



PRESCOTT CITY COUNCIL STUDY SESSION AGENDA

PRESCOTT CITY COUNCIL
STUDY SESSION
TUESDAY, AUGUST 5, 2008
3:00 P.M.

Council Chambers
201 S. Cortez Street
Prescott, AZ 86303
(928) 777-1100

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

◆ **CALL TO ORDER**

◆ **INTRODUCTIONS**

◆ **INVOCATION:** Father Darrell of Sacred Heart

◆ **PLEDGE OF ALLEGIANCE:** Councilwoman Lopas

◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Wilson

Councilman Bell

Councilman Lamerson

Councilwoman Lopas

Councilman Luzius

Councilman Roecker

Councilwoman Suttles

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

NOTE: Anyone wishing to speak regarding an item on the agenda must address the Council using the microphone at the podium. **PLEASE NOTE:** Comments from the public regarding any item on the agenda will be limited to five (5) minutes. Please refer to the Clerk's desk for the timing sequence of the lighting signals: **GREEN** at the beginning of comments, **YELLOW** with one minute remaining, and **RED** when time has ended.

THE CITY OF PRESCOTT ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. WITH 48 HOURS ADVANCE NOTICE, SPECIAL ASSISTANCE CAN BE PROVIDED FOR SIGHT AND/OR HEARING IMPAIRED PERSONS AT PUBLIC MEETINGS. PLEASE CALL 777-1272 OR 777-1100 (TDD) TO REQUEST AN ACCOMMODATION TO PARTICIPATE IN THIS MEETING.

I. PROCLAMATION

- A. *August 2008 – Prescott Litter Lifters Month*

II. PRESENTATION

- A. Presentation by Bryan Sperber, President and CEO of Phoenix International Raceway, on the economic impact of NASCAR on Arizona.

III. DISCUSSION ITEMS

- A. Adoption of Resolution No. 3901-0902 – 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 Unified Emergency Management, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- B. Discussion/consideration re Downer Trail Gate south of Sierry Peaks Drive.
- C. Approval of letter from City of Prescott to Arizona's Congressional Delegation in support of federal funding of scientific studies as proposed by the Verde River Basin Partnership.
- D. Ratification and approval of contract amendment with Hazelwood Family Trust and adoption of Ordinance No. 4662-0905 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting title to real property known as the Hazelwood Property located in the Granite Dells, and authorizing the Mayor and staff to execute any and all documents to effectuate said purchase.
- E. Adoption of Resolution No. 3901-0903 – 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 and the Yavapai County Sheriff's Office for the City's use of the County's driving track and facility, and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.
- F. Notice of Public Hearing (August 12) and consideration of liquor license application from Heng Lin, applicant for Teng and Lin, LLC, for a Series 12, Restaurant license for Chi's Cuisine located at 114 North Cortez Street.
- G. Approval to cancel the August 19, 2008 Study Session and combine with the August 26, 2008 Regular Meeting (due to the League of Arizona Cities and Towns' Annual Conference).

- H. Approval of the Minutes of the Prescott City Council Special Meeting of June 24, 2008, Regular Voting Meeting of July 8, 2008, the Joint Study Session/Special Meeting of July 15, 2008, the Special Workshop of July 22, 2008, and the Regular Voting Meeting of July 22, 2008.
- I. Selection of items to be placed on the Regular Voting Meeting Agenda of August 12, 2008.

IV. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

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

Elizabeth A. Burke, City Clerk

PROCLAMATION

“Prescott Litter Lifters Month” August 2008

WHEREAS, Litter Lifters are citizens who volunteer to remove litter from our roadsides; and

WHEREAS, the absence of litter on our roads is meaningful and shows we care and take pride in our community; and

WHEREAS, visitors to our area are more likely to return to a clean environment; and

WHEREAS, Litter Lifters demonstrate a true commitment to Arizona’s quality of life through the development of innovative, sustainable programs; and

WHEREAS, creating a culture of beautification has greatly contributed to our communities; and

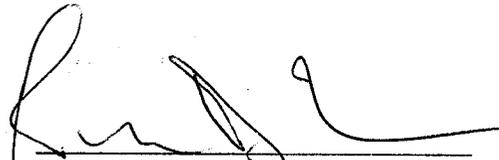
WHEREAS, the Prescott Litter Lifters promote practical preservation of the unique natural environment and enhance the quality of life for future generations.

NOW, THEREFORE, I, Jack D. Wilson, Mayor of the City of Prescott, do hereby proclaim that the month of August 2008 be known as:

“PRESCOTT LITTER LIFTERS MONTH”

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 5th day of August 2008.





JACK D. WILSON, MAYOR
City of Prescott

ATTEST:



ELIZABETH A. BURKE,

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COUNCIL AGENDA MEMO – August 5, 2008	
DEPARTMENT: Emergency Services	
AGENDA ITEM: Annual Emergency Management Agreement	

Approved By:	Date:
Department Head: Darrell Willis	7/22/08
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	7/25/08

Background

Annually the City of Prescott and the Yavapai County Office of Emergency Management enter into an Intergovernmental Agreement that establishes unified emergency management for the tri-city area. The agreement basically sets the groundwork for emergency management procedures and policies for our community and Yavapai County relating to disasters. One good example is the coordination and cooperation is the recent Lane 2 fire near Crown King.

Status

An agreement is attached, and no changes were made from last year's agreement. The fire department is very happy with the agreement and level of cooperation and support from Yavapai County. We feel that having each jurisdiction in Yavapai County sign this agreement, allows us to coordinate and respond to disaster faster and more efficiently. The services that are provided to the City of Prescott include; training of personnel, updating the City of Prescott emergency plan, providing technical assistance and resources in the event of an emergency as well as completing and submitting all reports required by the State or Federal agencies.

Financial

The City of Prescott will pay \$14,254.00 total, billed in four quarters to Yavapai County for the services provided. This amount has remained constant for the past five years. Funds are budgeted in account #870 for this disbursement.

Recommended Action: MOVE to adopt Resolution No. 3900-0902.

RESOLUTION NO. 3900-0902

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 UNIFIED EMERGENCY MANAGEMENT, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott and Yavapai County desire to enter into an Intergovernmental Agreement for unified management of emergency services; and

WHEREAS, the parties are authorized to enter into the foregoing agreement pursuant to A.R.S. Section 11-952.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with Yavapai County for unified emergency management, attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 12th day of August, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF
UNIFIED EMERGENCY MANAGEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____ 2008, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter called "City" as follows:

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage a unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to ARS " 11-952, 26-307, and 26-308.

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

1. The County and the City shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or City. See Attachment A for list of definitions. See Attachment B for a comprehensive list of services provided.
2. The unified emergency management organization is hereby designated as the Yavapai County Joint Office of Emergency Management.
3. The County will perform the following services with the City:
 - a. Include emergency operations of the City in the County Disaster Response Plan (DRP) covering emergencies and disasters;
 - b. Aid and advise the City with regards to training of employees that may be responsible for emergency management duties;
 - c. Review the City Disaster Response Plan for completeness, compatibility and compliance with the National Incident Management System (NIMS), County Disaster Response Plan, State Emergency Operations Plans and provide suggestions for improvement, if necessary.

- d. Provide assistance to the City to develop/update emergency management plans, procedures, and programs in each of the following areas, such list not to be exclusive: Continuity of Government, Direction and Control, Law and Order, Fire Services, Emergency Evacuation, Shelter, Public Services, Recovery, Mitigation, Persons with Special Needs, Radiological Safety, Warning and Public Information, Transportation, Communications, Mass Casualty and Mortuary Services. The above plans and programs will be coordinated with and approved by the various City departments effected by said plans and programs;
 - e. Assist the City with developing and/or updating a current inventory of all equipment and supplies available in the City for use in the event of any disaster;
 - f. Provide a current inventory of all equipment and supplies available in the County to assist the City in the event of any disaster;
 - g. Provide technical assistance in obtaining Federal or State funds which may become available to the City for emergency services purposes, and in the acquisition of surplus or other property for emergency services purposes by the City;
 - h. Complete and submit all report requirements emanating from State or Federal Government Agencies;
 - i. In the event of disaster confined to the City, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with mutual aid agreements, State and/or Federal laws.
4. That the City shall:
- a. By this agreement become a member of the Yavapai County Joint Office of Emergency Management;
 - b. Appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. Upon request by City officials, the county will provide assistance with emergency management under normal and/or emergency or disaster conditions.

- c. Accept joint responsibility to maintain and keep current the Yavapai County Disaster Response Plan and Guides as it relates to the City;
 - d. Accept responsibility to maintain and keep current the City Disaster Response Plan and Guides;
 - e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the City;
 - f. Budget and contribute to the County for the fiscal year commencing July 1, 2008 and ending June 30, 2009, the sum of \$14,254.00.
5. It is hereby mutually agreed:
- a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;
 - b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
 - c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisors, shall act as the Director of the Yavapai County Joint Office of Emergency Management;
 - d. The term of this agreement is for one year commencing July 1, 2008, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;
 - e. Pursuant to ARS ' 38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY
A political subdivision of the State of Arizona

By: _____ Date: _____
CAROL SPRINGER
Chairman, Board of Supervisors

ATTEST:

_____ Date: _____
JULIE AYERS
County Clerk

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

_____ Date: _____
DAVID S. HUNT
Deputy County Attorney

CITY OF PRESCOTT
A municipal corporation of the State of Arizona

By: _____ Date: _____
JACK WILSON
Mayor

ATTEST:

_____ Date: _____
ELIZABETH A. BURKE
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.

_____ Date: _____
GARY KIDD
City Attorney

Attachment A

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Attachment B

Yavapai County

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- Disaster participation, coordination, resource augmentation
- Real Time Hazard Alert/notifications/bulletins
- Risk/Hazard Analysis
- Disaster Response Plan development and maintenance
- Staff Training
- Provide emergency alternative communications capability
- EOC Design/Configuration assistance;
- Public Education Program development and implementation assistance
- Freedom Corps Training
- Special Studies/Projects
- Resource Manual development assistance
- Damage Assessments
- EPA/LEPC Representation
- Emergency Management Training
- Homeland Security Grant Participation
- Liaison to State and Federal Resources
- Exercise Development/Training/Implementation/Evaluation
- Emergency/Disaster Response & Recovery/Guidance /Assistance/Participation
- Hazard mitigation analyses and plan development.
- Provide video's, brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives.

