of 12 test holes are included in this proposal.** A detailed description of our test hole services is provided below:

Prior to beginning field locating activities, CobbFendley's field manager will contact the applicable "One Call" agency and coordinate with utility owner inspectors as may be required by law or utility owner policy. Once these initial tasks are complete, the field manager and technicians will begin locating the utilities at the specified locations. Any pavement present will be neatly cut and removed, such that the cut does not exceed 0.10 square meters (1.076 square feet), unless unusual circumstances exist. Soil will then be safely removed using vacuum excavation techniques in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Once the subject utility is exposed, CobbFendley technicians will measure and record following data:

- Utility facility type and configuration;
- Utility facility material(s);
- Utility facility condition;
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems;
- Coating/wrapping information and condition;
- Elevation to top and bottom of utility;
- Elevation of existing grade over utility;
- Horizontal location;
- Pavement thickness and type, if present;
- Any unusual circumstances or field conditions.

Once data collection is complete, CobbFendley technicians will furnish and install a permanent above ground marker directly above center line of the utility facility. This marker will serve as a reference point to tie the vertical and horizontal location of the test hole to the project coordinate system and elevation datum. Each excavation will then be backfilled with native material, compact by mechanical means, and pavement/surface material restored. CobbFendley will also provide complete restoration of the surrounding work site and/or landscape to equal or better condition than before excavation.

CobbFendley is responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, Client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action is satisfactory.

CobbFendley will perform all surveying that is required for collection of location and elevation data at each test hole. A minimum of two benchmarks will be utilized. Elevations will be taken within an accuracy of 1-inch (2.54-cm) unless a more precise tolerance is specified.

Services to be provided by Kimley-Horn

The Client shall furnish the following information, as available, at no cost to CobbFendley:

1. Provide plans showing the project limits, alignment, benchmarks, project control data, profile, cross section

information and test hole locations (if applicable).

2. Lists of utility and/or agency contact persons, if known.
3. Other available utility information or assistance as appropriate.
4. Provide utility line style and symbology CAD Standards, if desired.

Schedule

For QL “A” test holes within the city Right of Way, a city permit will be required. Once the permit has been obtained the QL “A” test hole field work is estimated to be completed within 3 working days. The QL “A” deliverables can be submitted within Five (5) working days after the survey has been completed.

Basis of Compensation

CobbFendley will invoice QL “A” services based on the actual number of test holes performed. Final invoicing will include all applicable reimbursable expenses. The total estimated fee to complete the scope of work describe herein is **Eleven Thousand Eight Hundred and Thirty Five Dollars and NO/100 (\$10,515.00)**.

SUE Level A - City of Prescott: Water Main Parker Drive

Classification	Rate	Unit	Quantity	Cost
Project Manager	\$195.00	Hour	5	\$975.00
CAD Technician (SUE Report & Summary)	\$90.00	Hour	12	\$1,080.00
1-Person Survey Crew*	\$105.00	Hour	8	\$840.00
Equipment & Crew Mobilization / Site Setup	\$1,000.00	Each	1	\$1,000.00
Utility Potholes*				
0-8 feet deep (outside pavement)	\$600.00	Each	9	\$5,400.00
0-8 feet deep (in pavement)	\$650.00	Each	3	\$1,950.00
Roadway Restoration - Aqua Patch Asphalt	\$70.00	Each	3	\$210.00
Pea Gravel Base Backfill	\$40.00	Each	2	\$80.00
Direct Expenses				
Traffic Control / Barricades	At Cost +10%	Day	1	\$300.00

Subtotal for Personnel	\$3,895.00
Subtotal for Utility Test Holes	\$7,640.00
Subtotal for Direct Expenses	\$300.00

TOTAL \$11,835.00

Assumptions

- Survey effort associated with collecting SUE surface markings is included in the fees shown above.
- Test holes in the City of Prescott Right of Way. will be backfilled with pea gravel and pavement cores restored using Utilibond™.
- Any Right of Way permits required will be “no cost”. Any fees required for permitting will be considered reimbursable expenses.

We look forward to working with you on this project. If this proposal is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact me at 480-239-7648.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

David Harmon
SUE Project Manager



ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Street ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: 11/28/2022

Job No.

Client: Kimley-Horn

Phone: (928) 458-7126

Client Address: 101 West Gurley Street, STE 303
Prescott, AZ 86303

Email: James.Warne@Kimley-Horn.com

Authorized Representative or Person to Contact: James Warne, P.E.

Type of Organization: Corporation

Person Authorized to Order, Schedule or Request Work: Same

DESCRIPTION OF WORK ORDER: This "proposal-Work Authorization" constitutes the express authority given to Engineering & Testing Consultants, Inc. (ETC), by the above named client to do the following described work:

PARKER DRIVE PROJECT: Geotechnical Exploration. ETC will perform five (5) borings to a depth of 6 to 7 feet, or to auger refusal. ETC will provide utility location and traffic control for the borings. The purpose of the borings is to determine general subsurface soil/rock conditions, and to collect soil samples for laboratory testing. A final report will be prepared with a description of the subsurface soils encountered, results of laboratory testing, and recommendations for site grading, utility backfill, and chip seal pavement. If desired, seismic refraction survey lines can be added for more thorough exploration of subsurface rock conditions along the proposed alignment.

The Geotechnical Engineering report will be provided for a lump sum fee as shown below. Any other requested services for construction observation and testing will be provided on an hourly and unit cost basis per the attached fee schedule.

All work to be performed by Engineering & Testing Consultants, Inc., or by its subcontractors, shall be done subject to the conditions and limitations set forth on the following pages hereof, and Client agrees that the conditions, terms, agreements, and limitations on the following pages hereof are hereby incorporated by reference and are part of this agreement.

The above named Client agrees to pay Engineering & Testing Consultants, Inc., for the described work on the basis of compensation noted below and subject to the terms and conditions listed on the following pages hereof and on any other documents attached hereto which are checked above as having been provided and reviewed.

FEE BASIS: Lump Sum (Fixed Fee)

For any work done on an hourly, unit price, and for which an estimated fee and/or estimate of expense and cost is stated, it is agreed by the client that the fee, expense, and/or costs as stated is intended to be an estimate only and shall not be construed as a lump sum, fixed, or maximum fee to be charged by Engineering & Testing Consultants.

ESTIMATE: \$ 3,500.00

SCHEDULE: Start Date: Upon receipt of signed contract Completion Date: Approx. 6 weeks from start

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____ ENGINEERING & TESTING CONSULTANTS

By _____ By James Warne
Authorized Representative

Date _____

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona St., Prescott, AZ 86301

November 16, 2022

Mr. James Warne, P.E.
 Kimley-Horn and Associates
 201 North Montezuma, Suite 206
 Prescott, AZ 86301

Submitted via e-mail to james.warne@kimley-horn.com

Re: Parker Drive Water Main Replacement Project - Cost Quote for Public Involvement Services

Mr. Warne:

Beta Public Relations (BetaPr) respectfully submits this Public Involvement Services cost quote for the Parker Drive Water Main Replacement Project. The project consists of design work to replace the water main along Parker Drive, as well as replace and install new pressure reducing stations in the surrounding area. Due to the eventual benefits and potential impacts to area stakeholders, public involvement is important to managing perception of the project.

BetaPr has developed a comprehensive approach to public outreach and notification for the Prescott community based on the Public Involvement Deliverables in the Project Scoping Report. Outlined below are the tasks associated with the project and estimated cost. If necessary, we can adjust our estimate to accommodate any changes to the scope of work.

Project Task	Estimated Cost
<p>Task 1 – Project Notification Flier Design and Production BetaPr will design and produce a project notification flier. The flier will highlight project details, invite stakeholders to attend the scheduled public meeting and provide information on how to stay connected with the project team.</p>	\$1,050.00
<p>Task 2 – Project Notification Flier Mailing The project notification flier will be mailed directly to tenants and property owners along Parker Drive and in the vicinity of each pressure reducing station. Addresses will be generated from the Yavapai County Assessor’s website.</p>	\$300.00
<p>Task 3 – Stakeholder Outreach BetaPr will hand-deliver a project notification flier to each resident along Parker Drive and in the vicinity of each pressure reducing station. We plan to open lines of communication and personally invite stakeholders to attend the community meeting.</p>	\$1,350.00

<p>Task 4 – Progress Meetings and Public Relations Updates BetaPr will attend progress meetings throughout the design phase to coordinate the public meeting effort and provide Public Relations Updates.</p>	\$350.00
<p>Task 5 – Facilitate Public Meeting BetaPr will facilitate a public meeting for the project. The meeting will be held to correspond with the 60% design level to inform area stakeholders of the project. Facilitation includes acquiring a venue, producing meeting materials, assisting with presentations, and meeting set-up and take-down. After the meeting is complete, a public meeting summary will be provided to the team compiling all comments and input received.</p>	\$2,000.00
<p>Task 6 – Project Hotline Maintenance BetaPr will establish and maintain a project hotline. Hotline calls will be answered during the course of design with all comments directed to the project team for resolution, if necessary.</p>	\$575.00
<p>Task 7 – Public Comments Log A Public Comments Log documenting all project hotline calls, project-specific emails received, and the resolution of those inquiries will be maintained and provided to the project team upon request.</p>	\$325.00
<p>Task 8 – eNewsletter Releases and Database Development BetaPr will develop and release an eNewsletter prior to the public meeting. Distribution will include an interested party database generated from prior projects in the vicinity and contacts provided by the Project Team. The project database will be updated to include any new interested party contacts for future eNews communications.</p>	\$600.00
<p>Task 9 – Web Page Updates A digital version of the project notification flier will be developed and provided to the City of Prescott to upload to their existing project-dedicated web page.</p>	\$200.00
<p>Total Estimated Labor Expenses</p>	\$6,750.00

Direct Expenses	Estimated Cost
Printing – 350 pieces* x \$0.50 per piece <i>* Includes mailings, door-to-door distribution, and supplying copies to project team.</i>	\$175.00
Direct mail postage – 240 pieces* x \$0.60 per piece <i>* Includes property owner and tenant addresses generated from the Yavapai County Assessor's website.</i>	\$144.00
Public Meeting Venue Fee	\$250.00
Public Meeting Display Printing – Two 24" x 36" Displays Printed	\$235.00
Digital Marketing Suite* – \$70.00 per month x 6 months <i>* Digital Marketing Suite includes project email address, eNewsletter service and hotline.</i>	\$420.00
Total Estimated Direct Expenses	\$1,224.00

Total Estimated Project Cost \$7,974.00

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Kimley-Horn and Associates to provide effective public relations support for the Parker Drive Water Main Replacement Project.

Sincerely,



Conner Cassens
 Vice President/Sr. Project Manager
 BetaPr

January 23, 2023

Mr. John Kuebrich
Project Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Re: **Scope for Professional Consulting Services: FY 2024 City Wide Water Main Replacement Program – Phase 2: County Club Cir, Brush St, Ash St, and Cherry Dr (CIP: 2210-002)**

Dear Mr. Kuebrich:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to the City of Prescott (City) to provide preliminary/final design, construction documents and post design services for the City Wide Small Water Mains – Phase 2 Country Club Cir, Brush St, Ash St, and Cherry Dr. (Project). This scope of services is presented by Kimley-Horn at the request of the City.

PROJECT UNDERSTANDING

The City of Prescott is seeking to replace undersized, deteriorating water mains throughout the current system. The areas identified in this contract consist of Country Club Circle, Brush Street, Ash Street, and Cherry Drive. These improvements will be grouped together into a single plan set. The anticipated improvements are as follows:

- Country Club Circle - Approximately 2,000 LF of new 6-inch Ductile Iron Pipe (DIP) and hydrant replacement
- Brush Street - Approximately 500 LF of new 6-inch DIP, the addition of hydrants, and possible looped system
- Ash Street/N. Willow Street - Approximately 390 LF of new 6-inch DIP to connect to Western Avenue and hydrant replacement
- Cherry Drive - Approximately 860 LF of new 6-inch DIP and the addition of hydrants.

The work will also consist of utility mapping, potholing, geotechnical investigation, service tie-ins, roadway patching and public relations for each of the sites.

Upon completion, these improvements will reduce operating and maintenance costs to serves this area of the community.

Scope of Services

Field Services, Project Management, Preliminary Plans, Construction Plans, and Post Design services will be provided as described below.

Task 1: Project Management and Coordination

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
 - Progress and Comment Resolution Meetings (4) held to coincide with the 15%, 30%, 60%, and Pre-Final (90%) plan submittals.
- Project Site Visit and Site Walk
- Project Schedule. This includes submitting a detailed project schedule outlining major tasks and preliminary submittal dates with City review time, as part of this scope and monthly project schedule update highlighting any changes to the approved project schedule.
- Utility Research and Coordination. This includes notification and coordination with Private Utility Companies, including power, at the project site. Utility companies will be provided plans for comment at the 60% submittal. Utility Clearance Letters will be obtained prior to the 100% sealed plan submittal. Kimley-Horn will create a utility base map to be used during the Design Phase. Utility Potholing is included in Task 7 – Potholing.
- Regular coordination with the project team.

Design Deliverables from a typical Project Scoping Report

- 1 - Project Kick-Off Meeting
- 2 - Design Schedule
- 9 - Utility Research and Coordination
- 14 – Regulatory Agency Review
- 16 - Pre-Final (90%) Design Meeting
- 24 - Meeting minutes

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 the 15% Conceptual Plans and 30% Preliminary Design Report and Preliminary Construction Cost Estimate with 30% Preliminary Plans.

15% Conceptual Plans

Kimley-Horn will provide a set (up to 2) of 15% Conceptual Plans to review alignment alternatives based on data collection and initial topographic survey with the City. Kimley-Horn will meet with the City to discuss each alternative and provide alternate design considerations to determine how to proceed to 30% Preliminary Plans.

The 30% Preliminary Design

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

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

- Cover Sheet (1)
- General Notes
- Waterline Plans (No profile) (10 sheets @ 20 scale)
- Details depicting the connection to the existing system

Cost evaluation will also be provided at this stage. In addition to the above 30% Preliminary Plans will identify necessary easements which require descriptions (Task 5).

Design Deliverables from a typical Project Scoping Report

6 - 15 % Conceptual Plans

7 - 30% Preliminary Design Report and Preliminary Construction Cost Estimate

11 - Preparation of Preliminary 30% Design

TASK 3: FINAL CONSTRUCTION DOCUMENTS

Kimley Horn will use the Maricopa Association of Government (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).

Kimley Horn will produce Construction Documents that will include the followings sheets:

- Cover Sheet (1)
- Legend & Notes Sheet (1)
- Detail Sheets (4)
- Geometric Control Sheet (2)
- Water Line Plan and Profile Sheets (10)
- Erosion Control Sheets (5)

Design Deliverables of a typical Project Scoping Report

12 – Preparation of Design Development (60%) Plans

13 – Preparation of Draft-Final (90%) Plans, Specifications, and Estimate for Submittal to City and Utility Companies

18 – Preparation of Final (100%) Plans, Specifications, Design Report, Bid Schedule and Engineers Estimate.

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
- Bid Schedule

- Sealed Design Report
- Electronic Versions (AutoCAD, PDF, Word and Excel)

Kimley Horn will prepare Special Provisions and Opinion of Probable Cost at the following milestone submittals; Preliminary (60%), Pre-Final (90%) and Final (100%) submittal. At these submittals, Kimley Horn will provide the following documents to the City as an electronic pdf.

- Engineer's Opinion of Probable Cost
- Special Provisions
- Bid Schedule

TASK 4: POST DESIGN SERVICES

Kimley-Horn will provide Post Design Services for the bidding phase of the project. Construction Phase Services will be provided by separate contract.

- Kimley Horn will respond to reasonable and appropriate contractor requests for information (RFIs) during the bidding process. Kimley Horn will issue necessary clarifications and interpretations of the Construction Documents as appropriate.
- Kimley Horn will attend the Construction Pre-Bid Meeting and Pre-Construction Meeting.
- Up to 24 hours of professional services will be provided during this task.

Design Deliverables of a typical Project Scoping Report

19 – Construction Pre-Bid Meeting

20 – Pre-Construction Meeting

Design Deliverables NOT INCLUDED IN THIS SCOPE OF WORK

21 – Monthly Progress Meetings

22 – Benchmarks

23 – Provision of Post-Design Consultation Services

24 – Record Drawings

25 – Meeting Minutes

TASK 5: SURVEY MAP/DRAWINGS

Kimley Horn will process the survey points and linework to create an existing condition CAD base file. These entities will also be utilized to create the existing ground surface. Any found monuments will be used to create a CAD file representing the existing right of way.

Design Deliverables of the Project Scoping Report

15 – Preparation of Map/Drawings

FIELD SERVICES

TASK 6: TOPOGRAPHIC AND RIGHT OF WAY SURVEY

Topographic Survey

Kimley-Horn will prepare topographic survey for the project location. Kimley-Horn shall contract with a sub-consultant to 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.

Design Deliverables of the Project Scoping Report

4 – Survey

5 – Survey Monument Preservation and Perpetuation

15 – Preparation of Easement Legal Descriptions and Map/Drawings

SUBCONSULTANT SERVICES

TASK 7 – POTHOLING

The Kimley-Horn subconsultant will provide utility potholing for up to 30 locations throughout the project site. This task includes surveying the pothole locations and depths. The pothole list will be based on utilities identified during the 30% Design Phase. See Full Scope of Services included in Appendix A.

Design Deliverable of the Project Scoping Report

8 – Utility Potholing

TASK 8: GEOTECHNICAL INVESTIGATION AND REPORT

The Kimley-Horn subconsultant will provide a geotechnical report based on investigation of subsurface conditions through the project limits. It is anticipated to require 10 borings up to 8 feet deep to complete the investigation. See Full Scope of Services included in Appendix A.

Design Deliverable of the Project Scoping Report

10 – Geotechnical Investigation and Recommendations

TASK 9: PUBLIC RELATIONS

The Kimley-Horn subconsultant will provide Public Meeting Services for the meeting to be advertised and held at the 60% design phase. One meeting will be held for the improvements within Country Club Circle. A second meeting will be held to cover the remaining project sites. See Full Scope of Services included in Appendix A.

Design Deliverables of the Project Scoping Report

3 – Public Meetings

17 – Final Concept Stakeholder/Public Meeting

TASK 10: ALLOWANCES

OWNERS ALLOWANCE

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

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.

- Construction Administration
- Supplemental Topographic Survey
- Offsite Drainage
- Landscape/Irrigation Design
- Traffic Engineering

SCHEDULE

The Milestone Dates listed below are preliminary and subject to change. Kimley-Horn will make every effort to meet the schedule on the following page.

<u>Milestone</u>	<u>Date</u>
Project Notice to Proceed	February 2023
Survey Complete	March 2023
Preliminary Design Report Complete	March 2023
30% Preliminary Design Plans Complete	April 2023
Geotechnical Investigation Complete	April 2023
60% Design Plans Complete	June 2023
Public Meeting	July 2023
90% Design Plans Complete	August 2023
100% Plans, Specs, Estimates Complete	September 2023

FEE AND EXPENSES

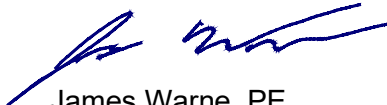
Kimley-Horn will perform the services in Tasks 1 thru 9 for the total lump sum labor fee below. Individual task amounts are for information only. All permitting, application and similar project fees will be paid direction by the City.

Task 1 Project Management and Coordination	\$24,920
Task 2 Preliminary Plans	\$29,840
Task 3 Final Construction Documents	\$55,500
Task 4 Post Design Services	\$6,160
Task 5 Survey Maps/Drawings	\$3,000
Task 6 Topographic Survey	\$8,500
Task 7 Utility Potholing	\$32,330
Task 8 Geotechnical investigation/Report	\$6,600
Task 9 Public Relations	\$13,665
Total Lump Sum Labor Fee	\$180,515
Direct Costs	\$500
Total Lump Sum Labor Fee	\$181,015
Allowances	
Owners Allowance	\$10,000
Total Including Allowances	\$191,015

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.



James Warne, PE
Project Manager

City of Prescott - CIP:2010-002

FY 2024 City Wide Water Main Replacement Program - Phase 2 Country Club Cir, Brush St, Ash St, and Cherry Dr

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	124	\$ 210.00	\$ 26,040
Sr. Project Engr	162	\$ 190.00	\$ 30,780
Project Engr/Sr. Designer	100	\$ 160.00	\$ 16,000
Engr/Designer	220	\$ 120.00	\$ 26,400
Technician/Drafter	202	\$ 100.00	\$ 20,200
Administrative	-	\$ 95.00	\$ -
	808 Hours		

Subtotal Kimley-Horn Design Base Fee \$ 119,420

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Survey	\$ 8,500	
Potholing	\$ 32,330	
Geotechnical	\$ 6,600	
Public Relations	\$ 13,665	
	Subtotal Estimated Outside Services	\$ 61,095

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	\$ 500	
	Subtotal Estimated Expenses	\$ 500

ALLOWANCES

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

TOTAL PROJECT COST

\$ 191,015



 Consultant Firm Signature

01/23/2023

 Date

City of Prescott - CIP: 2010-002
FY 2024 City Wide Water Main Replacement Program - Phase 2 Country Club Cir, Brush St, Ash St, and Cherry Dr
Fee Proposal

		PM	Sr. Engr.	PE/Sr. Des	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	SUBTOTAL	\$ 210.00	\$ 190.00	\$ 160.00	\$ 120.00	\$ 100.00	\$ 95.00	
1. Project Management/Coordination	\$ 24,920.00	42	42	18	32	14	-	148
Project Kick off Meeting	\$ 1,920.00	4	4	2				10
Project Schedule	\$ 1,160.00	4		2				6
Public Meeting	\$ 3,200.00	6	6			8		
Internal Coordination	\$ 2,820.00	6		6		6		18
QA/QC	\$ 5,860.00	8	22					30
Progress and Comment Resolution Meetings (4 Mtgs)	\$ 3,440.00	8		8	4			20
Site Walk	\$ 2,480.00		8		8			16
Field Verification of Existing Utilities	\$ 720.00				6			6
Utility Conflict Review, Coordination & Clearance Letters	\$ 1,140.00	2			6			8
Utility Coordination Meetings (1 Meetings)	\$ 660.00	2			2			4
Regulatory Agency Submittal - Approval to Construct	\$ 1,520.00	2	2		6			
2. Preliminary Design	\$ 29,840.00	22	46	8	70	68	-	214
2.1 Conceptual 15% Plans and Alternatives Memorandum	\$ 7,520.00	4	4	8	22	20	-	58
Waterline Alignment Alternatives	\$ 4,920.00		4	4	16	16		40
Memorandum	\$ 2,600.00	4		4	6	4		18
2.2 Preliminary 30% Plans and Design Report	\$ 22,320.00	18	42	-	48	48	-	156
Cover Sheet	\$ 480.00				4			4
General Notes	\$ 480.00				4			4
Waterline Plan (10 Sheets)	\$ 11,760.00	8	16		32	32		88
Preliminary Design Report	\$ 6,660.00	6	20			16		42
Quantities/Estimate	\$ 2,940.00	4	6		8			18
3. Final Construction Documents	\$ 55,500.00	44	66	56	118	106	-	390
Cover Sheet	\$ 1,100.00	2			4	2		8
Legend and Notes	\$ 1,260.00		2	4	2			8
Detail Sheets (4 Sheets)	\$ 4,600.00		4		12	24		40
Geometric Control Sheet (2 Sheets)	\$ 1,740.00		2		8	4		14
Waterline Plan and Profiles (10 Sheets)	\$ 23,400.00	20	16	28	64	40		168
Drainage Memorandum	\$ 3,320.00	4	8		8			20
Erosion Control Sheets (5)	\$ 2,720.00		4		8	10		22
Final Design Report	\$ 7,460.00	6	12	12		20		50
Milestone Submittal Preparation	\$ 1,660.00	2		4		6		12
Quantities/Estimate	\$ 3,800.00	4	8		12			24
Specifications	\$ 4,440.00	6	10	8				24
4. Post Design Services	\$ 6,160.00	12	4	18	-	-	-	34
Pre Bid Meeting	\$ 1,120.00	2	2	2				6
Pre Construction Meeting	\$ 800.00	2	2					4
Addendum/Request For Information	\$ 4,240.00	8		16				24
5. Easements and Exhibits	\$ 3,000.00	4	4	-	-	14	-	22
Topo Survey Processing/ROW	\$ 3,000.00	4	4			14		22
SUBTOTAL DIRECT LABOR	\$ 119,420.00	124	162	100	220	202	-	808

City of Prescott - CIP: 2010-002
 FY 2024 City Wide Water Main Replacement Program - Phase 2 Country Club Cir, Brush St, Ash St, and Cherry Dr
 Fee Proposal

		PM	Sr. Engr.	PE/Sr. Des	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	SUBTOTAL	\$ 210.00	\$ 190.00	\$ 160.00	\$ 120.00	\$ 100.00	\$ 95.00	
SUBCONSULTANTS TASKS								
6. Topo Survey and Right-of-Way	\$ 8,500.00							
Control, Topo Survey, & Existing Right-of-Way	\$ 8,500.00							
7. Utility Potholing	\$ 32,330.00							
Utility Potholes (16 total)	\$ 26,830.00							
Traffic Control/barricades	\$ 5,500.00							
8. Geotechnical Investigation/Report	\$ 6,600.00							
Geotechnical Investigation/Report	\$ 6,600.00							
9. Public Relations	\$ 13,665.00							
Public Meeting	\$ 13,665.00							
SUBTOTAL SUBCONSULTANT TASKS	\$ 61,095.00							
DIRECT EXPENSES								
Misc. Expenses	\$ 500.00							
ALLOWANCE								
Owners Allowance	\$ 10,000.00							
CONTRACT TOTAL	\$ 191,015.00							

James Warne, P.E.
Kimley-Horn
201 N. Montezuma, Suite 206
Prescott, AZ 86301
James.Warne@kimley-horn.com

VIA E-MAIL

**Re: Subsurface Utility Engineering Services
City of Prescott FY 2024 City Wide Water Main Replacement
Program – Phase 2: Country Club Cir., Brush St., and Cherry Dr
(CIP: 2210-002)**

Dear Mr. Warne:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for professional Subsurface Utility Engineering (SUE) services associated with the project referenced above. This proposal is based on information sent via email by you on 12/16/2022. The proposed Scope of Services, Schedule, and Basis of Compensation are outlined below.

Project Limits

The proposed SUE services will be performed in three additional locations as shown in exhibit provided by Kimley Horn and Associates. These areas are on Cherry Dr between Linden Rd and Middlebrook Rd, Country Club Circle and Rimrock Circle, Brush Street between Gurley Street and Western Ave, and on Willow Street south of Western Ave into Ash Street East of Willow Street.

Scope of Work

CobbFendley has developed the following scope of work for this project. This scope may be modified, with Client concurrence, during the performance of the field work, if warranted by field conditions. For this project, CobbFendley will provide:

Subsurface Utility Engineering

CobbFendley will perform the SUE services required for this project in general conformance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are defined in cumulative order (least to greatest) as follows:

- Quality Level D (QL “D”) – Also known as “records research”, this quality level provides information derived from existing records and/or oral recollections. Utilities are mapped from an interpretation of the available records.
- Quality Level C (QL “C”) – Also known as “surface visible feature survey”, QL “D” information is correlated with information obtained by surveying visible above-ground utility features (e.g. valves, hydrants, meters, manhole covers, poles).
- Quality Level B (QL “B”) – Also known as “designating”, this quality level provides the two-dimensional (x, y) position of subsurface utilities within approximately one-foot accuracy. The application and interpretation of non-destructive surface geophysical methods are used to record and mark the location of utilities on the surface which are then surveyed and mapped to the project coordinate system.
- **Quality Level A (QL “A”)** – Also known as “locating”, this quality level provides precise three-dimensional (x, y, z) location and characterization information (e.g. size, material, condition) at critical locations. Non-destructive

vacuum excavation equipment is used to expose the utility at specific points which are then surveyed and mapped to the to the project coordinate system.

SUE Level A: Locating

Test holes will be performed where the vertical location of existing underground utilities is critical. The Client will identify the test hole locations based on their conflict analysis. CobbFendley will assist with the final test hole placement to limit impacts to traffic and local businesses/residents. **A total of 30 test holes are included in this proposal.** A detailed description of our test hole services is provided below:

Prior to beginning field locating activities, CobbFendley's field manager will contact the applicable "One Call" agency and coordinate with utility owner inspectors as may be required by law or utility owner policy. Once these initial tasks are complete, the field manager and technicians will begin locating the utilities at the specified locations. Any pavement present will be neatly cut and removed, such that the cut does not exceed 0.10 square meters (1.076 square feet), unless unusual circumstances exist. Soil will then be safely removed using vacuum excavation techniques in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Once the subject utility is exposed, CobbFendley technicians will measure and record following data:

- Utility facility type and configuration;
- Utility facility material(s);
- Utility facility condition;
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems;
- Coating/wrapping information and condition;
- Elevation to top and bottom of utility;
- Elevation of existing grade over utility;
- Horizontal location;
- Pavement thickness and type, if present;
- Any unusual circumstances or field conditions.

Once data collection is complete, CobbFendley technicians will furnish and install a permanent above ground marker directly above center line of the utility facility. This marker will serve as a reference point to tie the vertical and horizontal location of the test hole to the project coordinate system and elevation datum. Each excavation will then be backfilled with pea gravel per City of Prescott requirements, compact by mechanical means, and pavement/surface material restored. CobbFendley will also provide complete restoration of the surrounding work site and/or landscape to equal or better condition than before excavation.

CobbFendley is responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, Client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action is satisfactory.

CobbFendley will perform all surveying that is required for collection of location and elevation data at each test hole. A minimum of two benchmarks will be utilized. Elevations will be taken within an accuracy of 1-inch (2.54-cm) unless a more precise tolerance is specified.

Services to be provided by Kimley-Horn

The Client shall furnish the following information, as available, at no cost to CobbFendley:

1. Provide plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations (if applicable).
2. Lists of utility and/or agency contact persons, if known.
3. Other available utility information or assistance as appropriate.
4. Provide utility line style and symbology CAD Standards, if desired.

Schedule

For QL “A” test holes within the city Right of Way, a city permit will be required. Once the permit has been obtained the QL “A” test hole field work is estimated to be completed within 5 working days. The QL “A” deliverables can be submitted within Five (5) working days after the survey has been completed.

Basis of Compensation

CobbFendley will invoice QL “A” services based on the actual number of test holes performed. Final invoicing will include all applicable reimbursable expenses. The total estimated fee to complete the scope of work describe herein is **Thirty Two Three Hundred and Thirty Dollars and NO/100 (\$32,330.00)**.

SUE Level A - City of Prescott: FY 2024 City Wide Water Main Replacement-Phase 2

Classification	Rate	Unit	Quantity	Cost
Project Manager	\$195.00	Hour	16	\$3,120.00
CAD Technician (SUE Report & Summary)	\$90.00	Hour	8	\$720.00
1-Person Survey Crew*	\$105.00	Hour	8	\$840.00
Equipment & Crew Mobilization / Site Setup	\$1,000.00	Each	1	\$1,000.00
Utility Potholes*				
0-8 feet deep (in pavement)	\$650.00	Each	30	\$19,500.00
Roadway Restoration - Aqua Patch Asphalt	\$70.00	Each	15	\$1,050.00
Pea Gravel Base Backfill	\$40.00	Each	15	\$600.00
Direct Expenses				
Traffic Control / Barricades	At Cost +10%	Day	5	\$5,500.00

Subtotal for Personnel	\$5,680.00
Subtotal for Utility Test Holes	\$21,150.00
Subtotal for Direct Expenses	\$5,500.00

TOTAL \$32,330.00

Assumptions

- Survey effort associated with collecting SUE surface markings is included in the fees shown above.
- Test holes in the City of Prescott Right of Way. will be backfilled with pee gravel and pavement cores restored using Utilibond™.

- Any Right of Way permits required will be “no cost”. Any fees required for permitting will be considered reimbursable expenses.

We look forward to working with you on this project. If this proposal is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact me at 480-239-7648.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



David Harmon
SUE Project Manager



ENGINEERING & TESTING CONSULTANTS, INC.
 ❖417 N. Arizona Street ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: 1/17/2023
 Client: Kimley-Horn

Job No.
 Phone: (928) 458-7126
 Email: James.Warne@Kimley-Horn.com

Client Address: 101 West Gurley Street, STE 303
 Prescott, AZ 86303

Authorized Representative or Person to Contact: James Warne, P.E.
 Type of Organization: Corporation
 Person Authorized to Order, Schedule or Request Work: Same

DESCRIPTION OF WORK ORDER: This "proposal-Work Authorization" constitutes the express authority given to Engineering & Testing Consultants, Inc. (ETC), by the above named client to do the following described work:

CHERRYDR, BRUSH ST, ASH ST, & RIM ROCK CIR: Geotechnical Exploration. ETC will perform ten (10) exploratory test borings. We anticipate the exploration will include at least 3 borings on Cherry Drive, and at least 2 borings on the other three roads to a depth of 6 to 7 feet, or to auger refusal. ETC will provide utility location and traffic control for the borings. The purpose of the borings is to determine general subsurface soil/rock conditions, and to collect soil samples for laboratory testing. A final report will be prepared with a description of the subsurface soils encountered, results of laboratory testing, and recommendations for site grading and utility backfill.

Only one boring was previously completed for the City on Country Club Circle, due to an untraceable water line.

The Geotechnical Engineering report will be provided for a lump sum fee as shown below. Any other requested services for construction observation and testing will be provided on an hourly and unit cost basis per the attached fee schedule.

All work to be performed by Engineering & Testing Consultants, Inc., or by its subcontractors, shall be done subject to the conditions and limitations set forth on the following pages hereof, and Client agrees that the conditions, terms, agreements, and limitations on the following pages hereof are hereby incorporated by reference and are part of this agreement.

The above named Client agrees to pay Engineering & Testing Consultants, Inc., for the described work on the basis of compensation noted below and subject to the terms and conditions listed on the following pages hereof and on any other documents attached hereto which are checked above as having been provided and reviewed.

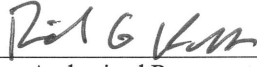
FEE BASIS: Lump Sum (Fixed Fee)

For any work done on an hourly, unit price, and for which an estimated fee and/or estimate of expense and cost is stated, it is agreed by the client that the fee, expense, and/or costs as stated is intended to be an estimate only and shall not be construed as a lump sum, fixed, or maximum fee to be charged by Engineering & Testing Consultants.

ESTIMATE: \$ 6,600.00

SCHEDULE: Start Date: Upon receipt of signed contract Completion Date: Approx. 7 weeks from start

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____ ENGINEERING & TESTING CONSULTANTS
 By _____ By 
 Date _____ Authorized Representative

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona St., Prescott, AZ 86301

December 19, 2022

Mr. James Warne, P.E.
 Kimley-Horn and Associates
 101 W Goodwin St, Suite 303
 Prescott, AZ 86303

Submitted via e-mail to james.warne@kimley-horn.com

Re: 2023 Small Water Mains Replacement Project - Cost Quote for Public Involvement Services

Mr. Warne:

Beta Public Relations (BetaPr) respectfully submits this Public Involvement Services cost quote for the 2023 Small Water Mains Replacement Project. The project consists of design work to replace water mains in various locations throughout the City of Prescott. Due to the eventual benefits and potential impacts to area stakeholders, public involvement is important to managing perception of the project.

BetaPr has developed a comprehensive approach to public outreach and notification for the Prescott community. Outlined below are the tasks associated with the project and estimated cost. If necessary, we can adjust our estimate to accommodate any changes to the scope of work.

Project Task	Estimated Cost
<p>Task 1 – Project Notification Fliers Design and Production BetaPr will design and produce two (2) project notification fliers. The fliers will highlight project details, invite stakeholders to attend the scheduled public meetings and provide information on how to stay connected with the project team.</p>	\$2,100.00
<p>Task 2 – Project Notification Fliers Mailing The project notification fliers will be mailed directly to tenants and property owners along Ash Street, Brush Street, Cherry Drive and within the Country Club Circle Subdivision. Addresses will be generated from the Yavapai County Assessor’s website.</p>	\$500.00
<p>Task 3 – Stakeholder Outreach BetaPr will hand-deliver a project notification flier to stakeholders along each project corridor prior to the scheduled community meetings. We plan to open lines of communication and personally invite stakeholders to attend the community meeting.</p>	\$2,150.00

<p>Task 4 – Progress Meetings and Public Relations Updates BetaPr will attend progress meetings throughout the design phase to coordinate the public meeting effort and provide Public Relations Updates.</p>	\$400.00
<p>Task 5 – Facilitate Public Meetings BetaPr will facilitate two public meetings for the project. One meeting will be held specifically for the Country Club Circle Subdivision, with another meeting held for stakeholders along Ash Street, Brush Street and Cherry Drive. Facilitation includes acquiring a venue, producing meeting materials, assisting with presentations, and meeting set-up and take-down. After the meetings are complete, a public meeting summary will be provided to the team compiling all comments and input received.</p>	\$4,200.00
<p>Task 6 – Project Hotline Maintenance BetaPr will establish and maintain a project hotline. Hotline calls will be answered during the course of design with all comments directed to the project team for resolution, if necessary.</p>	\$875.00
<p>Task 7 – Public Comments Log A Public Comments Log documenting all project hotline calls, project-specific emails received, and the resolution of those inquiries will be maintained and provided to the project team upon request.</p>	\$525.00
<p>Task 8 – eNewsletter Releases and Database Development BetaPr will develop and release an eNewsletter prior to each public meeting. Distribution will include an interested party database generated from prior projects in the vicinity and contacts provided by the Project Team. The project database will be updated to include any new interested party contacts for future eNews communications.</p>	\$800.00
<p>Task 9 – Web Page Updates A digital version of the project notification fliers will be developed and provided to the City of Prescott to upload to their existing project-dedicated web page.</p>	\$350.00
<p>Total Estimated Labor Expenses</p>	\$11,900.00

Direct Expenses	Estimated Cost
Printing – 425 pieces* x \$0.50 per piece <i>* Includes mailings, door-to-door distribution and supplying copies to project team.</i>	\$212.50
Direct mail postage – 270 pieces* x \$0.60 per piece <i>* Includes property owner and tenant addresses generated from the Yavapai County Assessor's website.</i>	\$162.00
Public Meeting Venue Fees	\$500.00
Public Meeting Display Printing – Four 24" x 36" Displays Printed	\$470.00
Digital Marketing Suite* – \$70.00 per month x 6 months <i>* Digital Marketing Suite includes project email address, eNewsletter service and hotline.</i>	\$420.00
Total Estimated Direct Expenses	\$1,764.50

Total Estimated Project Cost \$13,664.50

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Kimley-Horn and Associates to provide effective public relations support for the 2023 Small Water Mains Replacement Project.