RATE: \$.43 per person, per year based on the latest census.

M L S M	COUNCIL AGENDA MEMO – August 5, 2008
	DEPARTMENT: Public Works
	AGENDA ITEM: Downer Trail gate south of Sierry Peaks Drive

Approved By:		Date:
Department Head: Mark Nietupski		
Finance Director: Mark Woodfill		
City Manager: Steve Norwood <i>SNorwood</i>		<i>07/31/08</i>

Item Summary

This item is to consider whether the gate on Downer Trail south of Sierry Peaks Drive should remain closed, preventing north/south through traffic on Downer Trail between Oregon Avenue and points north and west of Sierry Peaks Drive.

Background

On December 14, 1981, City Council adopted Ordinance No. 1559 for rezoning and associated development of property in the general vicinity of Downer Trail and Sierry Peaks Drive. Section 2, part 5, of the ordinance required the developer "to install a crash gate at the south entrance to the subdivision until such time as the City Council deems it necessary to open the road." The gate was installed as a traffic control measure during development of the property, constraining neighborhood circulation.

On May 11, 1999, City Council adopted the West Side Neighborhood and Specific Area Plan, a collaborative effort among West Side Neighborhood residents and City officials. The objective was to develop a shared vision of the neighborhood, providing a basis for the commitment of local government and the private sector to carry out proposals and programs. The Plan recommendation for neighborhood traffic circulation is provided as follows: "The planning group recommends that the emergency access gate remain in place until certain through roadways are constructed and opened to traffic. These roadways include Downer Trail from Oregon Avenue to Sierry Peaks Drive, Downer Trail from Sierry Peaks Drive to the east-west connector, and the east-west connector from Downer Trail to Gail Gardner Way."

The Gail Gardner Neighborhood Specific Area Plan was adopted by City Council in February 2000. The document states under Circulation Goals & Objectives, Goal 2.2, Objective 2B, "Ensure that the emergency crash gates at Downer Trail and Sierry Peaks Drive do not come down until the east-west connector is completed and operational, and until the full circulation plan is implemented." Construction of the East-West Connector from Downer Trail at Sierry Peaks Drive to Gail Gardner Way was completed and the roadway opened to traffic in June 2007.

Construction of improvements to Downer Trail between Oregon Avenue and Sierry Peaks Drive was subsequently completed May 22, 2008. The final street design configuration was generated with public involvement through an open-house meeting held with area residents in February 2007. The residents preferred a more rural character be maintained in the project area, in contrast to the new subdivisions nearby.

Agenda Item: Downer Trail gate south of Sierry Peaks Drive

Reflecting that public input, the project was developed to avoid impacting existing trees along the roadway; new pavement is 22 feet in width (reviewed and approved by the Fire Marshal); curb and gutter was installed only at the intersection of Far View Lane and Downer Trail. No sidewalks were constructed and the gate formerly on Sierry Peaks Drive immediately west of Downer Trail was relocated to Downer Trail south of Sierry Peaks Drive. The street design on Downer Trail, with its accompanying width, serpentine alignment and elevation changes, provides default traffic calming promoting lower roadway speeds.

Local area residents have requested that the City now remove the gate to enhance neighborhood traffic circulation. A traffic study (attached) was performed in June 2008 which evaluated existing traffic volumes on Sierry Peaks, Downer Trail, and Oregon Avenue to determine the anticipated immediate impact of the gate removal. This information estimates that 38 additional vehicles will travel on Downer Trail and Oregon Avenue in the morning peak hour, and an additional 30 vehicles in the afternoon peak hour. This represents an increase of approximately 200 to 250 vehicles per day on Downer Trail and Oregon Avenue, a 50% and 17% increase in total volume on the respective streets. These volumes are well within the normal ranges for the local residential and minor collector roadway classifications.

At buildout of the area it is estimated that an additional 1,500 vehicles per day will travel on Downer Trail and Oregon Avenue if the gate is removed. This indicates 24-hour volumes of 1,800 and 2,900 vehicles per day on Downer Trail and Oregon Avenue respectively. These numbers do not include any contribution for area cut-through traffic which may or may not use the route. Volumes in this range are within the normal limits for the minor collector roadway classification.

A number of options exist for Council consideration regarding this issue:

- A. Leave the gate in place.
- B. Remove the gate to allow full north/south access on Downer Trail.
- C. Allow limited northbound access only at the gate.
- D. Allow limited southbound access only at the gate.

Note: (Construction of various physical modifications to the gate, pavement, and drainage at the intersection will be required for options B, C, or D.)

Attachments - Location map
- Traffic Study

Recommended Action: MOVE to approve Option _____ for the Downer Trail Gate as defined in the Council memorandum.

Downer Trail Gate Traffic Engineering Report

July 22, 2008 Council

STUDY AREA

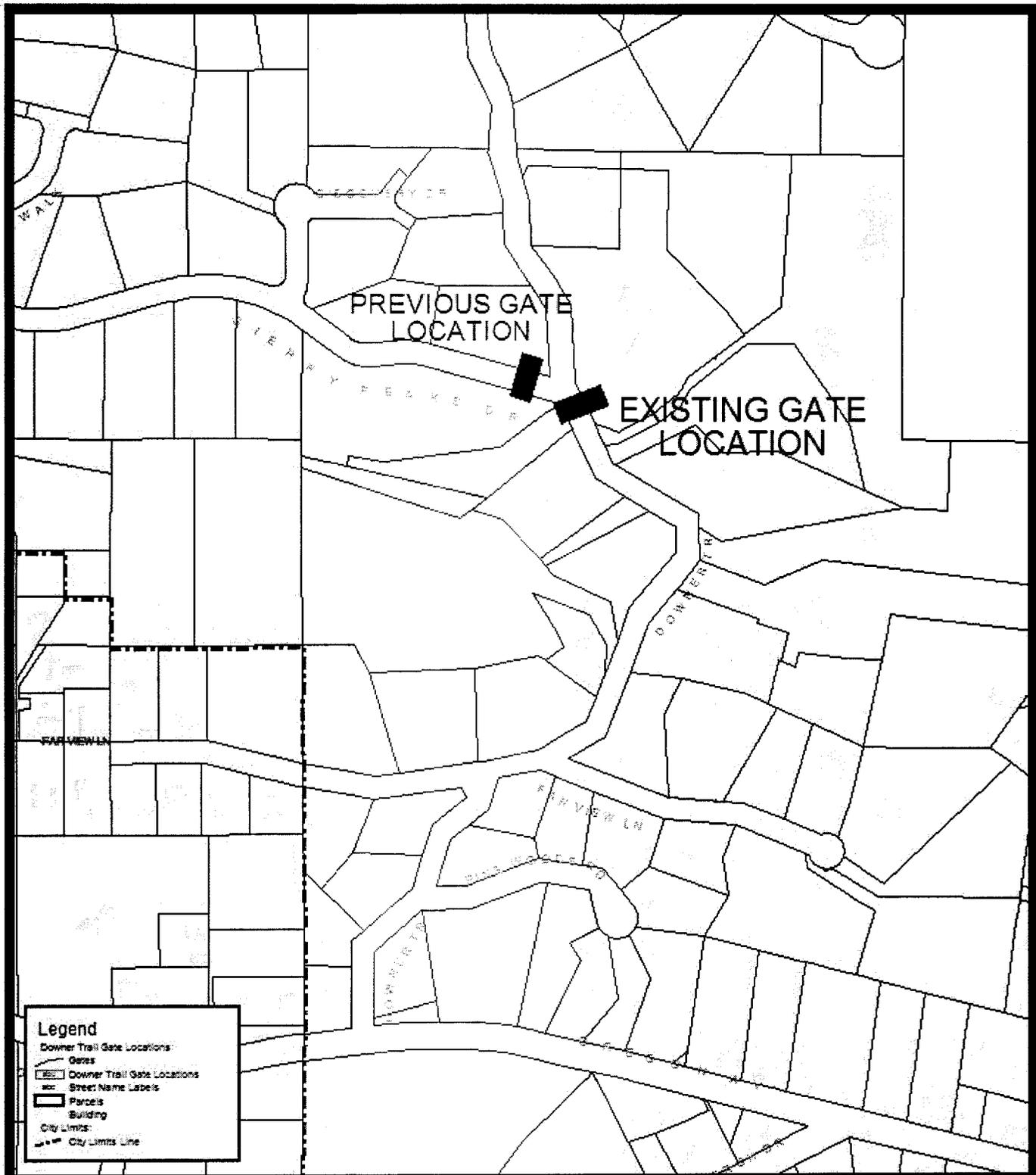
The study area consists of Downer Trail. The area is bounded in general by Sierry Peaks to the north, Oregon Avenue to the south, Gail Gardner to the east and the City limits to the west. east.

TRAFFIC SUMMARY

Downer Trail is a two lane newly paved roadway with a paved width of 22'. It has no curb and gutter and consists of numerous vertical and horizontal curves. The roadway is currently closed to thru traffic at its north end through the installation of an emergency access gate. The roadway is classified as a local residential street and has a current volume of 350 to 400 vehicles per day. In order to determine the impact that opening the gate at Sierry Peaks would have on Downer trail staff conducted 24HR traffic counts on Sierry Peaks, Westridge Drive and Oregon Avenue. In addition to this staff also recorded turn movements at the intersection of Westridge Drive and Gail Gardner Way. This information was then used to estimate that portion of traffic currently using Westridge to Gail Gardner that would be diverted onto the currently closed section of Downer Trail. According o the patterns observed it appears that 38% of the daily traffic turning from eastbound to southbound and northbound to westbound at the intersection would be diverted onto Downer Trail. This translates to approximately 200 vehicles per day.