Sincerely,



Conner Cassens
 Vice President/Sr. Project Manager
 BetaPr

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 2023-1822 Authorizing the Purchase and Acceptance of a Public Trail Easement from The Salvation Army in the Amount of \$16,988.00 Plus Escrow Fees. Funding is Available in the Wastewater Fund.

ITEM SUMMARY

This item is to purchase and accept a public trail easement from The Salvation Army, as part of City's re-establishment of the Granite Creek Connector Trail and will be paid out of the Wastewater Fund.

BACKGROUND

During construction of the City's Sundog C2 sewer capital improvement project it was discovered that the Granite Creek Connector Trail along the eastern boundary of the Salvation Army parcel which abuts Granite Creek, was collapsing into the creek due to drainage issues and creek erosion. In order to reconstruct the trail in this area, it has been determined that a public trail easement from The Salvation Army is needed. This will permit for the trail to be relocated from the western boundary of the creek, allowing for trail reconstruction, drainage and erosion improvements, preventing the trail from collapsing in the future. The attached exhibit maps show the proposed trail easement area near Miller Valley Road and Madison Ave, and its' location in relationship to the Granite Creek Connector Trail.

The purchase amount of \$16,988 was established from an appraisal completed by Wayne Harding & Associates as part of the City's Sundog C2 sewer capital improvement project.

The City's standard public trail easement purchase agreement was used for this project.

FINANCIAL IMPACT

Funding for the purchase of the easement was budgeted in FY23 from the Wastewater Fund.

Recommended Action:

ATTACHMENTS

1. [Ordinance No. 2023-1822.docx](#)
2. [Public Trail Easement Purchase Agreement.pdf](#)
3. [Vicinity Map.pdf](#)
4. [Vicinity Map Close-Up View.pdf](#)

ORDINANCE NO. 2023-1822

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE AND ACCEPTANCE OF A PUBLIC TRAIL EASEMENT, FROM THE SALVATION ARMY, A CALIFORNIA CORPORATION AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE AND ACCEPTANCE

RECITALS:

WHEREAS, the City Council has determined that certain public trail easement, is needed by the City and acceptance of this public trail easement will be in the best interests of the health, safety and welfare of the City of Prescott.

WHEREAS, the proposed purchase price of the following public trail easement along with the terms and conditions in the City of Prescott's ("City") standard Public Trail Easement Purchase Agreement and standard Public Trail Easement Agreement, are deemed to be fair, equitable and acceptable.

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 offer to purchase a public trail easement, comporting with the City's standard public trail easement agreement, more particularly described in that certain Public Trail Easement Agreement dated February 14, 2023 and agrees to purchase and accept said easement from The Salvation Army, a California Corporation, pursuant to the terms and conditions as set forth in the City's standard Trail Easement Purchase Agreement dated February 14, 2023, for the purchase price of \$16,988.00 plus closing costs.

SECTION 2. THAT upon payment of the foregoing sums, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchase and acceptance of the above Public Trail Easement, including the payment of closing and other costs associated with the purchase and recordation of the closing documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2023.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP, City Clerk

JOSEPH D. YOUNG, 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. 2023-1822 is a true, correct and accurate copy of Ordinance No. 2023-1822 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2023, 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 _____, 2023.

Seal

City Clerk

**PUBLIC TRAIL EASEMENT
PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

GRANTOR: **The Salvation Army**, a California Corporation
2707 E. Van Buren Street
Phoenix, Arizona 85008

GRANTEE: **City of Prescott**, an Arizona municipal corporation
201 South Cortez Street
Prescott, AZ 86303

ESCROW AGENT: Yavapai Title Agency
1235 E. Gurley Street
Prescott, AZ 86301

1. **Agreement to Sell and Purchase Public Trail Easement.** GRANTOR agrees to sell, and GRANTEE agrees to purchase the public trail easement described in Exhibit "A" (the "Property") for the total consideration of \$16,988.00 (Sixteen Thousand Nine Hundred Eighty-Eight and no/100 dollars), on the terms and conditions set forth in this Purchase Agreement and Escrow Instructions (the "Agreement").
2. **Acceptance.** This Agreement is subject to and contingent upon the approval of the Prescott City Council by an Ordinance authorizing the purchase of the public trail easement contemplated herein.
3. **Opening of Escrow.** An escrow for this transaction will be established with Escrow Agent consistent with this Agreement. Escrow Agent shall notify the parties in writing as to the date it received fully executed copies of this Agreement, which date shall be referred to herein as the "Escrow Date". Should the Escrow Agent require the execution of its standard form printed escrow instructions, GRANTOR and GRANTEE agree to execute those instructions. However, if there are conflicts between the terms of this Agreement and those in the printed instructions, the terms of this Agreement shall control. GRANTOR shall execute, and deposit in Escrow, a public trail easement conveying to GRANTEE a public trail easement as described in Exhibit "A".
4. **Close of Escrow.** Escrow shall close forty-five (45) days after the Escrow Date or as mutually agreed upon in writing. GRANTEE shall deposit monies required to be delivered under this Agreement into escrow on or before noon, Arizona Time, on the Closing Date. At close of escrow, the public trail easement shall be recorded.
5. **Closing Costs.** The GRANTEE shall pay all recording and transfer taxes and fees, and any and all closing costs not hereinbefore specified.

6. **GRANTOR'S Environmental Representations.** GRANTOR makes no representation as to the environmental condition of the property.
7. **As-Is Condition.** GRANTEE purchases the public trail easement "as-is", "where-is", and with all faults.
8. **Mutual Release.** GRANTOR hereby release and discharge the GRANTEE and its departments, employees, agents, assigns, executives, and administrators from any and all present and future claims, demands, causes of action, damages or suits of any kind, in whole or in part, concerning the public trail easement arising before the Closing Date. GRANTEE hereby releases and discharges the GRANTOR and its departments, employees, agents, assigns, executives, and administrators from any and all present and future claims, demands, causes of action, damages or suits of any kind, in whole or in part, concerning the public trail easement arising on or after the Closing Date.
9. **Time Periods.** Except as otherwise provided, the time for performance of any obligation under this Agreement shall be deemed to expire at 5:00 p.m., Arizona time, on the last day of the applicable time period. If the time for performance expires on a Saturday, Sunday or legal holiday, the time shall be extended to the next business day.
10. **Conflict of Interest.** This Agreement is subject to cancellation by the City of Prescott, without penalty or further obligation, pursuant to A.R.S. § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City is, at any time during the Agreement, an employee, agent or consultant of any other party to the Agreement.
11. **Entire Agreement.** This offer shall constitute the entire Agreement between the GRANTOR and GRANTEE, and no modification shall be binding unless in writing and signed by both parties.

Approved and accepted this _____ day of _____, 20____.

(remainder of this page to remain blank)

GRANTOR: The Salvation Army, a California Corporation

By: _____

Printed: **LT. COLONEL IVAN WILD**

Title: **DIVISIONAL COMMANDER**

GRANTEE: CITY OF PRESCOTT, a municipal corporation of the State of Arizona

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP, City Clerk

JOESEPH D. YOUNG, City Attorney

Escrow Agent hereby accepts employment to handle the escrow established by this Agreement in accordance with the terms set forth in this Agreement.

Yavapai Title Agency

By _____

Exhibit "A"
Public Trail Easement

When Recorded, mail to:

City of Prescott
City Clerk
201 S. Cortez St
Prescott, AZ 86303

PUBLIC TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, **THE SALVATION ARMY**, a California Corporation (“Grantor”) hereby grants unto the **CITY OF PRESCOTT**, a municipal corporation of the State of Arizona, its successors and assigns (the “City”) an exclusive, perpetual, public trail easement, more particularly described on the LEGAL DESCRIPTION attached hereto and incorporated herein by this reference, for the City of Prescott Trail System, for pedestrian and bicycle use, ingress, egress, and the right to construct, repair, and maintain said trail, together with the right of ingress and egress over and through the same to perform such construction and maintenance, subject to the following terms and conditions:

The City shall: (i) maintain the trail in good condition for its intended purposes at all times; (ii) perform all construction of the trail; (iii) pay all costs of construction and maintenance of the trail; (iv) use its best efforts to keep said easement area free from trash, waste and other debris.

The easement granted herein shall run with the land and shall be perpetual unless earlier abandoned or vacated by the City.

Grantor agrees not to obstruct the trail nor construct any buildings or other improvements upon said easement that impair the use of the easement as described herein.

The City shall, to the maximum extent permitted by law, indemnify, defend and hold harmless Grantor, affiliates, officers, and directors (each, an “Grantor Indemnitee” and collectively, the “Grantor Indemnitees”) for, from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “Grantor Claims”), that arise from or are in any way connected with the entry on or use of the easement by City, its officials and employees or members of the public. Notwithstanding the foregoing, the indemnity set forth herein shall exclude Grantor Claims arising from the negligence or willful misconduct of an Owner Indemnitee, but only to the extent of such negligence or willful misconduct.

Grantor shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and its officials and employees (each, a “City Indemnitee” and collectively, the “City Indemnitees”) for, from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “City Claims”), that arise from or are in any way connected with the entry on or use of the easement by Grantor or its directors, officers, employees, students or invitees. Notwithstanding the foregoing, the indemnity set forth herein shall exclude Claims arising from the negligence or willful misconduct of a City Indemnitee or a member of the public, but only to the extent of such negligence or willful misconduct.

Any notices or communications hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon delivery for personal delivery, the following business day if sent by overnight courier or upon the expiration of three business days after the date of mailing through the U.S. Postal Service.

If to Grantor: The Salvation Army
 2707 E. Van Buren Street
 Phoenix, AZ 85008

Attn: _____

If to the City: City of Prescott
 Recreation Services Department
 125 North Arizona Avenue
 Prescott, Arizona 86301
Attn: Department Director

With a copy to: City of Prescott
 City Attorney's Office
 221 South Cortez Street
 Prescott, Arizona 86301
Attn: City Attorney

This Easement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Arizona, without reference to its choice of law principles or provisions.

Neither this Easement, nor any provision of this Easement, may be waived, amended, restated, rescinded or revoked except by the written consent of the parties hereto. A waiver of any term or provision hereof shall not be construed as a waiver of a subsequent violation of the same or any other term or provision.

This Easement and the covenants and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Should any party bring an action against another party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory, injunctive or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings, appeal and bankruptcy litigation. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post judgment proceedings to collect and enforce the judgment. The

CITY:

ACCEPTED AND AGREED TO by the Mayor and Council of the City of Prescott this ____ day
of _____, 20__.

CITY OF PRESCOTT, a municipal corporation of the
State of Arizona

By: _____
PHILIP R. GOODE, Mayor

ATTEST:

SARAH SIEP, City Clerk

APPROVED AS TO FORM:

JOSEPH D. YOUNG, City Attorney

LEGAL DESCRIPTION

All that portion of that certain parcel as recorded in Instrument Number 2021-0013965, Yavapai County Recorder's Office, Yavapai County, Arizona, lying within Section 33, 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 the northwest corner of said certain parcel;

Thence North 89° 20' 00" East, a distance of 97.22 feet;

Thence South 00° 13' 00" West, a distance of 30.74 feet to the TRUE POINT OF BEGINNING;

Thence South 89° 47' 00" East, a distance of 51.90 feet;

Thence South 61° 19' 45" East, a distance of 58.03 feet;

Thence South 53° 28' 41" East, a distance of 93.44 feet;

Thence South 64° 24' 58" East, a distance of 150.13 feet;

Thence South 43° 14' 00" West, a distance of 26.00 feet;

Thence North 46° 45' 54" West, a distance of 28.00 feet;

Thence North 68° 22' 11" West, a distance of 46.79 feet;

Thence North 55° 27' 21" West, a distance of 155.30 feet;

Thence North 70° 32' 30" West, a distance of 109.99 feet;

Thence North 00° 07' 11" East, a distance of 6.29 feet to the TRUE POINT OF BEGINNING.

Containing 5,148.63 sf. or 0.12 Acres more or less.

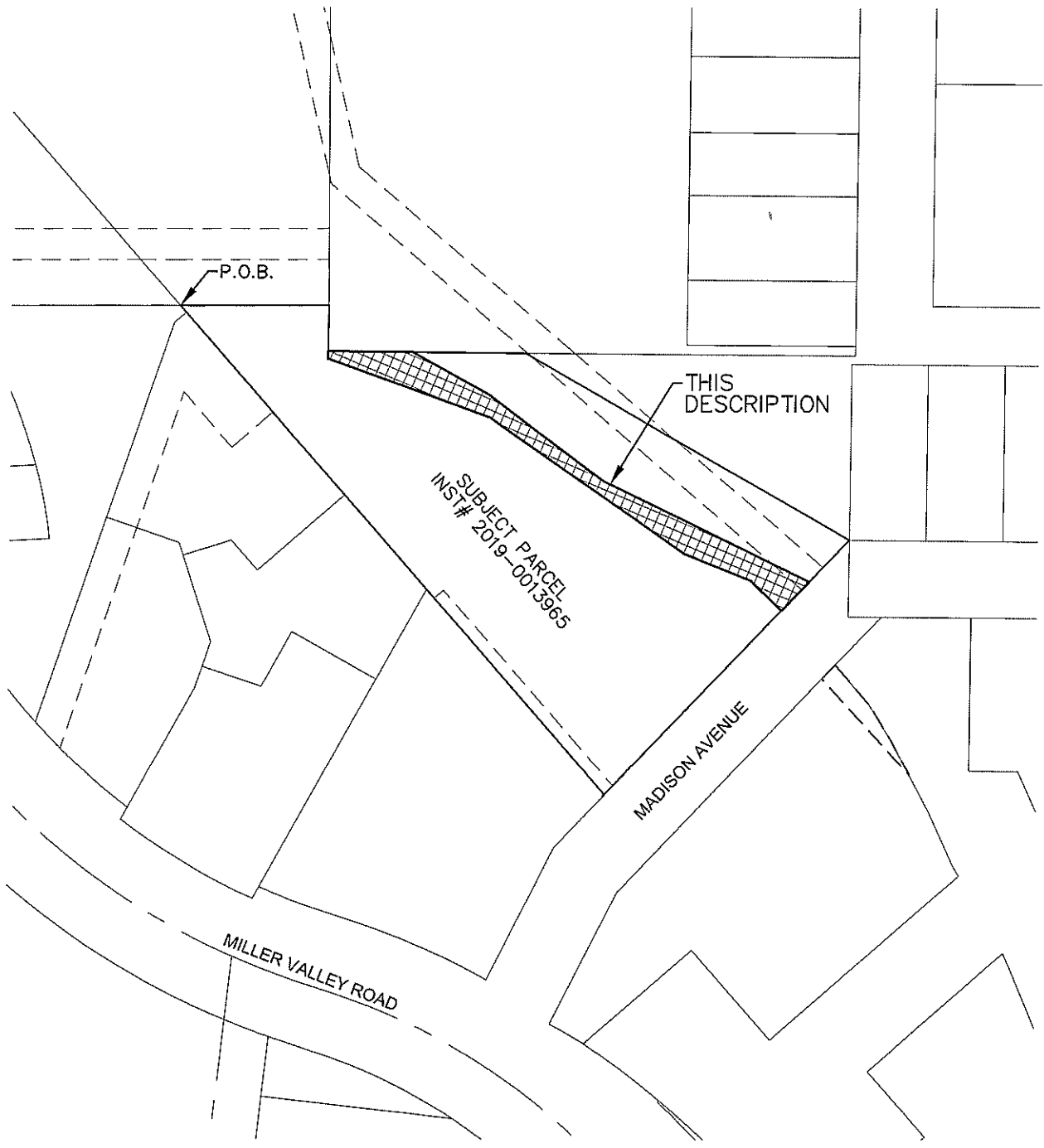
12/13/22
LE #274-68
274-68 APN 052A Trail.docx

ROBERT WINTER, R.L.S.