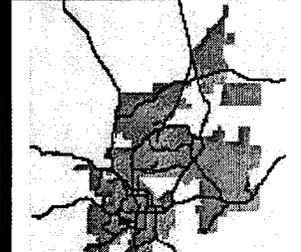
This would result in Downer Trail experiencing an increase from a 24HR traffic volume of 350 to 400 vehicles per day to 550 to 600 vehicles per day. This traffic would also impact Oregon Avenue with the same 200 vehicles per day raising its current 24 HR volume from 1200 vehicles to 1400 vehicles and increase of approximately 17%.

Sierry Peaks, Westridge and Oregon are all classified as minor collectors and the volumes currently seen on all roadways are within the normal limits.



Legend

- Downer Trail Gate Locations:
 - Gates
 - ▭ Downer Trail Gate Locations
- ▭ Street Name Labels
- ▭ Parcels
- ▭ Building
- ▭ City Limits
- ▭ City Limits Line



DOWNER TRAIL AT SIERRY PEAKS GATE LOCATIONS

This map is a product of the
The City of Prescott GIS

1" = 200'

COUNCIL AGENDA MEMO – August 5, 2008	
DEPARTMENT:	City Manager
AGENDA ITEM: Approval of letter to Congressional delegation in support of federal funding of scientific studies as proposed by the Verde River Basin Partnership	

Approved By:	Date:
Deputy City Manager: Craig V. McConnell	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>Craig McConnell for</i>	7-28-08

Item Summary

This item is to approve a letter of support to Arizona’s Congressional delegation for federal funding of scientific studies and investigations of the Verde River Basin by the Verde River Basin Partnership (the Partnership).

Background

Title II of Public Law 109-110, the Northern Arizona Land Exchange and Verde River Basin Partnership Act of 2005 (S.161), authorizes the United States Geological Survey (USGS) to assist in a collaborative and science-based water resource planning and management partnership for the Verde River Basin.

Section 204 of Title II calls for the Partnership to prepare a plan for conducting water resource studies in the Verde River Basin. A draft plan has been developed to serve as a guide for these studies, describing water resource planning and management investigations needed to identify long-term water-supply options within the Verde River Basin.

The Yavapai County Water Advisory Committee (July 16, 2008) and the Upper Verde River Watershed Protection Coalition (July 23, 2008) authorized preparation of letters supporting the request for federal funding, and encouraged member jurisdictions to initiate similar correspondence.

There are no budget impacts related to this item.

- Attachments**
- City of Prescott letter of support
 - List of Members of Congressional delegation to receive letter

Recommended Action: MOVE to approve the letter from the City of Prescott to Arizona’s Congressional delegation in support of federal funding of scientific studies as proposed by the Verde River Basin Partnership.

*An individual letter will be
sent to each member of the
Congressional delegation*

CITY OF PRESCOTT

P.O. Box 2059

Prescott, AZ 86302

928-777-1270

Mayor Jack Wilson



**Councilman Bob Bell
Councilman Jim Lamerson
Councilwoman Lora Lopas
Councilman Bob Luzius
Councilman Bob Roecker
Councilwoman Mary Ann Suttles**

August 12, 2008

The Honorable John McCain
United States Senate
241 Russell Senate Office Building
Washington, D.C. 20510-0303

Re: Support of Title II of Public Law 109-110, the Northern Arizona Land Exchange
and Verde River Basin Partnership Act of 2005

Dear Senator McCain:

The City of Prescott would like to express its support for the efforts of the Verde River Basin Partnership regarding their authority as defined in Title II of the above referenced public law. We respectfully request your assistance in obtaining federal funding for the scientific studies outlined in the legislation.

The City is a member of both the Yavapai County Water Advisory Committee and the Upper Verde River Watershed Protection Coalition. As such we are working diligently to protect the Verde River by seeking to balance the reasonable water needs of residents within the watershed with conservation of this important water resource.

The City recognizes that only through a spirit of cooperation and collaboration, and with your important support, can we successfully address the water issues of the Central Yavapai region. We thank you in advance for your favorable consideration of this request for assistance.

Respectfully,

Jack D. Wilson
Mayor

cc: Members of the Arizona Congressional delegation
The Honorable Janet Napolitano, Governor of the State of Arizona
Arizona Department of Water Resources, Herb Guenther, Director
Verde River Basin Partnership, Mayor Doug Von Gausig, Chair
Upper Verde River Watershed Protection Coalition, Mayor Karen Fann, Chair
Yavapai County Water Advisory Committee, Mayor Diane Joens, Co-Chair
Yavapai County Water Advisory Committee, Councilman Mike Flannery, Co-Chair

Arizona Congressional Delegation

The Honorable John McCain
United States Senate
241 Russell Senate Office Building
Washington, D.C. 20510-0303

The Honorable Jon Kyl
United States Senate
730 Hart Senate Office Building
Washington, D.C. 20510-0304

The Honorable Rick Renzi
United States House of Representatives
418 Cannon House Office Building
Washington, D.C. 20515-0301

The Honorable Trent Franks
United States House of Representatives
1237 Longworth House Office Building
Washington, D.C. 20515-0302

The Honorable John B. Shadegg
United States House of Representatives
306 Cannon House Office Building
Washington, D.C. 20515-0303

The Honorable Ed Pastor
United States House of Representatives
2465 Rayburn House Office Building
Washington, D.C. 20515-0304

The Honorable Harry Mitchell
United States House of Representatives
2434 Rayburn House Office Building
Washington, D.C. 20515-0305

The Honorable Jeff Flake
United States House of Representatives
240 Cannon House Office Building
Washington, D.C. 20515-0306

The Honorable Raul Grijalva
United States House of Representatives
1440 Longworth House Office Building
Washington, D.C. 20515-0307

The Honorable Gabrielle Giffords
United States House of Representatives
502 Cannon House Office Building
Washington, D.C. 20515-0308

COUNCIL AGENDA MEMO – (8/5/08)	
DEPARTMENT: Legal	
AGENDA ITEM: Formal acceptance of deed and ratification of purchase of additional acreage and real property purchase Addendum for property commonly referred to as the Hazelwood property, located in the Granite Dells, for open space purposes.	

Approved By:		Date:
Department Head: Gary D. Kidd		
Finance Director: Mark Woodfill		
City Manager: Steve Norwood <i>SNorwood</i>		<i>07/31/08</i>

Item Summary:

Council authorized staff to purchase the Hazelwood property located in the Granite Dells for open space purposes. Escrow was established and after numerous surveys, it was determined that additional acreage existed and thus, the property purchased was 37.163 acres. An ordinance completing the sale and ratification of the purchase of additional acreage and the real property purchase Addendum is needed.

Background:

The open space committee and Councilwoman Lopas actively engaged in discussions and dialogue to accomplish the acquisition of real property recommended by the Open Space Committee for purchase consideration by the City Council in the Granite Dells area. After numerous surveys, four by the last count, and at least seven title commitments through the process, it was determined that additional acreage existed, and thus, the property purchased was 37.163 acres. Staff with the cooperation of the seller was able to achieve a per acre reduction, saving us at the eleventh hour. As a result, we went forward with the closing with the provision that Council would review and approve the additional terms of the amendment to the contract, but if it elected not to do so, the additional funds would be rebated and the purchase reduced accordingly. The total purchase price with the additional acreage is \$3,064,000. The mitigation was completed and the Corps of Engineers has signed off on the project, subject to monitoring and maintenance of the landscaping, which will be done by Biozone, and the City has been assigned those contract rights to ensure that we have the ability to carry out the mitigation plan at no added expense to the City. This turned out to be a very complex transaction, and I am pleased to say that we have accomplished it. There are additional terms of the Amendment to the Contract which allow the Council to purchase for the same per acre price as the original purchase, four additional parcels commonly referred to as the Weatherhead parcel, the Scheid parcel, the Oasis, and the Pinion Pines parcel provided boundary and title issues are cleared up in favor of the seller, Mr. Hazelwood. These parcels total approximately 2.60 acres.

Attachments - Deed to 37.163 Acres of Property in the Granite Dells
Contract Amendment for ratification

Recommended Action: MOVE to ratify and approve the contract Amendment and to approve Ordinance No. 4662-0905.

ORDINANCE NO. 4662-0905

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

RECITALS:

WHEREAS, on March 25, 2008, the City Council authorized the purchase of 35 acres of real property commonly known as the Hazelwood property located in the Granite Dells, for open space purposes and whereas the conditions of sale have been examined by staff and determined to be satisfactory and the completion of sale is warranted; and

WHEREAS, on August 12, 2008, the City Council ratified the purchase of additional acreage of 2.163 acres of real of real property commonly known as the Hazelwood property located in the Granite Dells, for open space purposes and whereas the conditions of sale have been examined by staff and determined to be satisfactory and the completion of sale is warranted; and

WHEREAS, the real property is unique in nature; and

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

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the warranty deed to the real property being purchased by the City of Prescott more particularly identified in Exhibit "A" thereto and commonly referred to as the Hazelwood property, from the Richard L. Hazelwood Revocable Living Trust dated February 13, 2001.

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

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 12th day of August, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

At the request of
YAVAPAI TITLE AGENCY, INC.

COPY

when recorded mail to
City of Prescott
201 South Cortez
Prescott, AZ 86303

08012899-JMG

Special Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Richard L. Hazelwood, Trustee of the Richard L. Hazelwood Revocable Living Trust, dated February 13, 2001

do/does hereby convey to

City of Prescott, a municipal corporation

the following real property situated in Yavapai, County, State of Arizona:

See Exhibit A attached hereto and made a part hereof.