MAP TO ACCOMPANY
LEGAL DESCRIPTION

SCALE: 1"=100'

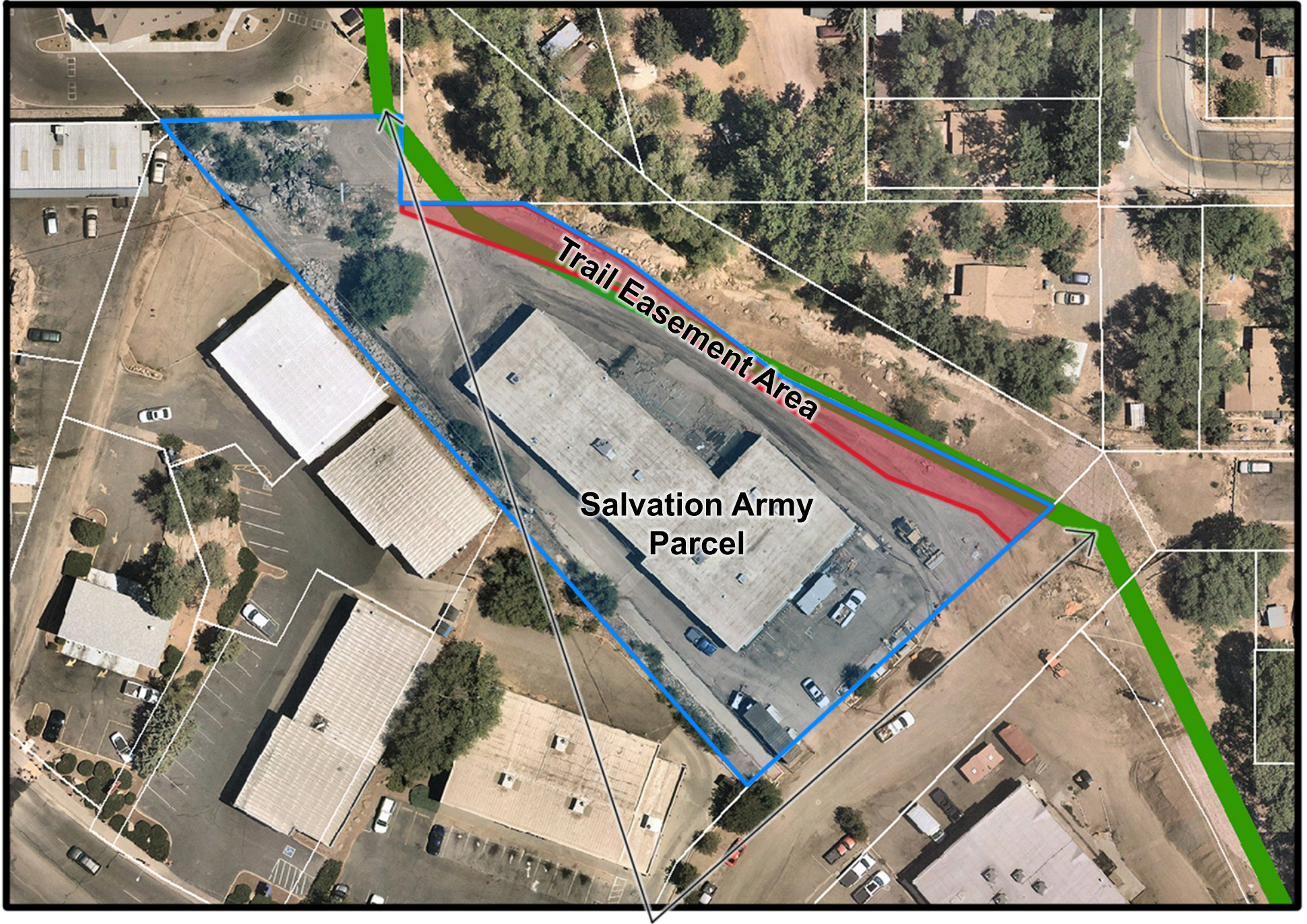


Vicinity Map



Granite Creek Connector Trail

Close-up View Map



Granite Creek Connector Trail

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: Public Works

AGENDA ITEM: Adoption of Ordinance No. 2023-1823 Authorizing the Granting of a Utility Easement to Arizona Public Service Company.

ITEM SUMMARY

This item is to grant a utility easement to Arizona Public Service Company, for electrical infrastructure improvements installed as part of the Prescott Regional Airport expansion project.

BACKGROUND

APS has requested a utility easement for new electrical infrastructure in its as-built locations, which were installed as part of the Prescott Regional Airport expansion project. This electrical infrastructure upgrade was necessary to meet the additional electrical requirements of the new airport terminal.

FINANCIAL IMPACT

The total cost to the City of granting this Easement will be recordation costs.

Recommended Action:

ATTACHMENTS

1. [Ordinance No. 2023-1823.docx](#)
2. [APS Utility Easement.pdf](#)
3. [Vicinity Map.pdf](#)

ORDINANCE NO. 2023-1823

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENT

RECITALS:

WHEREAS, the City Council has determined that the granting of a certain utility easement to Arizona Public Service Company is in the best interests of the health, safety, and welfare of the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby grants a utility easement to Arizona Public Service Company, an Arizona corporation, pursuant to the terms and conditions as set forth in the APS Utility Easement attached.

SECTION 2. THAT, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing utility easement, and recordation of the easement documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2023.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP
City Clerk

JOSEPH D. YOUNG
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. 2023-1823 is a true, correct and accurate copy of Ordinance No. 2023-1823 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2023, 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 _____, 2023.

Seal

City Clerk

NW-25-15N-2W
SW-25-15N-2W
SE-26-15N-2W

APN 102-03-009P, 102-04-006D
102-04-004
NWP-22-104
WA478104
AJS/JBC

CITY OF PRESCOTT-APS UTILITY EASEMENT

CITY OF PRESCOTT, an Arizona Municipal Corporation, (hereinafter called “Grantor”), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called “Grantor’s Property”):

That portion of the Prescott Municipal Airport – Ernest A Love Field lying within the West half of Section 25 and the Southeast quarter of Section 26, Township 15 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as shown on that certain Results of Survey of said Prescott Municipal Airport – Ernest A. Love Field, as recorded in Book 10 of Land Surveys, pages 46 through 50 inclusive, on file in the Office of the County Recorder, Yavapai County, Arizona.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called “Grantee”), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor’s Property described as follows (herein called the “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee’s own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other

work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **CITY OF PRESCOTT**, an Arizona Municipal Corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ___ day of _____, 202__.

APPROVED AS TO FORM:

CITY OF PRESCOTT,

City Attorney

By: _____
Mayor

ATTEST:

City Clerk

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ___ day of _____, 202__ by
_____ of _____, on behalf of
_____.

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

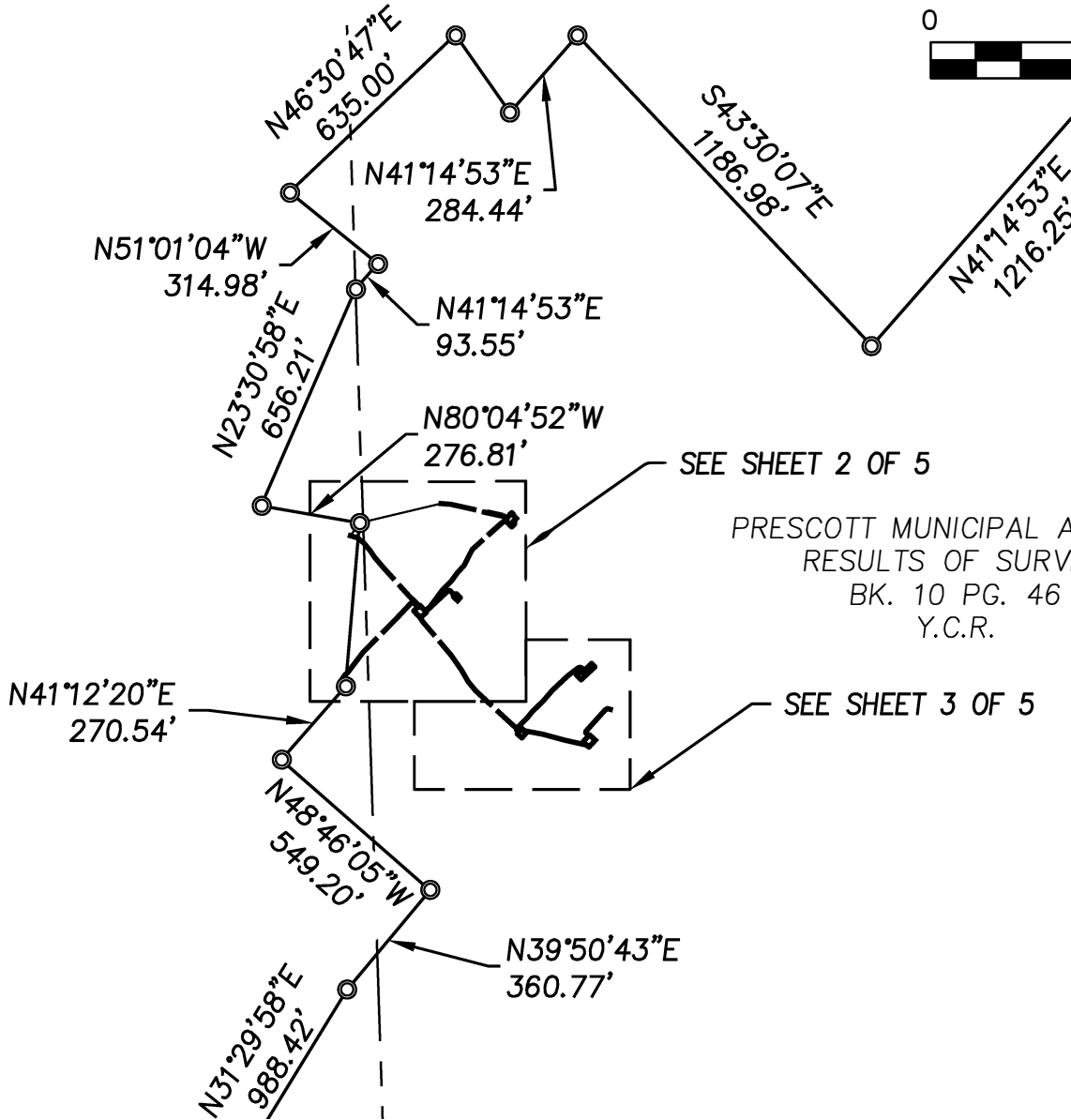
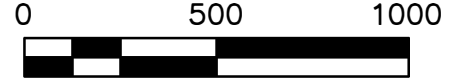
Notary Seal

Notary Public

EXHIBIT "A"

ARIZONA PUBLIC SERVICE COMPANY

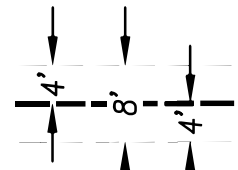
SKETCH SHOWING THE LOCATION AND
LIMITS OF UTILITY EASEMENT.



SEE SHEET 2 OF 5

PRESCOTT MUNICIPAL AIRPORT
RESULTS OF SURVEY
BK. 10 PG. 46
Y.C.R.

SEE SHEET 3 OF 5



CORRIDOR
DETAIL

LEGEND

- PARCEL CORNER
- △ ANGLE OR TERMINATION POINT

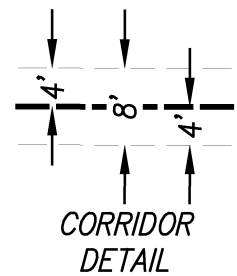
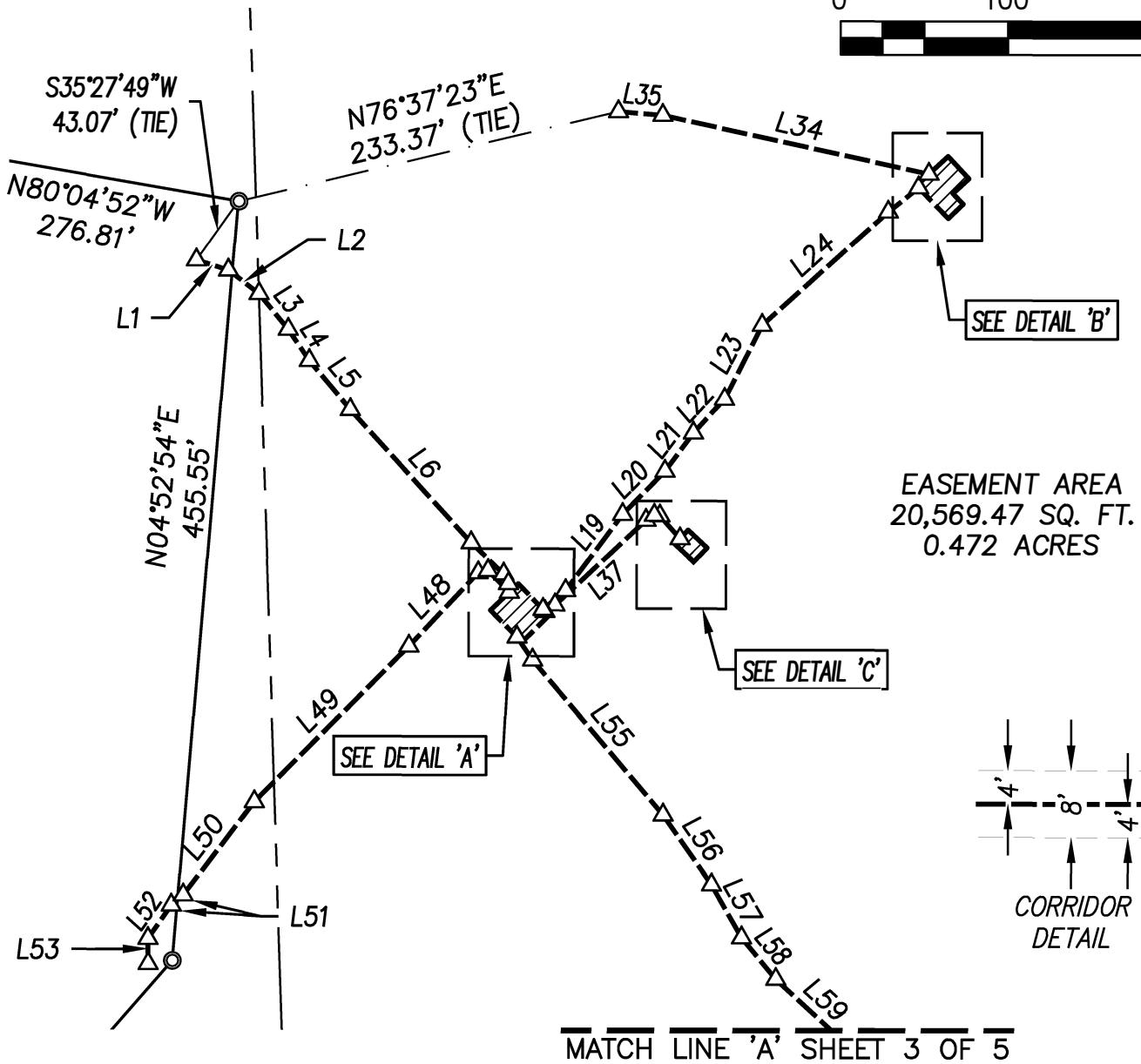
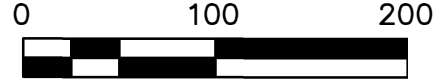
- SECTION LINE
- ==== PARCEL BOUNDARY
- - - - - PROPOSED CENTER LINE OF EASEMENT
- ▨ PROPOSED EASEMENT AREA
- MATHEMATICAL TIE

W 1/2 SEC. 25 T 15N R 02W	
SURVEY FERGUSON LAND SERVICES	
DRAWN: AJJ	VERSION: 1
DATE: 05-05-22	JOB NO. WA478104
SCALE: 1"=500'	SHEET: 1 OF 5

EXHIBIT "A"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND LIMITS OF UTILITY EASEMENT.



MATCH LINE 'A' SHEET 3 OF 5

LEGEND

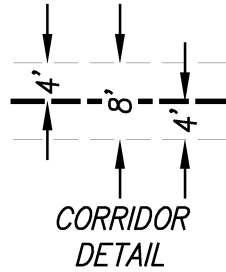
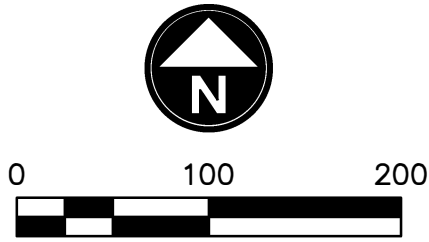
- PARCEL CORNER
- △ ANGLE OR TERMINATION POINT
- SECTION LINE
- ==== PARCEL BOUNDARY
- - - - - PROPOSED CENTER LINE OF EASEMENT
- ▨ PROPOSED EASEMENT AREA
- MATHEMATICAL TIE

W 1/2 SEC. 25 T 15N R 02W	
SURVEY FERGUSON LAND SERVICES	
DRAWN: AJJ	VERSION: 1
DATE: 05-05-22	JOB NO. WA478104
SCALE: 1"=100'	SHEET: 2 OF 5

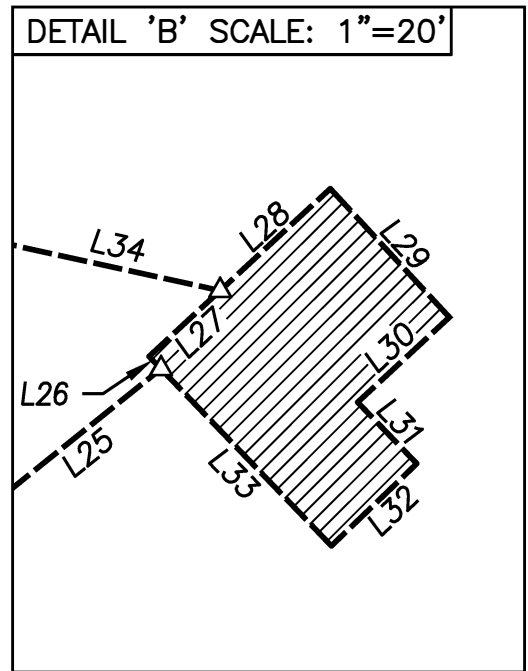
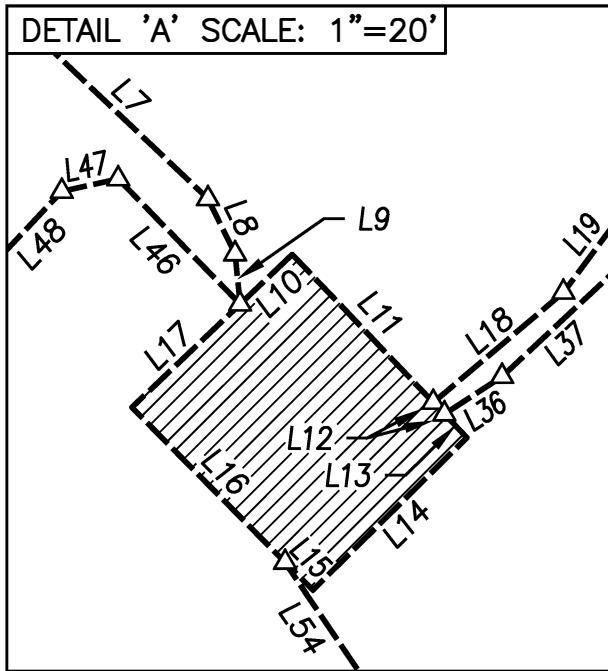
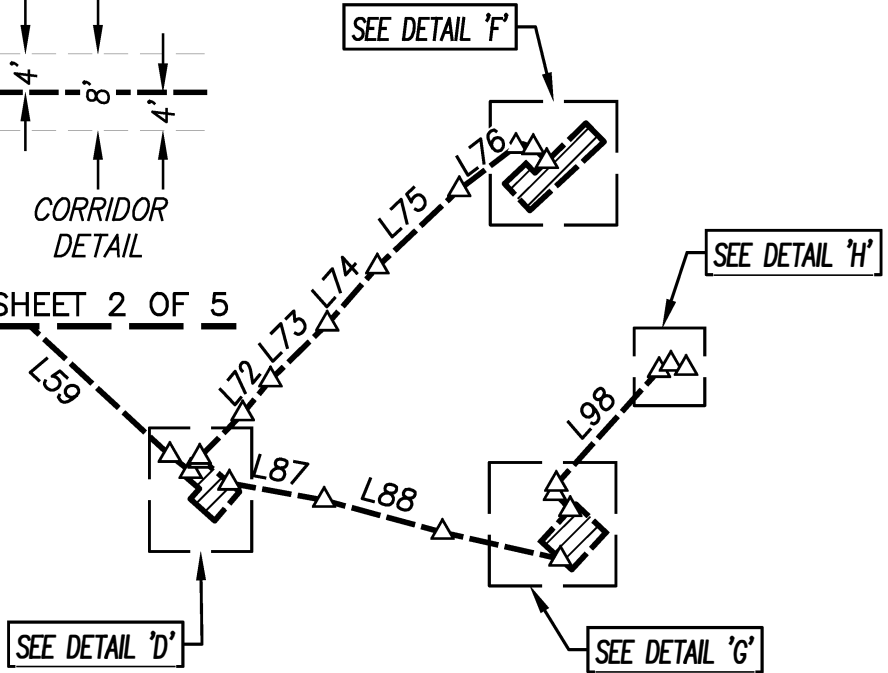
EXHIBIT "A"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND LIMITS OF UTILITY EASEMENT.