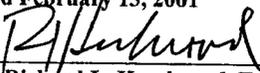
In compliance with ARS 33-404, the names and addresses of the beneficiaries of the herein named trust are:
Richard L. Hazelwood, 3330 N. Manor Dr. W, Phoenix, AZ 85014

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

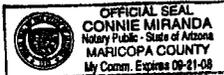
And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated this June 27, 2008

**Richard L. Hazelwood Revocable Living Trust,
dated February 13, 2001**


By: **Richard L. Hazelwood, Trustee**

STATE OF ARIZONA)
)ss
County of)



This instrument was willingly acknowledged before me this 30 day of June, 2008 by
Richard L. Hazelwood, Trustee of the Richard L. Hazelwood Revocable Living Trust, dated February 13, 2001

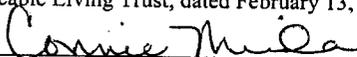

Notary Public
My commission expires: 9-21-08

EXHIBIT "A"

PARCEL 1:

All the South Half of the Northeast Quarter of Section 12, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, EXCEPTING the following described tracts:

A. Beginning at the Northwest corner of the said South Half of the Northeast Quarter of said Section 12, which point is 2640.0 feet West and 1320.0 feet South from the corner common to Sections One, Twelve, Six and Seven in said Township, marked by G.L.O. iron post and brass cap;

Thence South 370.9 feet;

Thence South 67°58' East, 786.0 feet;

Thence North 21°53' East, 717.5 feet;

Thence West 996.0 feet to the PLACE OF BEGINNING.

B. All that portion of the following described tract of land lying West of the centerline of U.S. Highway 89 as described in Corrective Deed dated June 5, 1948, recorded in Book 190 of Deeds, page 452 in the Office of the County Recorder in Yavapai County, Arizona:

BEGINNING at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 12;

Thence South 370.9 feet to a point on the West line of said Southwest Quarter of the Northeast Quarter which point is the actual POINT OF BEGINNING;

Thence South along said West line 710.5 feet, more or less, to the intersection of the centerline of U.S. Highway 89 with said West line;

Thence Northeasterly along the centerline of said Highway, a distance of 786.0 feet;

Thence North 67°58' West, 287.0 feet to the actual POINT OF BEGINNING.

C. Beginning at the Northwest corner of the South Half of the Northeast Quarter which point is 2640 feet West of and 1320 feet South of the Northeast corner of said Section 12;

Thence South 370.9 feet;

Thence South 67°58' East, 262.2 feet to a point on the Easterly right of way line of U.S. Highway 89 being 50 feet from the centerline, which point is the TRUE POINT OF BEGINNING;

Thence Southerly along said right of way line to a point which bears South 29°18' West, 96.8 feet distance;

Thence South 67°58' East, 450.0 feet;

Thence North 29°18' East, 96.8 feet;

Thence North 67°58' West, 450.0 feet to the TRUE POINT OF BEGINNING.

D. Granite Gardens Unit I, according to the plat of record in the Office of the Yavapai County Recorder in Book 17 of Maps, page 45.

E. Granite Gardens Unit II, according to the plat of record in the Office of the Yavapai County Recorder in Book 17 of Maps, page 58.

EXHIBIT "A"

PARCEL 1:

All the South Half of the Northeast Quarter of Section 12, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, EXCEPTING the following described tracts:

A. Beginning at the Northwest corner of the said South Half of the Northeast Quarter of said Section 12, which point is 2640.0 feet West and 1320.0 feet South from the corner common to Sections One, Twelve, Six and Seven in said Township, marked by G.L.O. iron post and brass cap;

Thence South 370.9 feet;

Thence South 67°58' East, 786.0 feet;

Thence North 21°53' East, 717.5 feet;

Thence West 996.0 feet to the PLACE OF BEGINNING.

B. All that portion of the following described tract of land lying West of the centerline of U.S. Highway 89 as described in Corrective Deed dated June 5, 1948, recorded in Book 190 of Deeds, page 452 in the Office of the County Recorder in Yavapai County, Arizona:

BEGINNING at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 12;

Thence South 370.9 feet to a point on the West line of said Southwest Quarter of the Northeast Quarter which point is the actual POINT OF BEGINNING;

Thence South along said West line 710.5 feet, more or less, to the intersection of the centerline of U.S. Highway 89 with said West line;

Thence Northeasterly along the centerline of said Highway, a distance of 786.0 feet;

Thence North 67°58' West, 287.0 feet to the actual POINT OF BEGINNING.

C. Beginning at the Northwest corner of the South Half of the Northeast Quarter which point is 2640 feet West of and 1320 feet South of the Northeast corner of said Section 12;

Thence South 370.9 feet;

Thence South 67°58' East, 262.2 feet to a point on the Easterly right of way line of U.S. Highway 89 being 50 feet from the centerline, which point is the TRUE POINT OF BEGINNING;

Thence Southerly along said right of way line to a point which bears South 29°18' West, 96.8 feet distance;

Thence South 67°58' East, 450.0 feet;

Thence North 29°18' East, 96.8 feet;

Thence North 67°58' West, 450.0 feet to the TRUE POINT OF BEGINNING.

D. Granite Gardens Unit I, according to the plat of record in the Office of the Yavapai County Recorder in Book 17 of Maps, page 45.

E. Granite Gardens Unit II, according to the plat of record in the Office of the Yavapai County Recorder in Book 17 of Maps, page 58.

F. A parcel of land situated in the East half of Section 12, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract "A", of Granite Gardens Unit One, according to the plat of record in the Office of the County Recorder of Yavapai County, Arizona, recorded as Book 17 of Maps and Plats, pages 45 and 46;

Thence North 16°48' West, along the Easterly line of Granite Gardens Drive, 127.46 feet to a point of curvature;

Thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 175.00 feet, a central angle of 50°39' and a length of 154.70 feet to a point of tangency;

Thence North 67°27' West, 43.00 feet along the Northeasterly line of Granite Gardens Drive to the TRUE POINT OF BEGINNING;

Thence continuing North 67°27' West, 105.29 feet along said Northeasterly line of Granite Gardens Drive;

Thence North 22°33' East, 102.51 feet;

Thence South 67°27' East, 94.52 feet;

Thence South 16°33' West, 103.07 feet to the TRUE POINT OF BEGINNING.

G. A parcel of land situated in the East half of Section 12, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract "A", of Granite Gardens Unit One, according to the plat of record in the Office of the County Recorder of Yavapai County, Arizona, recorded as Book 17 of Maps and Plats, pages 45 and 46;

Thence North 16°48' West along the Easterly line of Granite Gardens Drive, 127.46 feet to a point of curvature;

Thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 175.00 feet, a central angle of 9°09'45" and a length of 27.99 feet to the TRUE POINT OF BEGINNING, from which a radial line bears South 64°02'15" West;

Thence continuing Northwesterly along the arc of said curve through a central angle of 41°29'15" and a length of 126.71 feet to a point of tangency;

Thence North 67°27' West, 43.00 feet along the Northerly line of Granite Gardens Drive;

Thence North 16°33' East, 103.07 feet;

Thence North 75°39'37" East, 84.22 feet;

Thence South 83°44'30" East, 20.45 feet;

Thence South 17°09'30" East, 208.80 feet along the Easterly edge of a concrete block wall;

Thence South 72°50'30" West, 65.87 feet to the Easterly line of Granite Gardens Drive and the TRUE POINT OF BEGINNING.

PARCEL 2:

All that portion of the North half of the Southeast Quarter of Section 12, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Northeast corner of the Southeast Quarter of said Section 12;

Thence South 900 feet on the Section line;

Thence West parallel with the East-West midsection line 1300 feet, more or less, to the center of the flowing water channel of Granite Creek;

Thence North following the approximate center of said flowing water channel to a point where said flowing water channel intersects the East-West boundary line between the Southeast Quarter and the Northeast Quarter of said Section 12;

Thence along said East-West boundary line 1440 feet, more or less, East to the POINT OF BEGINNING.

EXCEPTING the following described parcels:

A. Granite Gardens Unit I, according to the plat of record in the office of the Yavapai County Recorder in Book 17 of Maps, pages 45 and 46.

B. Granite Gardens Unit II, according to the plat of record in the office of the Yavapai County Recorder in Book 17 of Maps, page 58.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND THE FOLLOWING DESCRIBED TRACTS:

TRACT 1:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 1906.67 feet;

Thence North 89°26' West, 25.00 feet;

Thence South 28°12' West, 45.97 feet;

Thence South 46°22'30" West, 126.82 feet;

Thence South 33°22'30" West, 150.30 feet;

Thence South 04°55'30" West, 141.57 feet;

Thence South 20°50' West, 216.50 feet;

Thence South 15°14' East, 44.44 feet;

Thence South 0°09' West, 121.88 feet;

Thence South 06°44'30" West, 116.35 feet to the TRUE POINT OF BEGINNING;

Thence South 62°07'30" West, 46.43 feet;

Thence South 0°24' West, 54.80 feet;

Thence South 66°39' East, 87.75 feet;

Thence North 03°37' East, 54.34 feet;

Thence North 36°43'30" West, 71.18 feet to the TRUE POINT OF BEGINNING.

TRACT II:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 240.97 feet;
Thence North 64°23' West, 281.31 feet;
Thence North 42°59' West, 151.03 feet;
Thence North 77°08' West, 44.42 feet;
Thence North 12°52' East, 25.00 feet to the TRUE POINT OF BEGINNING;
Thence North 37°15'10" East, 78.47 feet;
Thence North 53°40' West, 45.91 feet;
Thence North 74°11' West, 73.73 feet;
Thence South 47°12' West, 43.79 feet;
Thence South 21°17' West, 58.02 feet;
Thence South 77°08" East, 116.54 feet to the TRUE POINT OF BEGINNING.

TRACT III:

BEGINNING at the Northeast corner of said Section 12;
Thence South 0°34' West, along East line of said Section 12, 1906.67 feet;
Thence North 89°26' West, 25.00 feet;
Thence South 28°12' West, 45.97 feet;
Thence South 46°22'30" West, 126.82 feet;
Thence North 50°07'30" West, 25.16 feet to the TRUE POINT OF BEGINNING;
Thence South 33°22'30" West, 112.35 feet;
Thence North 29°37'30" West, 71.44 feet;
Thence North 35°15'30" East, 95.75 feet;
Thence South 52°17' East, 70.10 feet;
Thence South 46°22'30" West, 14.03 feet to the TRUE POINT OF BEGINNING.

TRACT IV:

BEGINNING at the Northeast corner of said Section 12;
Thence South 0°34' West, along the East line of said Section 12, 1906.67 feet;
Thence North 89°25' West, 25.00 feet;
Thence South 23°12' West, 45.97 feet;
Thence South 46°22'30" West, 126.82 feet;
Thence South 33°22'30" West, 150.30 feet;
Thence North 29°37'30" West, 117.20 feet;
Thence North 38°57'30" West, 87.05 feet;
Thence South 81°02'30" West, 28.87 feet to the TRUE POINT OF BEGINNING;

Thence South 86°51'30" West, 33.77 feet;
Thence South 52°42'30" West, 22.24 feet;
Thence North 17°06' West, 106.32 feet;
Thence North 81°21' East, 60.05 feet;
Thence South 30°36' East, 71.26 feet;
Thence South 21°02'30" West, 36.43 feet to the TRUE POINT OF BEGINNING.

TRACT V:

BEGINNING at the Northeast corner of said Section 12;
Thence South 0°34' West along the East line of said Section 12, 3528.60 feet;
Thence North 89°26' West, 1112.95 feet;
Thence North 28°01' West, 51.13 feet;
Thence North 52°19' West, 131.76 feet;
Thence North 34°42' East, 28.77 feet;
Thence South 84°58' East, 131.29 feet;
Thence North 45°24' East, 32.81 feet to the TRUE POINT OF BEGINNING;
Thence North 04°14'30" West, 64.31 feet;
Thence North 67°52' East, 75.11 feet;
Thence South 03°50'50" East, 98.95 feet;
Thence North 84°58' West, 71.75 feet to the TRUE POINT OF BEGINNING.

TRACT VI:

BEGINNING at the Northeast corner of said Section 12;
Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;
Thence North 89°26' West, 240.97 feet;
Thence North 64°23' West, 281.31 feet;
Thence North 42°59' West, 151.03 feet;
Thence North 77°08' West, 189.93 feet;
Thence North 21°17' East, 75.35 feet;
Thence North 28°38' West, 92.32 feet;
Thence South 61°22' West, 25.00 feet to the TRUE POINT OF BEGINNING;
Thence South 51°32'30" West, 42.83 feet;
Thence South 49°14' West, 36.77 feet;
Thence South 48°59'40" East, 82.74 feet;
Thence South 77°08' East, 22.93 feet;

Thence North 21°17' East, 42.14 feet;

Thence North 28°38' West, 80.68 feet to the TRUE POINT OF BEGINNING.

TRACT VII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 1906.67 feet;

Thence North 89°26' West, 25.00 feet;

Thence South 28°12' West, 45.97 feet;

Thence South 46°22'30" West, 126.82 feet;

Thence South 33°22'30" West, 150.30 feet;

Thence South 04°55'30" West, 141.57 feet;

Thence South 20°50' West, 216.50 feet;

Thence South 15°14' East, 44.44 feet;

Thence South 0°09' West, 121.88 feet;

Thence South 86°33' East, 25.04 feet to the TRUE POINT OF BEGINNING;

Thence North 74°30' East, 46.48 feet;

Thence South 60°57' East, 69.09 feet;

Thence South 19°07'30" West, 94.43 feet;

Thence North 54°47'30" West, 98.66 feet;

Thence North 06°44'30" East, 53.82 feet to the TRUE POINT OF BEGINNING.

TRACT VIII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 1112.95 feet;

Thence North 28°01' West, 51.13 feet;

Thence North 52°19' West, 131.74 feet;

Thence North 34°42' East, 28.77 feet;

Thence South 84°58' East, 131.29 feet;

Thence North 04°14'30" West, 132.90 feet to the TRUE POINT OF BEGINNING;

Thence North 34°06' West, 68.41 feet;

Thence North 55°49'30" West, 102.14 feet;

Thence South 0°25'30" West, 77.54 feet;

Thence South 47°26' East, 76.36 feet;

Thence South 75°37' East, 45.58 feet;

Thence North 41°02'30" East, 35.18 feet to the TRUE POINT OF BEGINNING.

TRACT IX:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 1112.95 feet;

Thence North 28°01' West, 51.13 feet;

Thence North 52°19' West, 131.74 feet;

Thence North 34°42' East, 28.77 feet;

Thence South 84°58' East, 131.29 feet;

Thence North 04°14'30" West, 132.90 feet to the TRUE POINT OF BEGINNING;

Thence North 41°02'30" East, 35.18 feet;

Thence South 69°35' East, 30.95 feet;

Thence North 43°44'30" East, 61.44 feet;

Thence North 56°33'30" West, 93.44 feet;

Thence South 26°17'40" West, 87.84 feet;

Thence South 34°06' East, 39.84 feet to the TRUE POINT OF BEGINNING.

TRACT X:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 1906.67 feet;

Thence North 89°26' West, 25.00 feet;

Thence South 28°12' West, 45.97 feet;

Thence North 52°43' West, 25.32 feet to the TRUE POINT OF BEGINNING;

Thence North 75°01' West, 97.69 feet;

Thence South 35°15'30" West, 72.68 feet;

Thence South 52°17' East, 70.10 feet;

Thence North 46°22'30" East, 111.64 feet to the TRUE POINT OF BEGINNING.

TRACT XI:

BEGINNING at the Northeast corner of said Section 12,

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 240.97 feet;

Thence North 64°23' West, 281.31 feet;

Thence North 42°59' West, 151.03 feet;

Thence North 77°03' West, 189.93 feet;

Thence North 21°17' East, 75.35 feet;
Thence North 28°38' West, 92.32 feet;
Thence North 61°22' East, 25.00 feet to the TRUE POINT OF BEGINNING;
Thence North 47°48' East, 103.05 feet;
Thence South 55°25' East, 83.01 feet;
Thence South 47°12' West, 141.99 feet;
Thence North 28°38' West, 84.71 feet to the TRUE POINT OF BEGINNING.

TRACT XII:

BEGINNING at the Northeast corner of said Section 12;
Thence South 0°34' West, along the East line of said Section 12, 1311.59 feet;
Thence North 89°40' West, 916.27 feet to the TRUE POINT OF BEGINNING;
Thence North 89°40' West, 73.46 feet;
Thence South 10°21' West, 70.75 feet;
Thence South 72°30' East, 109.72 feet;
Thence North 30°06' East, 36.47 feet;
Thence North 27°30' West, 79.61 feet to the TRUE POINT OF BEGINNING.

TRACT XIII:

BEGINNING at the Northeast corner of said Section 12;
Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;
Thence North 89°26' West, 240.97 feet;
Thence North 64°23' West, 281.31 feet;
Thence North 42°59' West, 151.03 feet;
Thence North 77°08' West, 44.42 feet;
Thence North 12°52' East, 25.00 feet to the TRUE POINT OF BEGINNING;
Thence North 37°15'10" East, 78.47 feet;
Thence North 53°40' West, 45.91 feet;
Thence South 77°27' East, 113.35 feet;
Thence South 42°35'30" West, 104.07 feet;
Thence North 77°08' West, 52.10 feet to the TRUE POINT OF BEGINNING.

TRACT XIV:

BEGINNING at the Northeast corner of said Section 12;
Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;
Thence North 89°26' West, 240.97 feet;

Thence North 64°23' West, 281.31 feet;

Thence North 42°59' West, 74.32 feet;

Thence North 47°01' East, 25.00 feet to the TRUE POINT OF BEGINNING;

Thence South 42°59' East, 67.00 feet;

Thence South 75°37' East, 55.23 feet;

Thence North 28°06' East, 53.45 feet;

Thence North 43°16' West, 87.10 feet;

Thence South 53°30' West, 80.40 feet to the TRUE POINT OF BEGINNING.

TRACT XV:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 240.97 feet;

Thence North 64°23' West, 281.31 feet;

Thence North 42°59' West, 74.32 feet;

Thence North 47°01' East, 25.00 feet to the TRUE POINT OF BEGINNING;

Thence North 53°30' East, 80.40 feet;

Thence North 29°44' West, 104.25 feet;

Thence South 42°35'30" West, 104.07 feet;

Thence South 42°59' East, 84.39 feet to the TRUE POINT OF BEGINNING.

TRACT XVI:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, 3528.60 feet, along the East line of said Section 12;

Thence North 89°26' West, 332.06 feet to the TRUE POINT OF BEGINNING;

Thence North 08°10' East, 51.86 feet;

Thence North 75°37' West, 103.86 feet;

Thence South 04°13' East, 126.96 feet;

Thence South 67°45' East, 78.35 feet;

Thence North 80°10' East, 79.95 feet to the TRUE POINT OF BEGINNING.

TRACT XVII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 1112.95 feet;

Thence North 28°01' West, 51.13 feet to the TRUE POINT OF BEGINNING;

Thence North 52°19' West, 131.74 feet;

Thence South 84°58' East, 165.63 feet;

Thence South 03°14' West, 56.15 feet;

Thence South 80°09' West, 58.40 feet to the TRUE POINT OF BEGINNING.

TRACT XVIII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 1035.13 feet to the TRUE POINT OF BEGINNING;

Thence North 89°26' West, 77.82 feet;

Thence North 28°01' West, 51.13 feet;

Thence North 80°09' East, 58.40 feet;

Thence North 03°14' East, 56.15 feet;

Thence South 84°58' East, 63.19 feet;

Thence South 11°35' West, 108.65 feet to the TRUE POINT OF BEGINNING.

TRACT XIX:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 1112.95 feet;

Thence North 28°01' West, 51.13 feet;

Thence North 52°19' West, 131.74 feet;

Thence North 34°42' East, 57.54 feet;

Thence South 84°58' East, 59.04 feet to the TRUE POINT OF BEGINNING;

Thence South 84°58' East, 28.60 feet;

Thence North 04°14'30" West, 78.73 feet;

Thence North 75°37' West, 45.58 feet;

Thence South 61°03' West, 23.78 feet;

Thence South 29°12'30" East, 86.81 feet to the TRUE POINT OF BEGINNING.