MATCH LINE 'A' SHEET 2 OF 5



LEGEND

- PARCEL CORNER
- △ ANGLE OR TERMINATION POINT
- SECTION LINE
- ==== PARCEL BOUNDARY
- - - - - PROPOSED CENTER LINE OF EASEMENT
- ▨ PROPOSED EASEMENT AREA
- MATHEMATICAL TIE

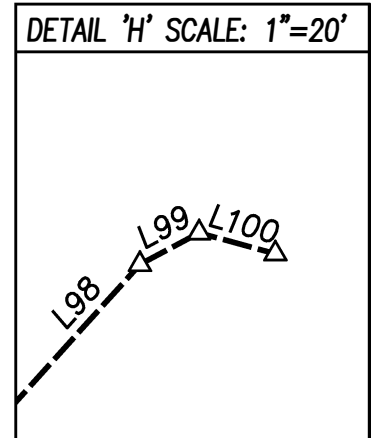
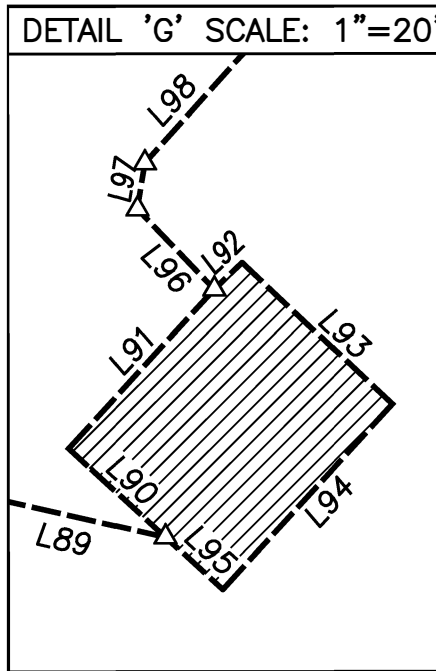
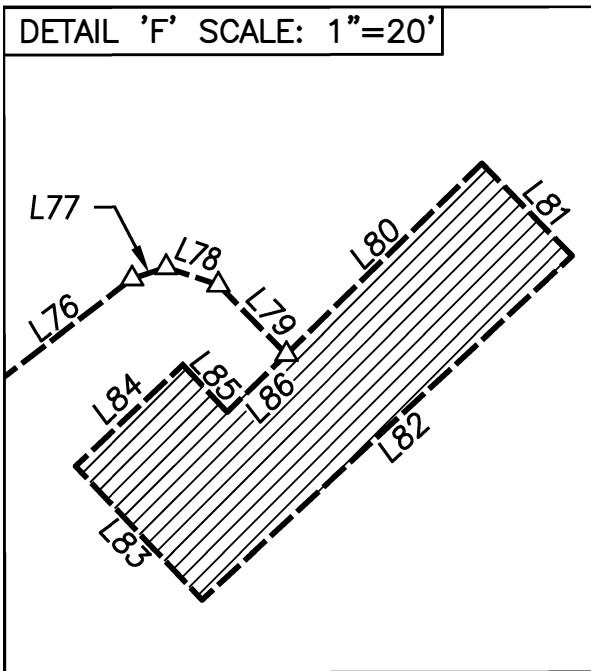
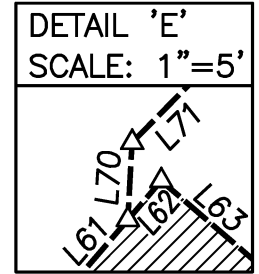
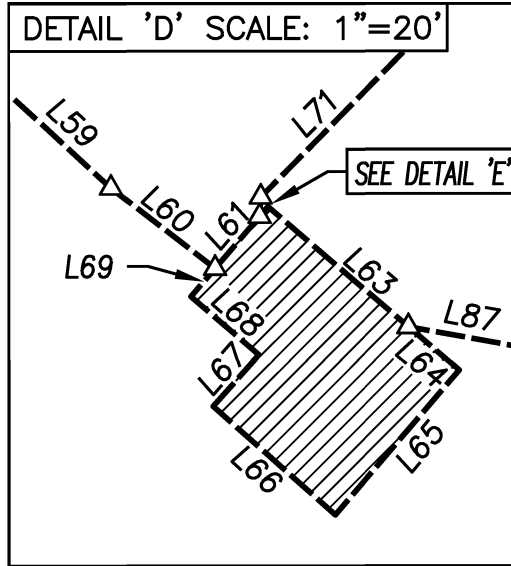
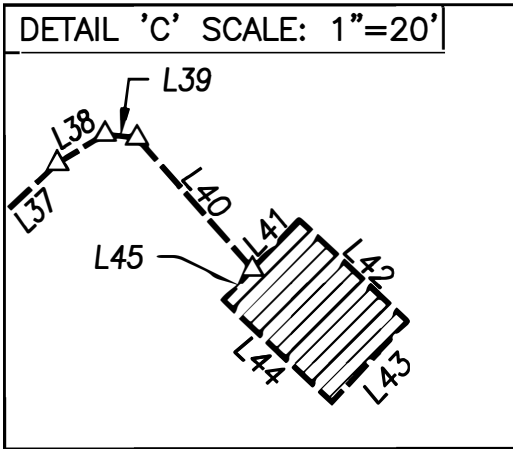
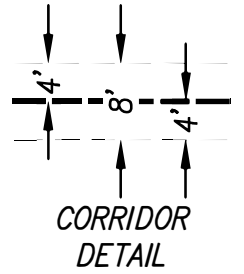


W 1/2 SEC. 25 T 15N R 02W
 SURVEY FERGUSON LAND SERVICES
 DRAWN: AJJ VERSION: 1
 DATE: 05-05-22 JOB NO. WA478104
 SCALE: 1"=100' SHEET: 3 OF 5

EXHIBIT "A"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND LIMITS OF UTILITY EASEMENT.



LEGEND

- PARCEL CORNER
- △ ANGLE OR TERMINATION POINT
- SECTION LINE
- ==== PARCEL BOUNDARY
- PROPOSED CENTER LINE OF EASEMENT
- ▨ PROPOSED EASEMENT AREA
- MATHEMATICAL TIE



W 1/2 SEC. 25 T 15N R 02W
 SURVEY FERGUSON LAND SERVICES
 DRAWN: AJJ VERSION: 1
 DATE: 05-05-22 JOB NO. WA478104
 SCALE: VARIES SHEET: 4 OF 5



EXHIBIT "A"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND
LIMITS OF UTILITY EASEMENT.

L#	BEARING	DISTANCE
L1	S72°22'22"E	20.06'
L2	S52°43'07"E	22.97'
L3	S39°12'36"E	27.55'
L4	S33°57'27"E	22.52'
L5	S40°05'24"E	38.28'
L6	S42°16'12"E	107.44'
L7	S46°25'27"E	27.08'
L8	S26°12'38"E	6.40'
L9	S05°38'40"E	5.25'
L10	N46°21'46"E	7.50'
L11	S43°38'14"E	21.29'
L12	S43°38'14"E	1.68'
L13	S43°38'14"E	3.38'
L14	S45°15'44"W	22.55'
L15	N45°15'53"W	4.21'
L16	N44°38'23"W	22.58'
L17	N46°21'46"E	15.56'
L18	N49°45'59"E	17.76'
L19	N36°38'17"E	56.73'
L20	N44°26'19"E	36.16'
L21	N36°38'36"E	28.46'
L22	N42°25'33"E	27.49'
L23	N26°52'08"E	49.59'
L24	N47°57'41"E	101.25'
L25	N51°13'49"E	23.21'
L26	N43°55'38"W	1.78'
L27	N47°11'20"E	10.09'
L28	N47°11'20"E	15.62'
L29	S42°48'40"E	18.25'
L30	S47°11'20"W	13.02'
L31	S43°55'38"E	8.88'
L32	S46°04'22"W	12.33'
L33	N43°55'38"W	25.59'

L#	BEARING	DISTANCE
L34	N77°38'29"W	162.76'
L35	N85°07'33"W	26.61'
L36	N56°53'21"E	7.18'
L37	N46°53'55"E	74.24'
L38	N58°51'31"E	5.83'
L39	S83°33'47"E	3.37'
L40	S41°19'31"E	18.17'
L41	N43°08'30"E	7.07'
L42	S46°51'30"E	15.50'
L43	S43°08'30"W	11.50'
L44	N46°51'30"W	15.50'
L45	N43°08'30"E	4.43'
L46	N44°13'26"W	18.20'
L47	S77°31'13"W	6.02'
L48	S43°19'01"W	60.39'
L49	S44°42'52"W	131.06'
L50	S37°08'42"W	70.15'
L51	S49°35'12"W	9.34'
L52	S35°01'08"W	24.29'
L53	S00°25'48"E	15.02'
L54	S34°08'33"E	16.62'
L55	S40°12'10"E	121.04'
L56	S34°51'40"E	50.91'
L57	S29°39'48"E	36.26'
L58	S39°33'28"E	32.15'
L59	S47°15'39"E	144.19'
L60	S52°20'02"E	13.71'
L61	N40°34'51"E	7.13'
L62	N40°34'51"E	1.34'
L63	S49°25'09"E	19.26'
L64	S49°25'09"E	6.91'
L65	S40°34'51"W	19.82'
L66	N48°22'33"W	17.00'

L#	BEARING	DISTANCE
L67	N41°37'27"E	7.19'
L68	N49°25'09"W	9.30'
L69	N40°34'51"E	3.87'
L70	N03°11'21"E	2.01'
L71	N44°37'12"E	31.79'
L72	N39°22'39"E	22.82'
L73	N45°29'05"E	41.46'
L74	N41°15'52"E	39.53'
L75	N46°38'07"E	58.66'
L76	N52°39'34"E	37.14'
L77	N71°45'01"E	3.75'
L78	S71°33'07"E	5.73'
L79	S44°16'46"E	10.10'
L80	N45°46'26"E	28.46'
L81	S44°13'34"E	13.48'
L82	S47°12'26"W	52.62'
L83	N43°15'19"W	19.17'
L84	N46°44'41"E	15.33'
L85	S43°15'19"E	6.74'
L86	N45°46'26"E	8.61'
L87	S79°46'14"E	50.15'
L88	S74°49'53"E	63.88'
L89	S77°12'13"E	62.96'
L90	N47°27'44"W	13.67'
L91	N42°32'16"E	22.48'
L92	N46°10'32"E	4.00'
L93	S46°37'40"E	21.48'
L94	S42°32'16"W	26.16'
L95	N47°27'44"W	8.06'
L96	N43°49'28"W	11.56'
L97	N09°10'01"E	4.86'
L98	N42°02'26"E	79.82'
L99	N61°57'33"E	6.98'
L100	S74°43'17"E	8.24'

LEGEND

- PARCEL CORNER
- △ ANGLE OR TERMINATION POINT
- — — — SECTION LINE
- ===== PARCEL BOUNDARY
- PROPOSED CENTER LINE OF EASEMENT
- ▨▨▨▨▨▨▨▨ PROPOSED EASEMENT AREA
- MATHEMATICAL TIE



W 1/2 SEC. 25 T 15N R 02W
 SURVEY FERGUSON LAND SERVICES
 DRAWN: AJJ VERSION: 1
 DATE: 05-05-22 JOB NO. WA478104
 SCALE: VARIES SHEET: 5 OF 5

Vicinity Map





COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **02-14-23**

DEPARTMENT: **City Clerk**

AGENDA ITEM: Public Hearing and Consideration for a New Series 07 Beer and Wine Liquor License Application from Eric Lyon Burton, Applicant, for Betsy's. Location: 211 N Granite Street.

ITEM SUMMARY

Liquor License Application

Eric Lyon Burton has applied for a new Series 07 Beer and Wine liquor license for Betsy's

License - Betsy's, 211 N Granite Street

Applicant - Eric Lyon Burton

City Application No. - LIQR22-020

State Application No. - 216467

Sixty Day Processing Deadline - February 18, 2023

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 and 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. 216467 for new Series 07 Beer and Wine liquor license application for Betsy's. Location: 211 N Granite Street.

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 02-14-23

DEPARTMENT: City Clerk

AGENDA ITEM: Update Regarding the Mayor's Charter Review Commission.

ITEM SUMMARY

Update from staff regarding the Mayor's Charter Review Commission.

BACKGROUND

Each Council meeting, City Clerk Sarah Siep will update Council regarding the status of the ongoing Charter Review by the Mayor's Commission.

FINANCIAL IMPACT

No fiscal impact.

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

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: City Manager

AGENDA ITEM: Legislative Update.

ITEM SUMMARY

Update on the 2022 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.



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 02-14-23

DEPARTMENT: Airport

AGENDA ITEM: Approval of City Contract No. 2022-168A11, an Amendment to City Contract No. 2022-168 with Dibble for Planning & Environmental Services - Land Acquisition Support Services (Appraisals) in the Vicinity of Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed \$107,051.00 Funding is Available in the Airport Fund.

ITEM SUMMARY

This item is to amend City Contract 2022-168 (Planning and Environmental Services with Dibble) to perform additional land acquisition services at Prescott Regional Airport. Initially, City Contract 2022-168A7 was approved on September 13, 2022, for land acquisition services in the airport area. However, due to changes in scope over the past four months, additional services became necessary. Funding is available in the Airport Fund.

BACKGROUND

The City of Prescott is exploring the potential acquisition of land near Prescott Regional Airport for several purposes, including protecting the existing approach to the airport, promoting compatible land use, and supporting the continued growth and development of the airport. This action allows the opportunity for future Airport development and aligns with Federal grant assurances (contractual obligations) relating to hazard mitigation and compatible land use near the Airport.

On September 13, 2022, City Council approved contact amendment 2022-168A7, to allow Dibble to provide Land Acquisition Support Services to assist the City with the processes necessary to acquire land in accordance within Federal Aviation Administration (FAA) guidelines. Both 2022-168A7 and 2022-168A11 allow Dibble (and its appraisal subconsultants) to perform several required tasks relating to potential land acquisition, including: project management, appraisal coordination, initial (phase 1) environmental assessments, plan and map updates, grant application(s), and a closeout report.

In the four months that have transpired since approval of 2022-168A7, the City has been engaged in negotiations with stakeholders relating to the potential acquisitions. As a result of these negotiations,

there have been changes in parcel size, shape and assortment to be pursued. Accordingly, 2022-168A11 is now required to assure that the description, location and assortment of parcels being appraised are accurate. An Independent Fee Estimate (IFE) has been performed, and the cost of these appraisals were found to be within acceptable standards.

FINANCIAL IMPACT

This project is not budgeted but with delays in other projects budget appropriation is available in the Airport Fund.

Recommended Action: MOVE to approve City Contract No. 2022-168A11
--

ATTACHMENTS

[1.1-11-23 PRC Land Fee Proposal.pdf](#)



January 11, 2023

Robin Sobotta, PhD, AAE
Prescott Regional Airport
Ernest A. Love Field
6546 Crystal Lane
Prescott AZ 86301

RE: **AIRPORT PLANNING & ENVIRONMENTAL SERVICES PROPOSAL**
City of Prescott Contract No: 2022-168
City of Prescott Account No: 22031
Authorization of Services No: 11
PRC – Land Acquisition Support Services
Contract Modification

Dear Dr. Sobotta,

The Prescott Regional Airport – Ernest A. Love Field (PRC or Airport) and the City of Prescott (City) have identified land that should be acquired to protect the existing approaches to the Airport, promote compatible land use and support of the continued growth and development of the Airport. Dibble has been requested to provide Land Acquisition Support Services in support of the City to acquire land in accordance with Federal Aviation Administration (FAA) guidelines.

Contract Amendment No. Seven (7) for Land Acquisition Support Services was executed by the City on September 28, 2022. Subsequent to this amendment the City and PRC revised certain takings which changed the number of appraisals and environmental site assessments needed. The updated taking maps, **Figures 1 & 2 dated January 3, 2023**, are incorporated herein by reference and made a part hereof.

This Contract Amendment is needed due to a change in the original number of appraisals and canceled appraisals. This Contract Amendment includes a total of 10 appraisals, fees for work performed on 5 canceled appraisals updating the taking maps, and overall coordination. Fees associated with the canceled appraisal include updated individual property research, and updated research for the Regional, Market, and Neighborhood Analysis.

Therefore, Dibble has prepared a **contract modification** scope of work and fee proposal to assist the City with the acquisition process. We have prepared a scope of work describing our proposed services along with a fee proposal for your review and approval. Dibble’s total lump sum fee per the attached scope of work is:

Professional Services:

Dibble	\$14,016.00
Southwest Appraisal Associates Inc.....	\$58,400.00
Appraisal Technology Inc.....	\$38,750.00
Dennis Lopez & Associates.....	-\$8,100.00
SWCA Environmental Consultants.....	<u>\$3,985.00</u>

Total fee \$107,051.00

We look forward to working with you on this important project. If you need additional information or have questions, please do not hesitate to call us at 602-957-1155.

Sincerely,



Charlie McDermott, LEED AP
Aviation Planning Manager
Airport Development



Jared Bass, P.E.
Vice President
Airport Development – Sr. Project Manager

Prescott Regional Airport – Ernest A. Love Field
Scope of Work
Land Acquisition Support Services
Modification No. 1

The Prescott Regional Airport – Ernest A. Love Field (PRC) and the City of Prescott (City) have identified land that should be acquired to protect the existing approaches to the Airport, promote compatible land use and support of the continued growth and development of the Airport. Dibble has been requested to provide Land Acquisition Support Services in support of the City to acquire land in accordance with Federal Aviation Administration (FAA) guidelines. The land proposed to be acquired is shown on the recently updated and approved by FAA (June 2022) PRC Airport Layout Plan (ALP) and Figures 1-4 dated June 2022.

Subsequent to the City executing Contract Amendment 7, dated September 13, 2022, the proposed takings were revised (as shown on **Figures 1 & 2**) as a result of discussions with the reputed property owners, and discussion with other stakeholders. The revised takings increased the number of valuations needed and changed the number of appraisal to a total of 10 reports (as shown on the original and revised tabulation of parcels attached).

Therefore, Contract Modification No. 1 revises the takings as shown on the attached **Figures 1 & 2** (Revised January 3, 2023). The original tabulation of parcels and **Figures 1 & 2** included in Contract Amendment 7 are also attached for reference only.

The revised takings will result in additional appraisals, review appraisals, Environmental Site Assessments and coordination to allow the City to progress with the acquisition of the parcels. Therefore, the following scope of work represents the additional work associated with the change in the parcels.

SCOPE OF WORK

ELEMENT 1: PROJECT MANAGEMENT AND ADMINISTRATION

Task 1.1 - Provide overall project management and coordination of the land acquisition process as described herein. Dibble will also coordinate the deliverables and activities of the appraisers and environmental consultants contracted under this proposal.

ELEMENT 2 – APPRAISAL COORDINATION

Task 2.1 – Appraisal Coordination

Dibble will revise the proposed taking maps (as needed) to represent the final acquisition.

Dibble will assist PRC in providing relevant information to the appraisers, such as parcel IDs, Phase 1 - Environmental Site Assessments, approved ALP, Airport Impact Zone maps, and other readily available information they may request.

Dibble will address questions from the appraisers about any known encumbrances and other restrictions (airspace, land use, etc.) on the lands to be acquired. Dibble will also provide appraisers (as requested) with the approximate acreage of all known encumbrances or other restrictions on each parcel. The approximate acreages computed by Dibble **will not be the result of an actual survey**, rather the approximate acreages will be computed from readily available information provided by the City. All property information will be from the Yavapai County Interactive Map. Dibble shall not be held responsible for the accuracy of any information found on the County's interactive map.

Attachments:

Southwest Appraisal Associates Inc proposal dated January 10, 2023

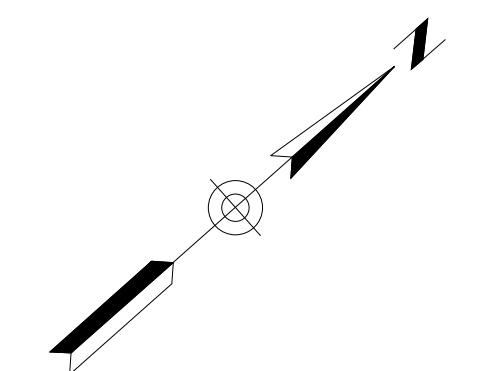
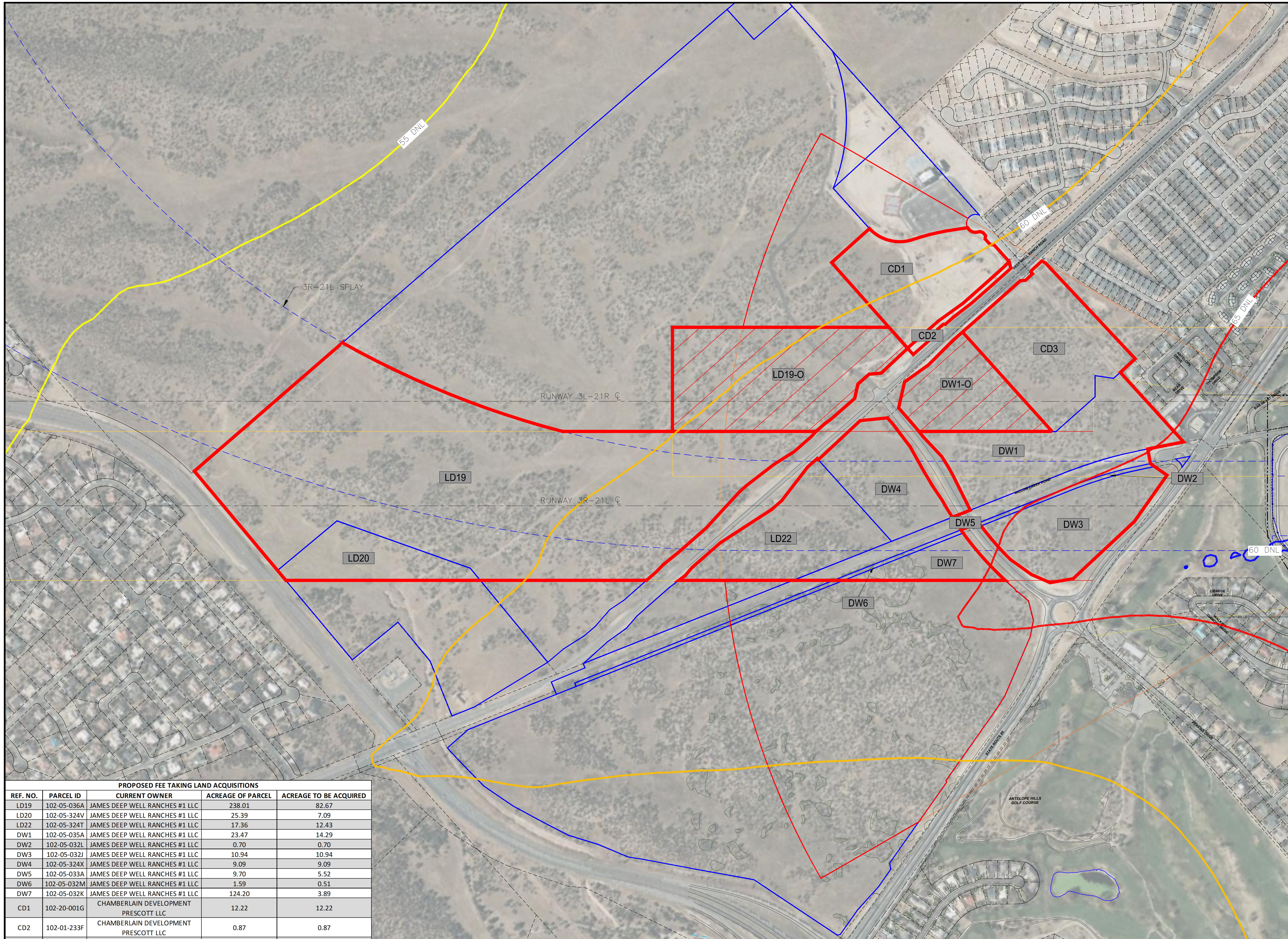
Appraisal Technology Inc proposal dated January 10, 2023

Dennis Lopez & Associates proposal dated January 11, 2023

SWCA Environmental Consultants proposal dated January 9, 2023

END OF SCOPE OF WORK

Original Taking Maps and Parcel Tabulation
Figures 1 & 2 Dated June 2022
Contract Amendment 7



PROPOSED LAND ACQUISITION	
FEE TAKING	
OPTIONAL TAKING	

AIRPORT IMPACT ZONES	
ZONE 1	
ZONE 2	
ZONE 3	
ZONE 4	

PROPOSED FEE TAKING LAND ACQUISITIONS				
REF. NO.	PARCEL ID	CURRENT OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED
LD19	102-05-036A	JAMES DEEP WELL RANCHES #1 LLC	238.01	82.67
LD20	102-05-324V	JAMES DEEP WELL RANCHES #1 LLC	25.39	7.09
LD22	102-05-324T	JAMES DEEP WELL RANCHES #1 LLC	17.36	12.43
DW1	102-05-035A	JAMES DEEP WELL RANCHES #1 LLC	23.47	14.29
DW2	102-05-032L	JAMES DEEP WELL RANCHES #1 LLC	0.70	0.70
DW3	102-05-032J	JAMES DEEP WELL RANCHES #1 LLC	10.94	10.94
DW4	102-05-324X	JAMES DEEP WELL RANCHES #1 LLC	9.09	9.09
DW5	102-05-033A	JAMES DEEP WELL RANCHES #1 LLC	9.70	5.52
DW6	102-05-032M	JAMES DEEP WELL RANCHES #1 LLC	1.59	0.51
DW7	102-05-032K	JAMES DEEP WELL RANCHES #1 LLC	124.20	3.89
CD1	102-20-001G	CHAMBERLAIN DEVELOPMENT PRESCOTT LLC	12.22	12.22
CD2	102-01-233F	CHAMBERLAIN DEVELOPMENT PRESCOTT LLC	0.87	0.87
CD3	102-20-001F	CHAMBERLAIN DEVELOPMENT PRESCOTT LLC	14.96	14.96

PROPOSED OPTIONAL TAKING				
REF. NO.	PARCEL ID	CURRENT OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED
LD19-O	102-05-036A	JAMES DEEP WELL RANCHES #1 LLC	238.01	21.07
DW1-O	102-05-035A	JAMES DEEP WELL RANCHES #1 LLC	23.47	9.18

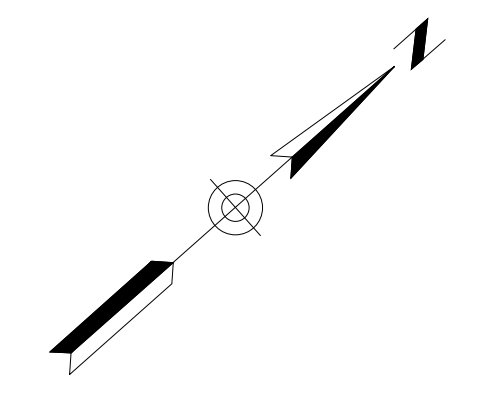
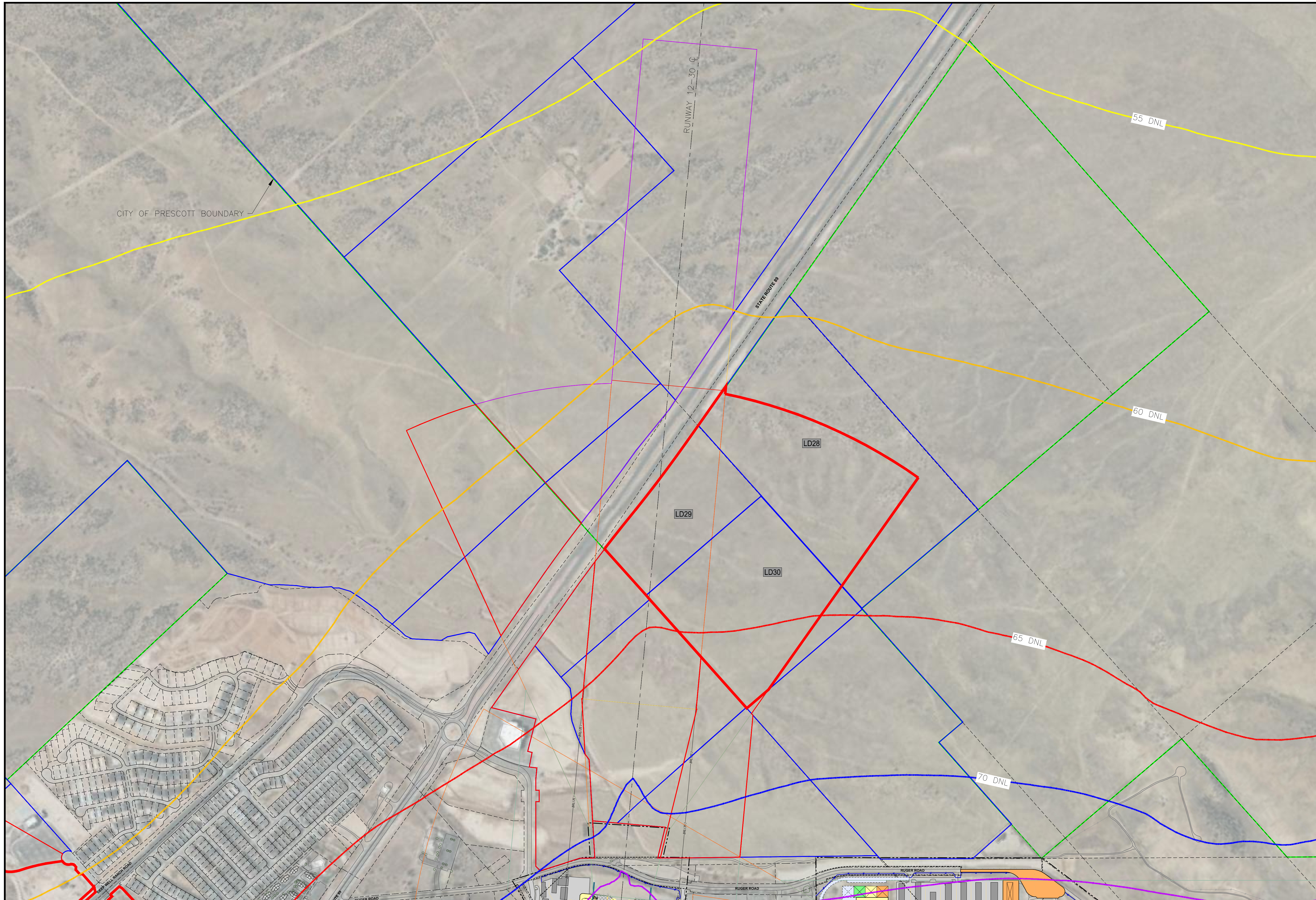
NOTE: THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY. PARCEL INFORMATION WAS ALSO OBTAINED FROM THE YAVAPAI COUNTY INTERACTIVE MAP ON OR ABOUT JUNE 20, 2022.

**RUNWAY 3R AND 3L APPROACH
LAND ACQUISITION PHASE 1**

**PRESCOTT REGIONAL AIRPORT
PRESCOTT, ARIZONA**

FIGURE
1

DRAWN BY:	SCALE: 1" = 300'
CHECKED BY:	DATE: JUNE 2022



PROPOSED LAND ACQUISITION
 FEE TAKING

AIRPORT IMPACT ZONES	
ZONE 1	[Green Line]
ZONE 2	[Red Line]
ZONE 3	[Blue Line]
ZONE 4	[Yellow Line]
ZONE 5	[Purple Line]

PROPOSED FEE TAKING LAND ACQUISITIONS				
REF. NO.	PARCEL ID	CURRENT OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED
LD28	102-01-231B	CDC PRESCOTT LLC	71.15	34.60
LD29	102-01-002D	CDC PRESCOTT LLC	20.73	20.73
LD30	102-01-002A	CDC PRESCOTT LLC	40	37.09

NOTE: THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY. PARCEL INFORMATION WAS ALSO OBTAINED FROM THE YAVAPAI COUNTY INTERACTIVE MAP ON OR ABOUT JUNE 20, 2022.

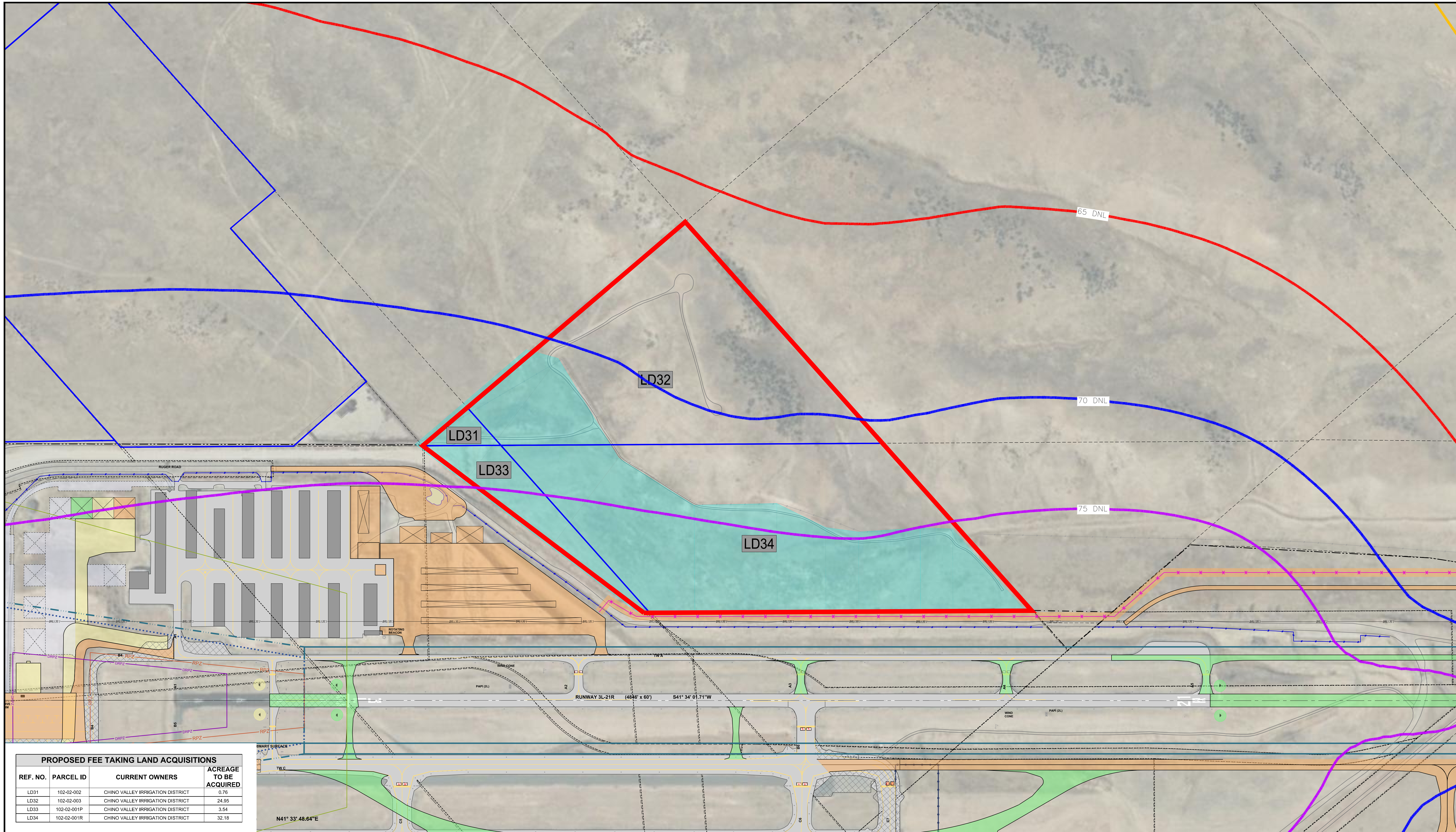
**RUNWAY 12 APPROACH
 LAND ACQUISITION PHASE 1**