TRACT XX:

BEGINNING at the Northeast corner of Said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 827.80 feet;

Thence North 06°30'10" West, 88.20 feet to the TRUE POINT OF BEGINNING;

Thence North 09°44' East, 70.24 feet;

Thence North 62°22'40" West, 65.08 feet;

Thence South 50°54' West, 99.05 feet;

Thence South 18°10' East, 27.87 feet;

Thence South 84°45'20" East, 114.46 feet to the TRUE POINT OF BEGINNING.

TRACT XXI:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 827.80 feet to the TRUE POINT OF BEGINNING;

Thence North 89°26' West, 92.09 feet;

Thence North 18°10' West, 102.28 feet;

Thence South 84°45'20" East, 114.46 feet;

Thence South 06°30'10" East, 88.20 feet to the TRUE POINT OF BEGINNING.

TRACT XXII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 1906.67 feet;

Thence North 89°26' West, 25.00 feet;

Thence South 28°12' West, 45.97 feet;

Thence South 46°22'30" West, 126.82 feet;

Thence South 33°22'30" West, 150.30 feet;

Thence South 29°37'30" West, 117.20 feet;

Thence North 38°57'30" West, 87.05 feet;

Thence South 81°02'30" West, 28.87 feet to the TRUE POINT OF BEGINNING;

Thence South 86°51'30" West, 33.77 feet;

Thence South 52°42'30" West, 65.37 feet

Thence South 22°00'30" East, 112.15 feet;

Thence North 38°28'30" East, 128.48 feet;

Thence North 36°57'30" West, 57.81 feet to the TRUE POINT OF BEGINNING.

TRACT XXIII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 1112.95 feet;

Thence North 28°01' West, 51.13 feet;

Thence North 52°19' West, 131.74 feet;

Thence North 34°42' East, 26.77 feet;

Thence North 25°38'30" West, 388.27 feet;
Thence North 16°48' West, 346.50 feet;
Thence North 67°27' West, 223.15 feet;
Thence North 49°48' West, 632.28 feet;
Thence North 32°25' East, 25.23 feet to the TRUE POINT OF BEGINNING;
Thence North 65°22' West, 121.66 feet;
Thence North 37°11' East, 76.48 feet;
Thence South 66°35' East, 112.48 feet;
Thence South 30°06' West, 77.38 feet to the TRUE POINT OF BEGINNING.

TRACT XXIV:

BEGINNING at the Northeast corner of said Section 12;
Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;
Thence North 89°26' West, 1112.95 feet;
Thence North 28°01' West, 51.13 feet;
Thence North 52°19' West, 131.74 feet;
Thence North 34°42' East, 28.77 feet;
Thence North 25°38'30" West, 203.31 feet;
Thence North 64°21'30" East, 25.00 feet to the TRUE POINT OF BEGINNING;
Thence North 25°38'30" West, 90.93 feet;
Thence North 88°01'20" East, 103.44 feet;
Thence South 0°46'30" West, 44.65 feet;
Thence South 0°25'30" West, 52.65 feet;
Thence North 79°26'40" West, 64.14 feet to the TRUE POINT OF BEGINNING.

TRACT XXV:

BEGINNING at the Northeast Corner of said Section 12;
Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;
Thence North 89°26' West, 240.97 feet;
Thence North 64°23' West, 281.31 feet;
Thence North 42°59' West, 151.03 feet;
Thence North 77°08' West, 189.93 feet;
Thence North 21°17' East, 75.35 feet;
Thence North 28°38' West, 92.32 feet;
Thence North 61°22' East, 25.00 feet;

Thence North 28°38' West, 92.50 feet;

Thence Northwesterly on a Curve to the left, said curve having a radius of 40 feet, 22.24 feet to the TRUE POINT OF BEGINNING;

Thence Northwesterly, along said curve, 27.21 feet;

Thence North 14°06'30" West, 70.48 feet;

Thence North 89°06' East, 143.12 feet;

Thence South 06°51' East, 65.70 feet;

Thence South 34°47'20" West, 108.14 feet to the TRUE POINT OF BEGINNING.

TRACT XXVI:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 919.89 feet to the TRUE POINT OF BEGINNING;

Thence South 0°34' West, 12.42 feet;

Thence North 90°26' West, 115.24 feet;

Thence North 0°34' East, 12.42 feet;

Thence North 11°35' East, 108.65 feet;

Thence South 34°58' East, 29.97 feet;

Thence North 50°54' East, 29.63 feet;

Thence South 18°10' East, 130.15 feet to the TRUE POINT OF BEGINNING.

TRACT XXVII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence South 89°26' West, 1112.95 feet;

Thence North 28°01' West, 51.13 feet;

Thence North 52°19' West, 131.74 feet;

Thence North 34°42' East, 57.54 feet to the TRUE POINT OF BEGINNING;

Thence North 25°38'30" West, 53.93 feet;

Thence North 61°03' East, 45.57 feet;

Thence South 29°12'30" East, 86.81 feet;

Thence North 84°58' West, 59.04 feet to the TRUE POINT OF BEGINNING.

TRACT XXVIII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section , 3528.60 feet;

Thence North 89°26' West, 1112.95 feet;

Thence North 28°01' West, 51.13 feet;

Thence North 52°19' West, 131.74 feet;

Thence North 34°42' East, 28.77 feet;

Thence North 25°38'30" West, 388.27 feet;

Thence North 16°48' West, 346.50 feet;

Thence North 67°27' West, 223.15 feet;

Thence North 49°48' West, 632.28 feet;

Thence North 65°22' West, 306.00 feet;

Thence North 28°38' East, 207.63 feet, along the East right of way line of Highway 89;
to the TRUE POINT OF BEGINNING;

Thence North 28°38' East, 96.8 feet, along said right of way line;

Thence South 69°05' East, 101.18 feet;

Thence South 28°38' West, 96.8 feet;

Thence North 69°05' West, 101.18 feet to the TRUE POINT OF BEGINNING.

TRACT XXIX:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 240.97 feet;

Thence North 64°23' West, 281.31 feet;

Thence North 42°59' West, 151.03 feet;

Thence North 77°08' West, 92.32 feet;

Thence South 61°22' West, 25.00 feet to the TRUE POINT OF BEGINNING;

Thence South 51°32'30" West, 42.88 feet;

Thence South 49°14' West, 67.62 feet;

Thence North 38°26' West, 90.57 feet;

Thence North 50°31' East, 62.90 feet;

Thence North 58°54' East, 62.20 feet;

Thence South 28°38' East, 82.20 feet to the TRUE POINT OF BEGINNING.

TRACT XXX:

BEGINNING at the Northeast Corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 1112.95 feet;

Thence North 28°01' West, 51.13 feet;

Thence North 52°19' West, 131.74 feet;
Thence North 34°42' East, 28.77 feet;
Thence South 84°58' East, 234.42 feet;
Thence North 50°54' East, 147.70 feet;
Thence North 39°06' West, 25.00 feet to the TRUE POINT OF BEGINNING;
Thence North 33°53' West, 78.56 feet;
Thence South 70°35' West, 63.80 feet;
Thence South 16°28' West, 33.27 feet;
Thence South 03°50'50" East, 98.95 feet;
Thence North 50°54' East, 137.57 feet to the TRUE POINT OF BEGINNING.

TRACT XXXI:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, a distance of 1906.67 feet;

Thence North 89°26' West, 25 feet;

Thence South 28°12' West, 45.97 feet;

Thence South 46°22'30" West 126.82 feet;

Thence South 33°22'30" West, 150.30 feet;

Thence South 04°55'30" West, 141.57 feet;

Thence South 20°50' West, 100.53 feet;

Thence North 45°15' West, 27.35 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 45°15' West, 68.61 feet;

Thence South 32°19' West, 125.98 feet;

Thence South 51°37' East, 92.07 feet;

Thence North 20°30' East, 123.35 feet to the PLACE OF BEGINNING.

TRACT XXXII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West, along the East line of said Section 12, 1906.67 feet;

Thence North 89°26' West, 25.00 feet;

Thence South 28°12' West, 45.97 feet;

Thence South 46°22'30" West, 126.82 feet;

Thence South 33°22'30" West, 150.30 feet;

Thence South 04°55'30" West, 141.57 feet;

Thence South 20°50' West, 100.53 feet;

Thence North 45°15' West, 27.35 feet to the TRUE POINT OF BEGINNING;

Thence North 45°15' West, 68.61 feet;

Thence South 32°19' West, 125.98 feet;

Thence South 51°37' East, 92.07 feet;

Thence North 20°50' East, 123.35 feet to the TRUE POINT OF BEGINNING.

TRACT XXXIII:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West along the East line of said Section 12, 3528.60 feet;

Thence North 89°26' West, 1112.95 feet;

Thence North 28°01' West, 51.13 feet;

Thence North 52°19' West, 131.74 feet;

Thence North 34°42' East, 57.54 feet;

Thence North 25°38'30" West, 53.93 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 25°38'30" West, 135.14 feet;

Thence South 79°26'40" East, 64.14 feet;

Thence South 0°25'30" West, 24.89 feet;

Thence South 47°26' East, 76.36 feet;

Thence South 61°03' West, 69.35 feet to the TRUE POINT OF BEGINNING.

TRACT XXXIV:

BEGINNING at the Southwest corner of Lot 38, of Granite Gardens Unit One, according to the plat of record in the Office of the County Recorder of Yavapai County, Arizona, recorded as Book 17 of Maps, pages 45 and 46;

Thence North 19°07'30" East along the West line of said Lot 38, 25.93 feet;

Thence North 54°47'30" West, 76.28 feet to a point on the Easterly line of Hilltop Circle, along the arc of a curve concave to the Northwest, having a radius of 40.0 feet, a central angle of 51°52'54" and a length of 36.22 feet;

Thence South 39°02'32" East, 64.84 feet to a corner on the Westerly line of Cottonwood Fork;

Thence North 64°01'54" East, 30.88 feet to the POINT OF BEGINNING.