**PRESCOTT REGIONAL AIRPORT
 PRESCOTT, ARIZONA**

DIBBLE

FIGURE
2

DRAWN BY:	SCALE: 1" = 400'
CHECKED BY:	DATE: JUNE 2022



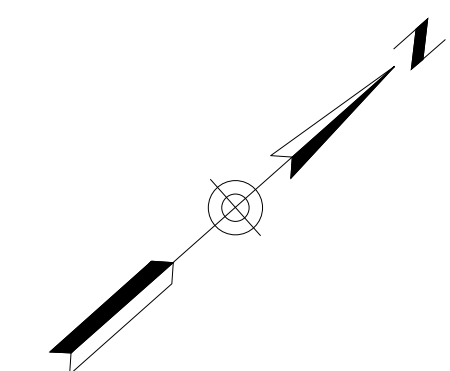
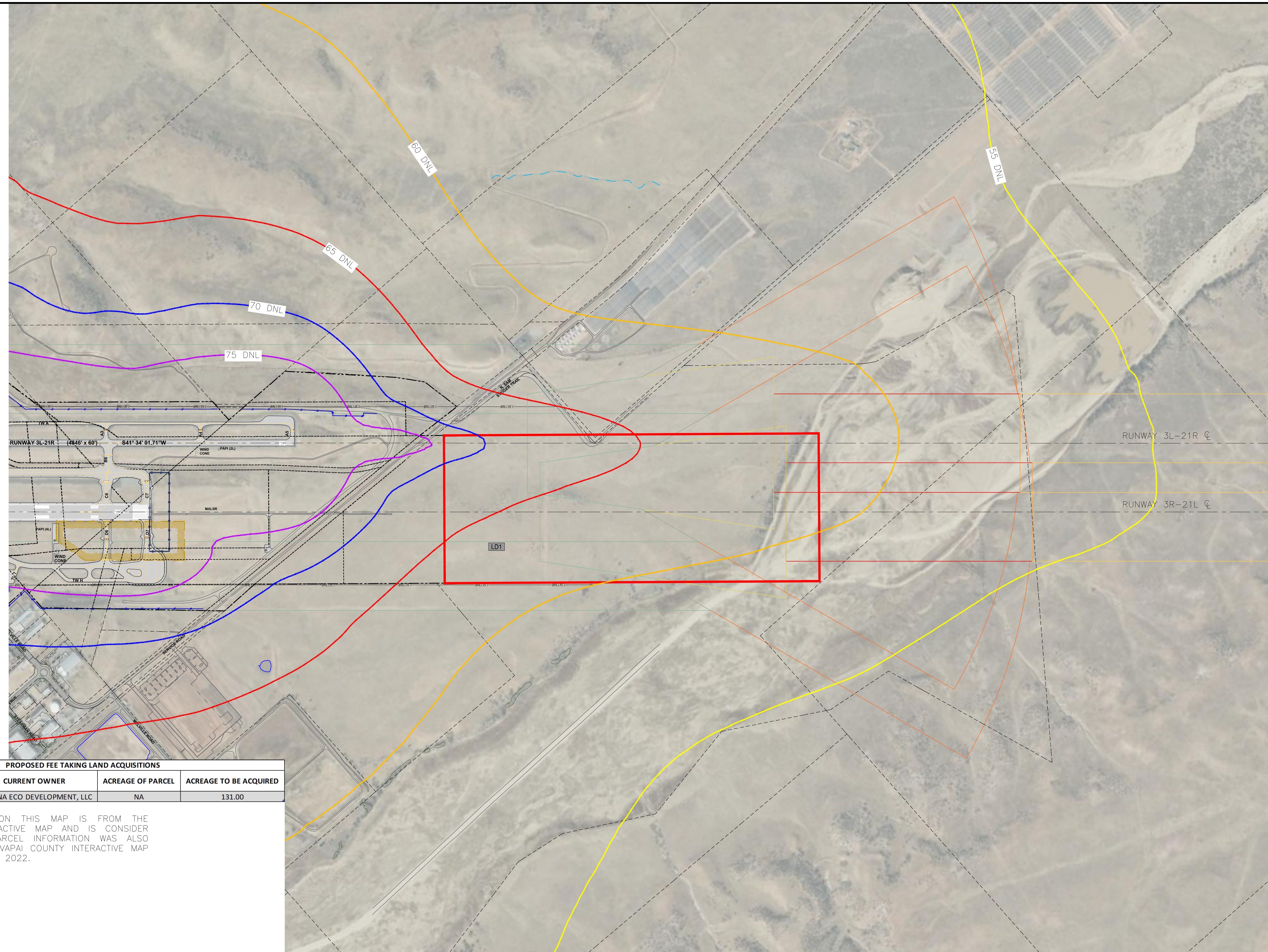
PROPOSED FEE TAKING LAND ACQUISITIONS			
REF. NO.	PARCEL ID	CURRENT OWNERS	ACREAGE TO BE ACQUIRED
LD31	102-02-002	CHINO VALLEY IRRIGATION DISTRICT	0.76
LD32	102-02-003	CHINO VALLEY IRRIGATION DISTRICT	24.95
LD33	102-02-001P	CHINO VALLEY IRRIGATION DISTRICT	3.54
LD34	102-02-001R	CHINO VALLEY IRRIGATION DISTRICT	32.18

PROPOSED LAND ACQUISITION	
FEE TAKING	—

LEGEND	
DRAINAGE EASEMENT	

NOTE: THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY. PARCEL INFORMATION WAS ALSO OBTAINED FROM THE YAVAPAI COUNTY INTERACTIVE MAP ON OR ABOUT JUNE 20, 2022.

BORROW SITE LAND ACQUISITION PHASE 1	
PRESCOTT REGIONAL AIRPORT PRESCOTT, ARIZONA	
DIBBLE	
DRAWN BY:	SCALE: 1" = 200'
CHECKED BY:	DATE: JUNE 2022



PROPOSED LAND ACQUISITION
 FEE TAKING —

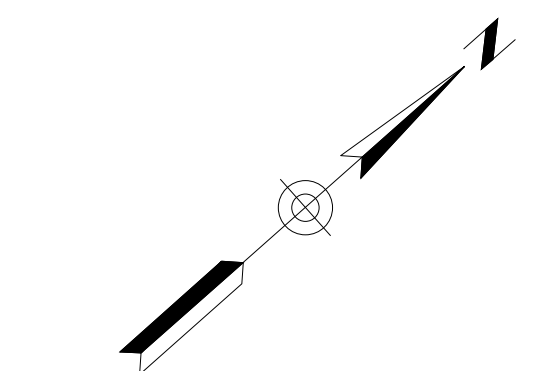
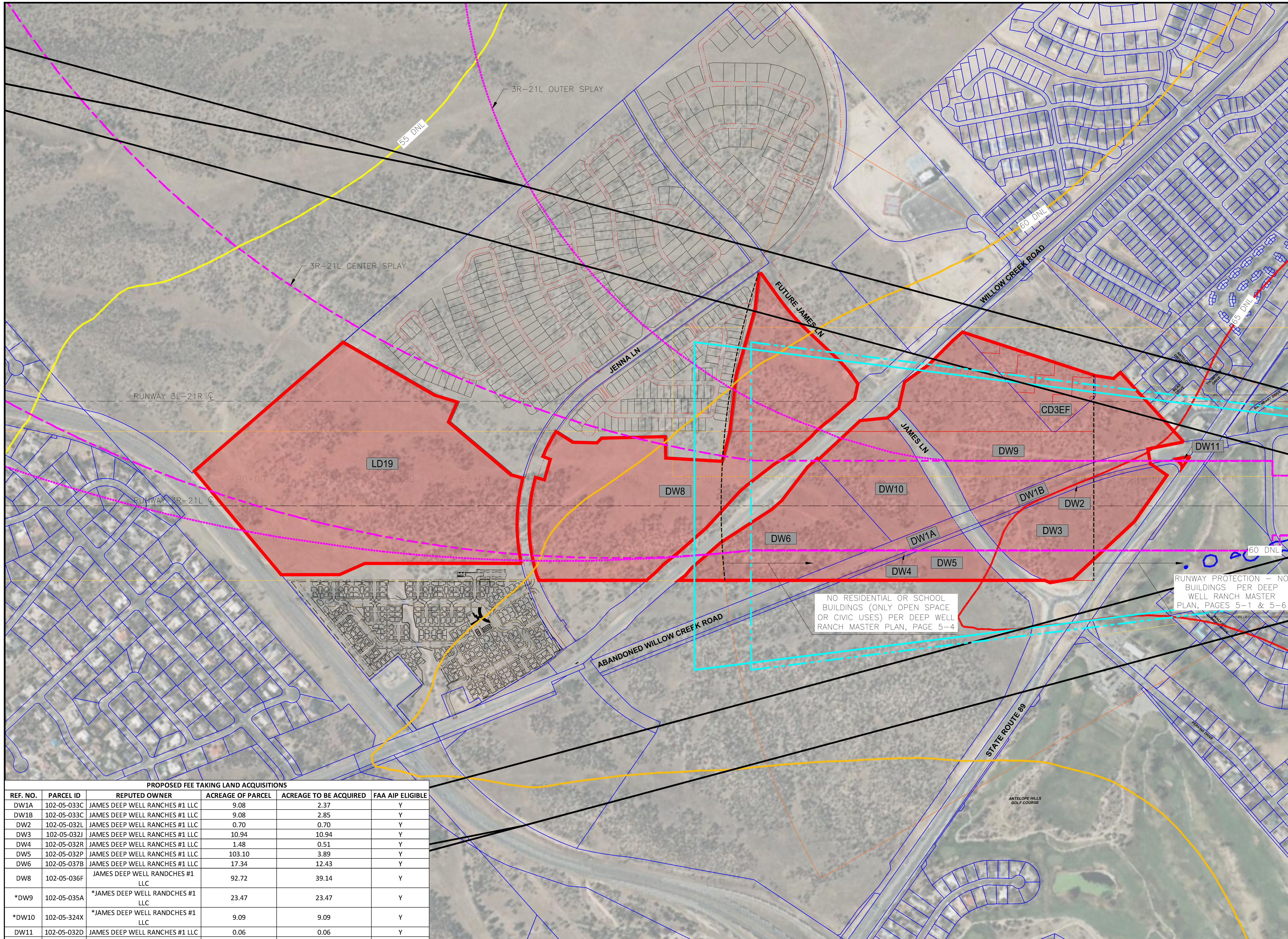
AIRPORT IMPACT ZONES	
ZONE 1	—
ZONE 2	—
ZONE 3	—
ZONE 4	—
ZONE 5	—

PROPOSED FEE TAKING LAND ACQUISITIONS				
REF. NO.	PARCEL ID	CURRENT OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED
LD1	103-01-021K	ARIZONA ECO DEVELOPMENT, LLC	NA	131.00

NOTE: THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY. PARCEL INFORMATION WAS ALSO OBTAINED FROM THE YAVAPAI COUNTY INTERACTIVE MAP ON OR ABOUT JUNE 20, 2022.

RUNWAY 21R AND 21L APPROACH LAND ACQUISITION PHASE 1	
PRESCOTT REGIONAL AIRPORT PRESCOTT, ARIZONA	
DIBBLE	FIGURE 4
<small>DRAWN BY:</small>	<small>SCALE: 1" = 500'</small>
<small>CHECKED BY:</small>	<small>DATE: JUNE 2022</small>

Revised Taking Maps and Tabulation of Parcels
Figures 1 & 2 Dated January 3, 2023
Contract Modification 1



PROPOSED LAND ACQUISITION	
FEE TAKING	[Red shaded area]
OPTIONAL TAKING	[Yellow shaded area]
AVIGATION EASEMENT	[Blue shaded area]
YAVAPAI COUNTY PARCELS	[Blue outline]

AIRPORT IMPACT ZONES	
ZONE 1	[Light yellow shaded area]
ZONE 2	[Light orange shaded area]
ZONE 3	[Light red shaded area]
ZONE 4	[Light purple shaded area]

NOISE CONTOURS	
55 DNL	[Yellow line]
60 DNL	[Orange line]
65 DNL	[Red line]
70 DNL	[Purple line]
75 DNL	[Dark purple line]

SPPLAYS	
CENTER SPLAY	[Dashed yellow line]
OUTER SPLAY	[Dashed purple line]

LAND PROJECT REQUIREMENTS	
EXISTING APPROACH SURFACE - 500' BEYOND RUNWAY END	[Dashed cyan line]
FUTURE APPROACH SURFACE - 500' BEYOND RUNWAY END	[Dashed cyan line]
DEPARTURE SURFACE	[Black line]

PROPOSED FEE TAKING LAND ACQUISITIONS					
REF. NO.	PARCEL ID	REPUTED OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED	FAA AIP ELIGIBLE
DW1A	102-05-033C	JAMES DEEP WELL RANCHES #1 LLC	9.08	2.37	Y
DW1B	102-05-033C	JAMES DEEP WELL RANCHES #1 LLC	9.08	2.85	Y
DW2	102-05-032L	JAMES DEEP WELL RANCHES #1 LLC	0.70	0.70	Y
DW3	102-05-032J	JAMES DEEP WELL RANCHES #1 LLC	10.94	10.94	Y
DW4	102-05-032R	JAMES DEEP WELL RANCHES #1 LLC	1.48	0.51	Y
DW5	102-05-032P	JAMES DEEP WELL RANCHES #1 LLC	103.10	3.89	Y
DW6	102-05-037B	JAMES DEEP WELL RANCHES #1 LLC	17.34	12.43	Y
DW8	102-05-036F	JAMES DEEP WELL RANCHES #1 LLC	92.72	39.14	Y
*DW9	102-05-035A	*JAMES DEEP WELL RANCHES #1 LLC	23.47	23.47	Y
*DW10	102-05-324X	*JAMES DEEP WELL RANCHES #1 LLC	9.09	9.09	Y
DW11	102-05-032D	JAMES DEEP WELL RANCHES #1 LLC	0.06	0.06	Y
LD19	102-05-036E	JAMES DEEP WELL RANCHES #1 LLC	49.17	49.17	N

*CURRENT OWNER SHOWN DIFFERS FROM WHAT IS PRESENTED ON YAVAPAI COUNTY INTERACTIVE MAP

NOTE
THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY.

SOURCES
HMMH: "PRC_2021_TOWERCOUNTSOPS", DATE RECEIVED AUGUST 3, 2022.
HUITT-ZOLLARS: "2022-09-12-E FAA", DATE RECEIVED SEPTEMBER 12, 2022.
HUITT-ZOLLARS: "2022-10-13- SOUTH RANCH UNITS 1,2,3 LOTTING", DATE RECEIVED OCTOBER 13, 2022.
LEAN TECHNOLOGY CORPORATION: "CENTER SPLAY BOUNDARY" & "OUTER SPLAY BOUNDARY", DATE RECEIVED OCTOBER 7, 2022.
YAVAPAI COUNTY INTERACTIVE MAP: PARCEL INFORMATION, DATE RECEIVED DECEMBER 16, 2022.
DELTA CONSULTANTS, INC.: "PRC 16083 ALP MASTER PLANS", DATE RECEIVED MAY 5, 2020.
LEGAL DESCRIPTION FOR PARCEL CD3EF PROVIDED BY ROBERT WINTER, R.L.S.: "903-46 Parcel 5 Impacted Area.doc", DATE RECEIVED DECEMBER 19, 2022.

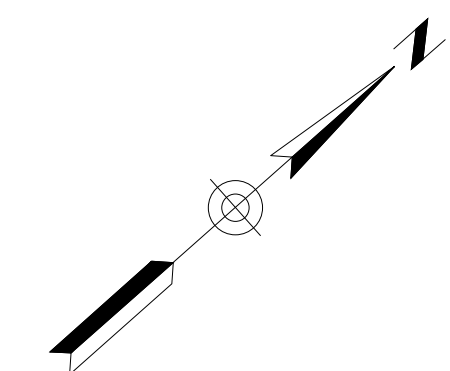
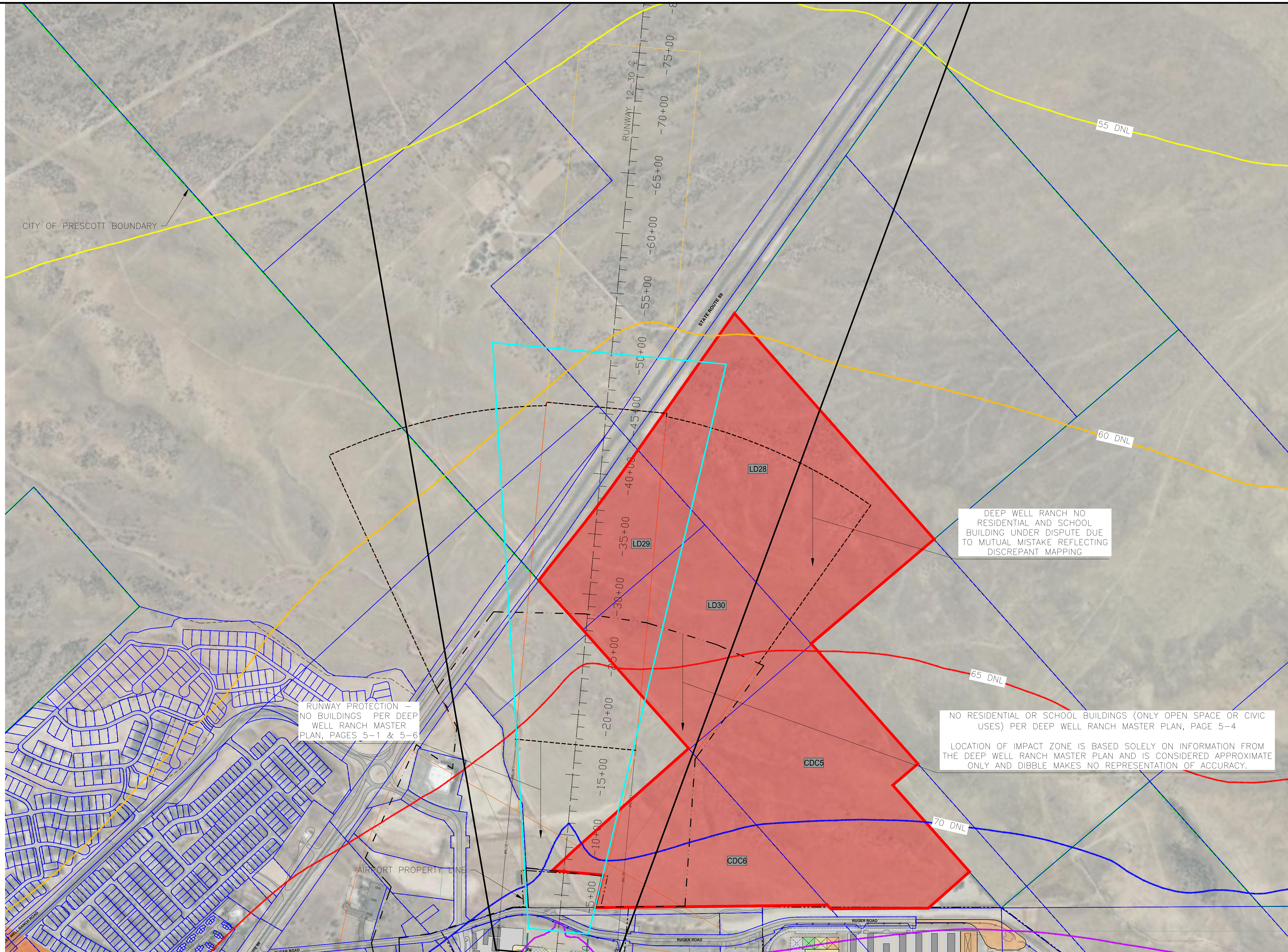
PROPOSED AVIGATION EASEMENT OR FEE TAKING					
REF. NO.	PARCEL ID	REPUTED OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED	FAA AIP ELIGIBLE
CD3EF	102-20-001F	CHAMBERLAIN DEVELOPMENT PRESCOTT LLC	14.96	5.30	Y

**RUNWAY 3R AND 3L APPROACH
LAND ACQUISITION PHASE 1**

**PRESCOTT REGIONAL AIRPORT
PRESCOTT, ARIZONA**

FIGURE
1

DRAWN BY:	SCALE: 1"=300'
CHECKED BY:	DATE: JANUARY 3, 2023



PROPOSED LAND ACQUISITION	
FEE TAKING	
YAVAPAI COUNTY PARCELS	

AIRPORT IMPACT ZONES	
ZONE 1	
ZONE 2	
ZONE 3	
ZONE 4	
ZONE 5	

NOISE CONTOURS	
55 DNL	
60 DNL	
65 DNL	
70 DNL	
75 DNL	

LAND PROJECT REQUIREMENTS	
EXISTING APPROACH SURFACE - 5000' BEYOND RUNWAY END	
DEPARTURE SURFACE	

RUNWAY PROTECTION - NO BUILDINGS PER DEEP WELL RANCH MASTER PLAN, PAGES 5-1 & 5-6

DEEP WELL RANCH NO RESIDENTIAL AND SCHOOL BUILDING UNDER DISPUTE DUE TO MUTUAL MISTAKE REFLECTING DISCREPANT MAPPING

NO RESIDENTIAL OR SCHOOL BUILDINGS (ONLY OPEN SPACE OR CIVIC USES) PER DEEP WELL RANCH MASTER PLAN, PAGE 5-4

LOCATION OF IMPACT ZONE IS BASED SOLELY ON INFORMATION FROM THE DEEP WELL RANCH MASTER PLAN AND IS CONSIDERED APPROXIMATE ONLY AND DIBBLE MAKES NO REPRESENTATION OF ACCURACY.

PROPOSED FEE TAKING LAND ACQUISITIONS					
REF. NO.	PARCEL ID	REPUTED OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED	FAA AIP ELIGIBLE
CDC5	102-02-004C	CDC PRESCOTT LLC	60.35	60.35	N
CDC6	102-03-008C	CDC PRESCOTT LLC	35.27	35.27	Y
LD28	102-01-231B	CDC PRESCOTT LLC	71.15	71.15	Y
LD29	102-01-002D	CDC PRESCOTT LLC	20.73	20.73	Y
LD30	102-01-002A	CDC PRESCOTT LLC	40	40.00	Y

NOTE
THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDERED APPROXIMATE ONLY.

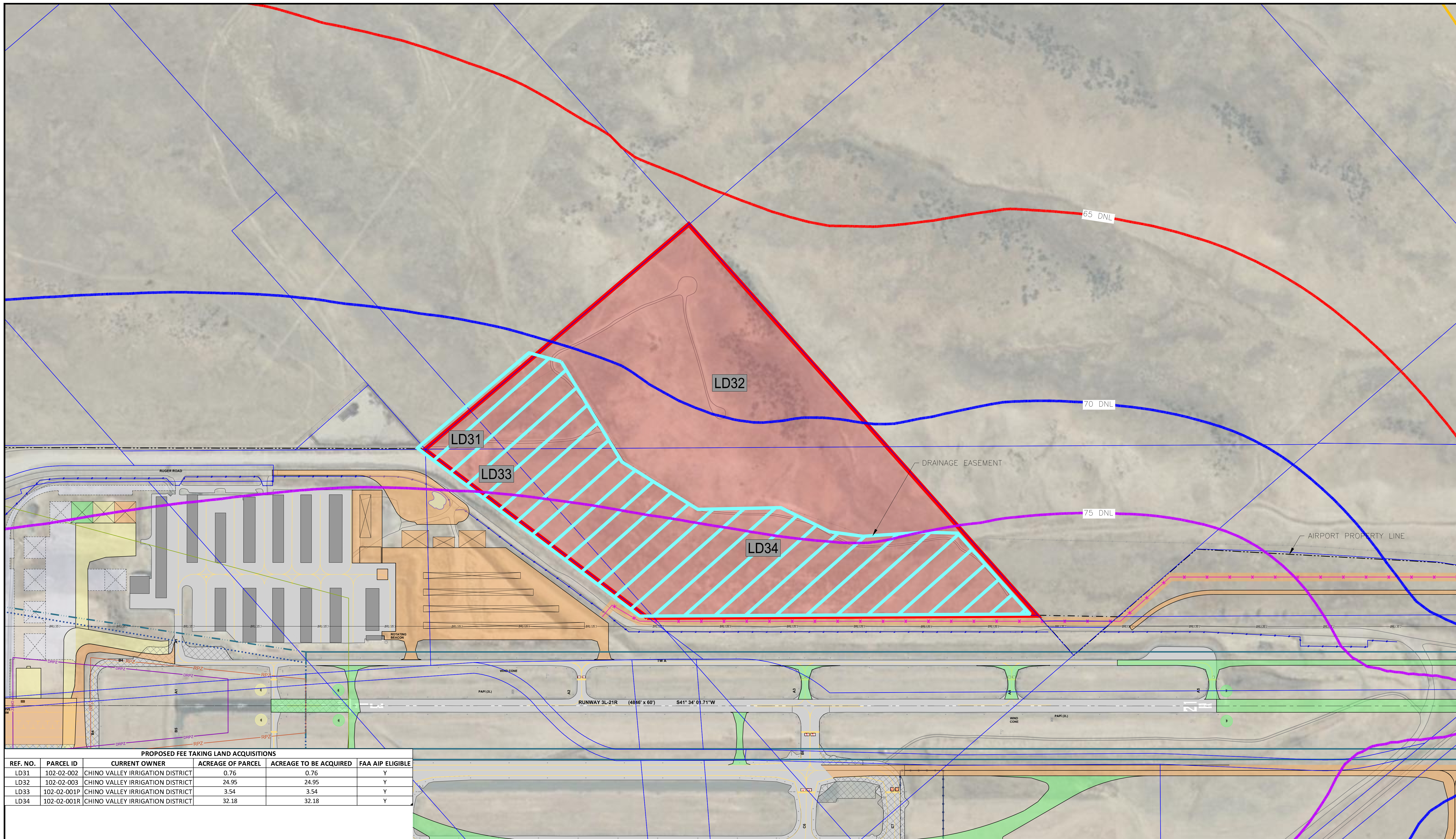
SOURCES
HMMH: "PRC_2021_TOWERCOUNTSOPS", DATE RECEIVED AUGUST 3, 2022.
YAVAPAI COUNTY INTERACTIVE MAP: PARCEL INFORMATION, DATE RECEIVED DECEMBER 16, 2022.
DELTA CONSULTANTS, INC.: "PRC 16083 ALP MASTER PLANS", DATE RECEIVED MAY 5, 2020.

**RUNWAY 12 APPROACH
LAND ACQUISITION PHASE 1**

**PRESCOTT REGIONAL AIRPORT
PRESCOTT, ARIZONA**

DRAWN BY:	SCALE: 1"=400'
CHECKED BY:	DATE: JANUARY 3, 2023

2



PROPOSED FEE TAKING LAND ACQUISITIONS

REF. NO.	PARCEL ID	CURRENT OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED	FAA AIP ELIGIBLE
LD31	102-02-002	CHINO VALLEY IRRIGATION DISTRICT	0.76	0.76	Y
LD32	102-02-003	CHINO VALLEY IRRIGATION DISTRICT	24.95	24.95	Y
LD33	102-02-001P	CHINO VALLEY IRRIGATION DISTRICT	3.54	3.54	Y
LD34	102-02-001R	CHINO VALLEY IRRIGATION DISTRICT	32.18	32.18	Y

PROPOSED LAND ACQUISITION	
FEE TAKING	
YAVAPAI COUNTY PARCELS	
LEGEND	
DRAINAGE EASEMENT	

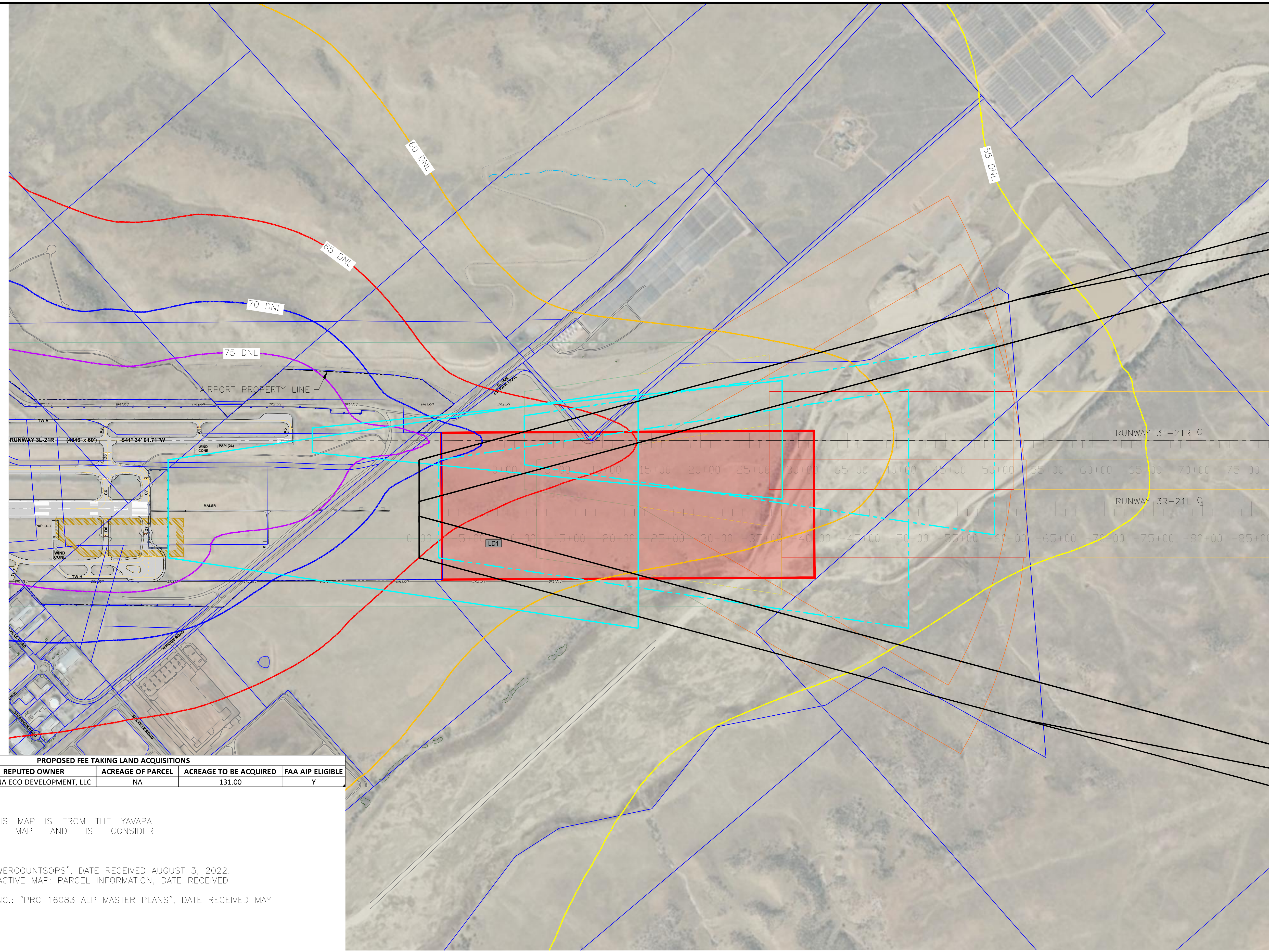
AIRPORT IMPACT ZONES	
ZONE 1	
ZONE 2	
ZONE 3	
ZONE 4	
ZONE 5	

NOISE CONTOURS	
55 DNL	
60 DNL	
65 DNL	
70 DNL	
75 DNL	

NOTE
THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDERED APPROXIMATE ONLY.

SOURCES
HMMH: "PRC_2021_TOWERCOUNTSOPS", DATE RECEIVED AUGUST 3, 2022.
YAVAPAI COUNTY INTERACTIVE MAP: PARCEL INFORMATION, DATE RECEIVED NOVEMBER 16, 2022.

BORROW SITE LAND ACQUISITION PHASE 1	
PRESCOTT REGIONAL AIRPORT PRESCOTT, ARIZONA	
DIBBLE	
DRAWN BY:	SCALE: 1"=200'
CHECKED BY:	DATE: JANUARY 3, 2023



PROPOSED LAND ACQUISITION

FEE TAKING	
YAVAPAI COUNTY PARCELS	

AIRPORT IMPACT ZONES

ZONE 1	
ZONE 2	
ZONE 3	
ZONE 4	
ZONE 5	

NOISE CONTOURS

55 DNL	
60 DNL	
65 DNL	
70 DNL	
75 DNL	

LAND PROJECT REQUIREMENTS

EXISTING APPROACH SURFACE - 5000' BEYOND RUNWAY END	
FUTURE APPROACH SURFACE - 5000' BEYOND RUNWAY END	
DEPARTURE SURFACE	

PROPOSED FEE TAKING LAND ACQUISITIONS

REF. NO.	PARCEL ID	REPUTED OWNER	ACREAGE OF PARCEL	ACREAGE TO BE ACQUIRED	FAA AIP ELIGIBLE
LD1	103-01-021K	ARIZONA ECO DEVELOPMENT, LLC	NA	131.00	Y

NOTE
 THE ACREAGE ON THIS MAP IS FROM THE YAVAPAI COUNTY INTERACTIVE MAP AND IS CONSIDER APPROXIMATE ONLY.

SOURCES
 HMMH: "PRC_2021_TOWERCOUNTSOPS", DATE RECEIVED AUGUST 3, 2022.
 YAVAPAI COUNTY INTERACTIVE MAP: PARCEL INFORMATION, DATE RECEIVED NOVEMBER 16, 2022.
 DELTA CONSULTANTS, INC.: "PRC 16083 ALP MASTER PLANS", DATE RECEIVED MAY 5, 2020.

**RUNWAY 21R AND 21L APPROACH
 LAND ACQUISITION PHASE 1**

**PRESCOTT REGIONAL AIRPORT
 PRESCOTT, ARIZONA**

DIBBLE

FIGURE
4

DRAWN BY:	SCALE: 1"=500'
CHECKED BY:	DATE: JANUARY 3, 2023

Firm: **Dibble**
 On-Call Planning & Environmental
 Project: **Land Acquisition Support Services**
Amendment Request 1
 Prescott Regional Airport
 Date: 1/11/2023



Contract Number: 2022-168
 Project Number: 1022069.03
 Task Number: 11
 Amendment Number: 11
 FAA AIP Number TBD
 ADOT Number TBD

Summary

Dibble

Subs

Total

A. PLANNING PHASE SERVICES

1. Planning Phase Services

1 Dibble.....	\$14,016.00	-	\$14,016.00
2 Dibble Direct Expenses	\$0.00	-	\$0.00
3 Southwest Appraisal Associates Inc.....		\$58,400.00	
4 Appraisal Technology Inc.....		\$38,750.00	
5 Dennis Lopez & Associates.....		-\$8,100.00	
6 SWCA Environmental Consultants.....	-	\$3,985.00	

TOTAL.....	\$14,016.00	\$93,035.00	\$107,051.00
-------------------	--------------------	--------------------	---------------------

Firm: Dibble
 On-Call Planning & Environmental
 Project: Land Acquisition Support Services
 Amendment Request 1
 Prescott Regional Airport
 Date: 1/11/23

Contract Number: 2022-168
 Project Number: 1022069.03
 Task Number: 11
 Amendment Number: 11



DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE

Classification	Labor hours	2022 Billing Rate	Total Costs
1 Principal Engineer	2	\$240.00	\$480.00
2 Senior Project Manager	48	\$210.00	\$10,080.00
3 Senior Planner	0	\$205.00	\$0.00
4 Senior Engineer	0	\$195.00	\$0.00
5 Project Manager	0	\$200.00	\$0.00
6 Project Engineer	0	\$170.00	\$0.00
7 Planner	0	\$169.00	\$0.00
8 Senior Designer	24	\$144.00	\$3,456.00
9 Admin. Assistant	0	\$85.00	\$0.00

Total 74 hrs

a. Total Labor..... \$14,016.00

ALLOWANCE FOR DIRECT COSTS AND SUBCONSULTANTS

Item	Cost
1 Dibble Direct Expenses	\$ 0.00 Cost
2 Southwest Appraisal Associates Inc.....	\$ 58,400.00 Lump Sum
3 Appraisal Technology Inc.....	\$ 38,750.00 Lump Sum
4 Dennis Lopez & Associates.....	\$ (8,100.00) Lump Sum
5 SWCA Environmental Consultants.....	\$ 3,985.00 Lump Sum

f. Sub-Total Allowances for Direct Costs..... \$93,035.00

TOTAL FEE

h. Total Estimated Cost..... \$107,051.00

Firm: **Dibble**
 On-Call Planning & Environmental
 Project: **Land Acquisition Support Services**
Amendment Request 1
Prescott Regional Airport
 Date: 1/11/2023



Contract Number: 2022-168
 Project Number: 1022069.03
 Task Number: 11
 Amendment Number: 11

ESTIMATED LABOR HOURS

TASK	Principal Engineer	Senior Project Manager	Senior Planner	Senior Engineer	Project Manager	Project Engineer	Planner	Senior Designer	Admin Assistant	TOTAL HOURS
1.0 Project Management										
1.1 Project Management and Admin	2	16								18
1.2 Meetings with FAA, State and land owners										0
1.3 Council Briefings and meetings										0
1.4 Project Reporting										0
1.5 Acquisition Tracking Summary										0
2.0 Appraisal Coordination										
2.1 Appraisal Coordination		32						24		56
2.2 Acquisition Consultation										0
2.3 Appraisal Summary										0
3.0 Phase 1 - Environmental Site Assessments										
3.1 Phase 1 - ESA Coordination										0
4.0 ALP, Exhibit A and Disclosure Map										
4.1 Update ALP, Exhibit A & Disclosure Map										0
5.0 Grant Application and Close-out										
5.1 Grant Application and Close-out Report										0
TOTALS	2	48	0	0	0	0	0	24	0	74