PARCEL 3:

A parcel of land situated in the East half of Section 12, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, and being more particularly describes as follows:

BEGINNING at the Northwest corner of "Tract "A" of GRANITE GARDENS UNIT ONE, as same is on record in Book 17 of Maps and plats at pages 45 and 46, records of Yavapai County;

Thence North 16°48' West along the Easterly line of Granite Gardens Drive, 127.46 feet to a point of curvature;

Thence Northwesterly along the arc of a curve, concave to the Southwest having a radius of 175.00 feet, a central angle of 50°39' and a length of 154.70 feet to a point of tangency;

Thence North 67°27' West, 43.00 feet along the Northeasterly line of Granite Garden Drive to the TRUE POINT OF BEGINNING;

Thence continuing North 67°27' West, 105.29 feet along said Northeasterly line of Granite Gardens Drive;

Thence North 22°33' East, 102.51 feet;

Thence South 67°27' East, 94.52 feet;

Thence South 16°33' West, 103.07 feet to the TRUE POINT OF BEGINNING.

PARCEL 4:

A parcel of land situated in the East half of Section 12, Township 14 North, Range 2 West of the Gila and Salt river Base and Meridian Yavapai County, Arizona, and being more particularly described as follows:

BEGINNING at the Northwest corner of "Tract A" of Granite Gardens Unit One, as same is on record in Book 17 of Maps and Plats at pages 45 and 46, records of Yavapai County;

Thence North 16°48' West along the Easterly line of Granite Gardens Drive, 127.46 feet to a point of curvature;

Thence Northwesterly along the arc of a curve concave to the Southwest having a radius of 175.00 feet, a central angle of 9°09'45" and a length of 27.99 feet to the TRUE POINT OF BEGINNING from which a radial line bears South 64°02'15" West;

Thence continuing Northwesterly along the arc of said curve through a central angle of 41°29'15" and a length of 126.71 feet to a point of tangency;

Thence North 67°27' West, 43.00 feet along the Northerly line of Granite Gardens Drive;

Thence North 16°33' East, 103.07 feet;

Thence North 75°39'37" East, 84.22 feet;

Thence South 83°44'30" East, 20.45 feet;

Thence South 17°09'30" East, 208.80 feet along the Easterly edge of a concrete block wall;

Thence South 72°50'30" West, 65.87 feet to the Easterly line of Granite Gardens Drive and the TRUE POINT OF BEGINNING.

PARCEL 5:

That portion of the South half of the Southeast quarter of the Northwest quarter of Section 12, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, lying East of the East right-of-way line of U.S. Highway 89.

PARCEL 6:

All that portion of Section 12, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Northeast corner of said Section 12;

Thence South 0°34' West along the East line of said Section 12, a distance of 3528.60 feet;

Thence North 89°26' West, a distance of 1112.95 feet;

Thence North 28°01' West, a distance 51.13 feet;

Thence North 52°19' West, 131.74 feet;

Thence North 34°42' East, 28.77 feet;

Thence North 25°38'30" West, 388.27 feet;

Thence North 16°48' West, 346.50 feet;

Thence North 67°27' West, 223.15 feet;

Thence North 49°48' West, 632.28 feet;

Thence North 32°25' East, 25.23 feet to the TRUE POINT OF BEGINNING;

Thence North 65°22' West, 121.66 feet;

Thence North 37°11' East, 76.48 feet;

Thence South 66°35' East, 112.48 feet;

Thence South 30°06' West, 77.38 feet to the TRUE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS THE FOLLOWING DESCRIBED PROPERTY:

Exception No. 1:

All that portion of Section 12, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Lot 5, GRANITE GARDENS UNIT ONE, as recorded in Book 17 of Maps and Plats, page 46, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona;

Thence South 82°01'30" East, 50.13 feet along the North line of said Lot 5 to the POINT OF BEGINNING;

Thence North 02°58'43" West, 8.38 feet;

Thence North 87°01'17" East, 13.55 feet;

Thence South 02°58'43" East, 9.00 feet;

Thence South 87°01'17" West, 10.37 feet to a point on said North line;

Thence North 82°01'30" West, 3.23 feet to the POINT OF BEGINNING.

Exception No. 2:

All that portion of Section 12, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Southeasterly corner of that parcel described in Book 1507 of Official Records, page 140 on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona;

Thence North 22°11'34" East, 159.46 feet along the Easterly line of said parcel;

Thence South 67°48'26" East, 77.26 feet;

Thence South 27°17'12" West, 208.59 feet;

Thence North 58°51'20" West, 279.32 feet to a point on the Southerly line of said parcel described in Book 1507 of Official Records, page 140;

Thence South 69°05'00" East, 217.23 feet to the Southeast corner of said parcel to the POINT OF BEGINNING.

Exception No. 3:

All that portion of Section 12, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of GRANITE GARDENS SUBDIVISION, as recorded in Book 17 of Maps and Plats, page 58 and Book 17 of Maps and Plats, page 46, all on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona;

Thence North 00°33'57" East, 31.37 feet;

Thence North 87°36'24" West, 1672.90 feet;

Thence South 22°11'34" West, 786.52 feet to the Southeast corner of that parcel described in Book 1507 of Official Records, page 140, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona;

Thence North 69°05'00" West, 217.23 feet along the Southerly line of said parcel to the POINT OF BEGINNING;

Thence South 28°38'00" West, 147.26 feet;

Thence North 69°05'00" West, 176.86 feet to a point on the Easterly right-of-way of Arizona State Highway 89;

Thence North 28°38'00" East, 50.45 feet along said right-of-way;

Thence South 69°05'00" East, 101.18 feet;

Thence North 28°38'00" East, 96.80 feet;

Thence South 69°05'00" East, 75.68 feet to the POINT OF BEGINNING.

ALSO EXCEPTING that parcel conveyed to Yavapai County in Deed recorded in Book 4489 of Official Records, page 579.

PARCEL 7:

Lot 1 and Tract A, GRANITE GARDENS UNIT ONE, according to Book 17 of Maps, page 46.

EXCEPT that portion of Tract A lying within Granite Gardens as set forth in Resolution recorded in Book 4488 of Official Records, page 167.

EXCEPTING THEREFROM any portion of the hereinabove described parcels as may be located within the boundaries of those certain parcels described in instruments recorded in Book 1791 of Official Records, page 16, and Book 4434 of Official Records, page 618, all on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona.

ALSO EXCEPTING from the above described parcels the following described property:

ALL THAT PORTION of the Northeast quarter of Section 12, 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 Northeast corner of said Section 12;

Thence South $00^{\circ}34'00''$ West, 1311.60 feet along the East line of said Northeast quarter to the North line of GRANITE GARDENS – UNIT TWO, recorded in Book 17 of Maps, page 58, records of Yavapai County, Arizona;

Thence North $89^{\circ}40'00''$ West, 1623.54 feet along said North line and its Westerly extension to the POINT OF BEGINNING;

Thence South $22^{\circ}20'47''$ West, 560.06 feet;

Thence North $67^{\circ}48'26''$ West, 77.26 feet;

Thence North $22^{\circ}11'34''$ East, 528.46 feet;

Thence South $89^{\circ}40'00''$ East, 84.86 feet to the POINT OF BEGINNING.

COUNCIL AGENDA MEMO – August 5 & 12, 2008

DEPARTMENT: POLICE

AGENDA ITEM: Recommendation for Council to approve an Intergovernmental Agreement with Yavapai County and the Yavapai County Sheriff's Office allowing the Prescott Police Department use of the Yavapai County/Yavapai County Sheriff's Office Driving Track and Facility.

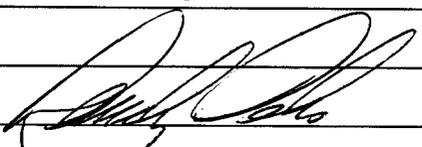
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Approved By:

Date:

Chief of Police: Randy Oaks

7/29/08



Finance Director: Mark Woodfill

City Manager: Steve Norwood



8-1-08

Background:

The Northern Arizona Regional Training Academy (NARTA) applied to the Arizona Peace Officer Standards and Training Board (AZPOST) for funding to establish a Regional Public Safety Driving Track in Yavapai County in order to meet the training needs of Northern Arizona police agencies. When our agency previously conducted our annual in-service police officer drivers' training, arrangements had to be made with the Phoenix Police Department for the use of their driving track and our officers and driving instructors had to travel to Phoenix for this training.

In January, 2007, AZPOST awarded NARTA \$750,000 for the development of a Northern Arizona Public Safety Drivers' Training Track. These funds were provided to cover the costs of project consulting, contractor, land preparation, paving, fencing, etc. A land donation of 20 acres was provided by Yavapai County for the development of this new training facility adjacent to the Yavapai County Fairgrounds.

As part of this development, Yavapai College donated a 24' X 48' modular building which they previously had used for the College's Drafting Department. This building will be used as a classroom and offices for the driving track. An additional storage building will also be constructed on site. Fees are based on \$25.00 per officer, for which we have budgeted \$50.00 per officer along with unlimited usage each fiscal year.

The Yavapai County Sheriff's Office is designated as the managing (Host) agency for this new Regional Public Safety Training Track and Facility. As a non-host agency, the Prescott Police Department will be required to establish an Intergovernmental Cooperative Use of Driving Track and Facilities Agreement (IGA). We request the Prescott City Council to authorize the establishment of this IGA through resolution.

Recommended Action:

Move to approve Resolution # 3901-0903

RESOLUTION NO. 3901-0903

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 AND THE YAVAPAI COUNTY SHERIFF'S OFFICE FOR USE OF THE COUNTY'S DRIVING TRACK AND FACILITY, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott, Yavapai County and the Yavapai County Sheriff's Office desire to enter into an Intergovernmental Agreement for use the County's Driving Track and Facility by the City of Prescott; and

WHEREAS, the parties are authorized to enter into the foregoing agreement pursuant to A.R.S. Section 11-952.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with Yavapai County for the City of Prescott's use of the County's Driving Track and Facility, attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 12th day of August, 2008.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'**INTERGOVERNMENTAL AGREEMENT
USE OF YAVAPAI COUNTY DRIVING TRACK FACILITY**

This Intergovernmental Agreement with an effective date of September 1, 2008 by and between Yavapai County, the Yavapai County Sheriff's Office, (hereinafter collectively the "County") and The City of Prescott, hereinafter the "User Agency")

I. Purpose

The Parties desire to enter into this Agreement for the purpose of establishing terms and conditions whereby the User Agency shall be permitted to use the County's Driving Track Facility (the "Facility") for training of personnel and related activities.

II. Use of the Facility

Permissible uses of the Facility by the User Agency shall include, use by recruit and in-service personnel, both sworn and civilian; use by volunteers; in-service use for any and all assigned personnel, or such other uses as deemed appropriate by mutual agreement of the Parties.

III. Authority

The Parties are authorized to enter into this Agreement pursuant to A.R.S. §§11-951, 952, and A.R.S. §13-3872.

IV. Duration, Renewal and Termination

Following approval by the Parties, this Agreement shall be filed in either the Office of the Yavapai County Recorder or the Office of the Secretary of State of the State of Arizona as required for compliance with the applicable provisions of A.R.S. § 11-952(F) or A.R.S. § 11-952(G). This Agreement shall continue in full force and effect for an initial term of twenty-five (25) years and will automatically be deemed renewed for an additional twenty-five (25) year period unless written notice of intent not to renew is provided by the non-renewing Party to the renewing Party no less than 60 days prior to the date of expiration of the initial term.

In addition to the non-renewal provisions as set forth herein, This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days notice to the other Party. Within 10 days following termination or non-renewal of this Agreement, the User Agency shall return any and all property of Yavapai County and of the Yavapai County Sheriff's Office unless otherwise agreed in writing by the Parties.

V. Use Fees and Other Charges

The User Agency agrees to pay fees to the County for the use of the Facility pursuant to this Agreement in such amounts as may from time to time be established by the

County and incorporated into a written schedule of use fees. The User Agency also agrees to pay for any and all consumable product replacement, repair and/or replacement of property and/or loaned equipment at the Facility that is or may be damaged, destroyed or rendered inoperable as result of the User Agency's use of the Facility pursuant to this Agreement. Use fees and other charges as provided herein shall be due and payable upon receipt by the User Agency of the County's written invoice itemizing said fees and charges.

VI. Equipment Requirements.

Prior to use of the Facility pursuant to this Agreement, the County shall provide to the User Agency a written list of supplies and equipment that specifies the equipment and materials that will be necessary for the User Agency's personnel to properly use the Facility. The User Agency shall obtain all listed equipment and supplies prior to its use of the Facility.

VII. Supervision and Control

The County will assign a Track Monitor to ensure the appropriate use of the Facility. Unless expressly authorized by the County in writing, use of the Facility shall be permitted only in the presence of the assigned Track Monitor. All driving instructors or support personnel must be supplied by the User Agency. The County reserves the right, in its sole discretion, to immediately terminate any use of the Facility if it is determined that such use has resulted or may result in damage to the Facility or if such use otherwise presents a threat to the safety of persons or property.

VIII. Employment Status and Compensation/Relation of the Parties

Each of the Parties shall provide required workers' compensation insurance, salary, benefits, and appropriate equipment for their respective employees.

Except as otherwise provided by law (specifically A.R.S. § 23-1022(D)), in the performance of this Agreement, both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

IX. Workers' Compensation/ Posting of Notices

Pursuant to A.R.S. §23-1022 D, for the purposes of workers' compensation coverage, all employees of the Host and User Agencies operating under this Agreement shall be deemed to be an employee of both agencies. The primary Agency shall be solely liable for payment of workers' compensation benefits.

The County agrees to provide any postings or notices to employees as required by A.R.S. §23-1022(E) or as otherwise provided by law.

X. Non-discrimination

The Parties to this Agreement shall comply with all applicable provisions of State and Federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other Federal and State employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

XI. Indemnification

The User Agency hereby agrees to indemnify and save harmless the County against any and all claims arising from the User Agency's use of the Facility pursuant to this Agreement including, but not limited to claims arising from the acts, omissions or negligence of its officers, employees contractors, invitees or agents and against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the County, during such period of use. In any such claim or action against the County, the User Agency, upon notice and demand by the County, shall defend such action on behalf of the County by counsel acceptable to the County.

XII. Insurance

In addition to compliance with the indemnity provisions as set forth in Section XI of this Agreement, the User Agency shall obtain and maintain general liability insurance coverage in an amount and in such forms as necessary to protect the County and the User Agency against any and all claims arising from the User Agency's use of the Facility pursuant to this Agreement including, but not limited to claims arising from the acts, omissions or negligence of its officers, employees contractors, invitees or agents and against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the County, occurring during such use. The minimum annual aggregate policy limit for insurance coverage obtained and maintained pursuant to this Section shall be \$2,000,000. All policies shall name Yavapai County and the Yavapai County Sheriff's Office as additional insureds. All policy forms shall be subject to review and approval of the County. Prior to the effective date of this Agreement, the User Agency shall provide the County with certificates of insurance and such other documents as may be requested by the County in order to confirm the existence and adequacy of the insurance coverage specified herein. The User Agency shall notify the County no less than 10 days prior to any changes in coverage including policy forms, policy limits, cancellations, non-renewals or changes in insurance carriers. The Parties understand and agree that the policy limits or other provisions of insurance coverage obtained and maintained pursuant to this Section shall in no way limit the User Agency's indemnification obligations pursuant to Section XI of this Agreement.

XIII. Entire Agreement

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties

XIV. Severability

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

XV. Governing Law and Dispute Resolution

Interpretation of this Agreement will be in accord with the laws of the State of Arizona. The Parties understand and agree that any litigation arising out of this Agreement shall be deemed to be within the jurisdiction of the Superior Court for Yavapai County.

XVI. Conflict of Interest

This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein.

XVII. Notices

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

*Randy Oaks, Chief of Police
Prescott Police Department
222 S. Marina Street
Prescott, AZ 86303*

*Steve Waugh, Sheriff
Yavapai County Sheriff's Office
255 E. Gurley Street
Prescott, AZ 86303*

XVIII. Approvals

County _____

User Agency: City of Prescott

By: _____

By: _____
Jack D. Wilson

Its: _____

Its: Mayor

Date: _____

Date: _____

ATTEST:

Elizabeth A. Burke, City Clerk

Determinations of Counsel

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

By _____ Date _____
Counsel for Yavapai County

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

By _____ Date _____
Counsel for City of Prescott

COUNCIL AGENDA MEMO – (August 5 & August 12, 2008)

DEPARTMENT: City Clerk

AGENDA ITEM: Public Hearing and consideration of a liquor license application from Heng Lin, Applicant for Teng and Lin, LLC, for a Series 12, Restaurant, license for Chi's Cuisine located at 114 North Cortez Street.

Approved By:

Date:

Department Head: Elizabeth A. Burke	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	07/30/08

A Liquor License Application, City No. 09-022 State No. 12133416, has been received from Heng Lin, Applicant for Teng and Lin, LLC, for a Series 12, Restaurant, License for **Chi's Cuisine** located at 114 North Cortez Street.

The public hearing will be held at the Regular Council Meeting of Tuesday, August 12, 2008. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

The original liquor license for Chi's Cuisine was issued when they opened in June 2001. The new license is due to a change of ownership.

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

Recommended Action: (1) **MOVE** to close the Public Hearing. (2) **MOVE** to approve/deny State Liquor License Application No. 12133416, for a new Series 12, *Restaurant*, License for Heng Lin, Applicant for Teng and Lin, LLC for Chi's Cuisine located at 114 North Cortez Street.

**ARIZONA STATE LIQUOR LICENSES
TYPES / PURPOSES
AS OF 04/07**

License Types: Series 01 In-State Producer's License

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

License Types: Series 02 Out-of-State Producer's License

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

License Types: Series 03 Domestic Microbrewery License

Allows the licensee of a microbrewery to manufacture or produce not less than 5,000 gallons of beer in each calendar year following the first year of operation and not more than 620,000 gallons of beer in a calendar year.

License Types: Series 04 Wholesaler's License

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

License Types: Series 05 Government License

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

License Types: Series 06 Bar License – Transferable

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

License Types: Series 07 Beer and Wine Bar License - Transferable

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

License Types: Series 08 Conveyance License (Airplanes, Trains, and Boats)

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

License Types: Series 09 Liquor Store License (All spirituous liquors) - Transferable

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

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

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

License Types: Series 11 Hotel/Motel License (with Restaurant)

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

License Types: Series 12 Restaurant License

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

License Types: Series 13 Domestic Farm Winery License

Allows a domestic farm winery licensee to manufacture or produce more than two hundred (200) gallons, but less than seventy-five thousand (75,000) gallons of wine annually, from grapes or other agricultural products, of which at least seventy-five percent (75%) are grown in this state.

License Types: Series 14 Club License

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

License Types: Series 15 Special Event License

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

Non-transferable License Types: Series 16 Wine Festival/Wine Fair License (Temporary)

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

License Types: Series 17 Direct Shipment License

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

R19-1-102. Granting a License for a Certain Location

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

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

Historical Note

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

Editor's Note: The following Section was amended under an exemption from the Arizona Administrative Procedure Act (A.R.S. Title 41, Chapter 6) pursuant to Laws 1996, Ch. 307 § 18. Although exempt from certain provisions of the rulemaking process, the Department was required to provide for reasonable notice and hearing. This Section was not reviewed by the Governor's Regulatory Review Council; and the Department did not submit notice of proposed rulemaking to the Secretary of State for publication in the Arizona Administrative Register (Supp